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ARTICLE 1
REPRESENTATION

Section 1

The right to make and interpret contracts, articles, rates, seniority and working agreements for locomotive engineers shall be vested in the regularly constituted committee of the Brotherhood of Locomotive Engineers.

Section 2

The right of any Engineer, Fireman, Helper, Hostler or Outside Hostler Helper to have the regularly constituted Committee of his Organization represent him in the handling of his grievances, under the recognized interpretation placed upon the Agreement involved by the officials of the Railroad and the General Committee making the same, is conceded.

Section 3

(a) The Brotherhood of Locomotive Engineers shall have the exclusive right to represent all engine service employees (other than those who are represented exclusively by another labor organization) in company-level grievance, claim and disciplinary proceedings on those carriers on the BLE is the lawfully recognized or certified collective bargaining representative for that craft.

(b) This Article shall become effective ninety (90) days after service of notice on the Carrier by the Organization's authorized representative(s) unless implemented sooner pursuant to agreement between the parties.

Section 4

(a)(1) In accordance with and subject to the terms and conditions hereinafter set forth, all employees of this Carrier now or hereafter subject to the articles and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the Organization representing the employees party hereto within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such Organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future articles and working conditions agreements.

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(2) The requirements of membership provided for in Section 4(a) of this article shall be satisfied as to both a present or future employee, if said employee shall hold or acquire membership in any one of the labor organizations, national in scope, organized in accordance with the Railway Labor Act and admitting to membership employees of a class or craft engaged in any of the services or capacities covered in Section 4, First, (h), of the Railway Labor Act, defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board. Nothing herein shall prevent an employee from changing membership from one Organization to another Organization admitting to membership employees of a craft or class in any of the services above specified.

(b)(1) Employees who retain seniority under the articles and working conditions agreements between the parties hereto and who are regularly assigned or transferred to full time employment not covered by these agreements, or who, for a period of thirty days or more are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 4(a) of this article so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said articles and working conditions agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of an Organization as referred to in Section 4(a) of this Article within thirty-five calendar days from date of their return to such service.

(2) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this Section 4 but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this Section 4.

(3) Employees who retain seniority under the articles and working conditions agreements and who, for reasons other than those specified in subsections (b)(1) and (b)(2) of this subsection (b), are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 4(a) of this article so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said articles and working

Article 1

conditions agreements, they shall, as a condition of their continued employment, be required, from the date of return to such service, to take membership in one of the organizations referred to in Section 4(a) of this article.

(c) Nothing in this article shall require an employee to become or to remain a member of the Organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Section 4, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

(d)(1) Each employee covered by the provisions of this Section 4 shall be considered by the Carrier to have met the requirements of Section 4 unless and until the Carrier is advised to the contrary in writing by the organization. The Organization will notify the Carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of Section 4 and who the Organization therefore claims is not entitled to continue in employment subject to the articles and working conditions agreements. The form of notice to be used is attached hereto as Appendix "A" of this Article 1, Section 4. The reasons for the allegation of non-compliance must be specified in the notice. Upon receipt of such notice, the Carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this Section 4, shall within a period of ten calendar days from the date of receipt of such notice, request the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization, by Registered Mail, Return Receipt requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the

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termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the articles and working conditions agreement not later than thirty calendar days from receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

(2) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this Section 4 and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the Organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Section 4, his seniority and employment under the articles and working conditions agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Organization, it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the Organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this Section 4, his seniority and employment under the articles and working conditions agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Organization or the employee involved requests the selection of a neutral person

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to decide the dispute as provided in subsection (d)(3) below.

Any request for selection of a neutral person as provided in subsection d(3) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(3) If within ten calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this Section 4 the Organization or the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this Section 4 or his designated representative, the Chief Executive of the Organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employee, and the Organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employee.

(4) The time periods specified in this subsection (d) may be extended in individual cases by written agreement between the Carrier and the Organization.

(5) Provisions of investigation and discipline articles contained in the articles and working conditions agreements between the parties hereto will not apply to cases arising under this Section 4.

(6) The Organization shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The Carrier shall notify the Organization in

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writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(7) In computing the time periods specified in this Section 4, the date on which a notice is received or decision rendered shall not be counted.

(8) It is understood that if an employee produces evidence to an officer or duly authorized member of the General Committee of the Brotherhood of Locomotive Engineers that he is a member in any one of the labor organizations referred to in subsection (a)(2) of this Section 4 that will satisfy this article and no notice will be served by the Brotherhood on the Carrier to have such employee removed from service. An employee will be required to produce such evidence on demand of an officer or duly authorized member of the General Committee of the Brotherhood of Locomotive Engineers, but will not be required to produce such evidence more than once in a calendar month. If an employee fails or refuses to produce such evidence, he may be cited to the Carrier by the Brotherhood of Locomotive Engineers as not complying with this Section 4.

(e) Other provisions of this Section 4 to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this subsection for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of subsection (d), or ninety calendar days from date of receipt of notice from the Organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this shall not, during such extension, retain or acquire any seniority rights; however, such an employee may be used in turn from the extra list as if he were the junior man on the seniority list. The position will be considered as vacant under the bulletining articles of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of another employee to the position, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the Carrier and the Organization.

(f) An employee whose seniority and employment under the articles and working conditions agreements is terminated pursuant to the provisions of this Section 4 or whose

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employment is extended under subsection (e) shall have no time or money claims by reason thereof.

If the final determination under subsection (d) of this Section 4 is that an employee's seniority and employment shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Section 4 shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in subsection (e), or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicted upon any action taken by the Carrier in applying or complying with this Section 4 or upon an alleged violation, misapplication or non-compliance with any provision of this Section 4. If the final determination under subsection (d) of this Section 4 is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Section 4.

(g) In the event that seniority and employment under the articles and working conditions agreements is terminated by the Carrier under the provisions of this Section 4, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this subsection shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such Carrier acts in collusion with any employee; Provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this Section 4.

(h) An employee whose employment is terminated as a result of non-compliance with the provisions of this Section 4 shall be regarded as having terminated his employee relationship for vacation purposes.

(i)(1) The Carrier shall periodically deduct from the

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wages of employees subject to this article periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retraining membership in such Organization, and shall pay the amount so deducted to such officer of the Organization as the Organization shall designate: Provided, however, that the requirements of this subsection (i)(1) shall not be effective with respect to any individual employee until he shall have furnished the Carrier with a written assignment to the Organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(2) The provisions of subsection (1) of this subsection (i) shall not become effective unless and until the Carrier and the Organization shall, as a result of further negotiations, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

This article shall terminate automatically in the event the Brotherhood of Locomotive Engineers should cease to be the duly designated and authorized representative of the employees covered hereby, for the purposes of the Railway Labor Act.

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Appendix "A"

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

(Date)

Name and address of Employing Officer
designated under Section 4(d)(6) of this Article.

You are hereby advised that _____
(name of employee)
employed as _____ on the
(occupation) (Division)
has failed to comply with the terms of the Union Shop
Agreement of August 1, 1953, for the reason that

and the Organization therefore claims he is no longer
entitled to continue in employment as _____ subject
(occupation)
to the articles and working conditions agreements between the
railroad and its employees represented by the Brotherhood of
Locomotive Engineers.

It is therefore requested that such employee be notified
in accordance with the provisions of Section 4 (d)(1) of this
Article.

(Personal signature of Organization)
Officer designated to serve notice)

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Section 5

The Brotherhood of Locomotive Engineers will hereinafter be referred to as the "Union." Norfolk Southern Railway Company will hereinafter be referred to as the "Carrier."

(a) Subject to the conditions hereinafter set forth, the Carrier will withhold and deduct from wages due employees represented by the Union amounts equal to periodic dues, assessments and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Union.

(b) No such deduction shall be made except from the wages of an employee who has executed and furnished to the Carrier a written assignment, in the manner and form herein provided, of such periodic dues, assessments and insurance premiums. Such assignment shall be in form substantially as specified in Attachment 'A' of Article 1, Section 5, and shall, in accordance with its terms, be irrevocable for one year from the date of its execution, or upon the termination of this Section 5, or upon the termination of the articles and working conditions agreements between the parties hereto, whichever occurs first. The dues deduction amount may not be changed more often than once every three months.

(c) Deductions as provided for herein will be made by the Carrier in accordance with an initial typewritten deduction list furnished in duplicate by the secretary-treasurer of the local division of the Union of which the employee is a member in the form and containing such information as specified in Attachment 'B' of Article 1, Section 5. Such list shall be furnished to the Auditor of Payrolls, or such other officer as the Carrier may subsequently designate, on or before the 5th day of the month in which the deductions become effective. Subsequent monthly deductions will be based on the initial list, plus additional lists showing additions and/or deletions, which additional lists are to be furnished in the same manner as the initial list herein provided for in such form and manner as the Carrier may subsequently designate.

(d) Deductions as provided for herein will be made monthly by the Carrier from wages due employees for the first complete pay period in each calendar month and the Carrier will pay, by draft, to the order of the secretary-treasurer of the local division of the Union of which the employee is a member the total amount of such deductions on or before the 20th day of the month following the month in which such deductions are made. With said draft the Carrier shall

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forward to the said secretary-treasurer of the Union a uniform alphabetical deduction list (in triplicate). Such list will include the employee's name, Social Security number or payroll identification number, and the amount deducted from the pay of each employee.

(e) No deduction will be made from the wages of any employee who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance with this agreement, after first deducting any amounts due the Carrier or which may be required or authorized for other purposes, and in such cases responsibility for collection shall rest with the Union.

(f) Responsibility of the Carrier under this Section 5 shall be limited to remitting to the Union amounts actually deducted from the wages of employees pursuant to this section and the Carrier shall not be responsible financially or otherwise for failure to make proper deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Union, and any complaints against the Carrier in connection therewith shall be handled by the Union on behalf of the employee concerned.

(g) An employee who has executed and furnished to the Carrier an assignment may revoke said assignment by executing the revocation form specified herein not less than fifteen (15) days before the end of his year. If the employee does not so revoke the assignment, it shall be considered as re-executed and may not be revoked for an additional period of one year, unless within such year this section or the articles and working conditions agreements between the parties hereto is terminated. The extended assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employee shall execute a revocation form not less than fifteen (15) days before the end of any extended year. Revocations of assignment shall be in writing and on the form specified in Attachment 'C' of Article 1, Section 5, and both the assignment and revocation of assignment forms shall be reproduced and furnished as necessary by the Union without cost to the Carrier. The Union shall assume the full responsibility for the procurement of the execution of said forms by employees, and for the delivery of said forms to the designated officer of the Carrier. Assignment and revocation of assignment forms shall be delivered to the Carrier not later than 30 days in advance of the first payroll deduction scheduled for the individual (in the case of an assignment) or 30 days in advance of the termination of assignment becoming effective.

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(h) No part of this Section 5 shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee, and no part of this or any other agreements between the Carrier and the Union shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or mis-application of non-compliance with, any part of this Section 5.

(i) The Union shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Section 5.

(j) This Section 5 shall terminate automatically with respect to employees of a particular class or craft in the event the BLE should cease to be the duly designated and authorized representative of the employees of that particular class or craft.

ATTACHMENT "A"

WAGE DEDUCTION AUTHORIZATION
NORFOLK SOUTHERN RAILWAY COMPANY
AND
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

EMPLOYEE'S LAST NAME: FIRST NAME: MIDDLE INITIAL:

(PRINT)

EMPLOYEE'S HOME ADDRESS:

STREET AND NUMBER:

CITY:

STATE:

SOCIAL SECURITY NO.:

WORK LOCATION:

LOCAL LODGE NO.:

AUDITOR OF PAYROLLS
NORFOLK SOUTHERN RAILWAY COMPANY
ROANOKE, VIRGINIA

Article 1

I hereby assign to the Brotherhood of Locomotive Engineers that part of my wages necessary to pay periodic dues, assessments and insurance premiums (not including fines and penalties) as reported to the Norfolk Southern Railway Company by the secretary-treasurer of my local division of the Union in a monthly deduction list certified by him as provided in the Deduction Agreement, entered into by the Norfolk Southern Railway Company and the Union on _____; and I authorize the Norfolk Southern Railway Company to deduct such sum from my wages and pay it over to the secretary-treasurer of my local division of the Union in accordance with the Deduction Agreement.

I understand, in accordance with the Deduction Agreement of _____, this assignment is irrevocable for one year from the date of its execution. This assignment, however, will be revoked upon the termination of the Deduction Agreement, or upon the termination of the articles and working conditions agreements between the Norfolk Southern Railway Company and the Brotherhood of Locomotive Engineers, whichever occurs first. I also understand, in accordance with the Deduction Agreement of _____, I may revoke this assignment by executing the specified Revocation Form not less than fifteen (15) days before the end of the year from the date of this assignment. If this assignment is not so revoked, it shall be considered as re-executed, and may not be revoked for an additional period of one year, unless within such year the Deduction Agreement or the articles and working conditions agreements between the Norfolk Southern Railway Company and the Brotherhood of Locomotive Engineers is terminated. The extended assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until I execute a Revocation Form not less than fifteen (15) days before the end of the extended year.

DATE: _____ SIGNATURE: _____

Article 1

ATTACHMENT "B"

- DEDUCTION LIST -

AUDITOR OF PAYROLLS
NORFOLK SOUTHERN RAILWAY COMPANY
ROANOKE, VIRGINIA

Please deduct during the first period of
the amount shown opposite the name of each employee listed
below:

<u>SOCIAL SECURITY</u>	<u>EMPLOYEE'S LAST NAME,</u>	<u>AMOUNT TO</u>
<u>NUMBER:</u>	<u>FIRST NAME & MIDDLE</u>	<u>BE DEDUCTED</u>
	<u>INITIAL:</u>	

(NAMES TO BE LISTED IN ALPHABETICAL ORDER)

Secretary-Treasurer

B. of L.E. Division No.

(ADDRESS)

SUMMARY TOTALS:

Sheet No. 1:

Sheet No. 2:

Etc.

Total of _____Sheets:

ATTACHMENT "C"

WAGE ASSIGNMENT REVOCATION
NORFOLK SOUTHERN RAILWAY COMPANY
AND
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

EMPLOYEE'S LAST NAME: FIRST NAME: MIDDLE INITIAL:

(PRINT)

EMPLOYEE'S HOME ADDRESS:

STREET AND NUMBER: CITY: STATE:

SOCIAL SECURITY NO.: WORK LOCATION: LOCAL DIVISION NO.:

AUDITOR OF PAYROLLS
NORFOLK SOUTHERN RAILWAY COMPANY
ROANOKE, VIRGINIA

Effective with the end of the year of my present or extended Wage Deduction Authorization, I hereby revoke such Wage Deduction Authorization assigning to the Brotherhood of Locomotive Engineers that part of my wages necessary to pay my periodic dues, assessments and insurance premiums, and I hereby cancel same.

DATE: _____ SIGNATURE:

ARTICLE 2

YARD SERVICE

Section 1

The rates of pay for yard service are as set forth in the applicable National Agreement.

Section 2

Basic Day - Eight (8) hours or less shall constitute a day's work.

Section 3 - Overtime - Regular Men

Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights from one assignment to another, or when extra men are required by schedule articles to be used (any articles to the contrary to be changed accordingly), all time worked in excess of eight hours' continuous service in a 24-hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate, according to class of engine.

This article applies only to service paid on the hourly or daily basis and not to service paid on mileage or road basis.

Question 90 - What compensation should be allowed for additional service when a crew is regularly assigned to work 12:00 Midnight to 8:00 A.M. and (service performed not affected by exceptions outlined in this article):

(NOTE - It is understood that crew worked from 12:00 midnight to 8:00 a.m. and was then released.)

(a) Is required to cover the third shift on the same day, 4:00 p.m. to 12:00 midnight?

(b) Is required in an emergency to work 8:30 a.m. until 11:30 a.m.?

(c) Is required in an emergency to work 8:00 p.m. to 12:00 midnight (4 hours) on the same day?

(d) Is given 48 hours' notice and assignment is moved up an hour, starting at 11:00 p.m. and being relieved at 7:00 a.m. and consequently in the 24-hour period works nine hours, but not more than eight hours on a shift?

Decision:

- (a) Eight hours at time and one-half.
- (b) Eight hours at time and one-half.
- (c) Eight hours at time and one-half.
- (d) On account of complying with the 48-hour provision, which makes it permissible to change beginning time, crews only entitled to a minimum day.

Note: The foregoing examples do not apply to extra engineers.

- (Q) Are schedule rules providing method of paying for a combination of yard road service abrogated?
- (A) No, present rules are preserved.

Section 4 - Overtime in Yard Service For Extra Engineers

Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two (2) shifts to change off, or where exercising seniority rights, all time worked in excess of (8) hours continuous service in a twenty-four (24) hour period shall be paid for as overtime on a minute basis at one and one-half (1 1/2) times the hourly rate.

In the application of this article, the following shall govern:

- (a) This article applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.
- (b) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service," as used in this paragraph (b), shall not apply to employees paid road rates, but governed by yard articles.)
- (c) Where an extra man commences work on a second shift in a twenty-four (24) hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half (22 1/2) to twenty-four (24) hours from the starting time of the first shift.

Article 2

A twenty-four (24) hour period, as referred to in this article, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

(d) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight (8) hours of work following such change.

(e) Except as modified by other provisions of this article, an extra employee working one (1) shift in one (1) grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata rate.

NOTE (1): Where a seniority board is in effect in cases where there is a man or men on the board available for work at the pro rata rate, a senior man who exercises his seniority to work two (2) shifts, the second of which would otherwise, under the provisions of this article, be paid at the overtime rate, shall be paid at the pro rata rate.

NOTE (2): This article shall not affect any existing article in the agreement relating to service performed on a succeeding trick when an employee's relief fails to report at the fixed starting time.

NOTE (3): Existing regulations and practices for regular engineers are not changed hereby.

Section 5 - Assignments

(a)(1) Yard engineers shall be assigned for a fixed period of time, which shall be for the same hours daily for all regular members of the crew. So far as is practicable, assignments will be restricted to eight (8) hours work.

(2) The general character of work which will ordinarily be performed by each assignment will be noted on crew board. Effort will be made to conform to such assignment as far as consistent with the requirements of the service.

Article 2

(b) All yard jobs that work (5) days in the yard during any week will be considered regular jobs, and a regular engineer will be assigned as long as the job works five (5) days per week.

(c) The change of one (1) hour in starting time (other than a change from standard to daylight savings time or the reverse), the change of the days off of a regular or regular relief assignment, or the change of one (1) mile or more of starting point of any regular job, will be considered a material change, and such job will be bulletined for five (5) days and assigned to the senior engineer applying.

When yard assignments are bulletined on account of a material change as provided by this Section 5(c), the engineers holding such assignments at the time they are bulletined will remain thereon during the life of the bulletin and until the assignment is made; except, if the days off of an assignment are changed, the engineer involved may exercise his seniority immediately.

Bulletins advertising vacancies in yard service will show the days off of the assignment advertised.

Section 6 - Starting Time

(a) Regularly assigned yard crews shall each have a fixed starting time and the starting time of a crew will not be changed without at least forty-eight (48) hours' advance notice.

(b) Where three (3) eight (8) hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 a.m. and 8:00 a.m.; the second 2:30 p.m. and 4:00 p.m., and the third 10:30 p.m. and 12 o'clock midnight.

(c) Where two (2) shifts are worked in continuous service, the first shift may be started during any one of the periods named in paragraph (b).

(d) Where two (2) shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 a.m. and 10:00 a.m. and the second, not later than 10:30 p.m.

(e) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in paragraphs (b) or (d).

Article 2

Note: Independent yard assignments may be required to perform general yard switching without additional compensation. Regular assigned yard assignments will not be annulled as a result of the application of this understanding.

(f) At points where only one (1) yard crew is regularly employed, it can be started at any time subject to paragraph (a).

(g) Where mutually agreeable on account of conditions produced by two (2) standards of time, starting time may be changed one (1) hour from the periods above provided.

NOTE: (Q) What compensation should be allowed an extra man who is called and at 4:00 a.m. relieves a regular man who is covering an assignment 12 o'clock midnight to 8:00 a.m., and the assignment works until 9:00 a.m.?

Regular engineer working four (4) hours.
Extra engineer working five (5) hours.
Remainder of crew working nine (9) hours.

(A) Extra engineer will receive a minimum day only.

(h) Road and yard engineers will be paid on the basis of time shown by the clock when advanced one (1) hour from Standard Time to "Summer Standard Time" on the last Sunday in April and when the clocks are set back one (1) hour from "Summer Standard Time" to "Winter Standard Time" on the last Sunday in October. (This will result in employees in yard service on duty at the time of the change being paid overtime after only seven (7) hours on duty in moving from Standard Time to "Summer Standard Time.")

Section 7 - Designated Point For Going On Duty and Off Duty.

(a) Yard engineers will have a designated point for going on duty and a designated point for going off duty: yard engineers' pay shall continue until they reach the point where they started the work, except that when the necessity of the service is such as to prevent a regularly assigned engineer from returning to the point where he started to work in order to be relieved by another engineer, the superintendent and local chairman will agree on a designated point where engineers may be relieved by other engineers.

(b) It is understood that point for going on and off duty will be governed by local conditions. In certain localities instructions will provide that engineers will

Article 2

report at the hump, others report at yard office, others at engine house, or ready track. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

(c) The time for fixing the beginning of assignment is to be calculated from the time fixed for the crew to begin work as a unit, without regard to preparatory or individual duties.

Section 8 - Meal Periods

(a) The time for fixing the beginning of meal periods is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

(b) All yard engineers will be allowed 20 minutes for lunch between 4 1/2 and 6 hours after starting work without deduction in pay.

(c) If yard engineers are not granted first lunch period within the prescribed time interval, between 4 1/2 and 6 hours after going on duty, each yard engineer shall be allowed 20 minutes pay in addition to his other earnings at the pro rata rate applicable to service that he performed during the prescribed time interval and shall be allowed a 20 minute lunch period as soon as possible thereafter.

(d) If yard engineers are held on duty longer than 4 1/2 hours but less than 6 hours after the prescribed time interval during which the first lunch period is to be given, each yard engineer shall be allowed a second 20 minute lunch period and, if not granted, each yard engineer shall be allowed 20 minutes at punitive rate of pay in addition to his other earnings.

NOTE: Public Law Board 4449, Award No. 2 will continue to apply to WLE employees with a seniority date prior to May 3, 1990.

(e) It is recognized in the application of the above that yard engineers do not ordinarily carry enough food for two lunches.

Section 9 - Arbitraries and Special Allowances

(a) Where it has been the practice or rule to pay a yard engineer arbitraries or special allowances or to allow another minimum day for extra or additional service performed during

Article 2

the course of or continuous after the end of the regularly assigned hours, such practice or rule is hereby eliminated, except where such allowances are for individual services not properly within the scope of yard service.

(b) Yard engineers shall not be used in road service when road engineers are available. When yard engineers are used in road service due to there being no road engineers available, they shall be paid miles or hours, whichever is greater, with a minimum of one (1) hour for the class of service performed in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

(c)(1) Yard Crews may perform the following work outside of switching limits without additional compensation except as provided below:

(i) Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from locations up to 25 miles outside of switching limits.

(ii) Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews. This paragraph does not apply to work train or wrecking service.

NOTE: For performing the service provided in (c)(i) and (ii) above, yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits. Such payments are limited to employees whose seniority date in engine or train service precedes November 1, 1985 and is not subject to general or other wage increases.

(iii) Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.

Article 2

(iv) Nothing in this Article will serve to prevent or affect in any way a Carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of July 26, 1978, except by mutual agreement.

(c)(2) Yard crews may perform hostling work without additional payment or penalty.

(d) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, shall not apply to employees whose seniority in engine or train service is established on or after November 1, 1985.

(e) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, not eliminated by this agreement shall not be subject to general, cost-of-living or other forms of wage increases.

Section 10

Yard engineers delivering their engines on roundhouse or designated track may prepare reports and register off duty while under pay.

Section 11

Article 7 - Changing switching limits of the May 23, 1952 Agreement is hereby amended to read as follows:

(a) Where an individual Carrier not having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The Carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the Carrier and the General Chairman or General Chairmen cannot so agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within sixty days following the date of the last conference. The Carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman or General Chairmen shall

Article 2

designate the exact questions or conditions such General Chairman or General Chairmen desire to submit to arbitration.

Such questions or conditions shall constitute the questions to be submitted to arbitration. The decision of the Arbitration Board will be made within 30 days after the Board is created, unless the parties agree at anytime upon an extension of this period. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon 7 days notice by the Carrier.

(b) This article shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

Section 12

Proper facilities will be provided for taking care of clothing and other property.

ARTICLE 3

FIVE-DAY WORK WEEK

Section 1

Each Carrier will establish for locomotive engineers in yard, transfer, and belt line service, or combinations thereof, represented by the Brotherhood of Locomotive Engineers, a work week of five basic days. Except as otherwise provided in this article, the work week will consist of five consecutive days with two days off in each seven. The foregoing work week article is subject to all other provisions of this agreement.

Section 2

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

Section 3

(a) When service is required by a Carrier on days off of regular assignments it may be performed by other regular assignments, or by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb regulations or practices on roads involving the use of emergency men or unassigned employees.) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time regulations. They may on different days, however, have different starting times within the periods specified in the starting time regulations, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving.

(b) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time regulations, as provided for in Section 3(a), such assignments may be established five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time regulations, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as

those of the employee or employees they are relieving.

(c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin regulations.

(d) Regulations providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in (a) and (b) of this Section 3.

(e) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with articles in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin regulations.

Section 4

(a) Accumulation - Agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

(b) At outlying or small yards where there are insufficient yard assignments to permit the establishment of regular relief assignments, days off work will be performed by establishing or continuing six (6) or seven (7) day regular yard engineer assignments at the straight time five (5) day yard rate of pay. This arrangement will also apply to engineers filling vacancies on such assignments on a "hold-down" basis.

(c) At outlying or small yards when there are sufficient regular yard jobs employed at any of these locations to permit the establishment of relief assignments, such assignments will be established and so-called "tag end" days filled by the regularly assigned yard engineers at straight time rate. At such time as extra lists may be established at any of these locations, "tag end" days will be filled by extra engineers.

NOTE: In the event the local chairman and the superintendent are unable to reach agreement on other arrangements for handling rest day relief work at outlying or small yards at which an engineers' extra board is not maintained and at which it is not possible to include all rest days in a regular relief assignment in that yard, the following arrangement may be placed in effect to handle rest days not included in a regular relief assignment:

Article 3

When an extra engineer is working the "days off" of a regular engineer under this arrangement and is held at the outlying point on the lay-in day of a six-day engine to work the day off of the regular engineer on the work day of the engine following the lay-in day, he will be paid a day at yard rate for the lay-in day, provided he works the job on the work day following the lay-in day.

Section 5 - Regular Employees

(a) Existing regulations which relate to the payment of daily overtime for regular assigned employees and practices thereunder are not changed hereby and shall be understood to apply to regular assigned relief men, except that work performed by regular assigned relief men on assignments which conform with the provisions of Section 3 of this article shall be paid for at the straight-time rate.

(b) Regular assigned yard and hostling service employees worked as such more than five straight-time eight-hour shifts in a work week shall be paid one and one-half times the basic straight-time for such excess work except:

- (1) As provided in Section 4(a) and (b);
- (2) When changing off where it is the practice to work alternately days and nights for certain periods;
- (3) When working through two shifts to change off;
- (4) Where exercising seniority rights from one assignment to another;
- (5) Where paid straight-time rates under existing regulations or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight-time rate is paid to an employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight-time eight-hour shifts referred to in this Paragraph (b).

(c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight-time rate for work referred to in Paragraph (b) of this Section 5, be utilized in computing the five straight-time eight-hour shifts referred to in such Paragraph (b) of this Section 5, nor shall time paid for in the nature

Article 3

of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours.

Existing regulations or practices regarding the basis of payment of arbitraries or special allowances and similar regulations are not affected by this agreement.

(d) Any tour of duty in road service shall not be considered in any way in connection with the application of this agreement, nor shall service under two agreements be combined in computations leading to overtime under the five-day week.

(e) A regularly assigned engineer whose yard assignment is temporarily annulled may:

- (1) Mark up on any engineer position under bulletin at the same terminal.
- (2) Displace any junior regularly assigned engineer in yard service at the same terminal. If unable to displace a junior engineer, he may mark up first out on the extra list for yard vacancies only.

Engineers exercising displacement privileges under the foregoing must have their legal rest before resuming duty on their regular assignment.

- (3) Regularly assigned engineers whose yard assignments are temporarily annulled and who exercise the above privilege in (1) or (2) of this paragraph (e), and regularly assigned engineers who are displaced resulting from such annulment and who exercise the above privilege (1) or (2) of this paragraph (e) must return to their regular yard assignments following the period of annulment.
- (4) Engineers who exercise the above privilege in (1) or (2) of this paragraph (e) must, as a requisite to being available for service, have at least eight (8) hours rest at the starting time of the assignment to which they displace.
- (5) A regularly assigned engineer whose assignment is annulled on a holiday will not be entitled to the privilege outlined in (1) of this section above if at the beginning of the holiday he is qualified to receive "holiday pay" for that day. (Not applicable to Buffalo Terminal.)

Article 3

- (6) Regularly assigned engineers who exercise displacement privileges outlined in (2) above will, insofar as such displacement is concerned, be considered as fulfilling the provisions of Article I, Section 2 of the National Agreement dated June 25, 1964.

Section 6 - Extra Employees

(a) Existing regulations which relate to the payment of daily overtime for extra engineers are not changed hereby. Any shift in yard service in excess of five straight-time shifts in yard service during any work week starting on Monday shall be paid for at time and one-half rate.

(b) The Carrier is entitled to have an extra engineer work five straight-time shifts in yard service in any work-week period without regard to overtime shifts which may be worked under the provisions of the Agreement of August 11, 1948. After an extra engineer has worked five straight-time shifts in yard service in any work week he will remain on the extra board, but will not be used in yard service during the remainder of that work week if other extra engineers assigned to such extra board are available who can work in such service at the straight-time rate.

(c) In the event an additional day's pay at the straight time rate is paid to an extra engineer for any other service performed or started during the course of his tour of duty in yard service, such additional day will not be utilized in computing the five straight-time shifts referred to in Paragraph (a) of this Section.

(d) In addition to the present method in effect of assigning employees to extra lists, the following will be placed in effect:

- (1) Regularly assigned engineers who are unable to work five days in the seven-day period, through no fault of their own, as a result of the exercise of seniority from one assignment to another, or due to reduction of assignments, will be permitted, on the days their assignments may be annulled or on the days off of their assignments, to mark up in seniority order on the extra list to work yard vacancies ahead of other extra men in order to work a total of five days in that seven-day period. If unable to work on the days their assignments may be annulled or on their days off because of insufficient vacancies through no fault of their

Article 3

own, they will be permitted to make up time on subsequent days off.

NOTE: The term "seven-day period" as used in this paragraph (1) means a period of seven days beginning with the first workday of their work week (the "old" work week, following the days off of their assignments, in the case of engineers exercising seniority.)

- (2) In all cases the privilege of making up lost time must be exercised on the earliest of the above days on which vacancies occur, otherwise the right to do so is forfeited.
- (3) If the foregoing results in a regular engineer working more than five days of his work week (the work week begins on the first workday following days off of the assignment) such service will be performed at the pro rata rate, except that this does not set aside the provisions of Article I, Section 2 of the National Agreement, dated June 25, 1964. (Holiday pay provisions.)
- (4) Regularly assigned engineers desiring to be placed on the extra list on their days off due to loss of time as set forth above, must mark-up with the callers one (1) hour after registering off duty.
- (5) Regularly assigned yard engineers will be given at least sixteen (16) hours advance notice when their assignment is annulled (temporarily laid in). This requirement will be considered as fulfilled if the engineer is notified as of the time he is relieved on the day preceding the annulment, or in the case the regularly assigned engineer is laying off, if he is notified when he marks up to return to work.

(e) Regular yard engineers who desire to do so may request to be marked up on the "Golden Board" for yard service on their days off. Engineers so marked up on the "Golden Board" will be placed on the bottom of the list at the time they go off duty on the fifth workday of their work week. Engineers must mark up with callers one (1) hour after registering off duty in order to be placed on "Golden Board."

In the event two or more engineers are so situated as to be marked up at the same time, they will be marked up in order of seniority. Such engineers will stand for service on their days off only in the event there are no engineers otherwise assigned to the extra list rested and available for service.

Article 3

Engineers marked up on the extra list under this provision will become available for service eight (8) hours after they are relieved from their regular tour of duty on the fifth day of their work week. They will not be available for any service reporting later than sixteen hours prior to the reporting time of the regular assignment on the first day of their work week. In the event such engineers mark off or otherwise miss calls for service on their days off, they will be restricted from performing days off service during the balance of the work week involved.

Section 7

(a) All regular or regular relief assignments shall be for five consecutive calendar days per week of not less than eight consecutive hours per day, except as otherwise provided in this article.

(b) An employee on a regular or regular relief assignment who takes another regular or regular relief assignment, will take the conditions of that assignment, but if this results in the employee working more than five days in the period starting with the first day of his old work week and ending with the last day of his new work week, such day or days will be paid at straight time rate.

(c) An employee who leaves an extra board for a regular or regular relief assignment will work the days of his new assignment at straight time rate, without regard to the number of days he may have worked on an extra board.

Section 8

(a) The provisions of this Article applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof.

(b) None of the provisions of this Article relating to starting time shall be applicable to any classification of employees included within the scope of this Article which is not now subject to starting time regulations.

Section 9

Existing articles and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards and the operation of working lists, etc., shall be changed or eliminated to conform to the provisions of this regulation in order to implement the operation of the reduced work week on a straight time basis.

Article 3

Section 10

The parties hereto having in mind conditions which exist or may arise on individual Carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the Carrier, may enter into additional written understandings to implement the purposes of this Article, provided that such understandings shall not be inconsistent with this Article.

ARTICLE 4

FREIGHT SERVICE

Section 1

(a) The rates of pay for engineers in through and irregular freight, pusher, helper, roustabout, mine-run, work, wreck, construction, circus train, troop train, snow plow service, and trains of empty passenger equipment going to and returning from troop movement, trains established for the exclusive purpose of handling milk, and all other unclassified service, are as set forth in the applicable National Agreement.

(b) (Applicable to Wabash Only) When engineers are called to clear main track that is blocked with snow that requires the service of any form of snow plow, they will be paid time and one-half at through freight rate for class of engine used, with a minimum of eight (8) hours, or one hundred (100) miles for such service.

Section 2

In all classes of service covered by this article, except through freight service and through passenger service, one hundred miles or less, eight hours or less (straight-away or turn-around) shall constitute a days work; mileage in excess of one hundred miles shall be paid for at the mileage rates provided, according to class of engine or other power used.

Section 3

The miles encompassed in the basic day in through freight service (currently 130) and the divisor used to determine when overtime begins (currently 16.25) will be as provided in the current National Agreement. In other freight service, runs of one hundred miles or less overtime will begin at the expiration of eight hours; on runs over one hundred miles overtime will begin when the time on duty exceeds the miles run divided by twelve and one half. Overtime shall be paid for on the minute basis, at an hourly rate, according to class of engine or other power used.

Section 4

Engineers in pool or irregular freight service may be called to make short trips and turn-arounds with the understanding that one or more turn-around trips may be started out of the same terminal and paid actual miles with a minimum of one hundred (100) miles for a day, provided (1st)

ARTICLE 4

that the mileage of all trips does not exceed one hundred (100) miles, (2nd) that the distance run from the terminal to the turning point does not exceed twenty-five (25) miles, and (3rd) that engineers shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight (8) consecutive hours, except as a new day, subject to the first in, first out article or practice. This will not permit short turn-around trips to be computed continuous to trips more than twenty-five (25) miles straight-away, nor engineers to be run off of their assigned territory.

When practicable to do so, engineers will be notified when called, if they are to be used in short turn-around service.

Section 5

Engineers will not be used in turnaround service at the home or away-from-home terminal more than once in succession when other engineers are available. (Also see Article 29 Sections 3, 4, and 5)

Section 6

The company will endeavor to regulate the regularly assigned pool freight engineers so that they will get the required rest at both terminals without dispatching extra engineers. (Also see Article 29, Section 3, 4 and 5)

Section 7 - (applicable to Wabash only)

Through freight engineers will not be run around at any terminal nor at any turn-around point, as stipulated in this article, in the event they have sufficient time to perform any desired service at an average speed of twelve and one-half (12 1/2) miles per hour with trains known as dead freight, full tonnage trains, etc., and fifteen (15) miles per hour with trains known as time freights. Time under consideration being, that, before being, required to tie up for rest as per Article 23, from the time they are ordered to leave the terminal.

NOTE: (1) For the purpose of eliminating the necessity of holding surplus 13th District engine crews at the away-from-home terminal, St. Louis, it is agreed that the above paragraph is suspended in so far as dispatching engineers out of Decatur to St. Louis is concerned.

ARTICLE 4

(2) Pool freight engineers and extra engineers need not be dispatched out of Decatur to St. Louis unless they have twelve (12) hours to work under the Hours of Service Act, if other men are available.

Section 8 - (applicable to NKP only)

When necessary to use a pool engineer out of a division terminal in through freight service, and the pool engineer who stands first out has not had the rest provided by law, the pool engineer first out who has not less than the unexpired time hereinbelow specified shall be used.

Buffalo Division.....	7 1/2 hrs.
Cleveland Division.....	8 hrs.
Fort Wayne Division -	
Bellevue to Fort Wayne or reverse.....	7 1/2 hrs.
Lima-Bellevue Pool.....	6 hrs.
Chicago Division.....	8 1/2 hrs.

NOTE: This section will not apply to pool engineers used in turnaround service except for Bellevue-Fostoria turns and in such instances the specified amount of unexpired time will be eight hours.

Section 9 - (applicable to NKP only)

If there is no pool engineer available with the unexpired time specified above, an extra engineer or the pool engineer with the greater amount of unexpired time may be used, and when so used, pool engineers with a lesser amount of unexpired time shall not be considered as runaround.

Section 10

Except as otherwise provided, when it becomes necessary to swell the pool, the swell/make-up engineer will be deadheaded back to his home terminal unless there is a reasonable probability of a place where he can be worked back to his home terminal, in compliance with the first-in first-out article, within 16 hours after his arrival at the away-from-home terminal.

Section 11

(a) Engineers in other than passenger service when obliged to run for fuel or water, double up or down hills or

ARTICLE 4

cut off their engines to assist other trains to avoid doubling, will be paid actual mileage. No allowances will be made under this section unless the mileage added to the mileage of the run exceeds the basic day mileage.

(b) Engineers arriving at terminal for fuel or water or due to engine failure or account of a derailment involving their own train or with a portion of their train will not be regarded as arriving at terminals, it being understood, however, that in event of delay at terminals of one (1) hour and thirty (30) minutes or more, a minimum allowance of four (4) hours at pro rata rate will be made.

NOTE: This section not to apply if an equal or greater amount of road overtime is earned on the trip, computed from time required to report for duty until time of final release.

Section 12

(a) Except as otherwise provided, extra engineers at a freight pool's home terminal or at the away-from-home terminal where a road extra board is maintained for that seniority district will be used in the following services when the service is to originate out of that terminal:

- Hours of Service
- Turnaround Service
- Circus Train Service
- Exclusive Snow Plow Service
- Work Train Service (except if the work train is to operate to the opposite terminal when a pool engineer will be used.)

NOTE: Mileage made by extra engineers in service covered by this section will not be included in pool freight mileage regulation.

(b) Applicable to Wabash-Moberly District only. This is in reference to made-up (extra) crews dispatched to relieve a crew en route due to the Hours of Service Act. When dispatched to relieve a crew en route due to the Hours of Service Act, except in cases where the relief engineer will be required to operate the train to the opposite terminal, in such cases a pool engineer will be used and, upon arrival at opposite terminal, he will take his place in the pool as

ARTICLE 4

provided for by the schedule rules.

Section 13 (Applicable to Wabash only)

Engineers in pool freight service will be dispatched first-in, first-out, on the territory to which assigned, regardless of engine furnished, and will be released at all through freight terminals upon arrival, except as otherwise provided.

Section 14 (Applicable to Wabash only)

In changing engines on the road on assigned runs, the regularly assigned Engineers will remain with the train regardless of the engine furnished. Should an extra Engineer be on the assigned run he will be considered as the regular assigned Engineer. Engineers on passenger trains will remain on train regardless of engine furnished.

Engineers in through freight service required to change trains with another crew on duty en route will be considered as having started a new trip.

On pooled territory through freight Engineers will remain with trains from terminal to terminal, in event engines are changed en route due to instructions by the Company, except due to engine failure.

Note. 1. Where crews are required to change engines en route due to a damaged or defective condition of either or both the engines involved, both engines continuing to handle a train, engine crews will remain with their train.

2. (a) Where due to a damaged or defective condition of an engine en route with a train, another engine is dispatched light from the pool freight terminal to handle the train involved to its objective terminal, engine crews will remain with the engine on which dispatched, provided they are in the same class of service and assigned on the same territory. If not in the same class of service and assigned on the same territory, the crew which had been handling the train will continue with the train, unless otherwise relieved.

(b) Where the situation outlined in Paragraph (a), above, occurs on the Decatur-Peru territory, in calling a crew to man the light engine dispatched out of the pool freight terminal, the same crew will be called as if a crew was being called to handle a train to the opposite terminal, except that:

Article 4

(1) Where the light engine is being operated out of Decatur to Tilton, or to a point between Decatur and Tilton, to relieve a damaged or defective engine on a westbound train, the light engine will be manned by a Decatur Division crew assigned in the Decatur-Peru pool.

(2) Where the light engine is being operated of Peru to Tilton, or to a point between Peru and Tilton, to relieve a damaged or defective engine on an eastbound train, the light engine will be manned by a Montpelier Division crew assigned in the Decatur-Peru pool.

(c) The crew on the damaged or defective engine may either be used to operate the defective engine to either terminal, or deadheaded to either terminal.

The handling outlined above will not be considered as in violation of any of the provisions of the agreements covering the interdivisional runs applicable to the territory between Decatur and Peru.

3. This note is effective November 15, 1956, and may be canceled automatically on ten (10) days written notice by either party to the other.

ARTICLE 5

RUNAROUND

Section 1

(a) Except as provided in (b) below, when the place of an engineer in pool freight service is runaround account not being called when it stood to be called under the articles, such place shall retain its relative position and the engineer whose place stood to be called when the runaround occurred shall, if he was available, be allowed one basic day.

(b) (Applicable to LEW engineers only) Engineers who are runaround through no fault of their own, or are not used in their turn under the rules, will be paid for time lost with a minimum of not less than one minimum day and will be marked up last out.

(c) Employees will be called in the order they are marked up and available for service. In no case is an employee due compensation if not called due to not being rested under the Hours of Service Law.

Section 2

When an engineer holding a place on a regularly established extra list is runaround account not being called when he stood to be called under the articles, he shall retain his relative position and be allowed one basic day for such runaround.

Section 3

When an emergency engineer is runaround account not being called when he stood to be called under the articles, he shall be allowed one basic day for such runaround.

Section 4

An engineer holding a regular place in a freight pool or on an assigned run or yard assignment who is used in other service when not required by schedule articles to be used, or who otherwise fails to go out on his regular place through some omission of the railroad company, thus causing him to miss his regular place, shall be paid not less than the road miles or yard engine hours that he would have made in his regular place less any amount received until restored to his regular place.

Article 5

Section 5

(a) Employees runaround during their tour of duty through no fault of their own will be marked up at the opposite terminal in the same relative position as they stood at the terminal where their assignment went on duty. It is not the intent of this understanding to require crews to be run in the same order as called.

(b) Engineers used in turn service will be marked up according to their off duty time relative to other engineers approaching the terminal.

Section 6 - Active/Inactive Boards

(1) Engineers will be marked up on the appropriate board (active or inactive) at their final terminal in the order in which they reported for duty at the initial terminal of the trip. Where an engineer who is to be marked up on the active board at the final terminal and who reported for duty ahead of it at the initial terminal, the engineer "kicked up" from the inactive board to the active board will stand on the active board below the engineer or engineers who reported for duty at the opposite terminal ahead of the "kick up" engineer.

Example:

Initial terminal Peru, final terminal Decatur.

Peru Engineer A	reports for duty at Peru at	8:10 a.m.
Decatur Engineer 1	" " " " " "	8:25 a.m.
Decatur Engineer 2	" " " " " "	8:50 a.m.
Peru Engineer B	" " " " " "	9:30 a.m.
Peru Engineer B	arrives at Decatur at	4:00 p.m.
Decatur Engineer 2	" " " " "	4:50 p.m.
	and "kicks" Decatur Engineer 5 to the active board	

Decatur Engineer 1	arrives Decatur at	5:30 p.m.
	and "kicks" Decatur Engineer 6 to the active board	

Peru Engineer A	arrives Decatur at	6:30 p.m.
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These engineers would be marked on the boards at Decatur as follows:

Active Board

Peru Engineer A
 Decatur Engineer 5
 Decatur Engineer 6
 Peru Engineer B

Inactive Board

Decatur Engineer 1
 Decatur Engineer 2

Article 5

(2) Notwithstanding the order in who the engineers stand on the active board at the initial terminal, an engineer who is not fully rested may be runaround without penalty to the Carrier, and when next used will be marked on the board at the final terminal for that trip in the order in which it reported for duty at the initial terminal.

Example:

Using the "Active Board," above, Peru Engineer "A" has moved up to where it is standing first out on the active board at Decatur but is not rested at the time the engineers for any of the next three trains operated, Decatur to Peru, report for duty. Decatur Engineers 5 and 6, and Peru Engineer "B," respectively, may be used on those trains without penalty to the Carrier, and when Peru Engineer "A" arrives Peru it will be marked up on the inactive board at Peru behind Peru Engineer "B."

(3) In determining the time at which an engineer reported for duty at its initial terminal, the "Time First Went on Duty" on the engineer's time report will be used.

(4) The foregoing will not affect the manner in which engineers are deadheaded because of an inactive engineer from their district having been used due to the active board being exhausted, as provided for in interdivisional run-through agreements, are marked up.

(5) Road engineers working in the Interdivisional freight pools and the dispatching forces will cooperate to see that no unnecessary delays will occur to the trains as a result of the engineers eating.

(6) Provisions of existing agreements in conflict with the foregoing are suspended during the life of this Section 6.

ARTICLE 6

BEGINNING AND ENDING DAY

Section 1

1. In all classes of service, other than passenger, engineers' time will commence at the time they are required to report for duty except as otherwise provided in this Article, and shall continue until they are relieved at terminal and the required reports are completed while under pay. All advance call time articles are superseded and the management may designate the time for reporting for duty.

Section 2 - (applicable to Wabash only)

Time of road engineers will begin not less than twenty (20) minutes prior to the time for which they are called.

Section 3 - (applicable to Wabash only)

Time of yard engineers will begin not less than ten (10) minutes prior to the time for which they are called.

Section 4 - (applicable to Wabash only)

Time of Wabash yard engineers on double or more crewed engines will commence at the time required to relieve the engineer on duty, except that (10) minutes at the beginning of the day will be allowed on double or more crewed engines, in the event that the relief engineer does not receive the same engine(s) at the beginning of tour of duty that the previous engineer had operated.

ARTICLE 7

SELF-PROPELLED MACHINES

Section 1

Articles or practices under which a locomotive engineer where presently required, is employed on on-rail self-propelled vehicles or machines for the purpose of operating the machine in the performance of all the work for which such machines are designed are retained.

Section 2

Except under the conditions herein specifically prescribed, operating employees need not be used on self-propelled vehicles or machines. It should be noted in addition that this agreement does not alter any existing articles or practices except as specifically stated herein.

ARTICLE 8

WORK TRAIN SERVICE

Section 1

Definition of a work train: A train used to handle material involved in the construction of new work by any department, or any work involved in the maintenance of tracks, bridges, buildings, signal service, telephone or telegraph service of the company; such work will include the picking up and disposing of waste material, including wreckage of property destroyed by train wrecks, by washouts or any obstructions to track.

Whenever engines are used, doing construction work on company property, engineers will be assigned in all cases where such work requires main line movements by locomotives of contractor, or any new work within yard limits that is an extension to the yard wherein such engines will occupy or use any part of the previously established yard tracks.

Section 2

Engineers in work train service will be paid through freight rates for the class of engine used. The Carrier may utilize engineers on work trains to perform revenue service without penalty.

Section 3

One hundred (100) miles or less, eight (8) hours or less, to constitute a day's work; miles in excess of one hundred (100) will be paid for at the mileage rates provided. On runs of one hundred (100) miles or less, overtime will begin at the expiration of eight (8) hours; on runs of over one hundred (100) miles overtime will begin when the time on duty exceeds the miles run divided by twelve and one-half (12 1/2). Overtime shall be paid for on the minute basis at an hourly rate of three-sixteenths (3/16ths) of the daily rate, according to class of engine or other power used.

Section 4

Engineers in work train service held over at other than home terminal will be allowed a work train day for each day held without work.

Section 5

Where it is apparent that work trains will remain in

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service for five (5) days or more, such job will be bulletined in time to make the regular assignment at time of its going into service.

Work train service of longer duration than five (5) days will be bulletined and assigned to the oldest engineer applying for same. Engineers not assigned to work trains in accordance with the above article will be released when regular assignment is made, and allowed to resume their regular service.

Engineers may be regularly assigned in work train service for five (5) days a week.

Section 6

Engineers that have been in work train service may be tied up for rest in less than ten (10) hours without being under pay while tied up, but if work train is to go into other class of service at termination of rest period, they will automatically go on duty and under pay at termination of the legal rest period, at the rate for class of service which they are to perform. (Revised in accordance with letter agreement (National level) November 13, 1970)

Section 7

Work trains operated both within switching or yard limits where yard crews are maintained and outside switching or yard limits during a tour of duty shall be manned by road engineers and the highest rate applicable, road or yard, will be allowed. Work train service and pusher service that is performed exclusively within yard limits where yard crews are maintained shall be considered yard work and yard rates will apply.

Section 8

Engineers handling wreck trains will be furnished meals.

Section 9

Yard engineers shall be used on all transfer, construction, maintenance of way and work trains doing work exclusively within the switching limits. This not to interfere with the practice of having switch engines handle wreck trains at intermediate points where no road engineers are available.

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Section 10

In all unassigned work train service out of division terminal which at that time of calling is not expected to go through to opposite terminal, extra men will be used from points where extra lists are maintained.

Except as otherwise provided, pool engineers will be used on work trains which are expected to operate through to opposite terminal on the first tour of duty. In case an extra engine crew in work train service goes through to the opposite terminal, they will be marked on the board in the pool and if not used in 16 hours will be deadheaded. If within 16 hours, but following the rest period of the extra engineer, there is to be a work train run from such opposite terminal, which is expected to operate through to the extra engineer's originating terminal, the extra engineer will be used.

NOTE: The portion of the above article reading "if not used in 16 hours will be deadheaded" is understood to mean that if such extra engineer is not used back to his home terminal within 16 hours he will be deadheaded.

Section 11

If a road extra board at the away-from-home terminal is not maintained for that seniority district, work train service known to be more than one day's duration, an extra crew will be deadheaded to such away-from home terminal sufficiently in advance of the time and date the first day's service is required to be available for service thereon and will be used on the work train for the duration of the time needed.

ARTICLE 9

HELD-AWAY-FROM-HOME TERMINAL/
EXPENSES AWAY FROM HOME TERMINAL/LODGING

A. HELD-AWAY-FROM-HOME TERMINAL

Section 1

Engineers in pool freight and in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen (16) hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held sixteen (16) hours after the expiration of the first twenty-four (24) hour period, they will be paid continuous time for the time so held during the next succeeding eight (8) hours, or until the end of the second twenty-four (24) hour period, and similarly for each twenty-four (24) hour period thereafter.

Section 2

Should an engineer be called for service or ordered to deadhead after pay begins, the held-away-from-home-terminal time shall cease at the time pay begins for such service or, when deadheading, at the time the train leaves the terminal, except that in no event shall there be duplication of payment for deadhead time and held-away-from-home-terminal time.

Section 3

Payments accruing under this article shall be paid for separate and apart from pay for the subsequent service or deadheading.

Section 4

For the purpose of applying this article, the railroad will designate a home terminal for each crew in pool freight and in unassigned service.

B. EXPENSE AWAY-FROM-HOME TERMINAL

Section 1

When the Carrier ties up a road service crew, or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home

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terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the Carrier's expense or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

If an allowance is being made in lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging is supplied, or offset against an equivalent allowance. This shall be worked out on a local basis.

Section 2

When the Carrier ties up a road service crew, or individual members thereof, at a terminal (as defined in Section 1) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$6.00, and an additional \$6.00 meal allowance will be provided after being held an additional 8 hours. (Revised per Letter Agreement dated February 9, 1972 (National Level)) (Increased to \$6.00 effective 11/1/94 by Article VII, 11/17/91 BLE National Implementing Agreement)

NOTE: For the purposes of Sections 1 and 2, extra board employees shall be provided with lodging and meal allowance in accordance with the article governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

Section 3

Effective June 1, 1971 Sections 1 and 2 are amended to cover extra men filling temporary vacancies at outlying points subject to the following additional conditions:

- (a) The outlying point must be either 30 miles or more from the terminal limits of the location where the extra list from which called is maintained, or 60 miles or more from the reporting point of the extra list from which called.
- (b) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

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C. LODGING

Section 1

(a) (1) "Suitable lodging" shall meet the standards hereinafter specified with consideration being given to distance:

(2) Newly constructed facilities or existing structures that are remodeled by the Carrier shall have single occupancy bedrooms and be air-conditioned with provision for control of temperature in each room.

(3) Lodging accommodations provided, other than those referred to in subsection (a)(1), will be single occupancy.

(4) Individual beds (bunks or double-decked beds are not permissible) equipped with quality springs, innerspring or equivalent mattress, sufficient blankets, pillow, clean sheets and pillow case will be provided. Sheets and pillow case will be changed by other than employees, parties hereto, after each occupancy.

(5) Adequate supply of hot and cold running water, towels, toilet, and soap will be furnished.

(6) Rooms shall include facility for hanging clothing, a mirror, not less than one chair for each occupant, a table, and shall be adequately heated or cooled according to seasonal requirements, and have windows screened unless sealed, equipped with shades to exclude light, and shall be maintained in clean and sanitary condition.

(7) Bath and toilet facilities shall be accessible on the same floor as sleeping rooms.

(8) Lodging accommodations provided will be available to the engineer during the entire period of layover.

(b) (1) In event a designated facility becomes unavailable for any reason, or the Carrier decides to change from one lodging facility to another, representatives of the parties will confer promptly (in advance of the change in accommodations when practical) and make a joint inspection of facilities proposed to be used to determine whether the facilities to be designated meet the standards set out in Section 1 hereof, following which Carrier will publish, by bulletin, notice of change in lodging facilities.

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(2) In event sleeping accommodations in a designated facility should be unavailable for occupancy in excess of one (1) hour following a request for same by qualified employee, the Carrier will, upon request by the engineer involved, provide suitable lodging elsewhere with transportation at no cost to the engineer.

(c) Complaints regarding lodging facilities furnished will be made in writing to the Superintendent in charge of the territory in which the lodging facility is located and will include a full statement of the irregularity or deficiency complained of, including time, date, and place of the occurrence giving rise to the complaint.

(d) In the event a General Chairman contends that the lodging facilities are not suitable, a prompt on the ground joint inspection will be made and, if necessary, correction made.

(e) Facilities constructed or existing structures remodeled by the Carrier shall have a lounge-recreation room furnished with lounge type and other chairs, adequate for the number usually accommodated, table and rack or shelf for books and periodicals.

(f) If the assignment of an employee is such that the away-from-home terminal of his crew assignment is at the point at which he maintains his place of residence on the date of this Memorandum of Understanding, he may elect in writing to receive a \$3.00 allowance in lieu of the lodging to which he would otherwise be entitled under Article II of Section 1 of the June 25, 1964 Agreement. The election may be revoked in the same manner. An employee will not be furnished lodging (or an allowance in lieu thereof) at both the home terminal and the away-from-home terminal or any run under any circumstances.

(g) If an individual employee, because of physical ailment or affliction, cannot accept lodging furnished in kind as provided herein, he may request in writing and be paid an allowance of \$3.00 in lieu thereof, provided the Local Chairman representing the class in which he is employed and the Division Superintendent both concur in his request.

(h) Engineer pilots and engineers of crews in work train service who are tied up at an intermediate point on line of road, not under pay, for four (4) hours or more, will be furnished suitable lodging or reimbursed for the cost of lodging. Engineers of other crews who are tied up and given

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rest period at an intermediate point between the terminals of their run for four (4) hours or more account of the Hours of Service Law will be furnished suitable lodging or reimbursed for the cost thereof.

(i) (1) When an engineer is tied up at a point where he is entitled to be furnished lodging, he will be notified if he is to be required to report for service or deadhead in less than four (4) hours from the time of tie-up. Such notice will be given at or before tie-up when practicable, otherwise not later than the time he presents himself for lodging at designated facility. If not so notified, he will be considered eligible for lodging.

(2) When conditions change and it develops an engineer, who has been notified as prescribed in preceding paragraph (1), will not be required to report for service or deadhead in less than four (4) hours from the time of tie-up, reasonable effort will be made to promptly inform him of the change so he may obtain lodging.

(3) When an engineer, who has been notified in accordance with paragraph (1), subsequently in response to call reports for service or deadhead in less than four (4) hours from time of tie-up, and departure (as defined in Initial Terminal Delay article) is delayed beyond one (1) hour and fifteen (15) minutes, the actual delay in excess of one (1) hour and fifteen (15) minutes (after excluding time consumed in actual performance of work for which payment of arbitrary or special allowance is provided, as well as the time allowed when applicable at initial terminals for adjustment of mileage factors under Initial Terminal Delay article) will be added to the interval from time of tie-up to resumption of service time in computing a "constructive" tie-up time for the purpose of this article.

When the "constructive" tie-up time equals four (4) hours or more, the employee affected will be considered to have qualified for lodging or allowance in lieu thereof.

(j) An extra engineer assigned to an extra list at any away-from-home terminal who is used to fill a vacancy on a pool assignment occurring at such away-from-home terminal will be furnished suitable lodging at the home terminal of the assignment, provided he qualifies therefore under the terms of the Suitable Lodging Agreement dated July 16, 1965.

ARTICLE 10

MORE THAN ONE CLASS OF ROAD SERVICE

Road engineers employed in any class of road service may be required to perform two or more classes of road service in a day or trip subject to the following terms and conditions:

(A) Payment:

1. Except as qualified by A-2 below, payment for the entire service shall be made at the highest rate applicable to any class of service performed, the overtime basis for the rate paid to apply for the entire trip. Not less than a minimum day will be paid for the combined service.

When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate applicable to any engine used shall be paid to the engineer for the entire day or trip.

2. Road engineers in through freight and passenger service only shall receive full payment for the regular day or trip based on miles or hours applicable to the regular day or trip plus extra compensation on a minute basis for all additional time required in other class of road service.

The rate paid both for the regular trip and for the additional time shall be the highest rate applicable to any class of service performed during the entire day or trip.

When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate applicable to any engine shall be paid to the engineer for the entire day or trip.

Overtime rate shall apply to the extra compensation only to the extent that the additional service results in overtime for the entire day or trip or adds to overtime otherwise payable for hours required for the regular trip.

Examples for the application of this Paragraph A-2 are:

(a) An employee in through freight service on a run of a basic day is on duty a spread of 8 hours, including 2 hours of another class of road service - Employee will be paid a basic day or 8 hours at pro rata rate for the trip plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any

class of service performed.

(b) An engineer in through freight service on a run of a basic day is on duty a spread of 9 hours, including 2 hours of another class of road service - Engineer will be paid a basic day or 8 hours at pro rata rate for the trip plus 1 hour at pro rata rate and 1 hour at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(c) An engineer in through freight service on a run of a basic day is on duty a spread of 10 hours, including 2 hours of another class of road service - Engineer will be paid a basic day or 8 hours at pro rata rate for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(d) An engineer in through freight service on a run of a basic day is on duty a spread of 12 hours, including 2 hours of another class of road service - engineer will be paid a basic day or 8 hours at pro rata rate plus 2 hours at time and one-half for the trip plus 2 hours at the time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(e) An engineer in through freight service on a run with miles in excess of a basic day, and does not earn overtime, including 2 hours of another class of road service - engineer will be paid a basic day plus excess mileage for the trip, plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(B) This article applies to:

1. Unassigned and/or assigned road service.
2. Another class of road service regardless of when notified, whether at time called, at the outset of, or during the tour of duty.
3. Passenger service, except that helper or pusher service not a part of the regular passenger assignment, or wreck or work train service, should not be required except in emergencies.

(C) This article does not involve the combining of road with yard service nor modify or set aside:

Article 10

1. Lap-back or side trip regulations except when a combination of service includes work, wreck, helper or pusher service and such movements are made in the performance of work, wreck, helper or pusher service.

2. Conversion regulations.

3. Terminal switching and/or special terminal allowance regulations.

ARTICLE 11

MILEAGE REGULATIONS

Section 1

When from any cause, it becomes necessary to reduce the number of Engineers on the Engineer's working list on any seniority district, those taken off may, if they so elect, displace any Fireman Helper their junior on that seniority district under the following conditions:

A. Except as modified by Section 2, no reduction will be made so long as those in assigned pool freight, or other road service paying freight rates, are averaging the equivalent of three thousand two hundred (3,200) miles per month. On road or road-yard extra list are averaging the equivalent of three thousand (3,000) miles per month. Or those on exclusive yard extra list are averaging the equivalent of twenty six (26) days per month.

Note: In the application of this rule it is agreed that in yard service eight (8) hours or less (a basic day) shall be computed as 1.2 days in the regulation of mileage of Engineer's road-yard or exclusive yard extra lists, and in assigned yard service. It is understood to be the equivalent of one hundred twenty (120) miles, and that overtime or time paid at the rate of time and one-half will be reduced to miles on the basis of eight (8) hours at time and one-half being equivalent to one hundred eighty (180) miles.

B. When reductions are made they shall be in reverse order of seniority.

Section 2

Except as modified by this section; in assigned freight, pool freight (chain gang) service, or other assigned road service paying freight rates, a sufficient number will be assigned to keep the average mileage, or equivalent thereof, between three thousand two hundred (3,200) and three thousand eight hundred (3,800) miles per month. Note: for adjustment purposes a month shall consist of 30 days. All monthly mileage totals shall be adjusted accordingly.

Each Division shall have the right to change the mileage amounts set forth in above paragraph once a year on a majority

vote of its membership as prescribed below:

- At the first Division meeting in January proposals will be accepted, with a second, to amend the mileage amounts on a district or assignment.
- No Division shall be allowed to amend the mileage amounts on any district below a minimum of three thousand (3000) miles or a maximum of four thousand, two hundred (4200) miles.
- Any mileage proposal must be divisible by one hundred (100)
- Votes shall be counted at the First Division meeting in March and become effective April 1st.
- This will not amend or change any existing interdivisional pool agreements.
- If the carrier elects to establish a new freight pool, Division vote will be taken to establish mileage regulations in the newly created pool.

Note: When necessary to make an adjustment under the provisions of this section, freight pools shall be regulated at a midway point between the minimum mileage and the maximum mileage.

Section 3

In assigned yard service, regulations will be made by requiring regularly assigned men to lay off, on written request of Local Chairman, when the equivalent of thirty-five (35) days in a calendar month has been reached, if extra, demoted or qualified Engineers are available.

Section 4

(The following provisions are not intended to apply to Side Letter No. 20 guaranteed extra boards). In the event a freight pool, or Engineer's extra list is comprised of such a limited number that the addition of engineers to the pool or extra list would result in averages below the equivalent of the minimum mileages herein above stipulated, Engineers shall be required to lay off when the maximum mileage or the equivalent thereof has been equaled or exceed in any 30 day

Article 12

period.

Section 5

On road or road-yard extra lists, a sufficient number of Engineers will be maintained to keep the average mileage, or equivalent thereof, between three thousand (3,000) miles and three thousand eight hundred (3,800) miles per month.

In the regulation of mileage of Engineers assigned on road or road-yard extra lists, the following will govern:

When adjustments are made in road or road-yard extra lists under this rule, the total mileage, or equivalent thereof, chargeable to the extra list during the fifteen (15) day checking period should be multiplied by two (2) and the result thus obtained divided by the number of Engineers assigned on the extra list.

In order to determine the number of Engineers to be assigned on the extra list, if the average mileage produced by the method described above is less than three thousand (3,000), the total mileage should be divided by three thousand, three hundred (3,300), and if the average mileage is in excess of three thousand, eight hundred (3,800), the total mileage should be divided by three thousand five hundred (3,500).

The result of such calculation, as nearly as mathematically practicable, shall determine the number of Engineers to be assigned on the particular extra list involved. A fraction of more than five-tenths (5/10ths) will be the equivalent of another Engineer.

Section 6

On exclusive yard extra lists, a sufficient number of Engineers will be maintained to keep the average mileage, or equivalent thereof, between two thousand six hundred (2,600) miles and three thousand five hundred (3,500) miles per month.

Note: When necessary to make an adjustment under the provisions of this section, the regulation shall, in so far as it is practicable, be based on average of as near thirty (30) days per month as possible.

Article 12

Section 7

In the application of the sections of this rule, it is understood that:

A. The present practice of setting up regular assignments in service paying freight rates averaging less than three thousand (3,000) miles per month may be continued.

B. Road or road-yard extra lists may be maintained at outlying points where there is sufficient extra work to permit one (1) man to average the equivalent of two thousand six hundred (2,600) miles per month in freight or other service paying freight or yard rates.

Section 8

In regulating the working list in the respective classes of service, each list will be handled separately. In the regulation of mileage, neither the minimum or maximum is guaranteed.

Section 9

In regulating the mileage of Engineers in pool freight or on extra lists, a fifteen (15) day basis will be used.

A. Adjustment of Engineers in pool freight or on extra lists will be made on the basis of average mileage made by Engineers in fifteen (15) day periods, which shall be mileage made the first fifteen (15) days, and the last fifteen (15) days of the month, provided the mileage records indicates an adjustment is required under the provisions of this agreement.

In the event there are more or less than 15 days in the second checking period of the month, the pools shall be regulated on a 15-day average for that period.

B. The total mileage, or equivalent thereof, accumulated in the fifteen (15) day checking period will be multiplied by two (2) and divided by the number of Engineers, and result of this calculation will determine the average mileage earnings for the purpose of making such adjustment as may be necessary.

C. The adjustment of engineers and firemen in pool freight (except interdivisional-interseniority district pools) and on extra boards based on mileage made during the first fifteen (15) day checking period of the month will be made

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effective at 12:01 p.m. on the 20th day of the month.

D. The adjustment of engineers and firemen in pool freight (except interdivisional-interseniority district pools) and on extra boards based on mileage made during the last fifteen (15) day checking period of the month will be effective at 12:01 p.m. on the 5th day of the following month.

Section 10

No demoted Engineer will be permitted to hold a run as Fireman-helper on any seniority district while a junior Engineer is working on the Engineers' extra list, or holding a regular assignment as Engineer on such seniority district unless otherwise provided.

Section 11

Carrier shall be required to provide mileage records for the purpose of adjustments in a timely manner. If accuracy of mileage records is in question, Carrier shall be required to provide documentation.

Carrier will cooperate with the Local and General Chairman by furnishing a check of the mileage of individual Engineers, on request.

Note: The phrase "trip mileage," or the equivalent thereof, and accumulated "mileage for the month" is understood to include only total actual miles run or what is commonly known as wheel or line miles. Total wheel miles for a trip will be at least the mileage equated to a basic day. Total wheel miles for a deadhead will be in accordance with what the Engineer is paid for deadheading.

Section 12

If any Engineer should exceed the maximum miles, as stipulated in the preceding sections, in a calendar month, such excess will be charged to his mileage in the following calendar month. Except that this shall not apply to Engineers who were not permitted to lay off on the date they accumulated their maximum mileage due to extra, demoted, furloughed, or qualified Engineers (who had not reached their respective maximum mileage limits) not being available.

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Section 13

The adjustments of mileage for Engineers contemplated by this rule shall be handled jointly by authorized representatives of the Carrier and the Local Chairman of the Brotherhood of Locomotive Engineers or his authorized representative.

Section 14

When hired Engineers are laid off on account of reduction in force, they will retain all seniority rights, provided they return to actual service within thirty (30) days from the date their services are required, and if available, will be used in emergency trips in accordance with their standing on the seniority list.

ARTICLE 12

DEADHEADING

Section 1 - Payment When Deadheading and Service Are Combined

Deadheading and service may be combined in any manner that traffic conditions require, and when so combined employees shall be paid actual miles or hours on a continuous time basis, with not less than a minimum day, for the combined service and deadheading. However, when deadheading from the away-from-home terminal to the home terminal is combined with a service trip from such home terminal to such away-from-home terminal and the distance between the two terminals exceeds the applicable mileage for a basic day, the rate paid for the basic day mileage portions of the service trip and deadhead shall be at the full basic daily rate.

Section 2 - Payment For Deadheading Separate From Service

When deadheading is paid for separate and apart from service:

(a) For employees whose seniority in engine or train service precedes November 1, 1985.

A minimum day, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed for the deadheading, unless actual time consumed is greater, in which event the latter amount shall be allowed.

(b) For employees whose earliest seniority date in engine or train service is established on or after November 1, 1985.

Compensation on a minute basis, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed. However, if service after deadheading to other than the employee's home terminal does not begin within 16 hours after completion of deadhead, a minimum of a basic day at such rate will be paid.

If deadheading from service at other than the employee's home terminal does not commence within 16 hours of completion of service, a minimum of a basic day at such rate will be paid.

A minimum of a basic day also will be allowed where two separate deadhead trips, the second of which is out of other than the home terminal, are made with no intervening service performed. Non-service payments such as held-away-from-home

terminal allowance will count toward the minimum of a basic day provided in this Section 2(b).

Section 3 - Applications

Deadheading will not be paid where not paid under existing regulations.

Section 4

Relief engineers sent out on road to pull in trains tied up under the law will stand ahead of engineer deadheading in on train.

Engineer deadheading into terminal from an intermediate point on a train will mark up behind the working engineer.

Section 5

When two pool engineers are called at the same time, one to handle train and one to deadhead, the pool engineer first-out will deadhead. If deadheaded to opposite terminal the deadhead pool engineer on arrival at terminal will be marked up ahead of the pool engineer who handled the train.

When two pool engineers are deadheaded on the same train to opposite terminal and it is necessary to use one en route, the pool engineer standing last-out will be used, allowing the pool engineer first-out to complete the deadhead. If necessary en route to use both pool engineers for service in the deadheading direction, the pool engineer standing last-out shall get off for the first assignment, the pool engineer first-out deadheading on to the second assignment. If necessary to get off for service in opposite direction to which deadheading, the pool engineer first-out shall take the first assignment. If the pool engineers deadheading receive assignment at the same point, the pool engineer standing first-out shall take the first assignment.

Pool engineers deadheading from a division terminal shall stand ahead of any pool engineers deadheaded on the same train from an intermediate point between terminals or from any point beyond a freight terminal.

Section 6

Engineers who are required to deadhead from terminal to terminal on freight trains will be deadheaded on through freight trains which ordinarily do no picking up or setting off en route, when such service is operated and available.

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Seating arrangements will be provided for engineers required to deadhead.

Section 7

Deadheading resulting from exercise of seniority rights or from the application of mileage limitations will not be paid for.

When deadheading is the result of relieving engineers being off from any cause, filling temporary vacancies, returning from outpost jobs because of being relieved by senior man, or to fill assignments of runs by the company, and not appearing in previous bulletin, will not be considered deadheading due to exercising seniority rights and will be paid for same in accordance with the provisions of this article.

ARTICLE 13

ATTENDING COURT, JURY DUTY, BEREAVEMENT LEAVE

Section 1 - Attending Court

Regularly assigned engineers who are required to attend court as witnesses, or to appear before proper persons to give legal evidence for the railroad, and do not lose time on their assignment, will be allowed pro rata rate of their regular assignment for the actual time so in attendance with a minimum of four (4) hours, this time to commence at the time the employee is required to and does report, and to continue until released with a maximum of eight (8) hours on any calendar day. Engineers assigned to an extra list, and so used, when not on duty and are not required to lose their place on extra list will be allowed the rate of pay applicable to the class of service last performed for the actual time so in attendance with a minimum of four (4) hours, this time to commence at the time the employee is required to and does report and to continue until released with a maximum of eight (8) hours on any calendar day. In addition, when engineers are required to deadhead from their home terminal for the above purpose, they will be compensated under the road deadhead articles.

It is understood that the last sentence of Section 1 will apply to engineers required to deadhead from other than their home terminal.

Section 2

When regularly assigned employees are so used and they lose time on their assignment they will be paid under this section but not less than they would have been paid if they had continued to work. When extra men are so used they will be allowed a minimum day when required to lose their place on the extra list, such payment to be at the rate of pay applicable to the class of service last performed. If held from the extra list more than a calendar day as a result of attendance at a hearing they will be paid a minimum day at the above defined rate for each such additional day on which they perform no service.

Section 3

The company will arrange to mark off employees when necessary for the above purpose. Employees who are marked off for such purpose must mark up when released.

Section 4

In addition, engineers will be allowed actual expenses while away from home.

Section 5 - JURY DUTY

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

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

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

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

(Article X - Jury Duty, May 13, 1971 BLE National Agreement as revised by Article V, July 26, 1978 BLE National Agreement)

Section 6 - BEREAVEMENT LEAVE

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner.

Agreed-Upon Questions and Answers

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

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

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

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

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

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

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

A-3: A maximum of two days.

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

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

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

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

Q-6: Would bereavement leave be applicable during an employee's vacation period?

A-6: No.

Q-7: An employee qualifies for holiday pay on a holiday which occurs on a day the employee also qualifies for bereavement leave pay. Under these circumstances, is the employee entitled to be paid both the holiday and bereavement leave allowance?

A-7: No. The employee would be entitled to only one basic day's pay.

Q-8: An employee in pool freight service is granted bereavement leave on Wednesday, Thursday, and Friday. He was paid under the bereavement leave article for Wednesday and Thursday; however, his claim for Friday, a day on which the crew of which he was a member was at the away-from-home terminal and received an authorized return deadhead trip for which they were allowed 141 miles, was denied. Is he entitled to pay under the bereavement leave article for Friday?

A-8: Yes, inasmuch as the deadhead trip was authorized and represents time lost on a separate qualifying calendar day.

ARTICLE 14

PILOTS

Section 1

It shall be the policy of the company when practicable to assign an engineer familiar with the territory as a pilot for foreign trains running over any portion of the district. Engineers used as pilots will be paid the established rate of pay for the class of service they perform by the train they pilot. The minimum pay for a trip, including deadhead and service mileage, shall be the equivalent of one basic day.

Section 2

An engineer familiar with the territory will be furnished on all light engines running over any portion of the district. It is the intent of this article that it will apply regardless of the distance run, except in cases where the movement is made through, or within, terminals of yards only.

ARTICLE 15

ROAD/YARD MOVEMENTS AND INTERCHANGE

Section 1 - ROAD ENGINEERS SWITCHING IN YARDS

Engineers will not be required to do switching in division terminal yards, except in case of accident, setting out defective or bad order or no-bill cars where yard engines are in service, or except to the extent specified by this Article.

When required to do switching in division terminal yards not provided for in this Article, engineers whose seniority date is prior to November 1, 1985 will be allowed time consumed with a minimum of one hour, in addition to other compensation made on the trip.

NOTE: Any compensation paid under this Section A shall be deducted from compensation for final terminal delay.

Section 2 - COMBINATION ROAD-YARD (5-OPS AGREEMENT JUNE 25, 1964)

1. The last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued.

2. Road crews may perform any yard service at yards where yard crews are not employed.

3. Road crews may continue to perform any yard service now permitted, without additional payments, if such payments are not now required.

4. At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.

5. Initial and final terminal delay articles shall not be disturbed by this agreement.

6. Every employee deprived of employment as the immediate and proximate application of this Section B, shall be entitled

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to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the Carrier paying 75 percent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the Carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

Section 3 - ROAD/YARD MOVEMENTS

(May 13, 1971 National Agreement as amended by the July 26, 1978 National Agreement, May 19, 1986 National Agreement and the July 29, 1991 National Implementing Agreement)

(a) When a road crew performs work as provided in this Article, neither yard engine crews nor hostlers shall be entitled to any penalty pay or other compensation.

(b) When work is performed by a road freight engine crew, as provided in this Article, such work shall be considered as part of its road trip, and additional compensation for such work shall not be paid under either road, yard or hostling rules or regulations. Provided further, however, that articles or regulations which now provide for payments to road crews for performing work in excess of, or other than the enumerated herein, will not be affected by the provisions of this article.

NOTE: Articles or regulations not affected include, but are not limited to, initial and final terminal delay articles and conversion regulations.

(c) The provisions of this Article are not intended to impose restrictions with respect to any operation where restrictions did not exist prior to July 29, 1991.

Article 16

Road Crews

1.(a) Road crews may perform the following work in connection with their own trains without additional compensation.

(b) Get or leave their train at any location within the initial and final terminals and handle their own switches. When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for that assignment and such point is not within reasonable walking distance of the on and off duty point, transportation will be provided.

(c) Make up two pick-ups at other location(s) in the initial terminal in addition to picking up the train and up to two set-outs at other location(s) in the final terminal in addition to yarding the train; and, in connection therewith, spot, pull, couple, or uncouple cars set out or picked up by them and reset any cars disturbed.

(d) Make one pick up and/or set out at each intermediate point between the limits of the crew's initial and final terminals.

(e) In connection with pick-ups and/or set-outs within switching limits at intermediate points where yard crews are on duty, spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed in connection therewith.

(f) At locations outside of switching limits there shall be no restrictions on holding on cars in making set-outs or pick-ups, including coupling or shoving cars disturbed in making set-outs or pick-ups.

(g) A road crew may perform in connection with its own train without additional compensation one move in addition to those permitted by this Article and previous agreements at each of the (1) initial terminal, (b) intermediate points, and (c) final terminal. Each of the moves -- those previously allowed plus the new ones -- may be any one of those prescribed by the Presidential Emergency Board: pick-ups, set-outs, getting or leaving the train on multiple tracks, interchanging with foreign railroads, transferring cars within a switching limit, and spotting and pulling cars at industries.

NOTE: Where employees of terminal companies are

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affected by the additional relief granted Carriers by provisions of this Article, the rosters shall be topped and bottomed on the appropriate roster of each owning line, maintaining prior rights. The Carrier and employee representatives shall agree upon a method to top and bottom rosters, as provided above, to protect the seniority interests or affected terminal company employees.

(h) Perform switching within switching limits at time no yard crew is on duty. On Carriers on which the provisions of Section 1 of Article V of the June 25, 1964 Agreement are applicable, time consumed in switching under this provision shall continue to be counted as switching time. Switching allowances, where applicable, under Article V, Section 7 of the June 25, 1964 Agreement or under individual railroad agreements, payable to road crews, shall continue with respect to employees whose seniority in engine or train service precedes May 19, 1986* and such allowances are not subject to general or other wage increases.

NOTE: For purposes of this article, the crew's initial and final terminal shall be the recognized terminals established by agreement or practice, and locations shall be those embraced within the confines of the established and recognized switching limits of such terminals.

(i) Handle engine and caboos in connection with its own train as follows:

Initial Terminal: Take charge of its engine (units to be used in its train at the engine house or ready track and handle the engine (units) (including all units connected to the operating unit or units) to the departure track; handle its caboose car and connect it to its own train, except that the crew will not be required to switch out its caboose from the caboose or lay-up track.

Final Terminal: Handle a caboose car of its own train to the caboose or lay-up track and/or couple its own caboose to another outbound train; deliver all units connected to the operating unit or units to the engine house facilities or lay-up track.

NOTE: The foregoing provisions of this subsection (k) shall not be construed to change existing articles covering the preparation or laying up

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of locomotives.

- (j) Exchange engine and caboose of its own train.

Incidental Work

2. Road and yard employees in engine service and qualified ground service employees may perform the following items of work in connection with their own assignments without additional compensation:

- (a) Handle switches
- (b) Move, turn, spot and fuel locomotives
- (c) Supply locomotives except for heavy equipment and supplies generally placed on locomotives by employees of other crafts
- (d) Inspect locomotives
- (e) Start or shutdown locomotives
- (f) Make head-end air tests
- (g) Prepare reports while under pay
- (h) Use communication devices; copy and handle train orders, clearances and/or other messages.
- (i) Any duties formerly performed by firemen.

Note: This refers to Article VIII - Road, yard and Incidental Work - of the Agreement of this date.

This confirms the understanding that the provisions in Section 3 thereof, concerning incidental work, are intended to remove existing restrictions upon the use of employees represented by the BLE to perform the described categories of work and to remove any existing requirements that such employees, if used to perform the work, be paid an arbitrary or penalty amount over and above the normal compensation for their assignment. Such provisions are not intended to infringe upon the work rights of another craft as established on any railroad.

It is further understood that paragraphs 2(a) and 2(c) of Section 3 (Incidental Work) do not contemplate that the engineer will perform such incidental work when other members of the crew are present and available.

Article 16

Yard Crews

3.(a) Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:

(i) Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from locations up to 25 miles outside of switching limits.

(ii) Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews. This paragraph does not apply to work train or wrecking service.

NOTE: For performing the service provided in (a)(i) and (ii) above, yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits. Such payments are limited to employees whose seniority date in engine or train service precedes November 1, 1985 and is not subject to general or other wage increases.

(iii) Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.

(iv) Nothing in this Section will serve to prevent or affect in any way a Carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Section shall continue to be measured from switching limits as they existed as of July 26, 1978, except by mutual agreement.

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(b) Yard crews may perform hostling work without additional payment or penalty.

(c) Time consumed by yard engine crews in Road-Yard Service Zones established under this Article will not be subject to equalization as between road and yard service crews and/or employees.

Section 4 - INTERCHANGE

(a) Work that may be required of a road freight engine crew under this Section, may include the performance of interchange movements as specifically set forth below:

(i) May receive its over-the-road train from a connecting Carrier or deliver its over-the-road train to a connecting Carrier with or without the motive power and/or caboose, and provided, that such movements are confined to tracks on which the Carrier has the right to operate with road, yard or transfer engine crews.

NOTE: This provision does not preclude the Carrier from making such interchange movements over tracks of another Carrier on which it may acquire rights to operate in the future, nor does it preclude the employees from opposing the granting of such rights.

(ii) The crew of an over-the-road solid run-through train may perform one move as prescribed, in addition to delivering and/or receiving their train in interchange.

(iii) Crews engaged in solid train movements referred to in paragraph (i) above will not have their on or off-duty points changed by reason of such movements, except by agreement.

(iv) When a road freight engine crew engaged in a solid train movement referred to in (i) above is not required to receive its motive power at its on-duty point, or deliver same to its off-duty point, the Carrier shall authorize and provide suitable transportation for the engine crew from its on, or to its off-duty point.

NOTE: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or a taxi, but excludes other forms of public transportation.

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(b) Except as may be provided for in this Article, road engine crews will not be required to perform work on tracks of another Carrier where road and/or yard crews do not have the right to do so.

NOTE: This provision does not preclude the Carrier from acquiring the right to perform work on the connecting railroad with road and/or yard crews, nor does it preclude the employees from opposing the granting of such rights.

(c) Where a Carrier has the right to make interchange movements with yard, belt line or transfer engine crews, such crews may be required to handle interchange movements to and from a connecting Carrier without being required to run light in either direction.

NOTE: This provision does not preclude the Carrier from making interchange movements on tracks over which it may acquire rights to operate in the future, nor does it preclude the employees from opposing the granting of such rights.

(d) Work equities between Carriers previously established by agreement, decision or practice, will be maintained with the understanding that such equity arrangements will not prevent Carriers from requiring crews to handle cars in both directions when making interchange movements. Where Carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the Carriers involved. Resolution of work equities shall not interfere with the operations of the Carriers or create additional expense to the Carriers. It is agreed, however, that the Carriers will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.

(e) Where a Carrier does not now have the right to designate additional interchange tracks it may designate such additional track or tracks as the Carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins designating additional interchange tracks hereunder will be furnished the General Chairman or General Chairmen involved prior to the effective date.

(f) If the number of cars being delivered to or received

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from interchange tracks of a connecting carrier exceed the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

(g) The foregoing provisions are not intended to impose restrictions with respect to interchange operations where restrictions did not exist prior to the date of this Agreement.

(h) Every employee deprived of employment as the direct or indirect application of the foregoing provisions shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936, except that the 60 percent of the average monthly compensation will be changed to 100 percent (less earnings in outside employment) and be extended to provide periods of pay equivalent to length of service not to exceed 5 years, and to provide further that allowances in Section 7(a) be increased by subsequent general wage increases.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article.

Section 5 -Enhanced Customer Service

(a) When an individual carrier has a customer request for particularized handling that would provide more efficient service, or can show a need for relaxation of certain specific work rules to attract or retain a customer, such service may be instituted on an experimental basis for a six-month period.

(b) Prior to implementing such service, the carrier will extend seven (7) days advance notice where practicable but in no event less than forty-eight (48) hours' advance notice to the General Chairman of the employees involved. Such notice will include an explanation of the need to provide the service, a description of the service, and a description of the work rules that may require relaxation for implementation. Relaxation of work rules that may be required under this Article shall be limited to starting times, yard limits, calling rules, on/off duty points, seniority boundaries, and class of service restrictions.

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(c) A Joint Committee, comprised of an equal number of carrier representatives and organization representatives, shall determine whether a need exists, as provided in paragraph (a), to provide the service. If the Joint committee has not made its determination by the end of the advance notice period referenced in paragraph (b), it shall be deemed to be deadlocked, and the service will be allowed on an experimental basis for a six (6) month period. If, after the six (6) months has expired, the organization members of the Joint Committee continue to object the matter shall be referred to arbitration.

(d) If the parties are unable to agree upon an arbitrator within seven days of the date of the request for arbitration, either party may request the National Mediation Board to provide a list of five potential arbitrators, from which the parties shall choose the arbitrator through alternate striking. The order of such striking shall be determined by coin flip unless otherwise agreed by the parties. The fees and expenses of the arbitrator shall be born equally by the parties.

(e) The determination of the arbitrator shall be limited to whether the carrier has shown a bona fide need to provide the service requested or can provide the service without a special exception to existing work rules being made at a comparable cost to the carrier. If the arbitrator determines that this standard has not been met, the arbitrator shall have the discretion to award compensation for all wages and benefits lost by an employee as a result of the carrier's implementation of its proposal.

(f) This Section 5 is not intended to restrict any of the existing rights of a carrier.

ARTICLE 16

SWITCHING LIMITS

ADRIAN TERMINAL

The switching limits at Adrian Terminal are:

EAST - WAB	1584 feet west of MP 57 (DET)
WEST - WAB	720 feet east of MP 61 (DET)

BELLEVUE-SANDUSKY TERMINAL

The switching limits at Bellevue-Sandusky Terminal are:

EAST - NKP	MP 240.5
WEST - NKP	MP 251.35
EAST - PRR	MP 93
WEST - PRR	MP 1.09
EAST - WLE	MP 54.75
WEST - WLE	MP 50.70

BLOOMINGTON TERMINAL

The switching limits at Bloomington Terminal are:

EAST - NKP	2540 feet east of MP 372
WEST - NKP	2130 feet west of MP 377

BUFFALO TERMINAL

The switching limits at Buffalo Terminal are:

WEST - NKP	819 feet south of MP 8
WEST - NKP	MP 385.5

CHICAGO TERMINAL

The switching limits at Chicago Terminal are:

EAST - NKP	421 feet west of MP 504 (Chicago District)
WEST - WAB	MP C40.9 (Forrest District)

CINCINNATI TERMINAL

The switching limits at Cincinnati Terminal are:

EAST - NW	MP C10.5
SOUTH - CNO&TP	MP 4.4

CLEVELAND TERMINAL

The switching limits at Cleveland are:

EAST - NKP	4826 feet west of MP 168
WEST - NKP	2352 feet west of MP 195

COLUMBUS TERMINAL

The switching limits at Columbus Terminal are:

NORTH - PRR	2288 feet north of MP 698
SOUTH - NW	750 feet north of MP 5

CONNEAUT TERMINAL

The switching limits at Conneaut Terminal are:

EAST - NKP	4565 feet west of MP 114
WEST - NKP	3012 feet west of MP 118

DECATUR TERMINAL

The switching limits at Decatur Terminal are:

IT

NORTH - ICG Clinton District	MP 765.2 (Marosa)
WEST - NW Brooklyn District	MP 376.5 (Mosser)
EAST - ICG Havana District	MP 27.8 (Havana)

NW

EAST	1615 feet west MP 371 (DET)
WEST	1850 feet east MP 378 (DET)
SOUTH	1826 feet north MP 377 (DET)

DES MOINES TERMINAL

The switching limits at Des Moines Terminal are:

EAST - WAB	MP 334 (STL)
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DETROIT TERMINAL

The switching limit is:

WEST - WAB	MP 10 (DET)
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FOSTORIA TERMINAL

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The switching limits at Fostoria Terminal are:

EAST - NKP	1500 feet west of MP 277
WEST - NKP	3700 feet west of MP 282
EAST - LEW	4100 feet west of MP 41
WEST - LEW	1200 feet west of MP 45

FRANKFORT TERMINAL

The switching limits at Frankfort Terminal are:

EAST - LEW	1233 feet west of MP 203
WEST - NKP	1980 feet west of MP 209

FT. WAYNE TERMINAL

The switching limits at Ft. Wayne Terminal are:

EAST - NKP ("F")	MP B359.5
SOUTH - NKP (MUN)	MP CF179.5 (Winter Road)
WEST - NKP (CGO)	MP B377.4 (Haddley)
EAST - WAB (MONT)	MP 139
EAST - WAB (TOL)	MP 87
WEST - WAB (STL)	1025 feet west of MP 150 (DET)

HANNIBAL TERMINAL

The switching limits at Hannibal Terminal are:

WEST - WAB	2640 feet west of MP 4 (HAN)
EAST - WAB(SP)	MP 510 (DET)
EAST - WAB	2640 feet west of BN MP 279

KANSAS CITY TERMINAL

The switching limits at Kansas City Terminal are:

EAST - WAB	390 feet east of MP 9 (KC) (390 feet east of MP 268(s))
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LAFAYETTE TERMINAL

The switching limits at Lafayette Terminal are:

WEST - WAB	2000 feet west of MP 259 (DET)
EAST - WAB	1500 feet east of MP 249.3 (DET)
SOUTH - NKP	Station stake 13357 + 00 feet

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MOBERLY TERMINAL

The switching limits at Moberly Terminal are:

Kansas City District	1940 ft west of MP 151
St. Louis District	MP S146.5
Springfield/Hannibal District	MP H68.5
Moulton/Des Moines District	MP SD150.4

MONTPELIER TERMINAL

The switching limits at Montpelier Terminal are:

EAST - WAB	2300 feet east of MP 94 (DET)
SOUTH - WAB	652 feet east of MP 86 (TOL)
WEST - WAB	2879 feet west of MP 98 (DET)

MUNCIE TERMINAL

EAST	478 feet east MP 171 (Sandusky District)
WEST	4274 feet west MP 176 (Sandusky District)
SOUTH	478 feet north MP 120 (New Castle District)
NORTH	1106 feet north MP 125 (New Castle District)

PEORIA TERMINAL

The switching limits at Peoria Terminal are:

EAST - NKP	MP 2.25
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PERU TERMINAL

The switching limits at Peru Terminal are:

WEST - NW	2410 feet south of MP 72
NORTH - NW	1174 feet south of MP 76
EAST -WAB	709 feet west of MP 199
WEST - WAB	MP 205 (DET)
SOUTH - NKP	1175 feet south of MP 76
NORTH - NKP	2410 feet south of MP 72

QUINCY TERMINAL

The switching limit at Quincy Terminal is:

SOUTH	2640 feet south of BN MP 266
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SPRINGFIELD TERMINAL

The switching limits at Springfield Terminal are:

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NORTH ICG Springfield District MP 190.3 (Starnes)
SOUTH ICG Springfield District MP 195 (Brick Yard)
EAST ICG Springfield District MP 190.3

NW

EAST MP 409 (DET)
WEST 1762 feet west of MP 418 (DET)

ST. LOUIS TERMINAL

The consolidated switching limits at St. Louis Terminal are:

(NSR)
St. Louis District MP 7 + 3814 feet

(NW)
Brooklyn District 1000 feet North MP 473
Madison District MP 445 + 2045 feet
"Luther" line STL District 4098 feet north MP 7(STL)

TILTON TERMINAL

The switching limits at Tilton Terminal are:

EAST - WAB Eldan - MP 296.4
WEST - WAB NT Jct - MP 306.4

TOLEDO TERMINAL

The switching limits at Toledo Terminal are:

WEST - NKP (DEL) 5055 feet west Monclovis Rd TS13.1
EAST - WLE MP 8.01
WEST - WAB (MAU) 4,000 ft west of MP 17

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ARTICLE 17

LEARNING THE ROAD AND OTHER SERVICE

Section 1

When engineers are transferred from one division or one seniority district to another by order of the company, they will be paid the regular rate for trips made learning the road. Engineers will be required to learn the road on their own time when necessary in exercising their seniority rights.

Section 2 (Applicable to NKP only)

When an engineer is required to perform service other than that in line of his duty as engineer, he shall receive the rate to which his rating as engineer would entitle him as a minimum.

Section 3

When an engineer is required to learn the road because of the requirements of the company's service having kept him out of road service for a period of ninety (90) days he shall be paid the through freight rate and shall learn the road on a freight train.

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ARTICLE 18

CALLED AND RELEASED

Section 1

Engineers when called for a train, and the call is subsequently annulled, will be paid according to class of service called for, with a minimum of three (3) hours; at pro rata rate. If in chain gang (pool freight) service, will stand first out.

Section 2

When engineers are called and report and for any reason other than their own acts do not go out, they will be allowed at the engineer's option, four (4) hours and remain first out or eight (8) hours and be marked last out. Payment to be made according to class of service and engine(s) called for, and marked last out.

Section 3

Yard engineers who report and then are released will be allowed eight (8) hours.

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ARTICLE 19

ARBITRARIES AND SPECIAL ALLOWANCES

Section 1

Excepting payments under articles applying to work performed at initial and final terminals, and to final terminal delays, all arbitraries and special allowances applying to road service other than passenger, under articles, regulations, or practices, which conflict with the payment of single time, in miles or hours, from the time required to report for duty until released from duty at the end of the trip shall be eliminated.

Section 2

Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, shall not apply to employees whose seniority in engine or train service is established on or after November 1, 1985.

Section 3

Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, not eliminated by this agreement shall not be subject to general, or cost-of-living or other forms of wage increases.

ARTICLE 20

LOCAL FREIGHT AND ROAD SWITCHER SERVICE

Section 1

For local or way freight service, fifty-six (56) cents per one hundred (100) miles or less for engineers shall be added to the through freight rates, according to the class of engine; miles over one hundred (100) to be paid for at the mileage rates provided. (Differential increased to fifty-six (56) cents per one hundred (100) miles by Article II of October 27, 1955 National Agreement.)

Section 2

One hundred (100) miles or less, eight (8) hours or less (straight-away or turn-around) shall constitute a day's work in all local or way freight service; miles in excess of one hundred (100) to be paid for at mileage rates provided; overtime to begin when the time on duty exceeds the miles run divided by twelve and one-half (12 1/2). Overtime shall be paid for on the minute basis at an hourly rate of three-sixteenths (3/16ths) of the daily rate, according to class of engine or other power used.

Section 3

Local freight runs may only be abolished at the home terminal of the assignment.

Section 4

Local freight terminals will be arranged so that engineers will not be run off their seniority district.

Section 5

Locals and work trains which are ordered "until further notice," or which have been worked for five days, will be considered permanent runs.

Section 6 - SWITCH LOCALS/ROAD SWITCHERS

(a) Switch locals may be bulletined as 5-day assignments.

(b) Crews performing service on switch locals that are bulletined to work 5 days shall be paid the appropriate 5-day yard rate of pay on a continuous time basis with overtime after eight (8) hours.

(c) The following schedule articles shall not be applicable to crews assigned to 5-day switch locals:

- (1) Initial terminal delay article;
- (2) Final terminal delay article;
- (3) Car scale rates article;
- (4) Guarantees provided in respective agreement.

(d) Switch locals bulletined as five (5) day assignments, may be required to work either or both the 6th and 7th day if the service so requires. When required to work either or both the 6th and 7th day, crew shall be so notified prior to completion of tour of duty on the 5th work day. It is understood that regular assigned crew members shall not be precluded Holiday Pay if they elect not to work the 6th and/or 7th day provided they otherwise qualify for the holiday.

(e) If service is required on the 6th and/or 7th day, the crew members of such switch local assignment shall perform the service at the 5-day pro rata yard rate.

(f) Nothing in this article shall be interpreted as preventing the Carrier from establishing or maintaining regularly assigned switch locals to perform service on 6 or 7 days basis.

(g) Extra employees used to fill temporary vacancies on a 5-day switch local at an outpost point will be relieved at the completion of tour of duty on the 5th work day of the job upon request to the trainmaster or other designated officer of the railroad not less than twenty-four (24) hours in advance of the on duty time of the job on the 5th work day, except when the job is required to work on the 6th and/or 7th day, in which event the applicable 6-day release agreement for the outpost job involved will prevail.

(h) The application of this article shall be without additional expense to the company, and deadhead allowance for the outbound trip will be made only to the extra employee originally sent to fill the vacancy, and for the inbound trip to the extra employee returning to the division terminal after being relieved by the regular man reporting or after being relieved by a man displacing him in accordance with schedule article.

(i) Nothing in this article shall prevent the Carrier from discontinuing or annulling switch local assignments bulletined to work 5 days. However, if a switch local assignment assigned to work 5 days is annulled one or more days, except on holidays, incumbents who remain marked up on the assignment and are available for service will be allowed

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eight (8) hours at the appropriate pro rata yard rate for each day other than a holiday that the assignment is annulled.

(j) Provisions of existing agreements in conflict with the foregoing are suspended during the life of this article.

(k) A switch local bulletined to work 5 days each week, operating on a straight away basis except on the third work day, may be established to turn at convenient points as instructed in order that the crew will be at the home terminal to commence their fourth working day.

Example: Monday - Quincy to Keokuk
Tuesday - Keokuk to Quincy
Wednesday - Turn at convenient point as instructed
Thursday - Quincy to Keokuk
Friday - Keokuk to Quincy
Sat.-Sun - Lay in days

Section 7

Yard rates will be paid to road engineers on Lorain-South Lorain road switching runs. This shall apply only to the rates of pay; otherwise road regulations shall govern.

When assignments at South Lorain, Ohio are laid in, the following will govern:

(a) Subject to 16 hours advance notice to the engineers affected, the regular assignments may be laid in at South Lorain on Sundays or holidays without compensation to the regular engineers.

(b) When regular bulletin assignments are laid in temporarily, engineers so displaced will be permitted to exercise their seniority on any other assignments at South Lorain with a starting time not less than twenty-two (22) hours prior to the starting time of their regular assignment and with the understanding that such engineers will return to their regular assignments when such assignment is restored. Engineers whose assignments are annulled on a holiday, and are qualified to receive holiday pay for that day, will not be entitled to any displacement rights.

(c) An extra engineer working such a job will be paid a minimum day if the job is laid in and such extra engineer, is not released for return to his terminal and is held for service the day following.

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Section 8 - Specified Runs

Cleveland-Conneaut)
or reverse)
Cleveland-Bellevue) 100 miles in each
or reverse) direction. Overtime
Bellevue-Leipsic Jct.) after eight hours;
or reverse) time at away-from-
Bellevue-Continental) home terminal to begin
or reverse) after the legal rest
Ft. Wayne-Leipsic Jct.) period has expired.
or reverse)
Ft. Wayne-Knox)
or reverse)

In application of this Section 8, Cleveland is understood to mean any point within the Cleveland Yard switching limits.

Section 9 - Branch and Specified Runs

The rate on the following Branch and specified runs will be as indicated below:

Hannibal-Quincy Local Freight
Luther-Ewing Avenue-St. Charles return. . Local Freight
Mexico switch runs. Local Freight

ARTICLE 21

GUARANTEED EXTRA BOARDS

(Side Letter #20 to 1986 BLE National Agreement)

Section 1

(a) Carriers that do not have the right to establish additional extra boards or discontinue an extra board shall have that right.

(b) Upon thirty days' advance notice to the appropriate general chairman, a carrier may establish additional extra boards. Upon request of the general chairman, a meeting will be held to discuss the proposed action. However, this shall not serve to delay the establishment of any extra board.

(c) When an extra board is established under this article it will, unless the general chairman is notified otherwise, protect all jobs on that seniority district whose laying off and reporting points are closer to the location of the extra board than to the locations of other extra boards on that seniority district.

(d) The carrier will regulate the number of employees, if any, assigned to such extra boards and will have the right to discontinue such boards.

(e) While on an extra board established under this article, each employee will be guaranteed the equivalent of 3000 miles at the basic through freight rate for each calendar month, prorated and paid on a bi-weekly basis, unless the employee is assigned to an exclusive yard service extra board in which event the guarantee will be the equivalent of 22 days' pay at the minimum 5-day yard rate for each calendar month, prorated and paid on a bi-weekly basis. All earnings during the month will apply against the guarantee. The guarantees of employees who are on the extra board for part of the bi-weekly pay period will be pro rated.

(f) Except as hereinafter provided, if an employee is suspended as a result of disciplinary action, lays off at his own request with permission, is not available for personal reasons, or misses a call, earnings lost as a result thereof will be deducted from the bi-weekly guarantee. Unless the needs of the service dictate otherwise, employees assigned to an extra board which protects yard service exclusively may lay off for a maximum of two days per month without the earnings lost as a result thereof being deducted from the bi-weekly guarantee.

(g) The maximum number of guaranteed extra boards that can be in operation on a carrier at any one time under this provision is three in the territory of each regular source of supply point on that carrier.

(h) No existing guaranteed extra board will be supplanted by a guaranteed extra board under this article if the sole reason for the change is to reduce the guarantee applicable to employees on the extra board.

(i) This article will not be construed as restricting any existing rights of a carrier to establish or discontinue extra boards. The rights conferred by this article are in addition to pre-existing rights.

Q-1: What does an engineer lose from his guarantee if he lays off but does not miss a call or miss any earnings?

A-1: Nothing. As indicated in paragraph (f) only "earnings lost as a result thereof will be deducted from the bi-weekly guarantee."

* * * * *

Q-2: Where would an engineer who lays off but does not miss a call or miss any earnings be placed on the extra board?

A-2: Unless agreed to otherwise, he will be placed on the extra board in the same position as he laid off.

* * * * *

Q-3: Where would such engineer be placed on the extra board if he did miss earnings?

A-3: Local rules would govern.

* * * * *

Q-4: Is the carrier required to provide the General Chairman with specific information including when, where and how (stating the exact locations) they intend to establish Guaranteed Extra Boards?

A-4: Yes.

* * * * *

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Q-5: How will each day an engineer is marked up on a guaranteed extra board be applied for qualifying for vacation?

A-5: The amount of make up guarantee payment will be converted to equivalent basic days' and that number of days will be considered as qualifying days for vacation purposes. Section 1(g) of the April 29, 1949 National Vacation Agreement, as amended, shall not be applicable insofar as such months are concerned.

* * * * *

Q-6: Engineer 'A', assigned to a guaranteed extra list under Side Letter 20, bids to a temporary vacancy of Engineer 'B' under the "known vacancy rule", for three (3) weeks (21 days) and earns \$3,150.00 for this twenty-one (21) period.

Engineer 'B' returns displaces Engineer 'A' who goes to the extra list. Engineer 'A' remains on the extra list for the remaining nine (9) days in the month.

Will the earnings that Engineer 'A' made on the temporary vacancy be charged against his bi-weekly guarantees?

A-6: No. When a guaranteed extra list engineer bids to any known vacancy for a portion of a bi-weekly period, he is not on the extra list for that period and the extra list guarantee is prorated so that it applies only to the portion(s) of the bi-weekly period during which he is on the extra list, in this case nine (9) days.

ARTICLE 22

TERMINAL DELAY

Section 1

Initial terminal delay shall be paid on a minute basis to engineers in through freight service after one (1) hour and fifteen (15) minutes' unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal, at one-eighth (1/8th) of the basic daily rate, according to the class of engine used, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowances of any kind is paid shall be deducted from the initial terminal time under this article.

NOTE: The phrase "train leaves the terminal" means when the train actually starts on its road trip from the yard track where the train is first made up.

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by four and eight-tenths (4.8) minutes the period of one (1) hour and fifteen (15) minutes after which initial terminal delay payment begins.

NOTE: The phrase "through freight service" as used in this article does not include pusher, helper, mine run, shifter roustabout, belt line, transfer, work, wreck, construction, circus train (paid special rates or allowances), road switcher, district runs, local freight and mixed service.

Section 2

When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.

Section 3

When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

Section 4 - (applicable to prior-right former PRR engineers only)

For the purpose of calculating initial terminal delay for

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engineers, time will be computed from the time the crew goes on duty to time engine passes the crossover switch just south of Main Street crossing, Bellevue, Ohio, designated herein as the main track switch connection with the yard track. Engineers will be paid on the minute basis at the regular hourly rate applicable to class of engine used and service performed for all initial terminal time in excess of one hundred (100) minutes, plus 4.8 minutes for each mile of route traversed between enginehouse and initial yard. Such payment will be in addition to the road trip pay and without any deductions therefrom. (Section 2 not applicable to prior-right Former PRR engineers)

Section 5 - Final Terminal Delay - Computation of Time

In freight service all time, in excess of 60 minutes, computed from the time engine reaches switch, or signal governing same, used in entering final terminal yard where train is to be left or yarded, until finally relieved from duty, shall be paid for as final terminal delay; provided, that if a train is deliberately delayed between the last siding or station and such switch or signal, the time held at such point will be added to any time calculated as final terminal delay.

Section 6 - Extension of Time

Where mileage is allowed between the point where final terminal delay time begins and the point where finally relieved, each mile so allowed will extend the 60 minute period after which final terminal delay payment begins by the number of minutes equal to 60 divided by the applicable overtime divisor (60/12.5 = 4.8; 60/13 = 4.6; 60/13.25 = 4.5; 60/13.5 = 4.4, etc.).

Section 7 - Payment Computation

All final terminal delay, computed as provided for in this Article, shall be paid for, on the minute basis, at one-eighth (1/8th) of the basic daily rate in effect as of June 30, 1986, according to class of service and engine used, in addition to full mileage of the trip, with the understanding that the actual time consumed in the performance of service in the final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the final terminal time under this Article. The rate of pay for final terminal delay allowance shall not be subject to increases of any kind.

After road overtime commences, final terminal delay shall not apply and road overtime shall be paid until finally

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relieved from duty.

NOTE: The phrase "relieved from duty" as used in this Article includes time required to make inspection, complete all necessary reports, and/or register off duty.

Section 8 - Multiple Trips

When a tour of duty is composed of a series of trips, final terminal delay will be computed on only the last trip of the tour of duty.

Section 9 - Exceptions

This Article shall not apply to pusher, helper, mine run, shifter, roustabout, transfer, belt line, work, wreck, construction, road switcher or district run service. This Article shall not apply to circus train service where special rates or allowances are paid for such service.

Section 10 - Local Freight Service

In local freight service, time consumed in switching at final terminal shall not be included in the computation of final terminal delay time.

Section 11 - Terminal Switching Reduction

Any compensation paid under Article 15 shall be deducted from compensation for final terminal delay.

Section 12- (Side Letter 3A of 1986 BLE National Agreement)

During the discussions that led to our Agreement, you expressed concern with situations where a crew was instructed to stop and was held outside the terminal between the last siding or station and the point where final terminal delay begins and there was no operational impediment to the crew bringing its train into the terminal; i.e., the train was deliberately delayed by yard supervision. Accordingly, we agreed that Section 5 would comprehend such situations.

On the other hand, the carriers were concerned that the term "deliberately delayed" not be construed in such a manner as to include time when crews were held between the last siding or station and the point where final terminal delay begins because of typical railroad operations, emergency conditions, or appropriate managerial decisions. A number of examples were cited including, among others, situations where a train is stopped: to allow another train to run around it; for a crew to check for hot boxes or defective equipment; for

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a crew to switch a plant; at a red signal (except if stopped because of a preceding train which has arrived at final terminal delay point and is on final terminal time, the time of such delay by the crew so stopped will be calculated as final terminal delay); because of track or signal maintenance or construction work; to allow an outbound train to come out of the yard; and because of a derailment inside the yard which prevents the train held from being yarded on the desired track, e.g., the receiving track. We agreed that Section 5 did not comprehend such conditions.

Section 13 - (Side Letter 3B of 1986 BLE National Agreement)

In accordance with this Article, final terminal delay is to be computed from the time the engine reaches the switch used in entering the final yard within a terminal where the train is to be left or yarded until finally relieved from duty.

In the application of such provision, on railroads where road mileage ends at preset FTD points, road mileage will be adjusted by the distance between the present FTD point(s) and new FTD point(s) established by this Article.

On railroads which presently compute trip mileage (1) from center of the yard at the initial terminal to center of the yard at the final terminal, (2) from roundhouse at the initial terminal to the roundhouse at the final terminal, (3) on basis of established mileage as agreed upon regardless of the location in the final terminal where trains are actually yarded, or (4) under similar situations, such trip mileage will continue to apply and the 60-minute period referred to in this Article will be extended pursuant to Section 6 thereof for trip mileage allowed after passing new FTD point(s).

ARTICLE 23

ENGINEERS' REST

Section 1

Under the laws limiting the hours on duty, engineers in road service will not be tied up, unless it is apparent that the trip cannot be completed within the lawful time, and not then until after the expiration of ten (10) hours on duty under the Federal Law or within two (2) hours of the time limit provided by State Laws, if State Laws govern.

Interpretation:

NOTE: The word "apparent," etc., in this section is interpreted as follows: "Where it is in evidence that the train has sufficient time under existing conditions to complete the trip within the lawful time."

EXAMPLE: If the company ties up an engineer between terminals for any reason under ten (10) hours continuous time will apply under the schedule for all time held up.

Engineers delayed on the road prior to the ten (10) hour period, on account of an accident, will not be tied up at point of delay to avoid the payment of overtime after ten (10) hours, but if held under such conditions will be paid continuous time from the time of reporting for duty at initial terminal to time of final release at final terminal.

NOTE: Where the engineer is tied up for rest if on duty ten (10) hours or more, and less than twelve (12) hours, eight (8) hours' rest period governs. If on duty twelve (12) hours, ten (10) hours' rest period governs and in either case engineer will be under pay immediately upon expiration of the rest period.

Section 2

If road engineers are tied up in a less number of hours than provided in the preceding section, they shall not be regarded as having been tied up under the law and their services shall be paid for as per Sections 2 and 3 of Article 4, Section 1 of Article 29, and Section 1 of Article 6.

Engineers that are started out on the road without having had their full rest, and because of this have been tied up for rest en route, such engineers will be paid continuous time from time of reporting at initial terminal to time of release

at final terminal.
Section 3

When road engineers are tied up between terminals under the law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to the crew, provided that the longest period of rest required by any member of the crew, either eight (8) or ten (10) hours, to be the period of rest for the entire crew. Road engineers will not be tied up at intermediate points to avoid payment of overtime.

EXAMPLE: A train crew is tied up at the end of ten (10) hours by an engineer who has been on duty twelve (12) hours. They are required to take ten (10) hours rest. The pay of the train crew begins at the expiration of ten (10) hours and the engine crew at the expiration of ten (10) hours.

Any member or members of the crew, who may be tied up because of the application of the law to other members of the crew, before having been on duty ten (10) hours, such member or members will be paid continuous time.

NOTE: Q. If a part of the crew have been in service sufficiently long to permit them to be tied up for the purpose of the law and the remaining members of the crew have not been in service in a sufficient length of time, would all members of the crew be paid under the schedule and independent of these articles?

A. Yes

Section 4

A continuous trip will cover movement straight-away or turn-around from initial point to the destination train is making when ordered to tie up; if any change is made in the destination after the engineer is released for rest, a new trip will commence when the crew resumes duty. Engineers in train service tied up under the law will be paid continuous time from initial points to tie-up point; when they resume duty on a continuous trip, they will be paid from tie-up point to terminal on the following basis:

For fifty (50) miles or less, or four (4) hours or less, fifty (50) miles pay; for more than fifty (50) miles and up to one hundred (100) miles or more than (4) hours and up to eight (8) hours, one hundred (100) miles pay; over one hundred (100) miles, or over eight (8) hours, at schedule rate. It is

Article 23

understood that this does not permit running engineers through terminal.

NOTE: An engineer on a trip of fifty (50) miles or less arriving at switch connection to yard in four (4) hours or less, and delayed thereafter, should be paid fifty (50) miles and any final allowances that might be made under other articles; but the delay after arriving at the switch connection to the yard should not be construed to entitle the engineer to one hundred (100) miles. If however, the engineer consumes more than four (4) hours from the tie-up point to the switch connection to the yard at final terminal, the engineer should be allowed one hundred (100) miles and any final allowances that might be earned under other articles. The intent is that delays or service at final terminal shall not be applied to increase the mileage allowance.

Section 5

If any service is required of an engineer, or if held responsible for the engine during the tie-up under the law, he will be paid for all such service.

Section 6

The company will endeavor to regulate the regularly assigned pool crews so that the engineers will get the required rest at both terminals without dispatching extra engineers.

Section 7

Engineers required to work twelve (12) hours in yard service will resume work when their rest period is up under the law and their pay will begin at their established starting time.

ARTICLE 24

CALLING PROCEDURES

Section 1

Except as otherwise provided, engineers will be called one hour and 30 minutes, or nearly so, before leaving time, and call will specify the service intended for at time call is made.

Section 2

When engineers lay off for any reason or miss a call, they will not be permitted to go out on any run, pool turn or engine until the run, pool turn or engine to which they are regularly assigned returns, except they will be permitted to deadhead to their run, pool turn or engine in forty-eight (48) hours after reporting for duty; it being understood that neither engineer deadheaded under such conditions will receive deadhead pay. Regularly assigned engineers filling vacancies e.g., local, work, wreck trains, road switchers and yard assignments, due to no extra engineers available will be returned to regular assignment within three (3) days.

NOTE: 1. When a man on a pool turn lays off for one trip and his turn then catches a trip on which it does not return to the home terminal in the usual course of business, such as when used in work, wreck, snowplow, or circus train service prior to returning to the home terminal, the man who laid off will not be permitted to mark up as available to protect his pool turn until the expiration of twelve (12) hours from the time he laid off. If he desires to deadhead out to his turn, he will not be permitted to take his turn until it is next dispatched at or after the expiration of forty-eight (48) hours from the time he marked up as available for service.

Exception: Employees who mark off as organization representatives to represent employees at investigations may mark up on their regular assignments or extra boards immediately upon conclusion of the investigation.

2. When a man misses a call for his pool turn or lays off (other than for one trip, only) and his turn catches a trip on which it does not return to the home terminal in the usual course of business, such as when used in work, wreck, snowplow, or

Article 24

circus train service prior to returning to the home terminal, the man who laid off or missed a call, on signifying his desire to protect his pool turn and deadhead out to his pool turn, will not be permitted to take that turn until it is next dispatched at or after the expiration of forty-eight (48) hours from the time he signified his intention.

NOTE: The phrases "lay off" and "laying off" are not applicable to engineers who are held off their regular assignment or turn or are marked off the extra board on instructions of the company.

Section 3

All extra boards will be worked first in - first out. Extra board engineers must be available for all engineers assignments protected by the extra board.

Except as otherwise provided, extra engineers arriving at terminals shall be marked up in the order of their off duty time, rest period permitting. When two extra engineers mark up at the same time, they will be marked up in the same order as they were called for that tour of duty. (Also see Article 4 Section 12)

Section 4

Extra engineers missing a call will be taken off the extra list for a period of twelve hours (computed from time called for) and at the expiration of that period will be marked up last out on the extra list.

NOTE: A BLE representative may mark up on his regular assignment or extra board immediately upon conclusion of the investigation when said representative has marked off to represent an employee at a hearing under the investigation article. It is further understood the Carrier will be saved harmless from penalty as a result of this understanding.

Section 5

When an extra engineer lays off or misses a call such extra engineer will be deadheaded to relieve the engineer who was dispatched in his place, if such job was at the outlying point; provided such engineer so dispatched requests such release in writing, when called. It being understood that

Article 24

engineer who was first out will not receive deadhead mileage.

If such vacancy is not at an outlying point, extra engineer missing a call or laying off will not be marked up for a period of twelve (12) hours, if other extra engineers are available.

NOTE: The phrase "extra engineer" in this section is defined as extra and demoted engineers.

Section 6

When two or more extra engineers are called to report for duty at the same time, the extra engineer first out will have choice of run.

Section 7

A. When as a result of the engineers' extra board being exhausted, it is necessary to deadhead a demoted or qualified engineer to an outlying point to fill a vacancy, the demoted or qualified engineer will be relieved by an extra engineer as soon as an extra engineer is available at the point where the extra board is maintained one (1) hour and thirty (30) minutes prior to the time the train is ordered on which it would be necessary for the extra engineer to deadhead to the outlying point.

NOTE: It is understood that extra engineers sent to outlying points to relieve demoted or qualified engineers under the circumstances described in this Section will not be entitled to deadhead allowance in either direction.

At outlying points where no extra list is maintained, a regularly assigned engineer who has been laying off must report for duty prior to the expiration of the tour of duty of engineer working on such assignment.

B. When extra engineers are deadheaded to or from Lorain in connection with service at South Lorain, Ohio, they will be allowed 45 minutes at pro rata rate in addition to other compensation earned on that date. This allowance is to cover time and expense that may be incurred in traveling between Lorain and South Loraine and shall be paid for each day on which said extra engineers are required to report at South Lorain.

Article 24

Section 8

(a) In assigned road service where under existing regulations engineers report for duty without being notified or called and it is desired on any day to defer the reporting time, advance notice shall be given not less than the usual advance calling time for reporting for duty at each terminal and in accordance with usual calling practices at such terminal. The engineer shall be notified at such time when he is to report and only one such deferment may be made. In such cases the time of the trip or tour of duty shall begin at the time the engineer is required in accordance with said notice of change to report for duty. If not so notified, the reporting time shall be as provided in the assignment.

(b) Where engineers are notified by call of time at which to report, existing article or practices are not changed or affected by this article.

(c)(1) Engineers will not be permitted to lay off at other than their home terminal except in bonafide emergency cases. An engineer laying off under the circumstances described herein will, when reporting for work, be required to do so at the home terminal of the assignment.

(2) An extra engineer from the extra board at the terminal where the engineer laid off will be used if available and, upon arrival at opposite terminal, be released from duty and deadheaded to location of the extra board from which he was dispatched.

Section 9

Except as otherwise provided, in the filling of temporary vacancies as engineers in cases where the engineers' extra board is exhausted the senior qualified demoted engineer available at the point where the extra board is maintained will be used to fill the vacancy.

ARTICLE 25

ADVERTISING AND FILLING REGULAR ASSIGNMENTS, PERMANENT VACANCIES, AND DISPLACEMENTS

Section 1

Regular assignments for engineers, and permanent vacancies thereon, will be advertised, and engineers will have the right to select regular assignments, and permanent vacancies thereon, in accordance with their seniority and in the manner provided by the following provisions of this article:

NOTE: A temporary vacancy, in contrast to a permanent vacancy, is defined as one being filled during the absence of the engineer regularly assigned to the place, also vacancy existing while place is being bulletined. (Also see Article 26 for filling temporary vacancies)

Section 2

Regular assignments for engineers, and permanent vacancies thereon, will be advertised by bulletin for a period of five (5) days and assigned to the senior engineer making written application therefor during the life of the bulletin.

Bids will not be accepted after 10:00 a.m. on the fourth day and will be assigned by 2:00 p.m. on the fourth day and will be effective at 12:01 a.m. on the fifth day.

Section 3

An engineer absent for any reason when an assignment has been open or advertised may exercise seniority rights to such assignment immediately upon his return to work.

Section 4

(a) In all classes of service, an engineer after having been on the same assignment for a period of 30 calendar days may exercise displacement rights according to his seniority rights in each class. An employee exercising displacement rights under this agreement shall take the assignment of his choice at the home terminal of such assignment as soon as he is fully rested for such assignment. In order that the Carrier's service requirements may be fully protected, an employee displaced from an assignment under this article must, within 16 hours after being so notified, assert displacement rights on the assignment of his choice. Failing to do so, he will be assigned to the extra list. (Also, see Sections 5 and

11 of this article)

NOTE 1: Solely for the purpose of applying this paragraph, a man holding a position on a given extra list shall be considered as holding an "assignment."

NOTE 2: An engineer displaced through no fault of his own shall immediately exercise his seniority rights to all runs or jobs. This paragraph is interpreted to mean:

(i) An engineer who is displaced while on duty will exercise his seniority within 16 hours after completion of his tour of duty; and an engineer who is displaced after completion of his tour of duty will exercise his seniority within 16 hours after being notified of his displacement. However, if an engineer is on an assignment which is out of the terminal at the time he is displaced, he will exercise seniority within 16 hours of his return to the home terminal.

(ii) An engineer who is displaced while laying off or is displaced while off duty account illness or other cause will exercise his seniority within 16 hours after reporting for duty.

(iii) An engineer who fails to exercise his seniority as provided in Items (a) and (b) shall not be permitted to displace any engineer his junior for a period of 30 days.

(b) An engineer failing to bid for a vacancy open to him by reason of seniority rights forfeits thereby no seniority rights, but he cannot thereafter claim the vacancy in question until 30 days have elapsed unless he is deprived through no fault of his own of the assignment he holds.

Section 5 - (Applicable to Former Wabash and LEW)

Engineers who have a displacement right on any position (including extra boards) within a terminal or within 30 miles of such employee's current reporting point, whichever is greater, must, from the time of proper notification of such displacement, exercise the displacement right within forty-eight (48) hours.

Section 6

Failure of an employee to exercise displacement rights as provided in Sections 4 or 5 above will result in said employee

ARTICLE 25

being assigned to the applicable extra board, seniority permitting. (The applicable extra board is the extra board protecting the assignment from which displaced.)

Section 7

(a) When a material change occurs in a local freight run, the particular run on which the material change occurs will be bulletined.

NOTE: Material change will consist of change of home terminal, change of reporting time of one hour or more, change in scheduled layover at away-from-home terminal of more than three (3) hours each trip, or change in the actual assigned mileage of run amounting to more than two hundred (200) miles in a calendar month.

(b) When regular or local freight runs are bulletined on account of a material change, as provided by Section 5 of this article, the engineers holding such assignments at the time they are bulletined will remain thereon during the life of the bulletin and until the assignment is made.

Section 8

Engineers located at outside points where bulletin boards are not maintained will be furnished copy of bulletins advertising vacancies.

Section 9

When it becomes necessary to reduce the force, the junior engineer will be reduced. When the force is increased, the senior demoted engineer will be advanced.

Section 10

(a) Unless modified by zone agreement, if vacancies are not bid, assignments will be made by assigning the senior demoted engineer.

(b) When an engineer has been forced assigned to a new run or vacancy and junior qualified engineers are later placed on the extra board or assignment, the engineer so forced assigned may remain on the assignment or may elect within five days to return to the extra board or assignment by notifying the appropriate supervisor, in which latter event the assignment will be filled by assigning thereto the junior engineer on the extra board.

ARTICLE 25

(c) Engineers deadheading as the result of the application of this section will not be entitled to deadhead allowance.

Section 11 - Applicable to Wabash only

An engineer will not be allowed to exercise his seniority within the same freight pool. An engineer exercising seniority to a freight pool in accordance with Section 4 of this article will be required to displace the junior engineer in that freight pool.

Section 12

An engineer exercising seniority to another assignment will be required to retain such assignment for at least 30 days, unless displaced by a senior engineer, or a preferable run becomes open. Also, see Section 4(b).

Section 13

Firemen having successfully passed qualifying examination shall be eligible as engineers. Qualified firemen shall be promoted to engineers in the same order in which they stand on the firemen's roster, and date of seniority of engineers shall be the date of their promotion. No demoted engineer will be permitted to hold a run as fireman out of any terminal on a seniority district while a junior engineer is working on the engineers' extra list, or holding an assignment as engineer out of such terminal; it being understood that an engineer cut off the engineers' extra list at any terminal on a seniority district may displace any engineer his junior on that seniority district; it being further understood that engineers will be required to fill all positions of engineers on any seniority district before firemen are promoted, or engineers hired on that seniority district.

NOTE: In the application of this paragraph, the reference to "terminal" is intended to mean any individual point where men are assigned in either yard or road service, regardless of where the extra list, protecting vacancies at such point, is maintained. This paragraph will not apply to temporary vacancies while being filled by extra men under the articles.

ARTICLE 26

FILLING TEMPORARY VACANCIES

Section 1

Should a regular assigned engineer lay off for less than seven days, the extra engineer first out will be called each round trip. If a regular assigned engineer lays off or receives other assignment for seven (7) days or more, the senior engineer desiring same will be assigned.

Note: The words "desiring same" as used in these articles means that an engineer desiring the run or place must make verbal request for it. The term senior unassigned extra engineer does not include demoted engineers.

Vacation vacancies will be filled in the same manner as temporary vacancies known to be seven (7) days or more.

An engineer who does not claim a temporary vacancy at his/her first available opportunity loses all rights to such vacancy unless he/she has displacements rights.

Section 2

Vacancies known to be more than ten (10) days in all classes of service, other than vacation vacancies, will be considered permanent vacancies, and will be bulletined in accordance with Article 25, Section 2. When the formerly assigned engineer returns to service, he will be given full displacement rights. Also see the note to Article 25, Section 1.

Section 3

A. At locations where combination road/yard extra boards are maintained, extra or regular road engineers, and extra or regular yard engineers may claim vacation vacancies as described in Section 1 of this Article. Regularly assigned road engineers may not claim vacancies in the same pool to which they are assigned.

B. At locations where separate road and yard extra boards are maintained, road engineers may only claim road vacation vacancies and yard engineers may only claim yard

vacation vacancies.

C. Temporary vacancies cannot be claimed in advance of the day immediately preceding the first working day of the vacancy. Engineers claiming temporary vacancies will not be considered assigned to the vacancy until 12:01 a.m. on the first day of the vacancy. Engineers returning to their own assignment after filling a temporary vacancy will have no displacement rights to temporary vacancies filled while they were on that vacancy.

Engineers claiming temporary vacancies will assume the conditions of the assignment and will remain on the assignment until the regular engineer marks up.

Engineers claiming temporary vacancies may only be displaced by other engineers, as follows:

1) Engineers displaced from other temporary vacancies.

2) Engineers who were off during the time the temporary vacancy came open.

3) Engineers returning to the home terminal the first time after the temporary vacancy came open, assuming that is the first opportunity the engineer had to take the assignment.

Engineers desiring temporary vacancies upon return to the home terminal must claim temporary vacancy within one (1) hour after marking off duty.

Section 4

A temporary vacancy is defined as one being filled during the absence of the engineer regularly assigned to the place, also vacancy existing while place is being bulletined.

Section 5 - (applies to Des Moines Union only)

Temporary vacancies for engineers may be protected by the senior available demoted engineers when the extra list is exhausted or not maintained.

Section 6

ARTICLE 26

A. Extra engineers sent to outlying points to fill temporary vacancies will, on written request to the Road Foreman of Engines, be relieved after the expiration of six (6) calendar days, or at the completion of duty preceding layover or first off day of the assignment, whichever comes first, if other extra engineers are available at the point where the extra board is maintained.

Note: It is agreed that the application of this Section 6 will not result in additional expense to the company and that deadhead allowance will be made only to the extra engineer originally sent to fill the vacancy and to the extra engineer returning to the point where the extra board is maintained after being relieved by the regular man reporting.

B. (1) The term "extra engineers," includes extra engineers, demoted engineers, qualified engineers, and furloughed engineers.

(2) An extra engineer who has made request to be relieved from filling a temporary vacancy at an outlying point, will, on being relieved, be marked up on the extra board on arrival at the point where the extra board is maintained, and in the event he stands first out at the time it is necessary to call an extra man to fill the vacancy at the outlying point which he had previously filled, he will be required to protect the vacancy the same as if he had not previously been used in filling that vacancy.

(3) When a demoted or qualified engineer is used to fill a temporary vacancy, he will be relieved by an extra engineer as soon as an extra engineer is available at the point where the extra board is maintained one (1) hour and thirty (30) minutes prior to the time the train or taxi is ordered on which it would be necessary for the extra engineer to deadhead to the outlying point.

(4) Neither the application of this agreement nor a combination of the application of this agreement and other articles of the aforementioned schedule will operate to obligate the Carrier to: pay more than one (1) round trip deadhead in filling a vacancy at an outlying point; deadhead, if applicable, to be confined to payment to the outlying point to the individual first sent to fill the vacancy and from the outlying point to the individual returning to the point where the extra board is maintained after being relieved by the

ARTICLE 26

regular man reporting.

(5) An extra engineer working an assigned run at a tie-up point or away-from-home terminal will be paid a minimum day if the assignment is laid in and such extra engineer is not released for return to his home terminal and is held for service the following day.

Section 7

The provisions of other agreements are suspended as to assignments with home terminal at Claycomo to the extent necessary to permit the following:

A. Temporary vacancies of less than seven (7) days on regular assignments and vacancies on assignments under bulletin will be filled on a day-to-day basis from the North Kansas City extra board.

B. The application of provisions of agreements which may be in conflict with above paragraph (A) is suspended as to assignments with home terminal at Claycomo to the extent necessary to give full effect to the provisions of above paragraph (A).

Note: References to engineers may be masculine in gender, however, this is done for simplicity and refers equally to both sexes.

ARTICLE 27

ARTICLE 27

LEAVE OF ABSENCE

Section 1

Engineers who are on leave of absence shall retain their seniority rank and rights.

Section 2

(a) Engineers will be granted leave of absence on request in cases of sickness or physical disability, or when serving on Brotherhood work, or when employed on or by the Railroad Retirement Board, or as may be provided by law or by special agreements in connection with Federal, State or local government service.

(b) Except in case of illness, committee work, or as may be required by Federal Law, leave of absence in excess of ninety (90) days in a calendar year will not be granted except by agreement between the parties hereto.

(c) Engineers off less than 30 days must have verbal leave of absence from proper authority. Request may be verbal or written.

(d) Engineers off 30 days or more must have written leave of absence from proper authority and copy will be furnished local chairman. Request must be made in writing with copy to local chairman.

NOTE: "proper authority" as used in (c) and (d) above is understood to mean the superintendent or his designated representative.

Section 3

Engineers shall not engage in outside business or other employment while on leave of absence, except by agreement between the Carrier and the general chairman or his duly authorized representative or as provided in Section 2 of this article.

Section 4

(a) Engineers accepting official positions with the Brotherhood of Locomotive Engineers or the United Transportation Union, or official, excepted or supervisory positions with the Carrier or a railroad company in which it has substantial financial interest, shall retain and continue

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to accumulate seniority as engineer.

(b) Yardmaster and dispatcher positions will be considered supervisory positions for purposes of this section.

ARTICLE 28

ASSIGNED SERVICE

Section 1

Engineers on regularly assigned runs with Sunday or holiday lay-over away from their home terminal will be relieved over Sunday or holiday and furnished transportation home, or if held away subject to a call and not used, will be allowed one (1) day for the service assigned for the day so held. Home terminal as herein applied means the terminal where the engineer lives. (Also see Article 26, Section 7(b)(5))

Section 2

(a) Regularly assigned way freight, wreck, work and construction engineers who are ready for service the entire pay period and who do not lay off on their own accord shall be guaranteed not less than 100 miles, or eight hours, for each calendar working day, exclusive of overtime (this to include legal holidays). If, through act of Providence, it is impossible to perform regular service, guarantee shall not apply.

Question - Would a blockade caused by a wreck be considered an act of Providence?

Answer - No, unless the wreck was caused directly by an act of Providence.

(b) Engineers may be used in any other service to complete guarantee when for any reason regular assignment is temporarily discontinued, but such service shall be paid for at schedule rates unless earnings from such rates would be less per day than would have been earned in regular assignment.

Question 67 - May earnings from service performed on Sundays be applied against the guarantee?

Decision - No, except when the regular assignments include Sundays.

Question 70 - Where way freight, wreck, work and construction trains are assigned to every day in the pay period, does this article require the payment of not less than 100 miles or eight hours for Sundays, except

- where men lay off of their own accord?
- Decision - Guarantee under Article 28 is for the calendar working days of the pay period, including holidays. Men having one lay-over day per week are guaranteed the equivalent of the calendar working days of the pay period.
- Question 71 - Where local freight crews work two portions of a calendar day beginning, say 8:00 p.m. one day and ending 4:00 a.m. following day, how does guarantee apply?
- Decision - The guarantee is for the calendar working days of the pay period, including legal holidays. Trips commenced on one day and not completed until following date shall be treated as having been made on the date set for train to leave.
- Question 72 - What is meant by that portion of the article reading "...shall be paid for at schedule rates, unless earnings from such rates would be less than would have been earned in regular assignment?" In other words, if regular assignment covers 125 miles at way freight rates and they are used in through freight service - (a) Should their earnings be computed on a through freight basis? (b) Must they be guaranteed not less than the equivalent of 125 miles at way freight rates?
- Decision - (a) Yes. (b) Yes.
- Question 73 - May excess miles over 100 per day be used to build up local freight guarantee if run is tied up on one or more holiday during the pay period?
- Decision - No.
- Question 80 - May regularly assigned crews who are used in other service to complete guarantee be used without regard to first-in first-out article applicable to other crews in which used?
- Decision - Yes, but crews should be kept on regular assignment as far as possible.

ARTICLE 29

TURNAROUND SERVICE

Section 1 - (applicable to Wabash only)

(a) Turn-around trips in through freight service may be made to intermediate points, also between the following terminals:

Hannibal and Moberly,
Detroit and Toledo,

(b) One of the above places will be designated as the home terminal of each engineer and continuous time will be paid unless relieved at the opposite terminal, in which case they will be paid not less than one basic day or eight (8) hours in each direction. When engineers are relieved at the opposite terminal, referred to above, they will be notified to that effect immediately upon arrival at such terminal, or prior thereto, otherwise they will be paid upon the basis of continuous time.

Section 2 - (applicable to Wabash only)

At least five (5) days' notice will be given when the home terminals of such engineers are to be changed, or similar turn-around trips are to be added.

Section 3 - (applicable to Wabash only)

A Huntington District Pool freight engineer, whose pool turn is used in turnaround service out of Montpelier, will, upon release from duty upon completion of that turnaround service, be marked up first-out in the pool at Montpelier. Such engineer will then stand to be used on the first train to Peru for which a pool turn is ordered with a reporting for duty time which is after said engineer has received full rest under the Hours of Service Act.

The foregoing is with the understanding that there will be no claims presented or progressed by or on behalf of engineers as a result of such handling.

Section 4 - (applicable to Wabash only)

A pool freight engineer whose pool turn is used in turnaround service out of North Kansas City will, upon release from duty upon completion of that turnaround service, be marked up first-out in the pool at North Kansas City. Such

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engineer will then stand to be used on the first train to Moberly for which a pool turn is ordered with a reporting for duty time which is after said engineer has received full rest under the Hours of Service Act.

The foregoing is with the understanding there will be no claims presented or progressed by or on behalf of engineers as a result of such handling.

Section 5 - (applicable to Wabash St. Louis, Brooklyn, and Forrest Districts only)

A pool freight engineer whose pool turn is used in turnaround service out of the away-from-home terminal will, upon release from duty upon completion of that turnaround service, be marked up first out in the pool at the away-from-home terminal. Such engineer will then stand to be used on the first train to the home terminal for which a pool turn is ordered with a reporting for duty time which is after said engineer has received full rest under the Hours of Service Act.

The foregoing is with the understanding there will be no claims presented or progressed by or on behalf of engineers as a result of such handling.

Section 6

Turnaround service may be established between terminals under the terms and conditions of Article IX - Interdivisional Service of the 1986 National Agreement. This section is not intended to restrict any of the existing rights of the Carrier. (See also Article 38, Section 5.)

Section 7 - (Applicable to Wabash Only)

Engineers in through freight service who are required to return to the initial terminal for an engine account of engine failure after having left the switching limits of the initial terminal will be considered as having completed the trip and paid a minimum of eight (8) hours.

ARTICLE 30

PROMOTION AND RIGHTS

Section 1

The seniority date of a promoted locomotive engineer shall be the date he successfully passes qualifying examinations and is issued a certificate of qualification as engineer, subject to his keeping the same relative standing as he holds on the firemen helpers' seniority roster.

Section 2

When the seniority date of a promoted engineer has been established as provided by Section 1 of this article, such date shall be posted and if not challenged in writing within sixty (60) days after such posting, no protest against such date shall afterwards be heard.

Section 3

The foregoing will not prevent committees from having discharged enginemen re-employed or reinstated on their former seniority districts at any time.

NOTE: It is not the intent of this article to make any change in the present established practice in the matter of reinstating enginemen.

Section 4

When student engineer in training to become locomotive engineers are required to receive on-the-job training, the engineer on the job selected will acquaint the student engineer in training with the responsibilities and functions of engineers under actual working conditions, subject to the following:

(a) The student engineer in training will be permitted to operate the engine and perform other functions under direction of the engineer.

(b) While the engineer cannot be relieved from his responsibility for the safe operation of his train and engine, he will not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by the student engineer in training.

(c) It is agreed that engineers will be paid a frozen allowance of \$15 for each tour of duty that they are

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instructed to train other employees in the carrier's engineer training program. This allowance is in lieu of any other payment under any other agreement or practice.

Among other things, such training shall encompass all of the duties and responsibilities of an engineer for the safe and efficient operation of the train including train handling, locomotive preparation, rules compliance, territory familiarization, communications and trouble shooting. The engineer trainer (coach) shall maintain his/her authority and responsibility as the locomotive engineer of the train and will make the required reports of those under his direction.

NOTE: The use of the term "student engineer in training" in this Agreement refers to a student engineer while actually engaged in the scheduled training program established by the Carrier.

Engineers will be advised as to what student engineers are assigned to the training program through the posting of a list of such student engineers' names on the appropriate bulletin boards.

ARTICLE 31

LAYING OFF

Section 1

Engineers assigned to regular service will have the privilege of laying off at the home terminal of the service to which assigned. The home terminal as applied herein means the point where the Sunday lay-over is.

Engineers will not be permitted to lay off at other than their home terminal, except in bona fide emergency cases. An engineer laying off under the circumstances described herein will, when reporting for work, be required to do so at his home terminal.

Section 2

In case of an engineer laying off at the away-from-home terminal in emergency, an extra man from the terminal at which the man laid off will be used and then deadheaded to his home terminal and paid in accordance with deadhead articles.

ARTICLE 32

SENIORITY LIST

A complete roster of engineers of each seniority district will be posted at all locations where engineers go on and off duty on the respective districts and shall be revised February 1st of each year, a copy to be furnished the BLE general chairman and BLE local chairmen.

ARTICLE 33

MISCELLANEOUS

A. COPIES OF AGREEMENT

Copies of this agreement will be furnished to all employees working thereunder.

B. APPLICATION FOR EMPLOYMENT

Section 1

Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the Carrier must be declined in writing to the applicant.

Section 2

An employee who has been accepted for employment in accordance to the foregoing paragraph will not be terminated or disciplined by the Carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the Carrier had timely knowledge of it.

C. GENERAL

Section 1

If a type of locomotive is introduced on this railroad which was formerly not in use on this railroad, and the rates herein provided are less than those in effect on other railroads in the territory, the rates of the other roads shall be applied.

Section 2

All complaints made by one employee against another shall be in writing.

Section 3

Engineers will not be assessed fines by the company.

Section 4

Engineers upon leaving the service of the company will, upon application to the superintendent, be furnished with service letter.

D. DISABLED ENGINEERS

Section 1

When consistent, it will continue to be the policy of the management of this company to find employment, if possible, for disabled engineers where they can perform work that does not endanger safety or the company's property.

E. ELECTRIC OR OTHER POWER

Section 1

Whenever electric or other power is installed as a substitute for steam, the locomotive engineers shall have preference for positions as engineers or motormen.

Section 2

In the application of this agreement, it is understood that the existing duties and responsibilities of engineers will not be assigned to others. It is further understood that a second engineer is not required in multiple-unit service where the engineer operates the locomotive from one cab with one set of controls.

F. (Applicable to St. Louis Terminal, Decatur Terminal and Brooklyn/Lafayette Road Territory)

Engineers required to report to their supervisor's office in order to give a statement may have a representative present, provided the representative is readily available.

G. ENHANCED EMPLOYMENT OPPORTUNITIES

Section 1

In the event that a carrier sells or leases its interest in one or more rail lines to a non-carrier pursuant to a transaction authorized under 49 U.S.C. §10901 (or any successor provision) as to which labor protective conditions have not been imposed by any governmental authority, any employee represented by the organization signatory hereto who (i) as a result of that transaction is deprived of employment

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with the carrier because of the abolition of his position, and (ii) does not accept employment with the purchaser shall be entitled to the benefits set forth in Section 2.

Section 2

(a) An employee covered by Section 1 shall have the right, in seniority order, to bid on vacant positions or claim locomotive engineer positions at any location on the carrier at any time within ninety (90) days after being deprived of employment. Seniority issues associated with the exercise of that right shall be resolved by the carrier and the organization representative or, absent agreement and at the request of either party by written notice served on the appropriate representative of the other party, by final and binding arbitration as provided in subsection (b). Solely for the purpose of this Section, a single locomotive engineer seniority roster for the carrier shall be developed, in accordance with applicable rules and procedures, no later than June 30, 1996.

(b) The arbitrator shall be selected by the parties. If they fail to agree within five days from the date notice of the submission to arbitration is received from the moving party, either party may request a list of five potential arbitrators from the National Mediation Board, from which the parties shall choose the arbitrator through alternative striking. The order of such striking shall be determined by coin flip unless otherwise agreed by the parties. The fees and expenses of the arbitrator shall be paid under Section 153 of the Railway Labor Act.

(c) An employee exercising rights under this Section who relocates his residence shall receive a relocation allowance of \$5,000, provided, however, that an employee shall be required to elect between such allowance and any carrier relocation benefits that may be provided to such employee under other existing agreements or arrangements. Such allowance shall be paid in two equal installments: the first payable on the relocation date, and the second ninety (90) days thereafter. Such allowance (or any portion thereof) shall be payable as provided as long as the individual has an employment relationship with the carrier and is still at the new location at the time the payment is due.

Note: Employees who presently have extended seniority and who are deprived of employment on their prior right territory(s) as a result of a transaction covered in Section 1, will be covered by the conditions of Section 2(c), provided that any exercise of seniority must be beyond their prior

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right territory(s), with a minimum of fifty (50) miles distance.

Section 3

In the case of any transaction authorized under 49 U.S.C. §10901 (or any successor provision), the arrangements provided for under this Article shall be deemed to fulfill all of the parties' bargaining obligations that may exist under any applicable statute, agreement or other authority with respect to such transaction, and shall also be deemed to satisfy the standards for the protection of the interests of employees who may be affected by such transaction described in 49 U. S. C. §10901(e).

Section 4

This Article is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

H. BENEFITS ELIGIBILITY

Section 1

This will confirm our understanding that eligibility criteria in effect of December 31, 1995 governing coverage by The Railroad Employees National Health and Welfare Plan shall continue to apply to employees represented by the Organization who hold positions as working General Chairmen, Local Chairmen, and State Legislative Board Chairmen ("local officials"). In other words, the changes in eligibility as set forth in the 1996 BLE National Agreement (Article V, Section 1) are not intended to revise eligibility conditions for local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

Section 2

This will confirm our understanding that vacation qualification criteria in effect prior to the 1996 BLE National Agreement shall continue to apply to employees represented by the Organization who hold positions as working General Chairmen, Local Chairmen and State Legislative Board Chairmen ("local officials"). In other words, the changes in eligibility as set forth in the 1996 BLE National Agreement (Article V, Section 2) are not intended to revise vacation qualification conditions for such local officials. It is

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further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

ARTICLE 34

ENGINES EQUIPPED FOR SERVICE

Section 1

Engines will be placed on outbound lead at engine house with windows and the inside of cab properly cleaned and in a tidy condition, and deck swept, and in proper condition to go out on run, and with necessary tools, supplies, proper signals and marker equipment. This does not relieve engineers from knowing that engine is properly equipped, or reporting shortage before going out.

Section 2

Sand will be removed from the top of sand box, and sand and other foreign substances will be removed from running board by the roundhouse forces prior to engines being dispatched.

Section 3

Engineers will be responsible for reporting such defects as can only be discovered when engine is working.

Section 4

The controlling unit of the locomotive consist will be supplied with six 8-ounce individual bottles of clean, cold drinking water per trip or tour of duty for the engineer. In addition, not less than six additional 8-ounce individual bottles of drinking water will be stored on the controlling unit. These provisions will also apply to a trailing unit on which engineers are riding when deadheading.

The drinking water will be kept cool by placing it in either a refrigerator or portable cooler. If a portable cooler is used, sufficient ice will be furnished to keep the water cool the entire trip. The portable cooler must be water tight with a tight fitting lid.

NOTE: The intent of the above provisions is to assure that engineers will have a sufficient amount of clean and cold drinking water consistent with weather conditions, etc. Therefore, it is recognized that in some cases the supply of water may have to be increased beyond that stated in the two preceding paragraphs.

When a refrigerator on a unit becomes inoperable, it should be reported by the engineer on proper form (ME-60).

Section 5

Cabs of all engines will be kept tight around pipes and fittings and windows kept in proper repair. All engines will be equipped with arm rest, rain gutters and awnings 12 inches over the side windows.

Section 6

(a)(1) In run-through service, a locomotive which meets the basic minimum standards of the home railroad or section of the home railroad may be operated on any part of the home railroad or any other railroad.

(2) A locomotive which meets the basic minimum standards of a component of a merged or affiliated rail system may be operated on any part of such system.

ARTICLE 35

INSURANCE BENEFITS

1. Engineers working under the provisions of this agreement are covered by medical, dental, life and accident insurance plans and qualifying criteria established and amended by a series of national agreements. Questions concerning these plans may be directed to the person designated by the plans to handle such inquiries.
2. Off-track Vehicle Accident Benefits -

ARTICLE IV - PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES (March 10, 1969 BLE National Agreement, as revised by Article X of the 7/26/78 BLE National Agreement)

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the Carrier will provide any pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions:

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

- (1) deadheading under orders or
- (2) being transported at Carrier expense.

(b) Payments to be Made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraphs (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the Carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the Carrier, the following benefits:

(1) Accidental Death or Dismemberment

The Carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$150,000
Loss of Both Hands	\$150,000
Loss of Both Feet	\$150,000
Loss of Sight of Both Eyes	\$150,000
Loss of One Hand and One Foot	\$150,000
Loss of One Foot and Sight of One Eye	\$150,000
Loss of One Hand or One Foot or Sight of of One Eye	\$ 75,000

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

No more than \$150,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The Carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan; paid for in its entirety by the Carrier.

(3) Time Loss

The Carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the Carrier for time actually lost, subject to a maximum payment of \$150.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

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(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the Carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the Carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death:

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

(d) Exclusions:

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

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

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(e) Offset:

It is intended that this Article IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

The Carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the Carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after July 1, 1969.

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

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of March 10, 1969 _____ agrees to be (employee or personal representative) governed by all of the conditions and provisions said and set forth by Article IV."

Savings Clause

This Article IV supersedes as of July 1, 1969 any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may be advising the other party in writing by June 2, 1969, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article IV in lieu of this Article IV.

(g) Claims:

It is agreed that existing time-limit-on-claims regulations in National Agreements or in local schedule

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agreements do not apply to claims filed under such off-track vehicle accident provisions. Accordingly, the rights of neither the employees nor the railroads will be prejudiced by a failure to comply with a provision of such regulations.

Railroads parties to such off-track vehicle accident provisions will each designate an officer with whom any claims arising under such provisions are to be handled, and will notify General Chairmen of the officer designated.

3. This article is included in this agreement as information only, and it does not alter, amend or modify the health and welfare or insurance provisions of the applicable National Agreements.

ARTICLE 36

SYNTHESIS OF OPERATING VACATION AGREEMENTS

The following represents a synthesis in one document for the convenience of the parties, of the National Vacation Agreement of April 29, 1949, between certain carriers represented by the National Carriers' Conference Committee and their employees represented by the Brotherhood of Locomotive Engineers and the United Transportation Union (formerly the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America), and the several amendments made thereto in various national agreements up to the Award of Arbitration Board No. 559 dated May 8, 1996 and the 1996 BLE Core National Agreement.

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

Section 1

(a) Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the year 1997, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See

NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See NOTE below.)

(b) Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1997, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not

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earlier than the year 1960, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See NOTE below.)

(c) Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eight or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for as provided as in individual schedules and during the said eight or more years of continuous service renders service of not less than one thousand two hundred and eighty (1,280) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1997, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard

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service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE Below.)

(d) Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having seventeen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said seventeen or more years of continuous service renders service of not less than two thousand seven hundred and twenty (2,720) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1997, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic

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day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(e) Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing Carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the Organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1997, in the application of this Section 1(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This

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is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below)

NOTE: In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

(f) In dining car service, for service performed on and after July 1, 1949 - each 7 1/2 hours paid for shall be considered the equivalent of one basic day in the application of Section 1(a), (b), (c), (d), and (e).

(g) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 90 and 45 calendar days referred to in this Section 1(g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(h) Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), one thousand two hundred and eighty (1,280) basic days under Section 1(c), two thousand seven hundred and twenty (2,720) basic days under Section 1(d), and

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four thousand (4,000) basic days under Section 1(e).

(i) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

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

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

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

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in such following calendar year, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

(m) Calendar days on which an employee is compensated while attending training and rules classes at the direction of the carrier will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Sections 1(a), (b), (c), (d) and (e), respectively.

(n) During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.

(o) An employee may make up to two splits in his annual vacation in any calendar year.

(p) An employee may take up to one week of his annual vacation in single day increments, provided, however, that such employee shall be automatically marked up for service upon the expiration of any single day vacation. Based upon the service to which he is assigned on November 10 of each year, an engineer will qualify for either five, six or seven single vacation days in the following year.

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Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

General

(a) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).

(b) Beginning on the date Agreement "A" dated September

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21, 1950, May 25, 1951, or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement are concerned:

Yard Service

(1) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

(2) An employee having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

NOTE: Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

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Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4

Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee articles and will not be considered as breaking such guarantees.

Section 5

The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin articles of schedule agreements.

Section 6

Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

Section 7

(a) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

(b) After the vacation begins layover days during the

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vacation period shall be counted as part of the vacation.

Section 8

The vacation provided for in this agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order or preference.

Section 9

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

Section 10

Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property, either party may submit the dispute or controversy to arbitration in accordance with the procedures of Section 3 of the Railway Labor Act.

Section 11

This vacation agreement shall be construed as a separate agreement by and on behalf of each Carrier party hereto, and its railroad employees represented by the respective Organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applies to and defines the rights and obligations of the carrier parties to this agreement and the employees of such carriers represented by

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the Brotherhood of Locomotive Engineers and the United Transportation Union.

Section 12

This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

Section 13

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

Section 14

The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

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MEMORANDUM

Chicago, Illinois, April 29, 1949

In computing basic days in miles or hours paid for, as provided in Section 1 of said agreement, the parties agree that the following interpretations shall apply:

1. An employee in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1-1/4 basic days.
3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1-3/4 basic days.
4. An employee in yard service working 12 hours will be credited with 1-1/2 basic days.
5. An employee in freight service, run-around and paid 50 miles for same, will be credited with 1/2 basic day.
6. An employee in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.
7. An employee in freight service, paid no overtime or other allowances, working as follows:

1st trip,	150 miles
2nd trip,	140 miles
3rd trip,	120 miles
4th trip,	150 miles
5th trip,	<u>140</u> miles
Total	700 miles

will be credited with seven basic days.

8. An engineman in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.
9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.

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10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1-1/8 basic days.
13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.
14. An employee is paid eight hours under the held-away-from-home terminal article, will be credited with 1 basic day.
15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

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Section 15 - (INTERPRETATION OF CONTINUOUS SERVICE PROVISIONS SECTION 1 OF VACATION AGREEMENT)

In the granting of vacations subject to agreements held by the five operating Organizations, service rendered for the Carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employee transferred in service to a position subject to an agreement held by an Organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an Organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the Carrier on or after January 1, 1955, for 1955 vacations and on file with the Carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their terms and conditions for the year 1955.

The following will govern in the application of the Vacation Agreement dated April 29, 1949, as amended:

1. Assignment of Vacations:

(a) Vacations shall be taken between January 1st and December 31st with the understanding that due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations.

Bulletins will be posted on each division not later than November 10 of each year requesting employees who may qualify for a vacation in the succeeding calendar year to indicate in writing within twenty (20) days from the date of the bulletin their preference of starting their vacation period or periods, beginning January 1 of such year.

(b) Employees making application for a vacation period or periods will designate the date or dates on which they desire their vacation period or periods to commence in accordance with paragraph (a), above, and will designate first, second, third, etc., choice.

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NOTE: The status of an employee as of 12:01 a.m. on November 10 of each year will be the grade of service in which the employee will be considered when vacation periods are assigned for the succeeding year.

(c) All applications for a vacation period or periods should be directed to the officer signing the bulletin and must be in the office of such officer before the expiration of the bulletin, otherwise, they will not be given consideration and the employee involved will be assigned a vacation period or periods as hereinafter provided.

(d) After the close of the bulletin requesting employees to designate their choice of a vacation period or periods, the division superintendent or his representative, and the local chairman of the Organization involved, will, after determining the employees qualified for a vacation under provisions of the Vacation Agreement dated April 29, 1949, as amended, promptly assign vacation periods, giving due regard consistent with the requirements of the service to the preference of employees in seniority order.

Vacations will be assigned the oldest engineer having his first choice; the second oldest engineer then having his first choice; and so on, until all engineers have had their first choice. Then, beginning again with the oldest engineer who shall have his second choice and so on.

(e) Employees whose applications are not received prior to the expiration of the bulletin, and employees who do not make application for a vacation period or periods, will, if qualified for a vacation under the provisions of the Vacation Agreement dated April 29, 1949, as amended, be arbitrarily assigned a vacation period or periods by the local chairman and the division superintendent or his representative.

(f) Employees who make application for a vacation period or periods will, in the event the period or periods preferred are assigned to senior employees making it impossible to assign the employee a vacation period or periods in keeping with his request, be arbitrarily assigned a vacation period or periods by the local chairman and the division superintendent or his representative.

(g) Bulletin will be posted on each division on or before December 29 of each year showing the designated vacation period or periods for each employee qualified for vacation under the provisions of the Vacation Agreement dated April 29, 1949, as amended.

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(h) Should an employee request and be assigned a vacation period or periods starting prior to January 15 in excess of the vacation to which he may be entitled, in accordance with the Vacation Agreement dated April 29, 1949, as amended, and actually accepts the vacation period or periods assigned, he will not be entitled to pay for time lost for any portion of a vacation period or periods taken to which he was not entitled.

2. Split Vacations:

Engineers may, upon request made on their application submitted in accordance with Section 1 of this agreement, be permitted to split the vacation to which they are entitled in any calendar year into two (2), three (3), or four (4) periods of one (1) or more weeks each, subject to the following conditions:

(a) In applying the principle set forth in paragraph (d) of Article 1 of this Memorandum of Understanding consideration will be given to only one period of a split vacation in assigning vacations in any grade of service. An employee requesting a split vacation will designate the period he desires in accordance with the above. After all employees of a particular grade have been assigned one vacation period, the second portions of split vacations will be assigned to available unassigned periods with due regard to the employee in his seniority order in grade of service in which engaged, consistent with requirements of the service, and after the second periods are assigned, the third portions of split vacations will be assigned, following the same procedure as specified for assigning the second portions. In the event the period or periods preferred as the remaining portion or portions of a split vacation are assigned to senior employees making it impossible to assign the employee the remaining vacation period or periods in keeping with his request, he will be arbitrarily assigned a vacation period or periods as the remaining part or parts of his vacation by the local chairman and division superintendent or his representative.

(b) In view of permitting split vacations, it is understood the length of the entire vacation will be no greater than the length of vacation the employee is entitled at the time the first portion of the vacation is taken.

(c) The company will assume no additional expense as a result of granting split vacations. Where relief for split vacations involves deadheading, no return deadhead allowance from the first period of vacation, no going or return deadhead allowance for the middle period of vacation, and no going

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deadhead allowance for the last period of vacation will be paid.

(d) Payment for each of the periods of a split vacation, when payment is made on the basis of the rate of the last service performed, will be based on the rate of the last service performed prior to the first period of vacation in computing the pay for each period of a split vacation.

3. General:

(a) Vacations will be granted consistent with the requirements of the service, however, the fact that an employee is assigned a particular vacation period does not necessarily mean that he will be granted a vacation during that period, and in the event an employee is not granted a vacation during his designated vacation period, except as provided in this Memorandum of Understanding, he will be paid in lieu thereof as provided by Section 2 of the Vacation Agreement dated April 29, 1949, as amended.

(b) Employees will not be permitted to exchange designated vacation periods.

(c) In the application of Section 7(a) of the Vacation Agreement dated April 29, 1949, in order to avoid the possible loss of time at end of any vacation period, at his request an employee will be permitted to mark up and be dispatched out of his home terminal on his regular assigned run or turn on the last day of the first vacation period, and the vacation day thus worked will be added to the second vacation period, or if permitted to mark up and be dispatched out of his home terminal on his regular assigned run or turn on the last day of the second vacation period, or on the last day of a continuous vacation period, the vacation day thus worked will be added to his vacation in the next year.

NOTE: The foregoing does not apply to extra employees; neither will it permit an employee to exercise displacement rights effective prior to the expiration of any vacation period.

(d) Vacation days will be computed from 12:01 a.m., the first day of vacation, to 12:00 o'clock midnight, the last day of vacation.

(e) Claim for vacation allowance should be made promptly in the usual manner by the employee involved submitting a time report to cover.

(f) In the application of the Vacation Agreement dated

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April 29, 1949, as amended, engineers (regularly assigned and extra) will be marked up as available for service at the expiration of the vacation period without any action on their part unless prior permission has been granted to be absent from service after the expiration of such period.

(g) Under the procedure outlined in paragraph (f), engineers who are regularly assigned will be required to protect their regular turns or assignments immediately on the expiration of the vacation period, provided the on duty time is at or after 12:01 a.m. on the first day following the vacation period. Engineers assigned to extra boards will be marked last out on the extra board as of 12:01 a.m. on the first date following the vacation period. In the event two or more engineers are to be marked on the same extra board under the provisions of this paragraph, they will be marked thereon in seniority order, with senior engineers being marked ahead of junior engineers.

(h) It is understood that engineers may be called prior to 12:00 o'clock midnight on the last day of a vacation period in order to give them the proper advance call (1 1/2 hours except where otherwise specifically provided by agreement) so long as they are not actually required to report for duty prior to 12:01 a.m. on the first day following the vacation period.

4. Start of Vacations:

Regular Employees

(a) The vacation period for employees assigned on a regular run or turn will start at the home terminal of the service or run on which assigned, and will, provided the employee involved is at the home terminal, start on the designated date.

(b) The vacation period for an employee in service assigned on a regular run or turn who is not at the home terminal of the service or run on which assigned at 12:01 a.m. on the date his vacation is scheduled to begin will start at 12:01 a.m. on the first date following the date the last trip, tour of duty, deadheading under pay, or service performed was commenced prior to the arrival at the home terminal of the service or run on which assigned if requested by the employee in writing; otherwise, his vacation will start at 12:01 a.m. on the first date following the date he next arrived at the home terminal of the service or run on which assigned. In either instance the employee will not be considered available for service between such arrival at the home terminal and the

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start of his vacation except under conditions referred to in Section 3(a) of this Memorandum of Understanding.

(c) The beginning date of any vacation period may be advanced or set back, upon request of an employee regularly assigned with a specified lay-in or rest day or days, the minimum number of days necessary to commence on the day following the specified lay-in or rest day or days of such employee. This paragraph to apply only to employees assigned to positions assigned to work five (5) or six (6) consecutive days followed by two (2) rest days or by a lay-in day.

(d) Employees assigned on a regular run or turn will, when granted a vacation, be relieved for that purpose at the home terminal of the service, run or turn on which they are assigned and will, on their return from vacation, resume service at the same point provided they remain on the assignment they held on the date their vacation period started.

5. Start of Vacations:

Extra Employees

(a) The vacation period for extra employees will start at the point where the extra board on which they are assigned is maintained; and will, provided the employee involved is at such point, start on the designated date.

(b) The vacation period for an extra employee in service, who is not at the point where the extra board is maintained on the date his vacation is scheduled to begin, will, on his return to the point where the extra board is maintained, start at 12:01 a.m. on the first date following the date the last trip, tour of duty, deadheading under pay, or service performed was commenced if requested by the employee in writing; otherwise, his vacation will start at 12:01 a.m. on the first date following the date he arrives at the point the extra board is maintained. In either instance the extra employee will not be considered available for service between such arrival and the start of his vacation except under conditions referred to in Section 3(a) of this Memorandum of Understanding.

(c) Extra employees will, when granted a vacation, be relieved for that purpose at the point where the extra board on which they are assigned is maintained, and will, at the completion of vacation period, resume service at the same point, except in case such employees are permitted under wage schedule articles to exercise their seniority on return

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from vacation.

(d) Extra employees will not be granted vacations during periods they are filling temporary vacancies on runs that do not operate into and out of the point where the extra board on which they are assigned is maintained.

(e) Employees scheduled to start a vacation period within six (6) days from date called to fill an assignment at an outpost point will be permitted, upon request, to lay off without penalty or subject to further service and start their vacation period at 12:01 a.m. following the date called, if another employee is available and accepts the call.

6. This Memorandum of Understanding shall be considered as a separate agreement by and between the railroad and its employees represented by each Organization party hereto and shall not be construed as modifying or setting aside any schedule articles or agreements except as specifically provided herein.

7. This Memorandum of Understanding shall be effective beginning with the vacation year 1967 for the scheduling of vacations under the application of the Vacation Agreement dated April 29, 1949, as amended, and during its life supersedes the Memorandum of Understanding dated June 9, 1949, effective July 1, 1949, as amended, between the railroad and its employees represented by each organization party hereto relative to the application of the Vacation Agreement dated April 29, 1949, as amended.

8. This Memorandum of Understanding may be canceled by any party signatory hereto for the scheduling of vacations for the vacation year 1968 or for any subsequent year upon serving of at least thirty (30) days written notice by either party, which shall be given prior to November 1 of any year, of a desire to cancel this Memorandum of Understanding, and the serving of such notice shall have the effect of reinstating the Memorandum of Understanding dated June 9, 1949, effective July 1, 1949, as amended, in connection with the application of the Vacation Agreement dated April 29, 1949, as amended, in exactly the same manner as if this Memorandum of Understanding had not been written.

ARTICLE 37

PAID HOLIDAYS

The following represents a synthesis of paid Holiday provisions of National Agreements covering operating employees as applicable to employees represented by the Brotherhood of Locomotive Engineers.

This is intended as a guide and in the event a dispute arises as to the proper interpretation or application of any paid Holiday provision, the terms of the paid Holiday provision of the applicable National Agreements will govern. (See Article I, Sections 2 and 3, June 25, 1964 National Agreement; Article III, March 10, 1969 National Agreement (BLE); Article XI, May 13, 1971 National Agreement (BLE); Article III, March 6, 1975 National Agreement (BLE) and November 10, 1976 National Agreement (BLE) implementing Article III - Holidays, of March 6, 1975 National Agreement (BLE)); Article IV, September 28, 1982 National Agreement (BLE))

(From June 25, 1964 National Agreement, as revised by Article III, March 10, 1969 National Agreement (BLE); Article XI, May 13, 1971 National Agreement (BLE); Article III, March 6, 1975 National Agreement (BLE); and Article IV, September 28, 1982 National Agreement (BLE))

Section 1

The following provisions shall apply to regularly assigned engineers, firemen, hostlers and hostler helpers represented by an Organization party hereto in yard service, and regularly assigned road service employees paid on a daily basis:

(a) Each regularly assigned engineer, fireman, hostler and hostler helper represented by an Organization party hereto in yard service, and each regularly assigned road service employee in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays:

New Year's Day
President's Day

Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day Following Thanksgiving Day
Christmas Eve (the day before Christmas)
Christmas Day
New Year's Eve Day

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked.

NOTE: When any of the above-listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) Any of the employees described in paragraph (a) hereof who works on any of the holidays listed in paragraph (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

(c) To qualify for holiday pay, a regularly assigned employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employee in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, canceled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employee's work week, the first workday following his "days off" shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last workday of the preceding work week day of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

(See below for Christmas Eve - Christmas Day, Thanksgiving Day - day after Thanksgiving Day, and New Year's Eve - New Year's Day Holidays)

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(d) Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the work day of the assignment, payment of a basic day's pay pursuant to paragraph (a) hereof, unless the regularly assigned employee fails to qualify under paragraph (c) hereof, shall be applied toward such guarantee. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify articles or practices dealing with the Carrier's right to annul assignments on the holidays enumerated in paragraph (a) hereof.

(e) That part of all articles, agreement, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph (a) hereof be worked a stipulated number of days per week or month will not apply to the eleven holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this article will apply.

(f) As used in this article, the terms "workday" and "holiday" refer to the day to which service payments are credited.

(g) When a regularly assigned employee, holding an assignment subject to Article 1, Section 2, of the Agreement dated June 25, 1964, who performs compensated service at least one day on his regular assignment in the week in which the holiday falls, is required to be used off his assignment to protect other service on one or both qualifying days and/or on the holiday, performing or being available for the service he is called to protect will qualify him to receive the holiday basic day's pay at the rate of his regular assignment. He will be paid at the rate of time and one-half for service performed on the holiday provided he works on his regular assignment, and only then if he meets the qualifying requirements, set forth in Article I, Section 2(c) as interpreted herein.

(h) A regularly assigned employee holding an assignment which is not subject to Article I, Section 2, but who is called to protect other service on an assignment which is subject to Article I, Section 2, will qualify for payment of the basic day for the holiday if he is available for or performs service on such assignment on the qualifying days and on the holiday, provided no other employee qualifies for holiday pay on such position. If the assignment works on the holiday, he will be paid at the rate of time and one-half for service performed on the holiday.

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Section 2

The following provisions shall apply to extra yard service engineers, firemen, hostlers and hostler helpers represented by an Organization party hereto:

(a) Extra yard service engineers, firemen, hostlers and hostler helpers represented by an Organization party hereto (including extra employees on a common extra list protecting both road and yard service, to whom compensation for yard or hostling service has been credited on eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday), who meet the qualifications provided in paragraph (b) of this Section 3 shall receive one basic day's pay at the pro-rata rate on each of the following holidays:

New Year's Day
President's Birthday
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day Following Thanksgiving Day
Christmas Eve (the day before Christmas)
Christmas Day
New Year's Eve Day

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

NOTE: When any of the above-listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) To qualify, an extra yard service employee must -

(1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,

(2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or,

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(3) if such employee cannot qualify under Section 2 (b)(1) or (b)(2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more of such days and be so available on the other day or days.

NOTE 1: For the purposes of Section 2(b) (1), (2) and (3), an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the Carrier to perform other service in accordance with articles and practices on the Carrier.

NOTE 2: The term "extra yard service employee" shall include an extra employee on a common extra list protecting both road and yard service, except that an employee, while performing road service, shall not be regarded as being available for yard service, unless compensation for yard service paid him by the Carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

(See below for Christmas Eve - Christmas Day, Thanksgiving Day - day after Thanksgiving Day, and New Year's Eve - New Year's Day Holidays)

(c) Any of the extra yard service employees described in paragraph (a) of this Section 2 who works on any of the holidays listed therein shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

(d) As used in this Section 2, the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

NOTE 1: An employee subject to this Section 2 whose service status changes from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pay provided in paragraph (a) of Section 2 provided (1) he meets the qualifications set forth in paragraph (b) of Section 2 on the day or days he is an extra service employee, and (2) he meets the qualifications set forth in paragraph (c) of Section 1 on the day or days

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he is a regularly assigned yard service employee, provided further, that a regularly assigned yard service employee who voluntarily changes his service status to an extra yard service employee on any of the three qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 2.

NOTE 2: The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard articles and working conditions.

Section 3 - (From March 10, 1969 National Agreement (BLE))

(a) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

(b) Not more than one time and one-half payment will be allowed in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday.

Section 4 - Special Qualifying Provision - Employee Qualifying for Both Christmas Eve and Christmas Day

(From November 10, 1976 National Agreement with BLE implementing Article III - Holidays, of March 6, 1975 National Agreement)

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" (for a regularly assigned employee) or the "calendar day" (for an extra or unassigned employee) immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" before the holiday and on the "workday" or the "calendar day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" after the holiday.

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

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Section 5 - (From September 28, 1982 National Agreement (BLE))

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

Section 6

Nothing herein contained shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of May 23, 1952, as amended.

Section 7 - Personal Leave Days

A. Employees in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave day(s) on the following basis subject to the limitation contained in Section B, below:

<u>Years of Service</u>	<u>Personal Leave Days</u>
Less than five years	3 days
Five years and less than 10 years	5 days
Ten years and less than 15 years	7 days
Fifteen years and less than 20 years	9 days
Twenty years or more	11 days

B. The number of personal leave days each road freight service engineer is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road service or in the exercise of road and/or yard seniority rights. Once an engineer has reached the maximum of 11 days under this or any other agreement, he will not be entitled to any additional paid holidays or personal leave day(s) in that calendar year.

If an engineer takes any of his personal leave days before his service anniversary date, in a year in which his entitlement will increase, he may take up to the number of leave days he is entitled to prior to his anniversary date and then take the additional days that he is entitled to after his service anniversary date.

C. Personal leave day(s) may be taken upon 24 hours' advance request to an appropriate Carrier Officer and shall be granted consistent with the requirements of the service. The Carrier has the option of granting personal leave days with

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less than 24 hours' notice. The engineer will be paid one basic day at the rate of the last service performed for each personal leave day(s). Should the Carrier refuse an engineer's request for personal day(s), those leave days will be carried over, but must be requested and granted prior to May 1 of the following year. Any personal leave days not taken during the calendar year because of failure of the engineer to make timely request therefor shall not be carried over.

D. Personal leave day(s) will not be scheduled to start on other than a workday of the engineer's position. Personal leave days for extra board engineers and those in pool freight service will begin when they otherwise would have been called. Personal leave days paid for will be counted as qualifying days for vacation purposes.

E. Personal leave day(s) will not be scheduled or allowed to start on other than a work day of engineer's position and when personal leave days begin, they will be taken consecutively.

Personal leave days for extra board engineers and those in Pool Freight Service will begin when they otherwise would have been called.

ARTICLE 38

INTERDIVISIONAL SERVICE

NOTE: As used in this Article, the term interdivisional service includes interdivisional, interseniority district, intradivisional and/or intraseniority district service.

An individual Carrier may establish interdivisional service, in freight or passenger service, subject to the following procedure.

Section 1 - Notice

An individual Carrier seeking to establish interdivisional service shall give at least thirty (30) days' written notice to the Organization of its desire to establish service, specify the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

Section 2 - Conditions

Reasonable and practical conditions shall govern the establishment of the runs described, including but not limited to the following:

(a) Runs shall be adequate for efficient operations and reasonable in regard to the miles run, hours on duty and in regard to other conditions of work.

(b) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 31, 1986 by the number of miles encompassed in the basic day as of that date. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

(c) When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

NOTE: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

(d) On runs established hereunder crews will be allowed a \$6 meal allowance after 4 hours at the away-from-home terminal and another \$6 allowance after being held an additional 8 hours.

(e) In order to expedite the movement of interdivisional runs, crews or runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$1.50 for the trip.

(f) The foregoing provisions (a) through (e) do not preclude the parties from negotiating on other terms and conditions of work.

Section 3 - Procedure

Upon the serving of a notice under Section 1, the parties will discuss the details of operation and working conditions of the proposed runs during a period of thirty (30) days following the date of the notice. If they are unable to agree, at the end of the thirty (30) day period, with respect to runs which operate through a home terminal or home terminals of previously existing runs which are to be extended, such run or runs will be operated on a trial basis until completion of the procedures referred to in Section 4. This trial basis operation will not be applicable to runs which it is anticipated will result in the elimination of an existing home terminal. This understanding does not restrict any of the existing rights of the Carrier and is not applicable to any notice served prior to May 1, 1996.

Section 4 - Arbitration

(a) In the event the Carrier and the Organization cannot agree on the matters provided for in Section 1 and the other terms and conditions referred to in Section 2 above, the parties agree that such dispute shall be submitted to arbitration under the Railway Labor Act, as amended, within 30 days after arbitration is requested by either party. The arbitration board shall be governed by the general and specific guidelines set forth in Section 2 above.

(b) The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the Carrier to establish interdivisional service in the particular territory involved in each such dispute but

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shall be accepted by the parties as the conditions which shall be met by the Carrier if and when such interdivisional service is established in that territory. Provided further, however, if Carrier elects not to put the award into effect, Carrier shall be deemed to have waived any right to renew the same request for a period of one year following the date of said award, except by consent of the Organization party to said arbitration.

Section 5 - Turnaround Service

In recognition of the parties' mutual desire to operate the service in more efficient manner while reducing the time at the away-from-home terminal, turnaround service may be established between terminals under the terms and conditions of Article IX - Interdivisional Service of the 1986 BLE National Agreement. It is not intended to restrict any of the existing rights of the Carrier by this understanding. (See also Article 29, Section 6.)

Section 6 - Existing Interdivisional Service

Interdivisional service in effect on the date of this Agreement is not affected by this Article.

Section 7 - Construction of Article

The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional service where restrictions did not exist prior to the date of this Agreement.

Section 8 - Protection

Every employee adversely affected either directly or indirectly as a result of the application of this article shall receive the protection afforded by Sections 6, 7, 8 and 9 of the Washington Job Protection Agreement of May 1936 as shown in note below, except that for the purposes of this Agreement Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 6 years and to provide further that allowances in Section 6 and 7 be increased by subsequent general wage increases.

Any employee required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred dollars (400.00) and five working days instead of the "two

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working days" provided by Section 10(a) of said agreement. Under this Section, change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

If any protection benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the Carrier and employee under such agreements, in lieu of the benefits provided in this Article.

NOTE: (Excerpt from Washington Job Protection agreement)

Section 6(a) No employee of any of the Carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under existing agreements, rules and practices to obtain a position producing compensation equal to or exceeding the compensation of the position held by him at the time of the particular coordination, except however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position which he elects to decline.

(b) The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designated as a "displacement allowance" which shall be determined in each instance in the manner hereinafter described. Any employee entitled to such an allowance is hereinafter referred to as a "displaced" employee.

(c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement (such twelve (12) months being hereinafter referred to as the "test period") and by dividing

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separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period.

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

	LENGTH OF SERVICE	PERIOD OF PAYMENT
	1 yr and less than 2 yrs	6 months
	2 yrs and less than 3 yrs	12 months
and less than 5 yrs		18 months
	5 yrs and less than 10 yrs	36 months
	10 yrs and less than 15 yrs	48 months
	15 yrs and over	60 months

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

(b) For the purposes of this agreement the length of

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

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

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

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

(e) Each employee receiving a coordination allowance

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shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.

(f) The coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service.

The employee temporarily filling said position at the time it was abolished will be given a coordination allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

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

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

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

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

1. Failure without good cause to return to service in

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accordance with working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).

2. Resignation.
3. Death.
4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.
5. Dismissal for justifiable cause.

Section 9. An employee affected by a particular coordination shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees on his home road, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 10. Any employee eligible to receive a coordination allowance under Section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this agreement) accept in lump sum a separation allowance determined in accordance with the following schedule:

LENGTH OF SERVICE	SEPARATION ALLOWANCE
1 yr & less than 2 yrs	3 months' pay
2 yrs & less than 3 yrs	6 months' pay
3 yrs & less than 5 yrs	9 months' pay
5 yrs & less than 10 yrs	12 months' pay
10 yrs & less than 15 yrs	12 months' pay
15 yrs and over	12 months' pay

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

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

(b) One month's pay shall be computed by multiplying by

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30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination.

Section 11(a). Any employee who is retained in the service of any Carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage less during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the Carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the Carrier responsible and the Organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the Carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

(c) Except to the extent provided in paragraph (b) changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended with the provisions of this section.

ARTICLE 39

PAY AND TIME REPORTS

Section 1

Engineers will report their own time in the prescribed manner.

Section 2

Engineers who are short eight (8) hours or more in their pay will, upon request, be given a voucher for the amount.

Section 3

Bi-weekly paydays will be on every other Friday. In the event payday falls on a legal holiday, the preceding day, Thursday, will be payday.

Section 4

(a) An itemized record of daily earnings for each pay period including all T&E payments made during such pay period will be furnished engineers, firemen, conductors and brakemen. The record will be in the form attached and will show the following: Name, Social Security Number, Date, Time on Duty, Miles, Rate of Pay, Gross Earnings, Overtime Pay, Initial Terminal Delay Time, Final Terminal Delay Time, Miscellaneous Time, Without Fireman, Air Hose Arbitrary, Pooling of Caboose Allowance and Constructive Allowances (deadheading, holiday pay, penalty claims, etc.)

(b) Itemized records of payments referred to in subsection (a) will be furnished to the employees at the same pay location where pay checks are made available.

Section 5

Engineers desiring to have their biweekly paychecks mailed to their home address may do so in accordance with the following:

(a) Engineers must take application on the form prescribed for home delivery.

(b) The Carrier will, in addition to mailing the engineer's check, also mail under the same or separate cover the engineer's Statement of Itemized Earnings.

(c) Engineers will be responsible for prompt notification to the appropriate Carrier officer at least two (2) weeks prior to a change in their address. Failing to do so will relieve the Carrier of responsibility for late delivery of such checks.

(d)(1) Complaints in connection with late delivery of checks will not be made earlier than seven (7) days following the recognized pay day.

(2) Complaints in connection with late delivery will be made to the Corporate Mail Services, Roanoke, Va, for necessary handling.

Section 6 - Direct Deposit of Paycheck

Engineers desiring to have their paychecks deposited automatically via Direct Deposit may request to do so by completing a Norfolk Southern Direct Deposit Authorization (form 11097-0) and attach a voided bank check. Mail it to Payroll Accounting, 110 Franklin Rd. SE, Roanoke, Va 24042-0057.

ARTICLE 40

TIME LIMIT ON CLAIMS

Section 1

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

Section 2

If a disallowed claim or grievance is to be appealed, such appeal must be taken within sixty (60) days from receipt of notice of disallowance. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances.

Section 3

The procedure outlined in Sections 1 and 2 shall govern in appeals taken to each succeeding officer. All claims or grievances involved in a decision of the highest officer shall be barred unless within one (1) year from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the one (1) year period herein referred to.

Section 4

All rights of a claimant involved in continuing alleged violations of agreement shall, under this article, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the Carrier. With respect of claims and grievances involving an employee

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held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

Section 5

This article recognizes the right of representatives of the organization party hereto to file and prosecute claims and grievances for and on behalf of the employees they represent.

Section 6

This article shall not apply to request for leniency.

ARTICLE 41

DISCIPLINE AND PROCEDURES

Section A - General Requirements

1. An engineer will not be disciplined, suspended, dismissed, nor have any entry made against his personal record without first being given a fair and impartial hearing.

NOTE: The above will not prevent an engineer from agreeing to waive a formal hearing and accepting responsibility and the discipline issued in connection therewith.

2. An engineer shall not be held from service pending hearing except in serious cases, such as theft, altercation, Rule "G" violation, insubordination, major accidents, serious misconduct and major offenses whereby the engineer's retention in service could be hazardous.

Section B - Formal Hearing

1. Notice of Hearing

(a) When hearings are to be held, the engineer whose presence is required shall be given a written notice prior to such hearing, such notice to contain advice as to cause of and the time, date and location set for the hearing and he shall have the right to be represented thereat by an employee or organization representative of his own choice and may summon witnesses who shall have a fair and impartial examination. In case of conflicting testimony those whose evidence conflicts may be examined together.

NOTE: It is understood that the reference to a singular "representative" referred to in this Article does not prohibit an engineer from utilizing the services of additional organization representative to assist in the investigation.

(b) The notice shall inform each engineer so notified of the right to representation and to bring in witnesses.

(c) The hearing will be held within ten (10) days of the date of the occurrence. In cases involving any criminal charges or failure to make out a personal injury report as prescribed in the rules the ten (10) days will apply after the date the occurrence is made known to the Carrier.

(d) The Carrier will have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of hearing shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the Carrier intends to have in attendance at the hearing. The engineer or his representative may bring to the attention of the responsible Carrier official the name or names of other witnesses who may provide material facts.

(e) The Carrier will arrange to mark off engineers when necessary for the purpose of attending hearings. Engineers who are marked off to attend hearings must mark up at the close of the hearings.

(f) Failure of an engineer to appear at an investigation or hearing after receipt of proper notification as provided herein, except when prevented by causes beyond his control, shall be considered sufficient reason for his dismissal from service.

2. Postponements of Hearing

Consistent with the provisions of Section A. 1 for a fair and impartial hearing, postponements of the formal hearing may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld.

3. Conduct of Hearing

(a) The hearing shall be conducted by an officer of the employing Carrier who may be assisted by other officers. If practicable to do so, the hearing shall be held at the home terminal of the employee involved or in cases where more than one employee is involved at the home terminal of the majority of the employees except specifically provided otherwise in interdivisional agreements.

NOTE: When another Carrier is involved, this will not preclude an officer of that Carrier from conducting the hearing or assisting in the hearing recognizing, in any case, that there shall be only one presiding (hearing) officer.

(b) An engineer's personal service record will not be included in or referred to in the hearing or in the transcript of the proceedings of the hearing. The engineer's personal record may be taken into consideration in assessing the amount of discipline imposed, if any.

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(c) If the formal hearing is not held within the time limits specified in Section B. 1(c), the engineer will not be disciplined, will be paid for all time lost, and no disciplinary entry will be made in the engineer's personal service record.

(d) Witnesses will be permitted time off if requested in order to have sufficient rest prior to and following the hearing.

Section C - Transcript of Hearing

It is recognized that the Carrier is responsible for ensuring that an accurate transcript of the hearing proceedings is made. However, this will not preclude the engineer or his representative from making a record of the proceedings for their own use.

If, during the hearing, a partial transcript is made prior to conclusion of the hearing such partial transcript will be made available to the engineer and his representative upon request. If electronic recording devices are used and recordings are available for review by Carrier officials, they also shall be made available upon request for review by the engineer and his representative at the appropriate Carrier facility.

Copy of the transcript will be promptly furnished to the accused and his representative, time limit on appeals shall not begin to toll prior to the time the transcript is in the hands of the accused.

Section D - Hearing Decision

1. If the formal hearing results in assessment of discipline, such decision shall be rendered within fifteen (15) calendar days from the date the hearing is concluded, and the engineer will be notified in writing of the reason therefore by certified or registered U. S. mail with additional copy provided for the engineer representative.

NOTE: This Article does not preclude delivery of the decision at reasonable times by a Carrier representative. Such delivery at the engineer's home shall be made only when other means of delivery are not practicable.

2. If the hearing does not result in discipline being assessed, any charges related thereto entered in the engineer's personal service record shall be voided.

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3. If the accused engineer is dissatisfied with the decision following the hearing, he or his representative shall have the right to appeal to the next higher officer. Requests for payment for time lost may be included in the first appeal to the higher officer referred to herein.

4. In case the suspension, dismissal, or censure is found to be unjust, such engineer shall have the entry removed from his record and if suspended or dismissed he shall be reinstated and paid for time lost.

Section E - Compensation for Attending Hearings

(a) Regularly assigned engineers who are required to attend a hearing at the request of the Carrier and do not lose time on their assignment, will if found not to be at fault, be allowed pro rata rate of their regular assignment for the actual time so in attendance with a minimum of four (4) hours, this time to commence at the time the engineer is required to and does report for the hearing and to continue until released with a maximum of eight (8) hours on any calendar day. Engineers assigned to an extra list who are required to attend a hearing at the request of the Carrier when not on duty and are not required to lose their place on extra list will, if found not be at fault, be allowed the rate of pay applicable to the class of service last performed for the actual time so in attendance with a minimum of four (4) hours, this time to commence at the time the engineer is required to and does report for the hearing and to continue until released with a maximum of eight (8) hours on any calendar day. In addition, when engineers are required to deadhead from their home terminal to the point where the hearing is to be held, they will be compensated therefore under the deadhead article.

(b) When regularly assigned engineers are so used and are found not to be at fault and they lose time on their assignment they will be paid under this section but not less than they would have been paid if they had continued to work.

When extra men are so used and are found not to be at fault they will be allowed a minimum day when required to lose their place on the extra list, such payment to be at the rate of pay applicable to the class of service last performed. If held from the extra list more than a calendar day as a result of attendance at a hearing they will be paid a minimum day at the above defined rate for each such additional day on which they perform no service.

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Section F - Time Limit on Appeals

1. When discipline has been assessed as a result of a formal hearing and the decision as rendered by the Carrier is not acceptable to the engineer, any appeal must be presented in writing by or on behalf of the engineer involved, to the officer of the Carrier authorized to receive same, within sixty (60) days as provided in Section C of this Article. Failing to comply with this provision the decision shall be considered final, but this shall not be considered as a precedent or waiver of the contentions of the engineers as to other discipline cases. The Carrier shall, within sixty (60) days from the date the appeal is filed render a decision in writing on the appeal and, if the appeal is denied, the reasons for such denial shall be given. If no decision is rendered within sixty (60) days, the appeal shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other discipline cases.

2. The procedure outlined in paragraph 1 shall govern in appeals taken to each succeeding officer (*). After decision by the highest officer designated to handle discipline matters, if conference is requested by either party it will be held within sixty (60) days of date of that decision, otherwise conference will be considered as having been waived by mutual consent. All appeals involved in a decision of the highest officer shall be barred unless within one (1) year from the date of said officer's decision proceedings are instituted by the engineer or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the matter involved.

NOTE: (*) There shall not be more than two (2) succeeding officers involved in the appeals process. Where there is only one succeeding officer involved in the appeals process, there will be no change in that procedure by reason of this Article.

3. With respect to appeals involving an engineer dismissed, suspended or held out of service, the original notice of request for reinstatement with pay for time lost shall be sufficient.

4. If at any point in this appeals procedure or in proceedings before a tribunal having jurisdiction it is determined that the engineer should not have been disciplined, any charges related thereto entered in the engineer's personal service record shall be voided and, if required to lose time

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or if held out of service (suspended or dismissed), the engineer shall be reinstated with pay for all time lost and with seniority and other rights unimpaired.

5. If discipline assessed is by suspension, time lost by an engineer when held out of service shall be deducted from the assessed period of suspension.

Section G - Effect of Time Limits

The time limits set forth in this Article will govern the discipline procedure to the exclusion of any other article, practice or agreement to the contrary and such time limits may be extended by mutual agreement in writing.

ARTICLE 42

ROAD MEAL PERIOD

Section 1 - (applicable to NKP and CL only)

Engineers on work trains, locals or switch runs, will be given a reasonable time to eat. It is understood that conductors will advise the dispatcher before taking time out to eat, and that this eating period will be taken at a time that will cause the least delay to trains or to maintenance-of-way forces.

Section 2 - (applicable to former WLE only)

(a) Freight crews on other than stock or time freight trains will be allowed not to exceed thirty minutes for meals at convenient places, after giving the dispatcher at least one hour's notice. Meal periods allowed crews in work train service under this article shall be taken at a time which will cause the least delay to the working forces.

(b) The meal period contemplated by Paragraph 1 hereof shall be taken by the crew as a unit.

(c)(1) Crews operating wreck trains shall be furnished meals except when dining facilities do not exist or are not in operation on such trains. Such meals will be taken at a time which will not delay wrecking operations and therefore need not necessarily be taken as a unit.

(2) Should such facilities not exist or not be in operation, the crews operating such trains will be so notified when called and, for the purpose of this agreement, be considered as being in work train service.

(d) During any meal period contemplated by this agreement, each member of a crew shall be responsible for the performance of such of his duties as will avoid hazard or damage to trains, equipment and personnel.

(e)(1) Confirming discussions during conferences in Cleveland on January 17 and 18, 1968, at which we thoroughly discussed the problems of both the men and management in connection with the application of the road and yard meal period agreements of the respective contracts, including the problems in connection with time freight trains being on duty long hours without eating. We will make every effort to apply the meal period rules in accordance with their provisions and the understandings in connection therewith so as to allow crews a reasonable time for eating at points where food is

available.

(2) When problems arise the General Chairman whose contracts are involved will contact the General Manager and he will promptly arrange for a meeting to endeavor to arrive at a solution to the problem.

NOTE: Public Law Board 4449, Award No. 1 will continue to apply to WLE employees with a seniority date prior to May 3, 1990.

Section 3 - (applicable to WABASH only)

Engine crew on freight trains will be allowed a reasonable time for eating, at convenient places, but must notify the dispatcher as much in advance as possible when they expect to do so.

Section 4 - (applicable to LEW only)

Engineers in road service will be allowed thirty (30) minutes at the regular or customary eating places when practicable.

ARTICLE 43

CONVERSION

Section 1

(a) Engineers in through or irregular freight service required to pick up and/or set off a car or cars at three (3) or more points or when the time actually consumed in picking up and/or setting off exceeds two hours in the aggregate for the entire trip during any one trip or tour of duty will be paid local freight rates for the entire service performed. For local freight service, 56 cents for engineers shall be added to the daily through freight rates, according to class of engine. The term "local freight service" includes road service paid local freight rates.

The following shall not be considered picking up and/or setting off cars for the purpose of this article:

(1) Picking up or setting off cabins or cabooses cars at initial or final terminal.

(2) Picking up cars at first point or setting off cars at last point at which cars are picked up or set off respectively, within the initial or final terminal.

(3) At foreign line junction points not exceeding four in number, when interchange cars only are picked up and/or set off.

(4) Setting out defective cars at any point.

(5) Doubling hills.

(6) Setting out or picking up cars (but not setting out and picking up at the same point) for the purpose of adjusting the tonnage of the train to established engine ratings.

Except as provided in Item (6) above, picking up and/or setting off cars at one point between the time train is stopped and the entire train is coupled up and ready to start shall constitute picking up and/or setting off cars at one "point" for the purpose of this article.

(b) Engineers required to do station switching will be paid local or way freight rates. Switching necessary in picking up cars will not be considered "station switching." Switching for the purpose of placing at loading or unloading

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places cars other than cars loaded with livestock or highly perishable freight, will be considered "station switching." If, in order to set out car or cars clear of main line, it is necessary to move from "spot" a car or cars that are set for loading or unloading, such car or cars will be replaced on "spot" and so doing will not be considered "station switching."

(c) In passenger or through or irregular freight service where commercial LCL freight and/or company material in excess of 2000 pounds is loaded or unloaded by the engine or train crew during the entire trip, engineers will be paid local freight rates.

(d) When Nickel Plate District engineers handle cars to or from tracks on Lake Erie and Western District side at Argos not designated as interchange tracks, namely, passing siding and tracks variously known as house track, elevator or storage track, such service shall be considered as station switching and shall automatically convert rate paid for trip from through freight rate to pick up rate.

(e) There shall be no conversion except as specifically covered by this article.

ARTICLE 44

SENIORITY DISTRICTS/INTERCHANGEABLE RIGHTS

Section 1 - NKP/PRR Seniority Districts

<u>Seniority Districts</u>	<u>Territories</u>
Buffalo District	Buffalo to Conneaut, including Buffalo Terminal
Cleveland District	Conneaut to Bellevue, including Cleveland and Bellevue terminals
Fostoria District	Bellevue to Ft. Wayne, including Bellevue and Ft. Wayne Terminals, and Fostoria Yard.
Chicago District	Ft. Wayne to Chicago, including Chicago Terminal
Sandusky - New Castle District	Arcadia to Tipton Ft. Wayne to Cincinnati Fostoria Yard Fremont Yard
Peoria District	Frankfort to Peoria Frankfort to Tipton
IMC District	Argos to Michigan City
Charleston-Madison District	St. Louis to Coffeen, including Frankfort Terminal
Marion - Delphos Districts	Formerly Delphos to Frankfort, including Frankfort Terminal.
Sandusky	Sandusky to Columbus, including District (PRR) Bellevue- Sandusky consolidated Terminal
Muncie District	Arcadia to Tipton Ft. Wayne to Cincinnati Frankfort to Peoria Frankfort to Tipton

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Muncie District (cont)	St. Louis to Coffeen, including Frankfort Terminal formerly Delphos to Frankfort, including Frankfort Terminal
Lake Erie District	Buffalo to Conneaut, including Buffalo Terminal Conneaut to Bellevue, including Conneaut, Cleveland, and Bellevue Terminals Bellevue to Ft. Wayne, including Bellevue and Ft. Wayne Terminals
Wheeling & Lake Erie District	Toledo to Bellevue

INTERCHANGEABLE RIGHTS

Section 2

(A) Effective January 6, 1975, interchangeable seniority rights will be established for engineers as provided herein, on each of their respective seniority districts except as modified by the provisions of this article.

SENIORITY DISTRICTS

1. Fostoria District
and
2. Sandusky District (PRR)

(B) Seniority rosters will be prepared for each district to protect the following services:

1. Prior Rights Engineers

- (a) Prior Rights Fostoria ("F") District Engineers.
- (b) Prior Rights Sandusky District (PRR) Engineers.

and

2. Prior Rights Engineers - Sandusky District (PRR)

- (a) Prior Rights Sandusky District (PRR) Engineers.

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(b) Prior Rights Fostoria ("F") District Engineers.

Road-Yard Seniority - The Fostoria ("F") District roster and the, Sandusky District, former PRR roster will be topped and bottomed. Employees hired after January 6, 1975 will be placed on a consolidated roster with rights to service on all of the territories referred to herein.

For the purposes of maintaining and exercising seniority in the territories consolidated by this section. Engineers of the NKP and PRR, with a seniority date prior to January 6, 1975 will retain prior rights to their respective seniority district.

(C) This article shall not affect prior interchangeable seniority agreements now in effect on the respective districts.

Section 3

(A) Effective April 1, 1977, interchangeable seniority rights shall be established for engineers as herein provided for, on each of their respective seniority districts and/or divisions.

SENIORITY DISTRICTS

1. Sandusky - New Castle District

and

2. Peoria District

(B) - PRIOR RIGHTS

Engineers holding seniority as such prior on March 31, 1977 shall retain prior rights on their respective seniority districts according to their then existing seniority standing.

Seniority rosters shall be prepared for each seniority district showing the names and seniority dates of engineers with rights in road and yard service on their respective seniority districts as of the close of the day preceding April 1, 1977.

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These rosters shall be captioned (1) 'Prior Rights Engineers, Sandusky - New Castle District', (2) 'Prior Rights Engineers, Peoria District', and will be prepared as follows:

1. Prior Rights Engineers - Sandusky - New Castle District

(a) Prior Rights Sandusky-New Castle District Engineers

(b) Prior Rights Peoria District Engineers

2. Prior Rights Engineers - Peoria District

(a) Prior Rights Peoria District Engineers

(b) Prior Rights Sandusky-New Castle District Engineers

The phrase 'Prior Rights' means that engineers on their respective seniority district and/or division shall have seniority over engineers who, although older in service, hold no prior rights on such seniority district and/or division.

Employees hired on or after April 1, 1977, will not have any prior rights to service and will not be included or added to the seniority rosters showing the names of engineers who are to retain prior rights as provided herein.

(C) - INTERCHANGEABLE SENIORITY RIGHTS

Engineers acquiring seniority under this section shall be considered the same as though employed on April 1, 1977, and shall have their names added to the seniority rosters in the same relative order of their seniority as engineers prior to April 1, 1977.

Employees promoted after April 1, 1977, shall have their names and seniority dates added to the rosters covering their respective seniority district.

Commencing April 1, 1977, employees may exercise their seniority from the Sandusky-New Castle District to the Peoria District; and from the Peoria District to the Sandusky-New Castle District in accordance with existing agreements now in effect.

This section shall not affect prior interchangeable seniority agreements now in effect on the respective districts.

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Section 4

(A) Effective January 1, 1979, interchangeable seniority rights shall be established for engineers as herein provided on each of the respective seniority districts and/or divisions.

SENIORITY DISTRICTS

1. Toledo and St. Louis Districts (Charleston - Madison and Marion-Delphos Districts)

and

2. Sandusky and Peoria Districts as established April 1, 1977.

(B) - PRIOR RIGHTS

Engineers holding seniority on December 31, 1978 shall retain prior rights on their respective seniority standing.

Seniority rosters shall be prepared for each seniority district showing the names and seniority dates of engineers with rights in road and yard service on the respective seniority districts as of the close of the day preceding January 1, 1979, as follows:

1. Prior rights St. Louis District (Charleston-Madison District)
2. Prior rights Toledo District (Marion-Delphos District)
3. Prior rights St. Louis and Toledo District rosters will be combined and engineers will be ranked in accordance with their relative standing on the prior right seniority rosters.
4. Rosters as provided in Item 3 will be topped and bottomed with the pre-existing rosters effective April 1, 1977.

The phrase 'Prior Rights' means that engineers on the respective seniority district and/or division shall have seniority over engineers who, although older in service, hold no prior rights on such seniority district and/or division.

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Employees hired on or after January 1, 1979, will not have any prior rights to service and will not be included or added to the seniority rosters showing the names of engineers who are to retain prior rights as provided herein.

(C) - INTERCHANGEABLE SENIORITY RIGHTS

Engineers acquiring seniority under this section shall be considered the same as though employed on January 1, 1979 and shall have their names added to the seniority rosters in the same relative order of their seniority as engineers prior to January 1, 1979.

Employees hired after January 1, 1979, shall have their names and seniority dates added to the rosters covering interchangeable seniority rights.

Commencing January 1, 1979, employees may exercise their seniority from one district to another in accordance with existing agreements now in effect.

This section shall not affect prior interchangeable seniority agreements now in effect on the respective districts.

Section 5

(A) Effective May 1, 1981, interchangeable seniority rights shall be established for engineers as herein provided for, on each of their respective seniority districts and/or divisions.

SENIORITY DISTRICTS

1. Muncie District - Sandusky-New Castle, Peoria, Toledo and St. Louis Districts.
2. Indianapolis - Michigan City District

(B) - PRIOR RIGHTS

Engineers on the Muncie District, Toledo, and St. Louis Districts - former Sandusky-New Castle, Peoria, Muncie Districts - who, as of April 30, 1981, hold rights as engineers on the aforementioned seniority districts will retain such prior rights on those districts.

Engineers holding seniority on the former Indianapolis - Michigan City on May 1, 1981 shall retain prior rights on that district.

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The phrase "prior rights" means that engineers on the respective seniority district and/or division shall have seniority over engineers who, although older in service, hold no prior rights on such seniority district and/or division.

(C) - INTERCHANGEABLE SENIORITY RIGHTS

Engineers acquiring seniority under this section shall be considered the same as though employed on May 1, 1981 and shall have their names added to the seniority rosters in the same relative order of their seniority as Engineers prior to May 1, 1981.

The senior engineer on the former Indianapolis - Michigan City (Roster No. 345) will follow the junior engineer on the Muncie Division (Roster No. 319).

The senior engineer on the Muncie District (Roster No. 319) will follow the junior engineer on the former Indianapolis - Michigan City (Roster No. 345).

Employees hired on or after May 1, 1981, will not have any prior rights to service and will not be included or added to the seniority rosters showing the names of engineers who are to retain prior rights as provided herein.

Commencing May 1, 1981, employees may exercise their seniority from one district to another in accordance with existing agreements now in effect.

This section shall not affect prior interchangeable seniority agreements now in effect on the respective districts.

Section 6

(A) Effective October 27, 1981, interchangeable seniority rights shall be established for engineers as herein provided for, on each of their respective seniority districts and/or divisions.

SENIORITY DISTRICTS

1. Fostoria ("F") District
2. Chicago District

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(B) - PRIOR RIGHTS

Engineers holding seniority on October 26, 1981 shall retain prior rights on their respective seniority districts according to their then existing seniority standing.

Seniority rosters shall be prepared for each seniority district showing the names and seniority dates of engineers with rights in road and yard service on their respective seniority districts as of the close of the day preceding October 27, 1981.

These rosters shall be captioned (1) 'Prior Rights Engineers, Fostoria Division', (2) 'Prior Rights Engineers, Chicago Division', and will be prepared as follows:

1. Prior Rights Engineers - Fostoria Division

- (a) Prior Rights Fostoria ("F") District Engineers
- (b) Prior Rights Chicago District Engineers

The phrase 'Prior Rights' means that engineers on their respective seniority district and/or division shall have seniority over engineers who, although older in service, hold no prior rights on such seniority district and/or division.

Employees hired on or after October 27, 1981, will not have any prior rights to service and will not be included or added to the seniority rosters showing the names of engineers who are to retain prior rights as provided herein.

(C) - INTERCHANGEABLE SENIORITY RIGHTS

Engineers acquiring seniority under this section shall be considered the same as though employed on October 27, 1981, and shall have their names added to the seniority rosters in the same relative order of their seniority as engineers prior to October 27, 1981.

Employees promoted after October 27, 1981, shall have their names and seniority dates added to the rosters covering interchangeable seniority rights.

Commencing October 27, 1981, only prior rights Chicago District employees may exercise their seniority to the Fostoria District according to the existing agreements now in effect.

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This section shall not affect prior interchangeable seniority agreements now in effect on the respective districts.

Section 7

(A) Effective October 27, 1981, interchangeable seniority rights shall be established for engineers as herein provided for, on each of their respective seniority districts and/or divisions.

SENIORITY DISTRICTS

1. Buffalo District
- and
2. Cleveland District

(B) - PRIOR RIGHTS

Engineers holding seniority on October 26, 1981 shall retain prior rights on their respective seniority districts according to their then existing seniority standing.

Seniority rosters shall be prepared for each seniority district showing the names and seniority dates of engineers with rights in road and yard service on their respective seniority districts as of the close of the day preceding October 27, 1981.

These rosters shall be captioned (1) 'Prior Rights Engineers, Buffalo District', (2) 'Prior Rights Engineers, Cleveland District', and will be prepared as follows:

1. Prior Rights Engineers - Buffalo District
 - (a) Prior Rights Buffalo District Engineers
 - (b) Prior Rights Cleveland District Engineers
2. Prior Rights Engineers - Cleveland District
 - (a) Prior Rights Cleveland District Engineers
 - (b) Prior Rights Buffalo District Engineers

The phrase 'Prior Rights' means that engineers on their respective seniority district and/or division shall have seniority over engineers who, although older in service, hold no prior rights on such seniority district and/or division.

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Employees hired on or after October 27, 1981, will not have any prior rights to service and will not be included or added to the seniority rosters showing the names of engineers who are to retain prior rights as provided herein.

(C) - INTERCHANGEABLE SENIORITY RIGHTS

Engineers acquiring seniority under this section shall be considered the same as though employed on October 27, 1981, and shall have their names added to the seniority rosters in the same relative order of their seniority as engineers prior to October 27, 1981.

Employees promoted after October 27, 1981, shall have their names and seniority dates added to the rosters covering interchangeable seniority rights.

Commencing October 27, 1981, employees may exercise their seniority from one district to another in accordance with existing agreements now in effect.

This section shall not affect prior interchangeable seniority agreements now in effect on the respective districts.

Section 8

(A) Effective October 29, 1981, interchangeable seniority rights shall be established for engineers as herein provided on each of the respective seniority districts and/or divisions.

SENIORITY DISTRICTS

1. Ft. Wayne District - Fostoria and Chicago Districts as established October 27, 1981.
2. Lake Erie District - Cleveland and Buffalo Districts as established October 27, 1981.

(B) PRIOR RIGHTS

Engineers holding seniority on October 28, 1981 shall retain prior rights on their respective seniority standing.

Seniority rosters shall be prepared for each seniority district showing the names and seniority dates of engineers with rights in road and yard service on the respective seniority districts as of the close of the day preceding October 29, 1981.

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These rosters shall be captioned (1) 'Prior Rights Engineers, Fostoria and Chicago Districts', (2) 'Prior Rights Engineers, Cleveland and Buffalo Districts', and will be prepared as follows:

1. Prior Rights Engineers - Fostoria District
 - (a) Prior Right Fostoria District Engineers
 - (b) Prior Right Chicago District Engineers

2. Prior Rights Engineers - Cleveland District
 - (a) Prior Right Cleveland District Engineers
 - (b) Prior Right Buffalo District Engineers

The phrase 'Prior Rights' means that engineers on the respective seniority district and/or division shall have seniority over engineers who, although older in service, hold no prior rights on such seniority district and/or division.

Employees hired on or after October 29, 1981, will not have any prior rights to service and will not be included or added to the seniority rosters showing the names of engineers who are to retain prior rights as provided herein.

(C) - INTERCHANGEABLE SENIORITY RIGHTS

Engineers acquiring seniority under this section shall be considered the same as though employed on October 29, 1981 and shall have their names added to the seniority rosters in the same relative order of their seniority as engineers prior to October 29, 1981.

Employees hired after October 29, 1981, shall have their names and seniority dates added to the rosters covering interchangeable seniority rights.

Commencing October 29, 1981, employees may exercise their seniority from one district to another (except Chicago Division) in accordance with existing agreements now in effect.

This agreement shall not affect prior interchangeable seniority agreements now in effect on the respective districts.

Section 9

(A) Effective November 1, 1981, interchangeable seniority rights shall be established for engineers as herein

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provided on each of the respective seniority districts and/or divisions.

SENIORITY DISTRICTS

1. Muncie District as established May 1, 1981.
2. Lake Erie District as established October 29, 1981.

(B) - PRIOR RIGHTS

Engineers holding seniority on October 31, 1981 as such prior to the effective date of this agreement shall retain prior rights on their respective seniority standing.

Seniority rosters shall be prepared for each seniority district showing the names and seniority dates of engineers with rights in road and yard service on the respective seniority districts as of the close of the day preceding November 1, 1981, as follows:

1. Prior rights Muncie District
2. Prior rights Lake Erie District
 - (a) Fostoria District Engineers
 - (b) Chicago District Engineers
 - (c) Cleveland District Engineers
 - (d) Buffalo District Engineers
3. The above rosters will be topped and bottomed effective November 1, 1981.

The phrase 'Prior Rights' means that engineers on the respective seniority district and/or division shall have seniority over engineers who, although older in service, hold no prior rights on such seniority district and/or division.

Employees hired on or after November 1, 1981, will not have any prior rights to service and will not be included or added to the seniority rosters showing the names of engineers who are to retain prior rights as provided herein.

(C) - INTERCHANGEABLE SENIORITY RIGHTS

Engineers acquiring seniority under this section shall be considered the same as though employed on November 1, 1981 and shall have their names added to the seniority rosters in the

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same relative order of their seniority as engineers prior to November 1, 1981.

Employed hired after November 1, 1981, shall have their names and seniority dates added to the rosters covering interchangeable seniority rights.

Commencing November 1, 1981, employees may exercise their seniority from one district to another (except Chicago Division) in accordance with existing agreements now in effect.

This section shall not affect prior interchangeable seniority agreements now in effect on the respective districts.

Section 10

(A) Effective May 1, 1990, a master roster was established by integrating the former PWV, ACY and WLE engineers on their respective rosters on the basis of their engineer's seniority date on their prior right district. In the event more than one engineer has the same promotion date, their first date in engine service of such engineers shall govern the order those engineers are placed on the roster. If this results in more than one engineer having the same service date, then the birth dates of such engineers shall govern the order those engineers are placed on the roster.

(B) The integrated roster thus established was bottomed on the Nickel Plate former F district roster with seniority established on the effective date of May 1, 1990.

This seniority integration will provide an opportunity to those former ACY, PWV and WLE engineers to exercise seniority to the Nickel Plate districts.

(C) The symbols of WLE (for prior right engineers of the former Wheeling and Lake Erie); and ACY (for prior right engineers of the former Akron, Canton and Youngstown) and PWV (for prior right engineers of the former Pittsburgh and West Virginia) will be shown by the name of the engineer on the integrated master roster. These designations shall indicate prior rights to assignments operated predominantly within the former WLE, ACY or PWV.

(D) A prior rights engineer on his prior rights district will be senior to any engineer from any other seniority district. Prior rights engineers must protect engineer assignments on their prior rights district.

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- (1) Former WLE, ACY or PWV engineers not covered under the January 10, 1962 merger Protective Agreement will be required to utilize their newly acquired seniority to protect assignments throughout their expanded districts.
- (2) Notwithstanding any existing agreement or practice to the contrary, former PWV and ACY engineers covered under the January 10, 1962 Merger Protective Agreement will be required to utilize their newly acquired seniority to protect assignments operating out of Cleveland, Ohio, and outlying assignments for which Cleveland is the regular point of supply. After May 3, 1990, these employees will be required to utilize their newly acquired seniority to protect assignments operating out of Bellevue or Cleveland, Ohio, and outlying assignments for which Bellevue or Cleveland are the regular points of supply.
- (3) Notwithstanding any existing agreement or practice to the contrary, former WLE engineers covered under the January 10, 1962 Merger Protective Agreement will be required to protect assignments throughout the WLE district and assignments operating out of Bellevue or Cleveland, Ohio, and outlying assignments for which Bellevue or Cleveland are the regular points of supply.

Section 11 - WABASH/NKP SENIORITY DISTRICTS

<u>Seniority District</u>	<u>Territories</u>
Detroit District	Detroit to Montpelier Detroit to Toledo Detroit Terminal
Gary District	Montpelier to Chicago (trackage rights) Argos to Dillion to Pine to Wakarusa to South Bend Chicago to Lakeville
Huntington-Maumee-Delta	Montpelier to Maumee Maumee to Ft. Wayne Montpelier to Peru Peru to Tilton
Chicago Terminal (WAB)	Chicago

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Chicago District (NKP)	Ft. Wayne to Chicago including Chicago Terminal.
Forrest District	Decatur to Chicago
Springfield District	Hannibal to Decatur
Brooklyn-Lafayette District	Decatur to St. Louis (Brooklyn) Decatur to Tilton Decatur Terminal Former IT trackage and trackage rights as specified in Appendix 10, Article II(D)
Moberly District	Moberly to Hannibal Moberly to St. Louis Moberly to Des Moines Moberly to Kansas City Kansas City Terminal St. Louis Consolidated Terminal
Peru- Ft. Wayne- Montpelier Districts Consolidated Roster	Gary District HMD District Chicago District

Section 12 - INCLUSION OF ST. LOUIS TERMINAL WITHIN MOBERLY DIVISION SENIORITY DISTRICT

(A) The St. Louis Terminal seniority territory will be included within the Moberly Division Seniority District for engineers effective October 1, 1975.

Individuals who first establish a seniority date after October 1, 1975 as fireman-helper on the Moberly Division seniority district territory or the St. Louis Terminal seniority territories, as existing prior to October 1, 1975, will, if and when they establish a seniority date as engineer, hold seniority as engineer on the combined Moberly Division - St. Louis Terminal territory.

(B) - ST. LOUIS WABASH YARD SENIORITY INTEGRATION

(1) Individuals who have established a seniority date as engineer on the Moberly Division Seniority District prior to October 1, 1975 will retain prior rights to assignments to which they would have been entitled prior to October 1, 1975.

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Individuals who established a seniority date as fireman-helper on the Moberly Division prior to October 1, 1975 but who have not established a seniority date as engineer prior to October 1, 1975 will, if and when they establish a seniority date as engineer, have prior rights to assignments as engineer to which they would have then been entitled to prior to October 1, 1975.

(2) Individuals who have established a seniority date as engineer on either the "E" or the "W" St. Louis Terminal seniority roster for engineers will retain prior rights to assignments on the St. Louis Terminal as provided for in the St. Louis Terminal Consolidation Agreement of May 3, 1972. Individuals who have established a seniority date as fireman-helper on either the "E" or the "WF" seniority roster on the St. Louis Terminal prior October 1, 1975, who have not established a seniority date as engineer prior to October 1, 1975, will, if and when they establish a seniority date as engineer, have prior rights to assignments as engineer to which they would have been entitled to prior to October 1, 1975.

(3) Individuals who first establish seniority in engine service in the combined territory referred to in Section 1 of this agreement will, if and when they establish seniority as engineer, hold seniority as engineer in that combined territory and will not have prior rights but will have rights and obligations over the entire combined territory.

(C) - OBLIGATIONS TO ACCEPT ASSIGNMENT

(1) Individuals who last established a seniority date in engine service on the Moberly Division Seniority District prior to October 1, 1975 will not be required to take assignment as engineer in yard service on the St. Louis Terminal but may do so at their option, provided applicable agreements permit them to do so.

(2) Except as provided in Section 4, below, individuals who last established a seniority date in engine service on the "E" or the "W" seniority districts of the St. Louis Terminal prior to October 1, 1975 will not be required to take assignment as engineer in any service or on an engineers' extra list which would have been filled from the Moberly Division seniority roster prior to October 1, 1975 if the reporting for duty point (home terminal in the case of a road service assignment) of that assignment, or the extra board point, is more than 30 miles from the present location of the

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Carrie Avenue Yard Office, St. Louis Terminal, but may do so at their option, provided applicable agreements permit them to do so.

(3) Failure of an employee who last established seniority in engine service on the Moberly Division Seniority District or on the "E" or "W" seniority district of the St. Louis Terminal prior to October 1, 1975 to accept an assignment from which excused by Paragraph (a) or (b) of this section will not affect the amount of any protective allowance to which he may be entitled under any protective agreement, conditions, or arrangement in effect on October 1, 1975.

(D) Effective October 1, 1975 the seniority roster for engineers, Moberly Division, was redesignated as the seniority roster for engineers, Moberly Division - St. Louis Terminal, and revised in the following respects:

1. The caption "Prior Rights Moberly Division Employees" will be inserted above the first name on the roster.

2. The names of all individuals who hold seniority in engine service on the Moberly Division seniority roster on September 30, 1975 but who have not as of that date established a seniority date as engineer will be inserted on the bottom of that roster with and in the order of their fireman-helper's seniority date as it appears on the roster on which it appears (or would appear at the next issue of that roster), but without a seniority date as engineer. If and when such individuals establish seniority as engineer, their seniority date as engineer shall be entered opposite their name on the roster.

3. The last name on the roster as revised pursuant to the foregoing will be followed by the caption "Prior Rights St. Louis Terminal Employees", which caption will be followed by the names of all individuals who have a seniority date in engine service on either the "E" or the "WF" seniority roster for the St. Louis Terminal on September 30, 1975 listed in the order of the individual fireman-helper's seniority date as shown on the fireman-helper's seniority roster on which their name appears and with that date as their "Entered Service" date. Such individuals who have, as of September 30, 1975 established a seniority date as engineer on the St. Louis Terminal will be shown on this Moberly Division - St. Louis Terminal roster with a seniority date as engineer on October 1, 1975. Individuals who hold seniority in engine service on the "E" or the "WF" roster for the St. Louis Terminal prior to October 1, 1975 who have not established a seniority date as

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engineer on the "E" or "W" roster, who subsequent to October 1, 1975 establish a seniority date as engineer, will establish a seniority date on the "E" or "W" seniority roster for engineers for the St. Louis Terminal, the same as if this agreement had not been made, and a seniority date on the seniority roster for engineers, Moberly Division - St. Louis Terminal which is in the order of their "Entered Service" date as shown on the seniority roster for engineers, Moberly Division - St. Louis Terminal. It is the intent that individuals from the St. Louis Terminal rosters involved who acquire seniority as engineer on the Moberly Division - St. Louis Terminal roster as a result of this section stand on that roster in the order of their seniority date as fireman-helper on the St. Louis Terminal as of the date they establish seniority as engineer. The last name on this section of the roster will be followed by the caption "Employees Without Prior Rights".

(E) The St. Louis Terminal "E" and "W" seniority rosters for engineers will be maintained until there are no longer any individuals in service who held seniority in engine service on the "E" or "W" seniority territory of the St. Louis Terminal on September 30, 1975 unless otherwise agreed upon by the representatives of the parties hereto. No individual employed in engine service subsequent to September 30, 1975 this agreement will be placed on the "E" or "W" seniority roster for engineers on the St. Louis Terminal.

(F) NW-IT Coordination

(1) In order to establish the consolidated St. Louis Terminal Seniority Roster among NW engineers composed of the former Wabash, Nickel Plate, and Illinois Terminal engineers; and, the consolidated Decatur, Brooklyn-Lafayette District Seniority Roster between NW engineers composed of the former Wabash and Illinois Terminal engineers, the following procedure will be followed:

(a) Upon ten (10) days written notice by the Carrier to the Illinois Terminal employees with copy to Local and General Chairmen, and with copies posted on Carrier bulletin boards, Illinois Terminal employees having an engineer's seniority date will be given an option to place their names on the consolidated St. Louis Terminal engineers' seniority roster or the Decatur, Brooklyn-Lafayette District roster. Engineers electing to place their names on the consolidated St. Louis Terminal engineers' roster will likewise have seniority as firemen only on St. Louis Terminal. Engineers electing to place their names on the Decatur, Brooklyn-Lafayette District roster for engineers will likewise

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have seniority as firemen only on the Decatur, Brooklyn-Lafayette District. Engineers failing to make an election will be considered as having elected seniority only on the newly consolidated St. Louis Terminal seniority roster in accordance with the provisions of F(2) of this Section 12. Likewise, their seniority as firemen will thereafter be confined to the St. Louis Terminal.

(2) - St. Louis Terminal - Wabash - Nickel Plate - Illinois Terminal

(a) The St. Louis Terminal seniority roster for engineers will be constructed by dovetailing the names of the former Illinois Terminal engineers who have elected to be placed on the consolidated St. Louis Terminal seniority rosters with the names of the former Wabash and Nickel Plate Engineers who presently hold seniority on St. Louis Terminal.

The date of entry into the craft of fireman and engine service will be the governing date.

(b) Employees will retain their relative standing one to the other. However, where two employees from different seniority rosters have the same entry date, their birth dates will be used to break the tie with the older employee's name being placed on the roster first.

(3) NW-Southern Coordination

(a) A seniority roster will be established for purpose of filling regular and extra yard engineer vacancies within the consolidated St. Louis Terminal by integrating the respective seniority rosters of yard engineers of the Southern Yard Engineers St. Louis District into the Norfolk and Western St. Louis Terminal seniority roster for engineers, on the percentage basis of NW 79.77% and SOU 20.23%.

NOTE 1: Percentages for yard engineers were calculated by using engine hours for the 12-month period June, 1980, through May, 1981.

NOTE 2: Southern St. Louis District yard engineers who are regularly assigned or on the extra board at St. Louis on May 14, 1982 will be afforded prior rights at St. Louis and slotted accordingly; after which the remaining engineers on this roster will be slotted in accordance with their relative standing.

NOTE 3: The roster established under the above formula takes into consideration disabled and promoted

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engineers by slotting such engineers in seniority order within the same slot as respective active engineers so that each equity slot contains one active engineer.

(b) Engineers promoted subsequent to May 6, 1982 in the consolidated St. Louis Terminal will be placed on the bottom of the St. Louis Terminal Engineers Roster and will acquire seniority rights on St. Louis Terminal and Moberly District. Engineers promoted subsequent to May 6, 1982 on the Southern St. Louis District will not acquire seniority rights in the consolidated St. Louis Terminal.

(G) - Decatur - NW-IT Coordination

(a) The Decatur, Brooklyn-Lafayette District seniority roster for engineers will be constructed by dovetailing the names of the former Illinois Terminal engineers who have elected to be placed on the Decatur, Brooklyn-Lafayette Districts roster with the names of the former Wabash engineers who presently hold seniority on that roster. The date of entry into the craft of fireman and engine service will be the governing date.

(b) Employees will retain their relative standing one to the other. However, where two employees from different seniority rosters have the same entry date, their birth dates will be used to break the tie with the older employee's name being placed on the roster first.

(H) - Peru-Ft. Wayne-Montpelier Districts Consolidated District

(1) Former Wabash, Gary District, Huntington-Maumee-Delta District, and former NKP-Chicago District Seniority Districts will be discontinued as separate seniority districts for engineers on July 1, 1974 and, service accruing to the respective employees on the former engineers' seniority rosters will be protected by the employees in the manner hereinafter provided in this Section H.

(2) Engineers who established seniority in engine service prior to 12:01 a.m. July 1, 1974, will be placed on the engineers' consolidated roster in accordance with their earliest seniority date in engine service on any of the engineers' seniority rosters of the pre-existing seniority districts comprising the consolidated engineers' seniority district in question. Pre-fixed symbols will denote their prior right engineer seniority districts and seniority rights.

In the event two or more employees have the same seniority

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date, they will be ranked in accordance with their relative standing on their pre-existing seniority roster if they were on the same pre-existing roster, or, if they were not on the same pre-existing roster, they will be ranked in accordance with their date of birth with older employees standing ahead of younger employees. Engine service employees who have not qualified for service as engineer will have an asterisk shown before their name. When such engine service employee receives a certificate of qualification for promotion as engineer, the asterisk will be removed.

(3) Employees establishing seniority in engine service on or after 12:01 a.m. July 1, 1974, will be placed at the foot of the consolidated engineers' seniority roster in the order in which they establish a seniority date as engineer under present existing agreements keeping their standing as hired as fireman helpers.

(4) A seniority roster for engineers on the consolidated engineers' seniority district will be issued on or before July 12, 1974. Thereafter, a corrected engineers' consolidated seniority district roster will be issued in accordance with Article 32.

(5) Except as otherwise provided, employees with seniority in engine service prior to July 1, 1974, (herein referred to as "Prior Right engineers") will retain prior rights to all classes of service as engineer operating exclusively on the seniority territory governed by the engineers' seniority roster on which they appeared or would have established an engineers' seniority date prior to July 1, 1974.

ARTICLE 45

PHYSICAL RE-EXAMINATION

Employees of the company represented by the Brotherhood of Locomotive Engineers who are subject to physical, eyesight and hearing examinations in connection with their employment, when disqualified or placed under service restrictions because of physical impairment, will, upon request, be given a physical re-examination in accordance with the following:

Section 1

Employees disqualified for service on account of their physical condition will, in the event they feel such disqualification is not justified, handle the matter with the operating officers direct or through their representatives in the usual way, and, if the matter is not disposed of in a mutually satisfactory manner, the employee will, providing written request is made by the employee within fifteen days from the date notified of his disqualification, be given a physical reexamination under the following conditions:

(a) The employee involved will promptly select a physician to represent him and the management will promptly select a physician to represent the Carrier. The two physicians thus selected will promptly reexamine the employee and render a report of their findings within a reasonable period. If the two physicians thus selected shall agree, the conclusion reached by them will be final.

The physician selected to represent the Carrier and the physician selected to represent the employee must be graduates of a reputable medical school, and with at least five years medical practice and of good standing in the communities where they are located.

(b) If the two physicians selected in accordance with paragraph (a) should disagree as to the physical condition of the employee involved, they will select a third physician, to be agreed upon by them, who shall be of recognized standing in the medical profession. The board of medical examiners thus selected will examine the employee involved and will, within a reasonable period, render a report setting forth his physical condition and their conclusions as to his fitness for service, and the decision of a majority of the board shall be final and binding upon both parties to the dispute.

After completion of the reexamination, the board shall render a report of their findings, sending two copies to the officer designated by the railroad, and two copies to the

employee or his representative.

(c) The Carrier and the employee involved will each defray the expenses of their respective appointees. The fee of the third member of the board will be borne equally by the employee involved and the railroad company.

(d) If the decision of the board of examining physicians selected in accordance with the provisions of paragraph (b) of this section does not confirm the justification for previous disqualification, or service restriction, the employee involved will be permitted to return to the service from which removed and compensated for loss of earnings, if any, as a result of such disqualification or service restriction.

Section 2

Employees, disqualified for service on account of their physical condition, who do not elect to request a physical reexamination under the provisions of Section 1 hereof, or employees disqualified under the provisions of paragraphs (a) and (b) of Section 1 hereof, will, in the event it later definitely appears that their physical condition has improved, be granted a physical reexamination by a physician designated by the Carrier.

Note: It is understood and agreed by the parties hereto that employees, who have been disqualified for service on account of their physical condition and who are granted a physical reexamination under the provisions of Section 2 hereof, will not be entitled to compensation for time lost as a result of the original disqualification or as a result of any subsequent disqualification.

Section 3 - Physical Examinations - (applicable to NKP only)

(a) When physical or visual reexaminations are required by the company, the expense shall be paid by the company.

(b) When the supplementary examinations other than by local company physician are required by the company and are later found to have been unnecessary, the cost of such supplementary examinations will be borne by the railroad company, and men will be compensated for time lost, if any and provided with lodging, if required. When facilities are available, such examinations will be made at the point where the employee is stationed.

ARTICLE 46

RATES OF PAY

A. Wages

Section 1 - Rate Sheets

Section 2 - Differential

The existing differential of \$6 per basic day, currently payable to engineers working without firemen, shall be incorporated into the basic daily rates of pay of engineers working without firemen and will be subject to wage increases subsequent to the 1996 BLE National Agreement. The differential of .06 cents per mile for miles in excess of the number of miles encompassed in the basic day, payable to engineers working without firemen, is incorporated into the overmile rate for engineers working without firemen and will be subject to wage increases subsequent to the 1996 BLE National Agreement. The standard reduced crew allowance payable to engineers working with a reduced train crew and without a fireman under Side Letter 20 of the 1986 BLE National Agreement is only payable to engineers receiving the special allowance under Article V of the 1991 National Implementing Agreement.

B. THOROUGHbred PERFORMANCE BONUS

Section 1

The Parties signatory hereto pledge their unceasing efforts to transform Norfolk Southern into the safest, most customer-focused, and successful transportation company in the world. The Parties further agree that the compensation system of a world-class transportation company must reflect both the risks and rewards of competing in today's market.

Section 2

(a) Effective January 1, 1996 and payable in 1997 locomotive engineers will be eligible for a bonus up to a maximum of five percent (5%) of their engineer earnings in the preceding calendar year.

(b) Effective January 1, 1997 and payable in 1998 locomotive engineers will be eligible for a bonus up to a maximum of five percent (5%) of their engineer earnings in the preceding calendar year.

(c) Effective January 1, 1998 and payable in 1999, and

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each year, thereafter, locomotive engineers will be eligible for a bonus up to a maximum of ten percent (10%) of their engineer earnings in the preceding calendar year.

Section 3

(a) In any year that an annual bonus is paid under Norfolk Southern Corporation's Bonus Program, the amount payable to an engineer will be calculated by multiplying the employee's engineer earnings for the preceding calendar year by the appropriate percentage in Section 2 of this Article and then by the percentage of the maximum annual bonus (to the second decimal place) paid under the Bonus Program in that year. The "percentage of the maximum annual bonus paid under the Bonus Program" for any given year is hereinafter referred to as the "PBP."

Example: If the PBP is 100% of the maximum bonus in calendar year 1997 and the engineer's earnings in his craft in the preceding calendar year (1996) are \$50,000, the following calculation applies:

$$.05 \times \$50,000 \times 1 = \$2,500 \text{ (paid in 1997)}$$

Example: If the PBP is 95.78% of the maximum bonus in calendar year 1999 and the engineer's earnings in his craft in the preceding calendar year (1998) are \$50,000, the following calculation applies.

$$.1 \times \$50,000 \times .9578 = \$4,789 \text{ (paid in 1999)}$$

(b) For the purposes of this section, engineer earnings consist of all payments made under an agreement between the undersigned carriers and the Brotherhood of Locomotive Engineers during the applicable calendar year. The following payments shall be excluded from engineer earnings:

- (i) Thoroughbred Performance Bonus payments,
- (ii) expense reimbursements and allowances, including but not limited to those required by any protective conditions.
- (iii) any payment made by the carriers in the exercise of their managerial rights; however, this will not restrict the carriers from including such payments in engineer earnings at its sole discretion,
- (iv) any payment made pursuant to a verdict, award

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or other settlement of a legal dispute.

Section 4

The General Committee will be advised of the PBP for each calendar year. The determination of the PBP, including but not limited to the methodology employed and the determination of any figures utilized in the calculation of the PBP, shall remain at management's sole discretion, and shall not be a subject for review, negotiation or dispute. Payment will be made as soon as reasonably possible after the bonus is paid under the Bonus Program.

Section 5

Payments made under this article will not be used in the calculation of vacation pay.

Note: Side Letters 1, 2, 4 of the 1996 BLE National Agreement are incorporated in this Article by this Reference.

Article C - RATE PROGRESSION

Section 1

(a) In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in engine or train service is established on or after November 1, 1985, will be 75% of the rate for present employees and will increase in increments of 5 percentage points for each year of active service in engine and/or train service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty.

(b) An employee who is subject to national rules concerning rate progression shall have his position on the rate progression scale adjusted to the next higher level upon promotion to engineer.

(c) The next adjustment to an employee's position on the rate progression scale after the adjustment specified in subsection (b) of this Section shall be made when such employee completes one year of "active service" (as defined in subsection (a)) measured from the date on which that employee would have attained the position of employee on the rate progression scale provided pursuant to subsection (b) of this

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Section.

Section 2

Local rate progression rules applicable on a carrier that is not covered by subsection (a) are hereby amended in the same manner as provided in Section 1.

Section 3

This Section C is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

ARTICLE 47

TERMS OF AGREEMENT

The purpose of this Agreement is to combine into one document the former separate agreements governing engineers and to add thereto applicable local and national agreements which revise or supplement the former separate agreements.

This consolidated agreement, with Appendices Nos. 1 and 2 inclusive, attached hereto and made a part hereof, represents the existing agreement and understanding between the parties signatory hereto as to rates of pay, rules and working conditions for all engineers represented by the Brotherhood of Locomotive Engineers. Provisions of National Agreements applicable to the undersigned parties which have not been incorporated herein are, by this reference, included. The parties recognized that National Agreement rules supersede any provisions/rules contained in this agreement that are in conflict.

It is understood and agreed that so-called "Agreed-Upon Questions and Answers" and Letters of Understanding which represent the mutual interpretations placed upon nationally negotiated agreements shall remain in full force and effect until mutually changed by the parties.

If any Agreement or Agreements have been omitted from this schedule by oversight, it is agreed between the parties that failure to include same will in no way waive, modify or abrogate them.

Rules governing passengers service (e.g. Rule 50 - Wabash) have been purposely omitted from this printing because the Carrier does not currently operate passenger service. However, in the event passenger service resume, the applicable rules in effect as of that date will be in effect and will be reprinted in their entirety.

This Agreement reached between the management of the Norfolk and Western Railway Company and the General Committee, representing engineers shall remain in effect until revised in accordance with the procedure required by the Railway Labor Act, as amended.

Signed at Norfolk, Virginia this _____ day of _____, 1999.

FOR THE EMPLOYEES:

FOR THE CARRIER:

S. D. Speagle, General Chairman
Brotherhood of Locomotive Engineers

D. N. Ray
Assistant Vice President
Norfolk Southern Railway Company

APPENDIX 1

COORDINATIONS/CONSOLIDATIONS

A. FT. WAYNE COORDINATION

Yard operations, forces, services and facilities at Ft. Wayne, Indiana will be unified, merged and coordinated in accordance with and subject to the provisions of this Appendix which follow:

Section 1 - ALLOCATION

(a) All yard assignments will be allocated on the basis of total yard engine hours worked in Ft. Wayne yards of the former roads during a period agreed upon by the representatives of the engineers as being representative and producing a ratio of -

- 75% former NKP engineers
- 25% former Wabash engineers

(b) The allocation of assignments on the above percentage basis will be accomplished by giving preference to the assignment of engineers in the number order specified on the following Ft. Wayne Yards Order Selection List:

Fort Wayne Yards Order Selection List
Priority Order No. & RR Roster

1 - NKP	9 - NKP	17 - NKP	25 - NKP
2 - NKP	10 - NKP	18 - NKP	26 - NKP
3 - WAB	11 - WAB	19 - WAB	27 - WAB
4 - NKP	12 - NKP	20 - NKP	28 - NKP
5 - NKP	13 - NKP	21 - NKP	29 - NKP
6 - NKP	14 - NKP	22 - NKP	30 - NKP
7 - WAB	15 - WAB	23 - WAB	31 - WAB
8 - NKP	16 - NKP	24 - NKP	32 - NKP

(c) Senior engineer applicants will be awarded Order of Selection Numbers in the order of their standing on their respective Seniority District Roster and corresponding with the percentage allocations set out in this Section, and reduced to numerical order by table above. This number will denote the engineer's standing in Ft. Wayne Yards for the selection of regular yard assignments until dislodged by a senior engineer from his seniority district. Engineers acquiring yard assignments in Ft. Wayne Yards as a result of the filling of recovery engine assignments will not receive Priority Order of Selection Numbers.

Appendix 1

Section 2 - NEW ASSIGNMENTS AND/OR PERMANENT VACANCIES

(a) Permanent vacancies and/or new engine assignments added in the Ft. Wayne Yards will, for the first assignment period, be advertised to engineers on the former district roster standing for the permanent vacancy or the Order Number to be added to the Ft. Wayne Yards Order Selection List and the assignment will be made to the former roster engineer bidding for same for the first assignment period.

(b) During the advertising period, the new assignment and/or permanent vacancy will be filled in the manner prescribed by Article 25.

Section 3 - DISPLACEMENTS - 30 DAYS

(Ft. Wayne Yards Only)

(a) Engineers assigned to "Recovery Engines" are not subject to displacement under this Appendix.

(b) It is understood that the rearrangements of seniority selections in Ft. Wayne Yards resulting from the application of this Appendix apply only to displacements in Ft. Wayne Yards as between priority Selection Order Numbers and do not broaden the displacement rights or privileges of former roster engineers of former Wabash 1st, 2nd, 5th Districts seniority district or former Nickel Plate's Ft. Wayne Division seniority district for displacement on assignments other than yard assignments at Ft. Wayne.

Section 4 - ATTRITION

(a) When assignments allocated to former Wabash engineers under this appendix are not filled by men who hold seniority in engine service on former Wabash's 1st, 2nd and 5th Districts on October 15, 1964, pursuant to schedule agreements applicable to them, such assignments will fall to engineers on former Nickel Plate's Ft. Wayne Division seniority district and former Wabash engineers will have no claim to recover engine shifts worked on such assignments.

(b) Men who did not hold seniority in engine service on former Wabash 1st, 2nd and 5th Districts seniority district on October 15, 1964, will have no rights to service as engineer, either regular or extra, on yard assignments in Ft. Wayne Yard. The provisions of this paragraph are subject to modification by agreements which may subsequently be made between the parties hereto providing for revised seniority districts.

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B. TOLEDO COORDINATION

Operations and services in the Toledo Terminal area will be unified, merged and consolidated subject to the conditions which follow:

Section 1 - ALLOCATION

(a) All yard assignments will be allocated on the basis of total yard engine hours worked in the Toledo Terminals of the former roads during a period agreed upon by the representatives of the engineers as being representative and producing a ratio of -

14.5% (CL) - former NKP-Cloverleaf District Toledo yard engineers' seniority roster

18.9%(WAB) - former Wabash 1st, 2nd and 5th Districts engineers' seniority roster

66.6%(WLE) - former NKP-W&LE District Toledo Division engineers' seniority roster

(b) The allocation of assignments on the above percentage basis will be accomplished by giving preference to the assignment of engineers in the number order specified on the following Toledo Terminal Order Selection List:

Toledo Terminal Order Selection List
Priority Order No. & RR Roster

1. WLE	9. WLE	17. WLE	25. WLE	33. WLE	41. WLE
2. WAB	10. CL	18. WLE	26. WAB	34. CL	42. WLE
3. WLE	11. WLE	19. WLE	27. WLE	35. WLE	43. WLE
4. CL	12. WLE	20. WAB	28. CL	36. WLE	44. WAB
5. WLE	13. WLE	21. WLE	29. WLE	37. WLE	45. WLE
6. WLE	14. WAB	22. CL	30. WLE	38. WAB	46. CL
7. WLE	15. WLE	23. WLE	31. WLE	39. WLE	47. WLE
8. WAB	16. CL	24. WLE	32. WAB	40. CL	48. WLE

(c) Senior engineer applicants will be awarded Order of Selection Numbers in the order of their standing on their respective Seniority District Roster and corresponding with the percentage allocations set out in this Section, and reduced to numerical order by table above. This number will denote the engineer's standing in Toledo Terminal for the selection of regular yard assignments until dislodged by a senior engineer from his seniority district. Engineers acquiring yard assignments in Toledo Terminal as a result of

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the filling of recovery engine assignments will not receive Priority Order of Selection Numbers.

Section 2 - NEW ASSIGNMENTS AND/OR PERMANENT VACANCIES

(a) Permanent vacancies and/or new engine assignments added in the Toledo Terminal will, for the first assignment period, be advertised to engineers on the former district roster standing for the permanent vacancy or the Order Number to be added to the Toledo Terminal Order Selection List and the assignment will be made to the former roster engineer bidding for same for the first assignment period.

(b) During the advertising period, the new assignment and/or permanent vacancy will be filled in the manner prescribed by Article 25, except as hereinafter provided.

(c) An extra yard engine (same shift and location for going on and off duty), after working five (5) consecutive days will be considered a new assignment and advertised accordingly.

Section 3 - EXTRA YARD SERVICE - TEMPORARY VACANCIES

(a) Temporary vacancies on yard assignments allocated to or held by former Wabash engineers will be filled by former NKP-W&LE District engineers in accordance with Article 26 except that vacancies due to former Wabash engineers being absent on vacation with pay or continuous with (before or after) vacation with pay will be filled by former Wabash 1st, 2nd and 5th Districts engineers in accordance with their applicable schedule agreements, unless the application of these articles does not provide a man to fill the vacancy.

(b) Yard engine shifts worked by former NKP-W&LE District engineers in filling vacancies as a result of former NKP-Cloverleaf District engineers or former Wabash engineers not protecting such vacancies when offered to them in accordance with Paragraphs (a) and (b) of this Section 3 will not be listed for recovery.

(c) All other extra yard work confined exclusively to work within the switching limits for yard crews will be filled by former NKP-W&LE District roster engineers pursuant to this Agreement. Record of the extra engine shifts worked will be kept for purposes of recovery by former NKP-Cloverleaf District engineers and former Wabash engineers.

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Section 4 - REDUCTION IN NUMBER OF ASSIGNMENTS

(a) When there is a reduction in the number of yard assignments in the Toledo Terminal, the engineers holding the assignments which are abolished will be governed by Article 25; in addition, they are privileged to displace any engineer with a Selection Number larger, numerically, than theirs who is holding a yard assignment in the Toledo Terminal.

(b) Subsequent displacements in the Toledo Terminal resulting from the abolishment of such assignments will be handled in the same manner as above, which procedure, in due course, will result in dropping the proper seniority district Selection Number from the bottom of the Toledo Terminal Order of Selection List.

Section 5 - MISCELLANEOUS

(a) Extra engineers on the former NKP-W&LE District at Toledo will be paid one (1) hour at straight time rate when required to go to Sumner Street or Maumee yard to fill a vacancy of a man laying off.

(b) Extra engineers from former NKP-W&LE District extra list will be paid one (1) hour at the straight time rate when required to go to Sumner Street or Maumee to fill a vacancy that is bulletined. The payment provided for in this Paragraph (b) will be made only to the former NKP-W&LE District extra engineers who fill the vacancy during the bulletin period and not to exceed one additional day thereafter.

(c) In the application of Paragraphs (a) and (b) of this Section to extra engineers who fill vacancies which are bulletined the allowance of one (1) hour provided will be paid only to the extra engineers required to go to Sumner Street to fill such vacancy the first time the particular vacancy is bulletined.

(d) Former Wabash 1st, 2nd and 5th Districts seniority district engineers will be paid one (1) hour at straight time rate when required to go to Front Street or Homestead to fill a vacancy of a former Wabash engineer laying off.

(e) Engineers listed below, in accordance with the May 12, 1966 Toledo Consolidation Agreement, who go on and off duty at locations other than Sumner Street, will be paid an allowance of \$3.00 only and in addition, automobile mileage payments from Sumner Street to their on and off duty point and return at the rate of 14 cents per mile for miles driven for this purpose each month.

Appendix 1

1. J. F. Martis
2. C. E. Webster
3. L. E. Brinskelle

Section 6 - ATTRITION

(a) When assignments allocated to former NKP-Cloverleaf District engineers under this appendix are not filled by men who held seniority in engine service with rights to yard service in former NKP's-Cloverleaf District yard ("MC" Junction) on the date this agreement is signed, pursuant to schedule agreements applicable to them, such allocated assignments will fall to engineers on former NKP-W&LE District seniority district and neither former Wabash engineers nor former NKP-Cloverleaf District engineers will have any claim to recover engine shifts worked on such assignments.

(b) When assignments allocated to former Wabash engineers under this Appendix are not filled by men who held seniority in engine service on former Wabash's 1st, 2nd and 5th Districts on May 12, 1966, such allocated assignments will fall to engineers on former Nickel Plate's W&LE District seniority district and neither former Wabash engineers nor former NKP-Cloverleaf District engineers will have any claims to recover engine shifts worked on such assignments.

(c) As former NKP-Cloverleaf District Toledo yard seniority district engineers' and former Wabash 1st, 2nd and 5th Districts seniority district engineers', respectively, Order of Selection Numbers are vacated by attrition the highest (numerically) Order of Selection Number for the seniority district (former Cloverleaf or former Wabash, as the case may be) attriting will fall to the former NKP-W&LE District seniority district engineers.

(d) Men hired in engine service on former Wabash 1st, 2nd and 5th Districts seniority district after May 12, 1966 will have no rights to service as engineer, either regular or extra, on yard assignments in the Toledo Terminal.

Appendix 1

C. LAFAYETTE COORDINATION

Yard operations, forces, services and facilities at Lafayette, Indiana will be unified, merged and coordinated in accordance with and subject to the provisions of this Agreement which follow:

Section 1 - ALLOCATION

(a) All yard assignments will be allocated on the basis of total yard engine hours worked in Lafayette yards of the former roads during a period agreed upon by the representatives of the engineers as being representative and producing a ratio of -

- 69.91% former Wabash engineers
- 30.09% former NKP engineers

(b) The allocation of assignments on the above percentage basis will be accomplished by giving preference to the assignment of engineers in the number order specified on the following Lafayette Yards Order Selection List:

Lafayette Yards Order Selection List
Priority Order No. & RR Roster

1 - WAB	6 - NKP	11 - WAB	16 - NKP
2 - WAB	7 - WAB	12 - WAB	17 - WAB
3 - NKP	8 - WAB	13 - NKP	18 - WAB
4 - WAB	9 - NKP	14 - WAB	19 - NKP
5 - WAB	10 - WAB	15 - WAB	20 - WAB

(c) Senior engineer applicants will be awarded Order of Selection Numbers in the order of their standing on their respective Seniority District Roster and corresponding with the percentage allocations set out in this Section, and reduced to numerical order by table above. This number will denote the engineer's standing in Lafayette Yards for the selection of regular yard assignments until dislodged by a senior engineer from his seniority district. Engineers acquiring yard assignments in Lafayette Yards as a result of the filling of recovery engine assignments as provided for in Section 5 will not receive Priority Order of Selection Numbers.

Section 2 - NEW ASSIGNMENTS AND/OR PERMANENT VACANCIES

(a) Permanent vacancies and/or new engine assignments

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added in the Lafayette Yards will, for the first assignment period, be advertised to engineers on the former district roster standing for the permanent vacancy or the Order Number to be added to the Lafayette Yards Order Selection List and the assignment will be made to the former roster engineer bidding for same for the first assignment period.

(b) During the advertising period, the new assignment and/or permanent vacancy will be filled in the manner prescribed by Article 25.

(c) An extra yard engine (same shift and location for going on and off duty), after working five (5) consecutive days will be considered a new assignment and advertised accordingly.

Section 3 - EQUITY RECOVERY ASSIGNMENT

(a) The carrier will keep a record of regularly assigned yard engine shifts worked when the number of regularly assigned engines does not provide an assignment ratio of 7 WAB to 3 NKP. This record will include only the shifts worked by the regularly assigned engines which are in excess of the 7 WAB to 3 NKP ratio. Copies of these records will be furnished the engineers' general and local chairmen concerned. No record will be kept of any engine shifts worked during any period of time former Nickel Plate engineers are not filling their allocated quota of Order of Selection Numbers or are not protecting a recovery assignment during their recovery period as provided for in Paragraph (b) of this Section. If at a later date former Nickel Plate engineers should resume protecting their quota of Order of Selection Numbers and recovery assignments, the keeping of records will be resumed.

(b) For purpose of recovery, former Nickel Plate engineers will be given credit for their percentage of regularly assigned yard engine shifts worked by those regularly assigned engines which exceed an even 7 WAB to 3 NKP ratio. If on January 1 or July 1 of each year former Nickel Plate engineers are entitled to recover 30 shifts or more, a regular assignment will be made available to them by pre-bulletining same on or before January 15 or July 15 which they will hold until the recovery shifts which have accrued to them during the preceding six (6) months' period have been worked off. Recovery shifts not protected when available to former Nickel Plate engineers will be forfeited. In event less than 30 shifts are available for recovery at the beginning of the recovery check period (January 1 or July 1)

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it will be carried over to the beginning of the next recovery check period.

(c) In applying Paragraph (a) hereof, recovery shifts worked are to be excluded from the record of shifts worked by that seniority district during the period adjustment is being made.

(d) A third shift assignment will be designated "recovery" engine by the company and will be used for making such recoveries as are necessary. If no third shift engine is held by a former Wabash engineer, then the assignment held by the former Wabash engineer with the highest (numerically) Order of Selection Number in Lafayette Yards will be given to the former Nickel Plate engineers as their recovery assignment until they have worked off their accumulated shifts. In event a Nickel Plate recovery engine is laid in for one or more days, the former Nickel Plate "recovery" engineer will be allowed eight (8) hours at the yard rate for each date laid in. Days thus paid for will be treated as recovered shifts.

(e) In event the record of yard engine shifts worked should show former Wabash engineers entitled to recover 30 shifts or more at the beginning of a recovery check period (January 1 or July 1), Wabash engineers will be given a third shift engine occupied by a former Nickel Plate engineer on which to work off the percentage which has accrued to them. If no third shift engine is held by a former Nickel Plate engineer, then the assignment held by the former Nickel Plate engineer with the highest (numerically) Order of Selection Number in Lafayette Yards will be given to the former Wabash engineers as their recovery assignment until they have worked off their accumulated shifts. In event a Wabash recovery engine is laid in for one or more days, the former Wabash "recovery" engineer will be allowed eight (8) hours at the yard rate for each date laid in. Days thus paid for will be treated as recovered shifts.

Section 4 - REDUCTION IN NUMBER OF ASSIGNMENTS

(a) When there is a reduction in the number of yard assignments at Lafayette, the engineers holding the assignments which are abolished will be governed by Article 25; in addition, they are privileged to displace any engineer with a Selection Number larger, numerically, than theirs who is holding a yard assignment at Lafayette.

(b) Subsequent displacements in Lafayette Yards resulting from the abolishment of such assignments will be

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handled in the same manner as above, which procedure, in due course, will result in dropping the proper seniority district Selection Number from the bottom of the Lafayette Yards Order of Selection List.

Section 5 - WORK TRAIN SERVICE

(a) Work train service in Lafayette Yards will be performed solely by yard crews. This does not include the territory of former Nickel Plate between station stakes 13433+12 and 13357+00.

Section 6 - ATTRITION

(a) When assignments allocated to former Nickel Plate engineers under this appendix are not filled by men who held seniority in engine service on former Nickel Plate on December 20, 1969, such assignments will fall to engineers on former Wabash 1st, 2nd and 5th Districts seniority district and former Nickel Plate engineers will have no claim to recover engine shifts worked on such assignments.

(b) Men who did not hold seniority in engine service on former Nickel Plate on December 20, 1969, will have no rights to service as engineer, either regular or extra, on yard assignments in Lafayette Yard. The provisions of this paragraph are subject to modification by agreements which may subsequently be made between the parties hereto providing for revised seniority districts.

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D. CHICAGO COORDINATION

Chicago Terminal area operations, forces and facilities will be merged, unified and consolidated in accordance with and subject to the provisions of this appendix which follow:

Section 1 - ALLOCATION OF ENGINEERS IN TERMINAL

(a) All yard assignments will be allocated on the basis of total yard engine hours worked in the Chicago Terminal area of the former roads during a period agreed upon by the representatives of the engineers as being representatives and producing a ratio of -

50.73% former Wabash Engineers
49.27% former Nickel Plate Engineers

NOTE: For the purposes of this Appendix, former Wabash Chicago Terminal District engineers will be referred to as former Wabash engineers. Former NKP-Ft. Wayne seniority district engineers will be referred to as former NKP engineers.

(b) The allocation of regular assignments (excluding extra board assignments) will be accomplished by giving preference to the assignment of engineers in the number order specified on the following Chicago Terminal Order Selection List:

Chicago Terminal Order Selection List
Priority Order No. & RR Roster

1 - WAB	17 - WAB	33 - WAB	49 - WAB	65 - WAB
2 - NKP	18 - NKP	34 - NKP	50 - NKP	66 - NKP
3 - WAB	19 - WAB	35 - WAB	51 - WAB	67 - WAB
4 - NKP	20 - NKP	36 - NKP	52 - NKP	68 - NKP
5 - WAB	21 - WAB	37 - WAB	53 - WAB	69 - WAB
6 - NKP	22 - NKP	38 - NKP	54 - NKP	70 - NKP
7 - WAB	23 - WAB	39 - WAB	55 - WAB	71 - WAB
8 - NKP	24 - NKP	40 - NKP	56 - NKP	72 - NKP
9 - WAB	25 - WAB	41 - WAB	57 - WAB	73 - WAB
10 - NKP	26 - NKP	42 - NKP	58 - NKP	74 - NKP
11 - WAB	27 - WAB	43 - WAB	59 - WAB	75 - WAB
12 - NKP	28 - NKP	44 - NKP	60 - NKP	76 - NKP
13 - WAB	29 - WAB	45 - WAB	61 - WAB	77 - WAB
14 - NKP	30 - NKP	46 - NKP	62 - NKP	78 - NKP
15 - WAB	31 - WAB	47 - WAB	63 - WAB	79 - WAB
16 - NKP	32 - NKP	48 - NKP	64 - NKP	80 - NKP

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(c) Senior engineer applicants will be awarded Order of Selection Numbers in the order of their standing on their respective Seniority District Roster and corresponding with the percentage allocation set out in this Section, and reduced to numerical order by table above. This number will denote the engineer's standing in Chicago Terminal for the selection of regular yard assignments until dislodged by a senior engineer from his seniority district. Engineers acquiring yard assignments in Chicago Terminal as a result of the filling of recovery engine assignments as provided for in Section 4 will not receive Priority Order of Selection Numbers.

Section 2 - NEW ASSIGNMENTS AND/OR PERMANENT VACANCIES

(a) Permanent vacancies and/or new engine assignments added in the Chicago Terminal will, for the assignment period, be advertised to engineers on the former district roster standing for the permanent vacancy or the Order Number to be added to the Chicago Terminal Order Selection List and the assignment will be made to the former roster engineer bidding for same for the first assignment period.

(b) During the advertising period, the new assignment and/or permanent vacancy will be filled in the manner prescribed by Article 25.

Section 3 - EXTRA YARD SERVICE - TEMPORARY VACANCIES

(a) Article 26 will apply to filling vacancies. When there are no former Wabash engineers who held seniority in engine service on June 10, 1971 assigned to the extra board protecting vacancies on former Wabash engineer assignments, vacancies of former Wabash engineers will be filled by engineers of former NKP.

(b) Vacancies made available to former Wabash engineers and not protected by them will be filled from former NKP engineers' extra list at Chicago Terminal and yard engine shifts so worked by former NKP engineers will not be listed for recovery.

(c) All other extra yard engines worked in Chicago Terminal will be filled from the extra lists of the seniority districts protecting an equity at that location.

(d) Extra lists on each seniority district will be adjusted in accordance with Article 11, except when one or the other extra list is exhausted, the other extra list will fill

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the vacancy and the yard engine shift so worked will not be listed for recovery.

Section 4 - ATTRITION

(a) When assignments allocated to former Wabash engineers under this Appendix are not filled by engineers who held seniority in engine service on the former Wabash on June 10, 1971, pursuant to schedule agreements applicable to them, such assignments will fall to engineers from the former NKP, Fort Wayne District Roster, and former Wabash engineers will have no claim to recover engine shifts worked on such assignments.

(b) Men who did not hold seniority in engine service on the former Wabash in the Chicago Terminal on June 10, 1971, will have no rights to service as engineer, either regular or extra, on yard assignments in Chicago Terminal.

Section 5 - REDUCTION IN NUMBER OF ASSIGNMENTS

(a) When there is a reduction in the number of yard assignments at Chicago Terminal, the engineers holding the assignments which are abolished will be governed by the displacement provisions of Article 25; in addition, they are privileged to displace any engineer with a Selection Number larger, numerically, than theirs who is holding a yard assignment at Chicago Terminal.

(b) Subsequent displacements in Chicago Terminal resulting from the abolishment of such assignments will be handled in the same manner as above, which procedure will result in dropping the proper seniority district Selection Number from the bottom of the Chicago Terminal Order of Selection List.

Section 6 - USE OF ENGINEERS

(a) In effecting the consolidations provided for in this Agreement, the consolidated facilities of the former carriers will be considered a single terminal.

(b) Road and Yard engineers of the former NKP and former Wabash may be required to perform services throughout the consolidated terminal in accordance with this Agreement in the same manner as though such consolidated terminal was a terminal of their former carrier.

(c) Where yard engineers of a former carrier perform service outside of switching limits, engineers of any former

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carrier in the consolidated operation may be required to perform service covered in accordance with this Agreement.

(d) When engines are run through terminals the engineer will be furnished transportation between engine and point for going on or off duty if the distance between engine and such point exceeds 1600 feet. Vehicle used for such transportation will afford adequate seating and luggage capacity, protection from weather, heating and ventilation and will be operated by an individual with driver's license. Engineer will not be required to leave engine or vehicle to wait for engine or vehicle in inclement weather unless a shelter (to be heated in winter) is provided in the immediate vicinity of point at which the engineer boards the engine.

(e) Road and yard engineers may be required to report and be relieved at designated points in the consolidated terminal, so long as such designated points meet the requirements of this Agreement.

(f) Work train service working exclusively in Chicago Terminal switching limits will be filled by yard engineers.

Section 7

Pursuant to Agreement dated March 4, 1980 entitled "Labor Protection Agreement Between Railroads Parties Hereto Involved in Midwest Rail Restructuring and Employees of Such Railroads Represented by the Rail Labor Organizations Operating Through the Railway Labor Executives Association" that the Norfolk and Western Railway Company as an interim operator has been issued ICC Service Order No. 1449, reading part in part as follows:

"Norfolk and Western Railway Company is authorized to operate over tracks of the Chicago, Rock Island and Pacific Railroad Company running southerly from Pullman Junction, Chicago, Illinois along the western shore of Lake Calumet, approximately 4 miles to Kensington and continuing over owned and controlled track or operating rights or both in a more easterly directly approximately 2 miles to the termination at the southern end of Lake Calumet for the purpose of serving industries located adjacent to such tracks."

Such transaction necessitated the need of additional employees to man two (2) yard crews and offer of employment was made on March 27, 1980 and two (2) former CRIP engineers were awarded on April 7, 1980.

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On November 2, 1983 Norfolk and Western Railway Company acquired the above-mentioned line known as the former Pullman Railroad and the following conditions apply:

1. Consistent with the provisions of Article II of the March 4, 1980 Agreement, former Rock Island employees accepting employment with NW will work under this Agreement, subject to the provisions of the March 4, 1980 Agreement. Work associated with the acquired line may be commingled.
2. Employees awarded employment hereunder will be placed at the bottom of the appropriate seniority roster for employees in yard service at Chicago on the former NKP, Chicago Division with a seniority date of April 1, 1980.
3. Employees awarded employment hereunder will have prior rights to regular assignments performing the preponderance of their work on the former Pullman Railroad. Should such employee(s) exercise their acquired NKP seniority and bid off their prior right assignment, they will forfeit their prior rights. Such assignment will then be filled from the NKP roster.
4. This section neither adds to nor diminishes the provisions of the March 4, 1980 agreement between the parties involved in the Midwest Rail Restructuring.

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E. CLEVELAND COORDINATION

Cleveland yard operations, forces, and facilities of former Nickel Plate and former Wheeling and Lake Erie Districts will be unified and coordinated in accordance with and subject to the provisions of this Appendix which follow:

Section 1 - ALLOCATION

(a) All yard assignments will be allocated on the basis of total yard engine hours worked in Cleveland yards of the former roads during a period agreed upon by the representatives of the engineers as being representative and producing a ratio of -

62.89% former NKP engineers
37.11% former WLE engineers

(b) The allocation of assignments on the above percentage basis will be accomplished by giving preference to the assignment of engineers in the number order specified on the following Cleveland Yards Order Selection List:

Cleveland Yards Order Selection List
Priority Order No. & RR Roster

1 - NKP	10 - WLE	19 - NKP	28 - WLE
2 - NKP	11 - NKP	20 - WLE	29 - NKP
3 - WLE	12 - NKP	21 - NKP	30 - NKP
4 - NKP	13 - WLE	22 - NKP	31 - WLE
5 - WLE	14 - NKP	23 - WLE	32 - NKP
6 - NKP	15 - WLE	24 - NKP	33 - NKP
7 - NKP	16 - NKP	25 - WLE	34 - WLE
8 - WLE	17 - NKP	26 - NKP	35 - NKP
9 - NKP	18 - WLE	27 - NKP	

(c) Senior engineer applicants will be awarded Order of Selection Numbers in the order of their standing on their respective Seniority District Roster and corresponding with the percentage allocations set out in this Section, and reduced to numerical order by table above. This number will denote the engineer's standing in Cleveland Yards for the selection of regular yard assignments until dislodged by a senior engineer from his seniority district. Engineers acquiring yard assignments in Cleveland as a result of the filling of recovery engine assignments as provided for in Section 5 will not receive Priority Order of Selection Numbers.

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Section 2 - NEW ASSIGNMENTS AND/OR PERMANENT VACANCIES

(a) Permanent vacancies and/or new engine assignments added in the Cleveland Yards will, for the first assignment period, be advertised to engineers on the former district roster standing for the permanent vacancy or the Order Number to be added to the Cleveland Yards Order Selection List and the assignment will be made to the former roster engineer bidding for same for the first assignment period.

(b) The new assignment and/or permanent vacancy will be advertised in accordance with Article 25, and during the advertising period will be filled in the manner prescribed by Article 25.

Section 3 - EXTRA YARD SERVICE - TEMPORARY VACANCIES

(a) Article 25 relating to filling of vacancies will apply to all yard engineer assignments. When there are no men who held seniority in engine service on August 1, 1971, assigned to the extra board protecting vacancies on former WLE engineer assignments, vacancies of former WLE engineers will be filled by engineers of former NKP.

(b) Vacancies made available to former WLE engineers and not protected by former WLE engineers employed at Cleveland who were hired prior to August 1, 1971, will be filled by Nickel Plate engineers.

(c) Vacancies made available to former NKP engineers and not protected by former NKP engineers employed at Cleveland will be filled by former WLE engineers by former WLE engineers who were hired prior to August 1, 1971.

(d) All other extra yard work confined exclusively to work within the switching limits for yard crews will be filled by former NKP and former WLE extra engineers in the same rotation as set forth in the Order Selection List provided for in Section 1(b).

Section 4 - EQUITY RECOVERY ASSIGNMENT

(a) The Carrier will keep a record of regularly assigned yard engine shifts worked when the number of regularly assigned engines does not provide an assignment ratio of 6 NKP to 4 WLE. This record will include only the shifts worked by the regularly assigned engines which are in excess of the 6 NKP to 4 WLE ratio. Copies of these records will be furnished the engineers' general and local chairmen concerned. No record will be kept of any engine shifts worked

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during any period of time former WLE engineers are not filling their allocated quota of Order of Selection Numbers or are not protecting a recovery assignment during their recovery period as provided for in Paragraph (b) of this Section. If at a later date former WLE engineers should resume protecting their quota of Order of Selection Numbers and recovery assignments, the keeping of records will be resumed.

(b) For purpose of recovery, former WLE engineers will be given credit for their percentage of regularly assigned yard engine shifts worked by those regularly assigned engines which exceed an even 6 NKP to 4 WLE ratio. If on January 1 or July 1 of each year former WLE engineers are entitled to recover 30 shifts or more, a regular assignment will be made available to them by pre-bulletining same on or before January 15 or July 15 which they will hold until the recovery shifts which have accrued to them during the preceding six (6) months' period have been worked off. Recovery shifts not protected when available to former WLE engineers will be forfeited. In event less than 30 shifts are available for recovery at the beginning of the recovery check period (January 1 or July 1) it will be carried over to the beginning of the next recovery check period.

(c) In applying Paragraph (a) hereof, recovery shifts worked are to be excluded from the record of shifts worked by that seniority district during the period adjustment is being made.

(d) A third shift assignment will be designated "recovery" engine by the company and will be used for making such recoveries as are necessary. If no third shift engine is held by a former NKP engineer, then the assignment held by the former NKP engineer with the highest (numerically) Order of Selection Number in Cleveland Yards will be given to the former WLE engineers as their recovery assignment until they have worked off their accumulated shifts. In event a WLE recovery engine is laid in for one or more days, the former WLE "recovery" engineer will be allowed eight (8) hours at the yard rate for each date laid in. Days thus paid for will be treated as recovered shifts. An engineer assigned to a "Recovery Engine" cannot be displaced by other than an engineer from his same seniority district.

(e) In event the record of yard engine shifts worked should show former NKP engineers entitled to recover 30 shifts or more at the beginning of a recovery check period (January 1 or July 1), NKP engineers will be given a third shift engine occupied by a former WLE engineer on which to work off the percentage which has accrued to them. If no third shift engine is held by a former WLE engineer, then the assignment held by the former WLE engineer with the highest (numerically)

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Order Selection Number in Cleveland Yards will be given to the former NKP engineers as their recovery assignment until they have worked off their accumulated shifts. In event a NKP recovery engine is laid in for one or more days, the former NKP "recovery" engineer will be allowed eight (8) hours at the yard rate for each date laid in. Days thus paid for will be treated as recovered shifts.

(f) The Carrier will furnish the general and local chairmen a monthly record of extra engines worked.

Section 5 - REDUCTION IN NUMBER OF ASSIGNMENTS

(a) When there is a reduction in the number of yard assignments at Cleveland the engineers holding the assignments which are abolished will be governed by Article 25; in addition, they are privileged to displace any engineer with a Selection Number larger, numerically, than theirs who is holding a yard assignment at Cleveland.

(b) Subsequent displacements in Cleveland Yards resulting from the abolishment of such assignments will be handled in the same manner as above, which procedure, in due course, will result in dropping the proper seniority district Selection Number from the bottom of the Cleveland Yards Order of Selection List.

Section 6 - SWITCHING LIMITS

Cleveland yard crews may perform any and all yard service within the switching limits of both the former NKP and WLE.

Section 7 - ON AND OFF DUTY POINTS

Yard crew starting and relieving points may be at any points considered as proper starting or relieving points on either former NKP or former WLE.

The points used for this purpose at the time of the implementation of this agreement were as follows:

Former NKP

East 55th Street
East 75th Street
East 40th Street-Northern Ohio Food Terminal
Ivanhoe
East 23rd Street (B.D. Yard)

Former WLE

Campbell Road Yard

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Section 8 - ROAD TRAINS

Road engineers of former NKP and former WLE may go on and off duty and obtain and/or set out their trains at locations presently used for such purposes within the Cleveland switching limits, i.e., East 55th Street, East 75th Street and Campbell Road yards.

Section 9 - WORK TRAIN SERVICE

Work train service in Cleveland switching limits will be performed exclusively by yard engineers.

Section 10 - PROTECTION OF EMPLOYEES

The agreement for Protection of Employees signed April 16, 1962, effective January 10, 1962, shall apply to the employees protected thereby who are affected by this Appendix 1E.

Section 11 - ATTRITION

(a) When assignments allocated to former WLE engineers under this agreement are not filled by men who held seniority in engine service on former WLE on August 1, 1971, such assignments will fall to engineers of former NKP "C" District seniority district and former WLE engineers will have no claim to recover engine shifts worked on such assignments.

(b) Men who did not hold seniority in engine service on former WLE on August 1, 1971, will have no rights to service as engineer, either regular or extra, on yard assignments in Cleveland yards. The provisions of this paragraph are subject to modification by agreements which may subsequently be made between the parties hereto providing for revised seniority districts.

Section 12 - EXTRA SERVICE - SOUTH LORAIN, OHIO

The calling of NKP Cleveland Engineers to perform service at South Lorain will be as follows:

- (a) Will be given a two and one half (2 1/2) hour call and must be rested at the time called.
- (b) Will be marked up after completion of service at South Lorain when they contact the caller but not before two and one half (2 1/2) hours from the completion of their last service.

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F. BELLEVUE - SANDUSKY COORDINATION

Section 1 - YARD CONSOLIDATION AND TERMINAL DESIGNATION

(a) Former NKP at Bellevue and former PRR at Sandusky, including the road territory between former Bellevue and Sandusky Yards, will be and function as a consolidated terminal yard and will be designated as the home and/or away-from-home terminal of road engineers of former NKP and former PRR, including the designation as the away-from-home terminal of road engineers operated in pool service with home terminal at Columbus.

Section 2 - YARD SERVICE

(a) Yard engineers may perform service at any point within the consolidated switching limits, including road trackage of former Sandusky Line at which former NKP yard engineers and former PRR road and yard engineers performed service prior to November 13, 1973, as amended without regard to the employment connection of individual engineers prior to November 13, 1973.

Section 3 - ALLOCATION

(a) All yard assignments will be allocated on the basis of total yard engine hours worked in Bellevue-Sandusky yards of the former roads during a period agreed upon by the representatives of the engineers as being representative and producing a ratio of -

81.73% former NKP engineers
18.27% former PRR engineers

(b) The allocation of assignments on the above percentage basis will be accomplished by giving preference to the assignment of engineers in the number order specified on the following Bellevue-Sandusky Yards order Selection List. The division of yard assignments selected by former NKP roster engineers will continue to be maintained in accordance with former NKP Rule 32(e):

Rule 32(e) reads as follows:

Section 1: Bellevue yard assignments shall be divided equally between "C" and "F" District engineers and they will be permitted to exercise their seniority on all assignments within the limit specified in Section 2.

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Section 2: Assignments shall be made on the basis of seniority regardless of district, except where there is an even number of assignments on any trick they must be divided equally between the two divisions.

Where there is an odd assignment on one trick it shall be alternated each 30 days between the engineers of the respective districts in accordance with the provisions of the last paragraph of this Section 2.

If there is an odd assignment worked on two tricks, the odd assignments will be divided between the two districts, the senior applicant to receive the first choice.

When there is an odd assignment worked on only one trick, it will be manned during the months of January, March, May, July, September, and November, by the "F" District engineers, and by the "C" District engineers during February, April, June, August, October, and December.

Section 3: "C" District extra engineers will be used to fill vacancies on assignments regularly held by "C" District engineers.

"F" District extra engineers will be used to fill vacancies on assignments regularly held by "F" District engineers.

When the "C" District engineers' extra list is exhausted, the senior "C" District emergency engineer in yard service will be used to fill "C" District vacancies.

When the "F" District engineers' extra list is exhausted, the senior "F" District demoted engineer in yard service will be used to fill vacancies of "F" District engineers.

If any one of the districts have neither an extra engineer or a demoted engineer in yard service to fill the vacancies of their respective districts, the vacancy will be filled from the extra list of the other district or, in case such other extra list is exhausted, by the demoted engineer of the other district, and there will be no accumulation or carrying over of hours for this account.

When an extra assignment is called, the extra engineers from the "F" District and the extra engineers from the "C" District will alternate on these assignments.

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Bellevue-Sandusky Yard Order of Selection List
Priority Order No. & RR Roster

1 - NKP	11 - NKP	21 - NKP	31 - PRR	41 - NKP
2 - NKP	12 - NKP	22 - NKP	32 - NKP	42 - PRR
3 - PRR	13 - NKP	23 - NKP	33 - NKP	43 - NKP
4 - NKP	14 - PRR	24 - NKP	34 - NKP	44 - NKP
5 - NKP	15 - NKP	25 - PRR	35 - NKP	45 - NKP
6 - NKP	16 - NKP	26 - NKP	36 - PRR	46 - NKP
7 - NKP	17 - NKP	27 - NKP	37 - NKP	47 - PRR
8 - NKP	18 - NKP	28 - NKP	38 - NKP	48 - NKP
9 - PRR	19 - NKP	29 - NKP	39 - NKP	49 - NKP
10 - NKP	20 - PRR	30 - NKP	40 - NKP	50 - NKP

(c) Senior engineer applicants will be awarded Order of Selection Numbers in the order of their standing on their respective Seniority District Roster and corresponding with the percentage allocations set out in this Section, and reduced to numerical order by tables above. This number will denote the engineer's standing in Bellevue-Sandusky Yards for the selection of regular yard assignments until dislodged by a senior engineer from his seniority district. Engineers acquiring yard assignments in Bellevue-Sandusky Yards as a result of the filling of recovery engine assignments as provided for in Section 6 will not receive Priority Order of Selection Numbers.

Section 4 - NEW ASSIGNMENTS AND/OR PERMANENT VACANCIES

(a) Permanent vacancies and/or new engine assignments added in the Bellevue-Sandusky Yards will, for the first assignment period, be advertised to both former PRR and former NKP engineers and will be assigned to the engineer bidding therefor with the lowest order of selection number.

(b) The new assignment and/or permanent vacancy will be filled in the manner prescribed by Article 25. If there are no engineers (including demoted men) available on the former seniority district in the Bellevue-Sandusky Terminal at which the assignment is advertised to go on duty, then an engineer from the other seniority district in the Bellevue-Sandusky Terminal will be used in accordance with applicable schedule articles.

(c) Engineers assigned to "Recovery Engines" are not subject to displacement under this Appendix.

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Section 5 - EXTRA YARD SERVICE - TEMPORARY VACANCIES

(a) When there are no men who held seniority in engine service on the implementation date of this agreement assigned to the extra board protecting vacancies on former PRR engineer assignments, vacancies of former PRR engineers will be filled by engineers of former NKP.

(b) Vacancies made available to former PRR engineers and not protected by former PRR engineers employed at Bellevue-Sandusky Yard who were hired prior to November 13, 1973 will be filled by former Nickel Plate engineers employed at Bellevue-Sandusky.

(c) Vacancies made available to former NKP engineers and not protected by former NKP engineers employed at Bellevue-Sandusky will be filled by former PRR engineers employed at Bellevue-Sandusky who were hired prior to November 13, 1973.

(d) Extra yard engines will insofar as practicable be filled by extra engineers from the former seniority district in the Bellevue-Sandusky Terminal at which the extra engineer is called to go on duty. If there are no engineers (including demoted men) available on the former seniority district in the Bellevue-Sandusky Terminal from which the extra engine is called to begin its tour of duty, then an engineer from the other former seniority district in the Bellevue-Sandusky Terminal will be used.

The Carrier will maintain a record of extra yard engineers' shifts worked under this Paragraph (d) and make such record available upon request to the engineers' general and local chairmen.

(e) Extra engineers of former PRR will be paid one (1) hour at straight time rate when required to go from the Sandusky portion of Bellevue-Sandusky Yard to the Bellevue portion thereof to fill a vacancy of a man laying off for reasons other than his vacation.

(f) Extra engineers of former NKP will be paid one (1) hour at straight time rate when required to go from the Bellevue portion of Bellevue-Sandusky Yard to the Sandusky portion thereof to fill a vacancy of a man laying off for reasons other than his vacation.

(g) In the application of Paragraphs (e) and (f) of this section to extra engineers who fill vacancies which are bulletined, the allowance of one (1) hour will be paid only to the extra engineers who fill such vacancy for a period of

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three (3) days, beginning with the first day the vacancy is bulletined. Additionally, Paragraphs (e) and (f) will not apply to engineers with a hired seniority date in engine service subsequent to January 5, 1975.

Section 6 - EQUITY RECOVERY ASSIGNMENT

(a) The carrier will keep a record of regularly assigned yard engine shifts worked when the number of regularly assigned engines does not provide an assignment ratio of 4 NKP to 1 PRR during the season the Lake is open. This record will include only the shifts worked by the regularly assigned engines which are in excess of the 4 NKP to 1 PRR ratio. Copies of these records will be furnished the engineers' general and local chairmen concerned. No record will be kept of any engine shifts worked during any period of time former PRR engineers are not filling their allocated quota of Order of Selection Numbers or are not protecting a recovery assignment during their recovery period as provided for in Paragraph (b) of this Section. If at a later date former PRR engineers should resume protecting their quota of Order of Selection Numbers and recovery assignments, the keeping of records will be resumed.

(b) For purpose of recovery, former PRR engineers will be given credit for their percentage of regularly assigned yard engine shifts worked by those regularly assigned engines which exceed an even 4 NKP to 1 PRR ratio as indicated in Paragraph (a) hereof. If on January 1 or July 1 of each year former PRR engineers are entitled to recover 30 shifts or more, a regular assignment will be made available to them by pre-bulletining same on or before January 15 or July 15 which they will hold until the recovery shifts which have accrued to them during the preceding six (6) months' period have been worked off. Recovery shifts not protected when available to former PRR engineers will be forfeited. In event less than 30 shifts are available for recovery at the beginning of the recovery check period (January 1 or July 1) it will be carried over to the beginning of the next recovery check period.

(c) In applying Paragraph (a) hereof, recovery shifts worked are to be excluded from the record of shifts worked by that seniority district during the period adjustment is being made.

(d) A third shift assignment will be designated "recovery" engine by the company and will be used for making such recoveries as are necessary. If no third shift engine is held by a former NKP engineer, then the assignment held by the former NKP engineer with the highest (numerically) Order of

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Selection Number in Bellevue-Sandusky Yards will be given to the former PRR engineers as their recovery assignment until they have worked off their accumulated shifts. In event a PRR recovery engine is laid in for one or more days, the former PRR "recovery" engineer will be allowed eight (8) hours at the yard rate for each date laid in. Days thus paid for will be treated as recovered shifts. An engineer assigned to a "Recovery Engine" cannot be displaced by other than an engineer from his same seniority district.

(e) In event the record of yard engine shifts worked should show former NKP engineers entitled to recover 30 shifts or more at the beginning of a recovery check period (January 1 or July 1), NKP engineers will be given a third shift engine occupied by a former PRR engineer on which to work off the percentage which has accrued to them. If no third shift engine is held by a former PRR engineer, then the assignment held by the former PRR engineer with the highest (numerically) Order Selection Number in Bellevue-Sandusky Yards will be given to the former NKP engineers as their recovery assignment until they have worked off their accumulated shifts. In event a NKP recovery engine is laid in for one or more days, the former NKP "recovery" engineer will be allowed eight (8) hours at the yard rate for each date laid in. Days thus paid for will be treated as recovered shifts.

Section 7 - REDUCTION IN NUMBER OF ASSIGNMENTS

(a) When there is a reduction in the number of yard assignments at Bellevue-Sandusky Yards the engineers holding the assignments which are abolished will be governed by Article 25; in addition, they are privileged to displace any engineer with a Selection Number larger, numerically, than theirs who is holding a yard assignment at Bellevue-Sandusky Yards.

(b) Subsequent displacements in Bellevue-Sandusky Yards resulting from the abolishment of such assignments will be handled in the same manner as above, which procedure, in due course, will result in dropping the proper seniority district Selection Number from the bottom of the Bellevue-Sandusky Yards Order of Selection List.

Section 8 - SWITCHING LIMITS

Bellevue-Sandusky yard engineers may perform any and all yard service and switching between MP 93 and Sandusky on the Sandusky District as well as within the switching limits of both the former NKP and PRR in the Bellevue-Sandusky Yards.

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Section 9 - YARD CREW ON AND OFF DUTY POINTS

(a) Yard crew starting and relieving points in the consolidated Bellevue-Sandusky Terminal may be at any point considered as proper starting or relieving point.

Section 10 - INTERCHANGEABLE RIGHTS

(a) Effective November 13, 1975, interchangeable seniority rights will be established for engineers as provided herein, on each of their respective seniority districts except as modified by the provisions of this Appendix.

(b) Seniority rosters will be prepared for each district to protect the following services:

(1) Road-Yard Seniority - "F" District roster and the Scioto Division, Sandusky District roster will be topped and bottomed. Employees hired after the implementation date of this agreement will be placed on a consolidated roster with rights to service on all of the territories referred to herein.

For the purposes of maintaining and exercising seniority in the territories consolidated by this agreement, prior rights engineers of former NKP and prior rights engineers of former PRR will be governed by Article 25.

(2) NKP Yard Service - "C" and "F" District engineers will be governed by the provisions of Appendix 1F, Section 3(b) in the selection of yard positions pursuant to the Order of Selection Lists.

NOTE: Any engine service employees who were hired prior to November 13, 1973, but who have not been promoted to engineer as of that date will, when promoted, be given prior rights only on the division where they hold seniority as firemen and will rank on their prior rights roster in the order of their promotion ahead of engineers who were given seniority rights on other than their prior rights roster through the operation of this Appendix 1F.

(c) This Appendix 1F shall not affect prior interchangeable seniority agreements now in effect on the respective districts.

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Section 11 - ROAD SERVICE

(a) Road crews of former NKP and former PRR may go on and off duty and obtain and/or set out their trains at locations presently used for such purposes within the consolidated Bellevue-Sandusky switching limits.

(b) Employees of former PRR hired prior to the November 13, 1973 will have prior rights to road service on the former Sandusky District. Employees of former NKP hired prior to November 13, 1973 will have prior rights to road service on the road territories of former NKP to which they held rights prior to such effective date.

Section 12 - PROTECTION OF EMPLOYEES

The Agreement for Protection of Employees signed April 16, 1962, effective January 10, 1962, shall apply to the employees protected thereby who are affected by this Appendix 1F. Other employees adversely affected by the application of this Appendix 1F with a hired seniority date in engine service subsequent to October 15, 1964, and prior to November 13, 1973, will be entitled to the protective provisions of Article VIII, Item 5 of the May 13, 1971, National Agreement.

Section 13 - ATTRITION

(a) When assignments allocated to former PRR engineers under this agreement are not filled by men who held seniority in engine service on former PRR on the implementation date of this agreement, such assignments will fall to engineers of former NKP District seniority district and former PRR engineers will have no claim to recover engine shifts worked on such assignments.

(b) The provisions of this paragraph are subject to modification by agreements which may subsequently be made between the Carrier and the Brotherhood of Locomotive Engineers covering revised seniority districts not provided for herein.

Section 14 - MISCELLANEOUS

Engineers hired in engine service prior to January 5, 1975 on former PRR at Columbus will not be forced to Ft. Wayne to work as engineers out of that point and engineers hired in engine service prior to January 5, 1975 on former NKP at Ft. Wayne will not be forced to Columbus to work as engineers out of that point.

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Section 15 - MILEAGE (Applicable to NKP only)

(a) East Wayne to Bellevue		
Train yarded in the old yard	122 miles	
Train yarded in the new yard	126 miles	
Bellevue to East Wayne		
From old yard	124 miles	
From new yard	124 miles	
Bellevue to Conneaut		
From old yard	133 miles	
From new yard	130 miles	
Conneaut to Bellevue		
Train yarded in old yard	136 miles	
Train yarded in new yard	130 miles	
Peru to Bellevue		
Train yarded in old yard	183 miles	
Train yarded in new yard	188 miles	
Bellevue to Peru		
From old yard	183 miles	
From new yard	183 miles	

(b)(1) Light Engine Movement

Locomotives handled light under their own power within the Bellevue Yard switching limits, except within the Mechanical Department facilities, by other than road or yard crews, will be handled by an engineer.

(2) Locker and Lunch Facilities

(i) In application of Article 2, Section 12 when additional lockers are required they will be furnished to engineers on request of the Local Chairmen.

(ii) Engineers will be provided with facilities to eat their lunch and Carrier will arrange for installation of refrigerators at such points. Carrier will arrange with a vending machine operator for the installation of coin-operated sandwich and drink vending machines in the vicinity of points where yard crews go on and off duty but will not assume any responsibility for the maintenance or the continued operation of such machines at these facilities.

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(3) Parking Facility

An appropriate adequate all weather surface parking facility with lights will be provided in the vicinity of the dormitory.

(4) Point for Going On and Off Duty

(i) Men in yard service in Bellevue Yard will be paid \$2.50, in addition to other allowances, for each tour of duty, not in continuous service, on which they go on and off duty at any point east of the relocated "New Shanty" in old yard.

(ii) When necessary new facilities are completed, all road crews will go on and off duty in the vicinity of the hump. All men in road service will be paid \$2.50 in addition to other allowances for each round trip on which they are required to go on and off duty in the vicinity of the hump at Bellevue Yard.

(iii) The payments provided in Paragraphs (a) and (b) of this Appendix 1F will only be made to men hired prior to May 6, 1966.

(5) Dormitory Facilities

(i) Roadmen who qualify for lodging under suitable lodging agreement at Bellevue shall be provided with dormitory facilities, said dormitory to be constructed with sleeping rooms on not more than three floors, air conditioned, each room with window and with sound absorbent partitions. The rooms shall be not less than 8 x 10 feet in dimension. A recreation room and central showers and toilet facilities will be provided on each floor. Dormitory will be constructed so that additions can be added if necessary. In event dormitory is unable to accommodate an employee who is eligible for suitable lodging the employee will be furnished lodging of equal quality elsewhere and provided transportation to and from the substitute lodging facility.

(ii) Sleeping rooms will be furnished as follows:

1. One single size bed
2. Innerspring mattress and suitable pillows
3. Bedding suitable for the weather (extra blankets available on request)
4. Table and chair (rubber tips on legs of chairs)

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5. Reading lamp
6. Suitable fixture for clothing
7. Clean linen for each occupancy
8. Adequate soap and towels

(iii) Roadmen will be given preference to 1st and 2nd floor rooms if other employees are permitted to use this lodging facility. The lodging facilities provided for in this agreement shall be available to employees during the entire period of tie-up.

(iv) Twenty-four (24) hour attendant service will be maintained.

(v) Recreation rooms will be provided with the following:

1. Easy chairs
2. Card tables
3. Television set in two recreation rooms
4. Radio in one recreation room
5. Suitable reading lamps

(vi) A cafeteria shall be operated serving a breakfast, lunch and dinner menu. Complete meals and various short orders shall be available upon order twenty-four (24) hours per day.

(vii) A joint local committee shall be appointed, composed of one (1) member from each of the organizations representing operating employees and one (1) local official of the Carrier. The organization members shall have one (1) composite vote. The Carrier member shall have one vote. The functions of the committee shall be to handle complaints relating to the Bellevue dormitory and endeavor to dispose of them promptly.

Complaints not disposed of by the joint committee may be referred by the General Chairmen of the organizations representing operating employees to Director of Labor Relations, who will arrange for a prompt on-the-ground joint inspection of the premises with the General Chairmen of the organizations representing the operating employees. If the

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complaint is not resolved in such handling with Director of Labor Relations, these General Chairmen or the Director of Labor Relations may request the appointment of a neutral to resolve the dispute.

If the General Chairmen and the Director of Labor Relations are unable to agree upon a neutral within 10 days from the date of the request for his appointment, the General Chairmen or Director of Labor Relations may request the Senior Judge of the Federal District Court for the Northern District of Ohio, Eastern Division, to appoint a neutral.

Fifty percent (50%) of the fees and expenses of such neutral, which will be the same as the amount paid neutrals appointed as referees for the National Railroad Adjustment Board under the Railway Labor Act, shall be paid by the Carrier and fifty percent (50%) by the Organizations.

The neutral shall make an on-the-ground investigation and inspection of the complaint in company with representatives of the Carrier and representatives of the operating employee's organizations and shall make his decision in writing to the representatives of the parties within ten (10) days from the date of completion of the inspection and investigation.

(6) Transportation - Bellevue Terminal

(i) Carrier shall transport engineers between on and off duty point and engine when the distance is in excess of 1,600 feet.

(ii) Engineers being transported under this agreement required to ride in or on any vehicle operated over a public thoroughfare or company owned road, will be covered by company-financed insurance as follows:

1. \$100,000.00 Accidental Death or Dismemberment;
2. \$3,000.00 Blanket Accident Medical Reimbursement;
3. 80% of the insured employee's salary from Norfolk Southern Railway for time lost, subject to a maximum of \$100.00 per week for a 156 week period.

Section 16 -WORK TRAIN SERVICE

Work train service in Bellevue-Sandusky switching limits will be performed exclusively by yard engineers.

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G. GARY, HUNTINGTON - MAUMEE-DELTA AND CHICAGO SENIORITY DISTRICTS COORDINATION (PERU-FT. WAYNE-MONTPELIER DISTRICTS CONSOLIDATED SENIORITY DISTRICT)

Section 1 - SENIORITY CONSOLIDATION

(a) Former Wabash, Gary District, Huntington-Maumee-Delta District, and former NKP-Chicago District Seniority Districts will be discontinued as separate seniority districts for engineers on June 27, 1974 and, service accruing to the respective employees on the former engineers' seniority rosters will be protected by the employees in the manner hereinafter provided in this Appendix 1G.

(b) Employees who established seniority in engine service prior to 12:01 a.m. July 1, 1974, will be placed on the engineers' consolidated roster in accordance with their earliest seniority date in engine service on any of the engineers' seniority rosters of the pre-existing seniority districts comprising the consolidated engineers' seniority district in question. Pre-fixed symbols will denote their prior right engineer seniority districts and seniority rights.

In the event two or more employees have the same seniority date, they will be ranked in accordance with their relative standing on their pre-existing seniority roster if they were on the same pre-existing roster, or, if they were not on the same pre-existing roster, they will be ranked in accordance with their date of birth with older employees standing ahead of younger employees. Engine service employees who have not qualified for service as engineer will have an asterisk shown before their name. When such engine service employee receives a certificate of qualification for promotion as engineer, the asterisk will be removed.

(c) Employees establishing seniority in engine service on or after 12:01 a.m. July 1, 1974, will be placed at the foot of the consolidated engineers' seniority roster in the order in which they establish a seniority date as engineer under present existing agreements keeping their standing as hired as fireman helpers.

ZONES AND SOURCES OF SUPPLY

Section 2

(a) Description of Zones. The consolidated engineers' seniority district as described hereinabove will be divided as outlined below into zones, each with its own source of supply location:

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<u>ZONE NO.</u>	<u>LOCATION</u>	<u>SOURCE OF SUPPLY</u>	<u>ZONE ENCOMPASSES</u>	<u>ASSIGNMENTS</u>	<u>ORIGINATING AT OR ON</u>
1	Chicago		(a) Chicago Terminal; (b) Former Wabash, Gary District east to and including Lakeville, (M.P. 184.8); (c) Former NKP, Chicago District east to, but excluding, Argos, (M.P. 430.7)		
2	Fort Wayne		(a) Former NKP, Chicago District west to and including Argos, (M.P. 430.7); (b) Former Wabash Huntington-Maumee-Delta District Northeasterly to and including St. Joe, (M.P. 122.7); (c) Former Wabash Huntington-Maumee-Delta District Northeasterly to but excluding Defiance, (M.P. 50.8); (d) Former Wabash, Huntington-Maumee-Delta District west to, but excluding Andrews, (M.P. 176.2)		
3	Montpelier		(a) Montpelier Yard; (b) Former Wabash, Gary District west to, but excluding Lakeville, (M.P. 184.8); (c) Former Wabash, Huntington-Maumee-Delta District East to and including Toledo, (M.P. 0); (d) Former Wabash, Huntington-Maumee-Delta District Toledo west to and including Defiance, (M.P. 50.8); (e) Former Wabash, Huntington- Maumee-Delta District west to but excluding St. Joe, (M.P. 122.7)		
4	Peru	(a) Peru Yard;	(b) Former Wabash H.M.D. District east to and including Andrews, (M.P. 176.2); (c) Former Wabash, H.M.D. west to but excluding Delphi (M.P. 238.6)		
5	Lafayette		(a) Lafayette Yard; (b) Former Wabash, H.M.D. District east to and including Delphi (M.P. 238.6); (c) Former Wabash, H.M.D. District west to but excluding Attica, (M.P. 276.8)		

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6 Tilton

(a) Tilton Yard; (b) Former Wabash, H.M.D. District east to and including Attica, (M.P. 276.8)

(b) A permanent vacancy as engineer for which no application are received will be filled in the order listed:

(1) By the senior demoted or qualified engineer working in a lesser capacity at the location (terminal) where the vacancy occurs;

(2) By the junior available demoted or qualified engineer working in a lesser capacity at the next nearest source of supply location;

(3) By the junior available demoted or qualified engineer working in a lesser capacity at the nearest source of supply location where an engineers' extra board was maintained prior to June 27, 1974.

NOTE: Permanent vacancies for Montpelier to New Haven locals with home terminal at Montpelier will be filled as follows when no applications are received:

1. By the senior demoted or qualified prior rights Huntington District engineer working at Montpelier in a lesser capacity, if there be such;
2. By the senior prior rights Gary District engineer making application therefor, if any;
3. By the senior demoted or qualified prior rights Gary District engineer working at Montpelier in a lesser capacity.

(c) Engineers shall not be required to exercise seniority from one zone to another except when all engineers in a given zone are in the working ranks of engineer, in which case

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permanent vacancies or positions on the extra board in that zone will be filled in the following order:

(1) By the senior applicant on the consolidated seniority district after such position has been bulletined to all zones throughout the consolidated district.

(2) At the option of the company, the position will be bulletined to prior right engineers in those zones where in the company's opinion there is a surplus of prior right engine service employees with the understanding that transfer and moving benefits of the Merger Protective Agreement will be applicable. The position will be awarded to the senior prior right engineer applicant under age 55 in those zones. Engineers transferring to another zone under this provision must remain in that zone for not less than five (5) years. The provisions hereof do not apply to any other voluntary exercise of seniority.

(3) If the position is not filled in accordance with the foregoing steps, it will be filled by the junior engineer not working as such in the zone which has such employees and whose source of supply location is nearer the location of the vacancy than any other zone that has engineers not working as such. This Appendix 1G, Section 2(c) is only applicable to forcing an engineer to a different zone and not to an assignment.

NOTE: It is understood that an engineer who is working in a lesser capacity in a zone in which he holds prior rights will not be considered the junior engineer standing to be forced to another zone in which he does not hold prior rights under this provision.

(4) When attrition has eliminated all prior rights engineers, this Section 2(c), sub-paragraph (2) is hereby terminated.

(d) Subject to limitations imposed by preservation of Prior Rights, any engineer working as such or in a lesser capacity in engine service who is displaced or who stands to be forced to another position, location or zone will be allowed to displace any junior engineer who holds a position as such.

(e) Upon serving fifteen (15) days advance notice, an engineer assigned to a vacancy under Section 2, paragraphs 2 (b) or 2 (c) (3), may voluntarily vacate the job as engineer

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sixty days after an engineer senior to him is reduced from the ranks of engineer in that zone and exercise his seniority to a position in a lesser capacity than engineer. If a junior engineer not working as such becomes available in a given zone, an engineer forced to that zone under Section 2 (c) (3) will be privileged to leave the zone and exercise seniority in a lesser capacity to another zone.

(f) In accordance with the service requirements and this agreement, extra boards may be established or abolished at the source of supply locations within the zones.

(g)(i) When there is a vacancy to be filled from the extra board and there are no engineers available in that zone to fill it in accordance with existing agreements, it will be filled from the next nearest source of supply location on the consolidation seniority district (determined by highway mileage unless the Superintendent and Local Chairmen involved agree otherwise) provided that extra or emergency engineers are available there under the agreements. If not relieved sooner by the regular engineer, an engineer forced to another zone to fill a vacancy under this provision will be released as soon as an extra or emergency engineer in that zone becomes available to fill a vacancy. Upon request, the forced engineer will be released after seven days, or at the completion of duty on the day preceding the layover or first off day of the assignment, whichever occurs first.

(g)(ii) This is only applicable in Montpelier, Peru, Lafayette and Tilton zones.

1. Vacation vacancies and other temporary vacancies known to be of three (3) or more days' duration on assignments with home terminal at other than the source of supply location where an engineers' extra board was maintained prior to June 27, 1974 will be filled by resort to the following in the order listed, in the event an engineers' extra board is not being maintained at the particular location (terminal) where the vacancy exists:

(a) By the senior available demoted or qualified engineer working at the particular location (terminal) in a lesser capacity;

(b) By the junior demoted or qualified engineer working in a lesser capacity at the next nearest source of supply location;

(c) By the junior available demoted or qualified

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engineer working in a lesser capacity at the nearest source of supply location where an engineers' extra board was maintained prior to June 27, 1974.

NOTE: In the event it is necessary to fill the temporary vacancy under (b) or (c), above, the demoted or qualified engineer used from another location will be relieved when a demoted or qualified engineer regularly assigned in a lesser capacity at the location where the vacancy exists becomes available; otherwise, the demoted or qualified engineer first used on the temporary vacancy under (a), (b), or (c) will remain thereon until relieved by the regular incumbent or until displaced by a senior demoted or qualified engineer. The vacation vacancies and other vacancies referred to in this section will be filled on a day to day basis when an engineers' extra board is being maintained, whether filled by an extra engineer or a demoted or qualified engineer the first day the vacancy exists.

2. Temporary vacancies of one (1) or two (2) days' duration on assignments with home terminal at other than the source of supply location where an engineers' extra board was maintained prior to June 27, 1974 will be filled by resort to the following in the order listed in the event an engineers' extra board is not being maintained at the particular location (terminal) where the vacancy exists or, if maintained, is exhausted:

(a) By the senior available demoted or qualified engineer working at the particular location (terminal) in a lesser capacity;

(b) By the junior available demoted or qualified engineer working in a lesser capacity at the next nearest source of supply location;

(c) By the senior available regularly assigned engineer at the location (terminal) where the vacancy exists who is on a rest day. An engineer will not be used on his second rest day on an assignment with a reporting for duty time less than sixteen (16) hours prior to the reporting for duty time for the engineer on his regular assignment on the first day of his work week. (It is understood that time lost from regular assignment by reason of the Hours of Service Law as result of an engineer being used on his second rest day will not be

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paid for.) In the event a regularly assigned engineer does not desire to work on either or both of his rest days or is not going to be available for service thereon, he will notify the office of the trainmaster who has jurisdiction over the territory in question of his desire not to be used or his unavailability for rest day work for the particular rest day or rest days involved at or prior to going off duty the last work day of his work week immediately prior to such rest day or rest days.

(d) By the junior available demoted or qualified engineer working in a lesser capacity at the nearest source of supply location where an engineers' extra board was maintained prior to the effective date of the Zone Agreement.

(e) When an extra board is exhausted or not being maintained, Section 3, paragraph (c) requires that available engineers working in a lesser capacity at that location will be called for temporary vacancies in the order of their standing on the Consolidated Seniority Roster. It is not the intent of this interpretation to change or modify the existing provisions of the June 27, 1974 Agreement, but to interpret the order in which available engineers working in a lesser capacity will be called at a location when the extra board is exhausted or not being maintained.

Section 3 - CONSOLIDATION OF BOARDS AND LOCAL AGREEMENTS

(a) Unless otherwise provided, only one extra board may be established at each of the six zone headquarters as listed in Section 2 of this Appendix 1G.

(b) Assignment to extra boards within each zone will be from the consolidated roster irrespective of prior rights within that zone.

(c) Extra boards at outlying points other than the zone source of supply locations where engineers' extra boards were maintained prior to June 27, 1974 will be established and abolished by mutual agreement of the Road Foremen of Engines and the Local Chairmen and while in existence will be regulated in accordance with mileage regulations.

(d) Engineers working in a lesser capacity in a given zone and at a particular terminal therein will be assigned to the extra board at the particular terminal as the need arises in the order of their standing on the Consolidated Seniority Roster without regard to prior rights of the individual engineers.

In filling temporary vacancies at a particular terminal

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within a zone when the engineers' extra board is exhausted or is not being maintained, that the senior available demoted or qualified engineer working at that particular point will be used in accordance with his standing on the Consolidated Roster, without regard to his prior rights or the prior rights of any other demoted or qualified engineer on any roster.

NOTE: When an extra board is exhausted, demoted engineers will be called for vacancies protected by that extra board in accordance with their standing on the engineers consolidated seniority rosters.

Section 4 - DEADHEADING

Deadheading between zones and to or from outlying points within the zone will be subject to the deadhead article of this Agreement.

Section 5 - DEFINITION

(a) The term "engineer" as used herein refers to an engine service employee who has passed Carrier's examination for promotion to engineer and has been issued a certificate of qualification for promotion.

(b) After June 27, 1974, new hires in the consolidated territory will be placed on the consolidated engineers' seniority roster in the order hired in engine service with an asterisk placed before their name, which will be removed when such engine service employee receives a certificate of qualification as engineer.

Section 6 - QUALIFYING FOR SERVICE

An engineer will be furnished to pilot an engineer, who entered the service on his present seniority district prior to June 27, 1974, over that portion of the road which is not on his present seniority district until such engineer has made five (5) round trips over that portion of the territory. In the event an engineer who has made five (5) round trips over the territory desires further assistance in learning the road, he will be accompanied by a Road Foreman of Engines who has either worked in engine service on the territory or who has been assigned on the territory for six (6) months, if available, otherwise, by an engineer who is qualified over the territory. This contemplates that engineers will have the opportunity to learn the road while on duty and under pay.

Section 7 - WORK TRAIN SERVICE

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Road work trains operating in the consolidated district will be manned by engineers of the zone within which the work train originates and will not be operated through Fort Wayne, Montpelier, and Peru, except when handling a wrecker to a wreck, and such crews will be relieved after arrival at the wreck by a made-up crew from a zone in which the wreck occurred.

Section 8 - RELIEF SERVICE

When necessary to provide a relief engineer for a train due to the Hours of Service Act, or other reasons, an engineer will be used from the supply point, pursuant to applicable schedule agreements, in the zone in which the engineer being relieved would have terminated his trip. (See Question & Answer 23)

Section 9 - PRIOR RIGHTS - DIVISION OF WORK

Except as otherwise provided, employees with seniority in engine service prior to July 1, 1974 (herein referred to as "Prior Right engineers") will retain prior rights to all classes of service as engineer operating exclusively on the seniority territory governed by the engineers' seniority roster on which they appeared or would have established an engineers' seniority date prior to July 1, 1974.

Section 10 - DIVISION OF WORK

Arrangements covering divisions of work in effect on June 27, 1974 are preserved for prior right employees except as otherwise provided.

Section 11 - AGREEMENTS NOT AFFECTED BY THE APPLICATION OF THIS APPENDIX 1G

The following yard coordination, interdivisional service, and interseniority districts service agreements, applicable to engineers on each former seniority district, are not in any manner affected or changed by Appendix 1G:

1. Memorandum of Agreement for the purpose of Handling Pool Freight and Engine Crews between Peru, Indiana, and Decatur, Illinois, effective July 1, 1929.
2. Interim Agreement, Peru-Bellevue Service, effective December 17, 1964.
3. Agreement on Coordination of Fort Wayne, Indiana, Yards signed at Cleveland, Ohio, May 24, 1965.
4. Agreement on Coordination of Toledo, Ohio, Yards,

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signed at Cleveland, Ohio, May 12, 1966.

5. Agreement on Coordination of Lafayette, Indiana, effective November 1, 1970.
6. Agreement on Coordination of Chicago Terminal, signed at Cleveland, Ohio, June 10, 1971.
7. Agreement on Coordination of Peru, Indiana, Yards, signed at Cleveland, Ohio, May 17, 1972.
8. Peru-Detroit Interseniority Service Agreement, effective July 25, 1972.

Section 12 - THROUGH FREIGHT SERVICE, MONTPELIER-CHICAGO VIA FT. WAYNE; DIVISION OF WORK - PRIOR RIGHTS

(a) Prior Right Engineers holding engine service seniority on the former Wabash-Gary District, and former NKP-Chicago District, on the effective date of the service will be assigned to the Fort Wayne-Chicago pool and Montpelier-Chicago via Fort Wayne pool to the extent there are such employees available, subject to the following:

(1) In due process of attrition, available "Prior Right Engineers" will man the service in accordance with the ratio of 67.68% former NKP-Chicago District and 32.32% former Wabash-Gary District, said ratio having been determined by total through trains operated and total through cars handled, compiled for the merger test period of January 1, 1961 through July 31, 1964.

(2) The ratio defined in (1) above, shall govern the assignment of engineers in the service through the application of the following "Order Selection List":

1. N	10. N	19. N	28. N	37. N
2. W	11. W	20. N	29. N	38. N
3. N	12. N	21. W	30. W	39. W
4. N	13. N	22. N	31. N	40. N
5. W	14. W	23. N	32. N	41. N
6. N	15. N	24. W	33. W	42. W
7. N	16. N	25. N	34. N	43. N
8. W	17. N	26. N	35. N	44. N
9. N	18. W	27. W	36. W	45. W

(b) When, as a result of attrition or the exercise of seniority, no applications are received from any of the Prior Right Engineers for bulletined pool vacancies, employees holding seniority on the Consolidated Seniority District

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Roster working in that zone will be assigned thereto subject to Article I of this Agreement.

(c) Temporary vacancies in the Montpelier-Chicago via Fort Wayne pool will be filled by the Montpelier Zone Extra Board.

(d) Temporary vacancies in the Fort Wayne-Chicago pool will be filled by the Fort Wayne Zone in accordance with prevailing practice or by engineers' extra board, if established.

Section 13 - PICKING UP AND SETTING OUT

The Montpelier-Chicago through Freight trains may be required to pick up and set out cars in accordance with applicable agreements, subject to compensation under applicable schedule agreements.

Section 14 - TRANSPORTATION - PRIOR RIGHT ENGINEERS

(a) Former NKP-Chicago District Prior Right engineer residing at Fort Wayne assigned to the Montpelier-Chicago via Fort Wayne pool will be allowed one (1) hour and thirty (30) minutes travel allowance in each direction between Fort Wayne and Montpelier in lieu of transportation.

(b) Former Wabash-Gary District prior right engineer residing at Montpelier assigned to the Fort Wayne-Chicago pool will be allowed one (1) hour and thirty (30) minutes travel allowance in each direction between Montpelier and Fort Wayne in lieu of transportation.

(c) Prior Right Engineers of former NKP-Chicago District assigned in the Montpelier-Chicago via Fort Wayne pool shall be called for service at Montpelier no later than three (3) hours prior to the on duty time of the assignment to afford ample time for travel Fort Wayne to Montpelier.

(d) Prior Right Engineers of former Wabash-Gary District assigned in the Fort Wayne-Chicago pool shall be called for service at Fort Wayne no later than three (3) hours prior to the on duty time of the assignment to afford ample time for travel Montpelier to Fort Wayne.

Section 15 - REGULATION OF ASSIGNMENTS

(a) For the purpose of adjusting the number of engineers assigned in this service pursuant to the Order Selection List, the Carrier will furnish the B. of L.E. General Chairman and

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B. of L.E. Local Chairmen bi-monthly statements of the total line miles accumulated by each respective pool no later than the 5th and 20th day of each month.

(b) The number of assignments in the service shall be determined by dividing the total line miles by 3400 and regulation will be made accordingly.

(c) In event of temporary fluctuations in business, the mileage provisions provided by paragraph (b) of this Section 5, may be deviated from by mutual written agreement between the Road Foremen of Engines in charge of the road territory Montpelier to Chicago via Fort Wayne and the B.L.E. local chairmen representing employees on the prior rights seniority districts involved.

Section 16 - PROTECTION OF EMPLOYEES AND MERGER PROTECTION

(a) The Agreement for Protection of Employees, signed April 16, 1962, effective January 10, 1962, shall apply to employees protected thereby.

(b) Notwithstanding any of the provisions of this Appendix 1G, no employee with a seniority date in engine service prior to July 1, 1974, will be required to transfer or exercise seniority outside his selected zone as provided in Article I, Section 2(a), hereinabove, provided the employee's selected zone is located on territory of his former seniority district.

Section 17 - ZONES

(a) It is recognized that there are no restrictions on the rights of the Carrier in respect to the routing of trains and traffic by the reason of designation of Zones.

(b) It is also recognized that the establishment of Zones is not a requirement that crew assignments in either assigned or unassigned service are to be confined to single Zones.

(c) The Zones established by this Agreement are for the purpose of preservation of all pre-existing terminals for assigned and unassigned freight service.

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QUESTIONS AND ANSWERS INVOLVING APPLICATION OF AND EXERCISE OF SENIORITY IN THE PERU, FT. WAYNE, AND MONTPELIER CONSOLIDATED SENIORITY DISTRICT.

Question 1: Not applicable.

Question 2: What is the purpose of the Order of Selection Number?

Answer: To denote the engineer's standing for the selection of run in the Ft. Wayne-Chicago pool and Montpelier-Chicago via Ft. Wayne pool.

Question 3: What effect would the seniority date have in securing a run in Ft. Wayne-Chicago pool and Montpelier-Chicago via Ft. Wayne pool service?

Answer: The senior engineer bidding from either of the two zones will be awarded the highest Order of Selection Number allocated to his group.

Question 4: For what length of time would an engineer retain his Order of Selection Number?

Answer: Engineer would retain his Order of Selection Number until dislodged by a senior prior rights engineer from his former seniority district, or until the engineer exercise his rights to other than an assignment in the Ft. Wayne-Chicago pool and Montpelier-Chicago via Ft. Wayne Pool service in accordance with his prior rights standing.

Question 5: Would an engineer lose his Order of Selection Number in the event his pool turn was abolished?

Answer: No, unless the pool turn abolished is held by an engineer holding an Order of Selection Number at the bottom of the Order of Selection List.

Example: If there are 16 pool turns and the pool turn held by N-16 is abolished, then N-16 would lose his Order of Selection Number and would be governed by the displacement provisions.

Question 6: How would an engineer obtain an Order of

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Selection Number after the Ft. Wayne-Chicago and Montpelier-Chicago operation has been in effect?

Answer: By bidding in a new assignment or permanent vacancy or by displacing a junior engineer.

Question 7: When a permanent vacancy occurs for which no application for the vacancy or position is received in accordance with agreement articles, how will it be filled?

Answer: By the provisions of Appendix 1G, Section 2(b).

Question 8: If there are no demoted engineers working in that zone, how will the vacancy be filled?

Answer: See Answer No. 7.

Question 9: When it becomes necessary to supply additional engineers in either the Tilton Zone or the Lafayette Zone because the supply of engineers in either of those two zones is exhausted, how will it be accomplished?

Answer: First: The Carrier will bulletin the engineer positions in accordance with Article 25 to all zones throughout the consolidated Peru, Ft. Wayne, Montpelier District and assign the senior engineer applicants to the positions.

Second: At the option of the Carrier the position will be bulletined to prior rights engineers in zones where there is a surplus of prior rights engine service employees. The position will be awarded to the senior prior rights applicant under age 55. The engineers transferring must remain in the zone a minimum of five (5) years.

Third: By the junior engineer not working as such in the zone which has such employees and whose source of supply location (Peru) is nearer the location of the vacancy than any other zone that has engineers not working as such.

Question 10: If engineers who are transferred are senior

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to engineers working in the zone to which they are required to transfer, will they be permitted to displace any junior engineer in that zone?

Answer: Yes, if the transferred engineer is senior to any engineer working in the zone to which transferred he will be permitted to displace any junior engineer in that zone in accordance with this agreement.

Question 11: May an engineer working as such give up his job and place himself in another zone where he would not be able to work as an engineer because of seniority standing among engineers in that Zone?

Answer: Yes, as provided by Section 1G, 2(e).

Question 12: Will an engineer unable to hold a job as engineer in his selected zone be required to exercise seniority over a junior engineer in another zone?

Answer: No, except as provided by Appendix 1G, Section 2, 2(c) and (g)(i).

Question 13: If an engineer is working in his selected zone as fireman while there are junior engineers working in another zone, may he place himself in the other zone and, if so, what would be his status?

Answer: Yes, engineer, by displacement of a junior engineer working as such in the other zone.

Question 14: Why is there an overlapping of territories in the descriptions of the territorial jurisdiction of sources of supply?

Answer: In recognition that engineers' assignments in either assigned or unassigned service are not confined to a single zone. Also, in recognition that the parties intend that the supply source nearest the originating or relief point of any particular run or yard job will be used to fill vacancies thereon, as well as to protect any extra service that is originated closest to it.

Question 15: Through freight pool crews operated between

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Montpelier and Chicago via Ft. Wayne have Montpelier designated as their home terminal and Chicago designated as their away-from-home terminal. Does the interlacing of zonal service permit the induction of an engineer from the Ft. Wayne through freight pool at Chicago when the Ft. Wayne Zone engineer does not hold a turn in the Montpelier-Chicago pool?

Answer: No.

Question 16: Through freight pool crews operated between Ft. Wayne and Chicago have Ft. Wayne designated as their home terminal and Chicago designated as their away-from-home terminal. Does the interlacing of zonal service permit the induction of an engineer from the Montpelier through freight pool at Chicago when the Montpelier Zone engineer does not hold a turn in the Ft. Wayne-Chicago pool?

Answer: No.

Question 17: Is it understood that Carrier may not set up regular assignments in through freight service to operate through the principal source of supply in each zone?

Answer: Yes, except as provided Appendix 1G.

QUESTION 18: In event a through freight pool service engineer from either the Ft. Wayne-Chicago pool or the Montpelier-Chicago via Ft. Wayne pool lays off at Chicago due to an emergency situation where it is too late to deadhead an engineer from the home terminal of the engineer, may a Chicago Zone engineer fill the engineer's vacancy to the designated home terminal?

Answer: Yes, the Chicago Zone engineer may be used to handle the train to the designated home terminal (Ft. Wayne or Montpelier) of the run, at which point such engineer must be relieved on arrival and deadheaded back to Chicago on the first available train.

Question 19: A regularly assigned freight run is

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bulletined to operate between Tilton and Peru with relief point at Tilton. Would Tilton Zone or Peru Zone protect engineer vacancies on this assignment?

Answer: Since the relief point of this assignment is Tilton that zone would protect vacancies thereon as provided in 2(b) and (c) of Appendix 1G.

Question 20: Does the term "originating at or on" (as used in the description of the territorial jurisdiction of sources of supply under 2(a),) include runs or yard jobs terminated at outlying points from the mentioned source of supply?

Answer: Yes.

Question 21: When an engineer is reduced from working list as engineer and cannot hold a job as engineer, may he voluntarily exercise seniority over a junior engineer in another zone?

Answer: Yes.

Question 22: How will engineers be assigned to the extra board at source of supply locations?

Answer: First, by applications from senior consolidated roster engineers in the zone or consolidated district; or Second, by setting up the senior demoted consolidated roster engineer working at the location of the extra board, irrespective of prior rights in each case.

Question 23: What engineer will be called to relieve a freight crew that ties up under the Hours of Service law?

Answer: An extra engineer from the supply point where the engineer being relieved would have terminated his trip.

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H. MOBERLY DIVISION - ST. LOUIS TERMINAL CONSOLIDATED SENIORITY DISTRICT

Section 1 - INCLUSION OF ST. LOUIS TERMINAL WITHIN MOBERLY DIVISION SENIORITY DISTRICT

(a) The St. Louis Terminal seniority territory will be included within the Moberly Division Seniority District for engineers effective October 1, 1975.

(b) Individuals who after October 1, 1975 of this agreement first establish a seniority date as fireman-helper on the Moberly Division seniority district territory or the St. Louis Terminal seniority territories, as existing prior to October 1, 1975, will, if and when they establish a seniority date as engineer, hold seniority as engineer on the combined Moberly Division - St. Louis Terminal territory.

Section 2 - PRIOR RIGHTS

(a) Individuals who have established a seniority date as engineer on the Moberly Division Seniority District prior to October 1, 1975, will retain prior rights to assignments to which they would have been entitled prior to October 1, 1975. Individuals who established a seniority date as fireman-helper on the Moberly Division prior to October 1, 1975, but who have not established a seniority date as engineer prior to October 1, 1975 will, if and when they establish a seniority date as engineer, have prior rights to assignments as engineer to which they would have then been entitled to prior to October 1, 1975.

(b) Individuals who have established a seniority date as engineer on either the "E" or the "W" St. Louis Terminal seniority roster for engineers will retain prior rights to assignments on the St. Louis Terminal as provided for in the St. Louis Terminal Consolidation Agreement of May 3, 1972. Individuals who have established a seniority date as fireman-helper on either the "E" or the "WF" seniority roster on the St. Louis Terminal prior to October 1, 1975, who have not established a seniority date as engineer prior to October 1, 1975, will, if and when they establish a seniority date as engineer, have prior rights to assignments as engineer to which they would have been entitled had this agreement not been made.

(c) Individuals who first establish seniority in engine service in the combined territory referred to in Section 1 of this agreement will, if and when they establish seniority as engineer, hold seniority as engineer in that combined

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territory and will not have prior rights but will have rights and obligations over the entire combined territory.

Section 3 - OBLIGATIONS TO ACCEPT ASSIGNMENT

(a) Individuals who last established a seniority date in engine service on the Moberly Division Seniority District prior to October 1, 1975 will not be required to take assignment as engineer in yard service on the St. Louis Terminal but may do so at their option, provided applicable agreements permit them to do so.

(b) Except as provided in Section 4, below, individuals who last established a seniority date in engine service on the "E" or the "W" seniority districts of the St. Louis Terminal prior to October 1, 1975 will not be required to take assignment as engineer in any service or on an engineers' extra list which would have been filled from the Moberly Division seniority roster prior to October 1, 1975 if the reporting for duty point (home terminal in the case of a road service assignment) of that assignment, or the extra board point, is more than 30 miles from the present location of the Carrie Avenue Yard Office, St. Louis Terminal, but may do so at their option, provided applicable agreements permit them to do so.

(c) Failure of an employee who last established seniority in engine service on the Moberly Division Seniority District or on the "E" or "W" seniority district of the St. Louis Terminal prior to October 1, 1975 to accept an assignment from which excused by Paragraph (a) or (b) of this section will not affect the amount of any protective allowance to which he may be entitled under any protective agreement, conditions, or arrangement in effect October 1, 1975.

Section 4 - LEARNING THE ROAD

(a) Individuals (1) who last established a seniority date in engine service on the "E" or the "W" seniority district of the St. Louis Terminal prior to October 1, 1975 and who have established a seniority date as engineer on said "E" or "W" seniority district, or (2) who have been issued a certificate of qualification for promotion to engineer, but (3) who cannot hold a regular assignment as engineer or the engineers' extra list on said "E" or "W" district, may be required, in seniority order, to learn the road on the territory on that part of the operating district of the Moberly Division which is now designated the St. Louis District in which assignments operate which have reporting for duty point at home terminal of the assignment located not more

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than thirty (30) miles from the present location of Carrie Avenue Yard Office, St. Louis Terminal. Employees required to learn the road in accordance with the foregoing will be paid at the applicable fireman-helper's service rate for trips learning the road. The presence of an employee engaged in learning the road in accordance with the foregoing will not affect the rate paid the engineer whom he is accompanying.

(b) An individual who last established a seniority date in engine service on the "E" or the "W" seniority district of the St. Louis Terminal prior to October 1, 1975, who is the successful applicant for or is force assigned as engineer on an assignment or to an engineers' extra board which has reporting for duty point at home terminal, or which extra board point is located not more than thirty (30) miles from the present location of Carrie Avenue Yard Office, St. Louis Terminal, and who is not familiar with the territory in which that assignment operates or in which assignments protected by that extra board operate, will not be required to lose time from that assignment in order to learn the road.

(c) An individual who last established a seniority date in engine service on the Moberly Division Seniority District or on the "E" or "W" seniority district of the St. Louis Terminal, who desires to make himself available for and protect all service as engineer to which his seniority may entitle him on the territory comprising the Moberly Division and on St. Louis Terminal seniority territories as existing prior to October 1, 1975, may waive the "excuse" or limitations placed on his obligations under Section 3 of this agreement, in writing, and it will then be his obligation to learn the road on the entire territory on his own time and at his own expense; however, he will be provided away-from-home lodging and meal allowance as provided for in Article II - Expenses Away From Home - of the National Agreement of June 25, 1964, as amended, while learning the territory for yard service engineers on the St. Louis Terminal (in the case of an individual who last established seniority in engine service on the Moberly Division Seniority District prior to October 1, 1975) or while learning the territory which comprised the Moberly Division Seniority District for engineers prior to October 1, 1975 (in the case of an individual who last established a seniority date in engine service on "E" or "W" seniority district territory of the St. Louis Terminal).

Section 5 - ROAD-YARD ENGINEERS' EXTRA BOARD - ST. LOUIS

When all individuals who last established a seniority date in engine service on the Moberly Division Seniority District prior October 1, 1975 have sufficient seniority to

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hold regular assignment as engineer on an assignment or in a service manned by engineers from the Moberly Division seniority roster prior to October 1, 1975, or to hold assignment on the Moberly extra board for engineers, after a period of sixty (60) consecutive days, the St. Louis Terminal extra board for engineers may be changed to a road-yard extra board to protect temporary vacancies on assignments with reporting for duty point thirty (30) miles or less from the present location of Carrie Avenue Yard Office, St. Louis Terminal. The local and general chairmen will be notified, in writing, not less than fifteen (15) days in advance of the date this change is to be made.

Section 6 - SENIORITY ROSTERS

(a) As of October 1, 1975 the seniority roster for engineers, Moberly Division, will be redesignated as the seniority roster for engineers, Moberly Division - St. Louis Terminal, and revised in the following respects:

1. The caption "Prior Rights Moberly Division Employees" will be inserted above the first name on the roster.
2. The names of all individuals who hold seniority in engine service on the Moberly Division seniority roster immediately preceding October 1, 1975 but who have not as of that date established a seniority date as engineer will be inserted on the bottom of that roster with and in the order of their fireman-helper's seniority date as it appears on the roster on which it appears (or would appear at the next issue of that roster), but without a seniority date as engineer. If and when such individuals establish seniority as engineer, their seniority date as engineer shall be entered opposite their name on the roster.
3. The last name on the roster as revised pursuant to the foregoing will be followed by the caption "Prior Rights St. Louis Terminal Employees", which caption will be followed by the names of all individuals who have a seniority date in engine service on either the "E" or the "WF" seniority roster for the St. Louis Terminal preceding October 1, 1975 listed in the order of the individual fireman-helper's seniority date as shown on the fireman-helper's seniority roster on which their name appears and with that date as their "Entered Service" date. Such individuals who have, as of the date preceding October 1, 1975 established a seniority date as engineer on the St. Louis Terminal will be shown on this Moberly Division - St. Louis Terminal roster with a

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seniority date as engineer on October 1, 1975. Individuals who hold seniority in engine service on the "E" or the "WF" roster for the St. Louis Terminal prior October 1, 1975 who have not established a seniority date as engineer on the "E" or "W" roster, who subsequent to October 1, 1975 establish a seniority date as engineer, will establish a seniority date on the "E" or "W" seniority roster for engineers for the St. Louis Terminal, the same as if this Appendix had not been made, and a seniority date on the seniority roster for engineers, Moberly Division - St. Louis Terminal which is in the order of their "Entered Service" date as shown on the seniority roster for engineers, Moberly Division - St. Louis Terminal. It is the intent that individuals from the St. Louis Terminal rosters involved who acquire seniority as engineer on the Moberly Division - St. Louis Terminal roster as a result of this agreement stand on that roster in the order of their seniority date as fireman-helper on the St. Louis Terminal as of the date they establish seniority as engineer. The last name on this section of the roster will be followed by the caption "Employees Without Prior Rights".

(b) The St. Louis Terminal "E" and "W" seniority rosters for engineers will be maintained until there are no longer any individuals in service who held seniority in engine service on the "E" or "W" seniority territory of the St. Louis Terminal on September 30, 1975 unless otherwise agreed upon by the representatives of the parties hereto. No individual employed in engine service subsequent to October 1, 1975 will be placed on the "E" or "W" seniority roster for engineers on the St. Louis Terminal.

Section 7 - BULLETINING AND FILLING PERMANENT VACANCIES AND NEW ASSIGNMENTS

- I. All bulletins advertising engineer assignments on the combined Moberly Division - St. Louis Terminal seniority territory will be addressed to and posted on appropriate bulletin boards for employees on the entire territory.
- II. In the event there are no applications from "Prior Rights Moberly Division Employees" for a vacancy on an assignment that has reporting for duty point at home terminal of the assignment located less than thirty (30) miles from the Carrie Avenue Yard Office in Luther Yard, St. Louis Terminal, the vacancy will be filled by resort to the following in the order listed:

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- (a) By force assigning the senior prior rights Moberly Division engineer not working as such at the location (terminal) where the vacancy occurs;
- (b) By assigning the senior prior rights St. Louis Terminal engineer making application for the vacancy;
- (c) By force assigning the senior prior rights Moberly Division engineer not working as such in the same zone;
- (d) By force assigning the senior prior rights St. Louis Terminal engineer not working as such;
- (e) By force assigning the appropriate engineer not working as such as otherwise provided under existing agreements.

III. In the event there are no applications from "Prior Rights Moberly Division Employees" for a vacancy on an assignment that has reporting for duty point at home terminal of the assignment located thirty (30) miles or more from the Carrie Avenue Yard Office in Luther Yard, St. Louis Terminal, the vacancy will be filled by resort to Paragraphs (a), (b), (c), and (e), of Section II, in that order (Paragraph (d) of Section II being omitted).

MOBERLY DIVISION - ST. LOUIS TERMINAL
CONSOLIDATED SENIORITY DISTRICT

The Moberly Division - St. Louis Terminal Consolidated seniority district will be divided into zones, each with a primary source of supply and supplementary sources of supply as set forth herein, at 12:01 a.m. on December 1, 1976.

Section 8

(a) Description of Zones

PRIMARY		ZONE ENCOMPASSES ASSIGNMENTS ORIGINATING AT OR ON
ZONE NO.	SOURCE OF SUPPLY LOCATION	
1	Moberly	(a) Moberly Terminal; (b) Kansas City District west to and including Carrollton (M.P. 210.8);

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PRIMARY SOURCE OF SUPPLY		ZONE ENCOMPASSES ASSIGNMENTS
<u>ZONE NO.</u>	<u>LOCATION</u>	<u>ORIGINATING AT OR ON</u>
		(c) Stanberry District west to and including Chillicothe (M.P. 225.3); (d) Moulton District west to and including Kirksville (M.P. 205.4); (E) St. Louis District east to and including High Hill (M.P. 74.8); (F) Hannibal District to and including Outer Depot (M.P. 2.1).
2	Kansas City	Kansas City Terminal and east to but excluding Carrollton (M.P. 210.8).
		NOTE: North Kansas City and Claycomo will be treated as a single location (terminal) for the purpose of this agreement.
3	St. Louis	Luther Yards and west to but excluding High Hill (M.P. 74.8).
4	Moulton	Moulton and east to but excluding Kirksville (M.P. 205.4); Moulton West to and including Des Moines (M.P. 340.2).
5	Stanberry	Stanberry east to but excluding Chillicothe (M.P. 225.3); Stanberry to and including Council Bluffs (M.P. 411.1).

(b) A senior engineer will not be permitted to work in a lesser capacity in engine service at any location (terminal) in a zone when a junior engineer is working as such at that same location (terminal) in the zone.

(c) A junior engineer working as such at one location (terminal) in a zone will not prohibit a senior engineer from working in a lesser capacity in engine service at another location (terminal) in that same zone. In event no applications are received for a permanent vacancy for an engineer, the senior engineer not working as such at the location (terminal) where the vacancy occurs will be assigned; if no such engineer is working at that location (terminal), then the senior engineer not working as such in the zone will be assigned to the vacancy.

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(d) Engineers shall not be required to exercise seniority from one zone to another except when all engineers in a given zone are in the working ranks of engineer, in which case permanent vacancies in that zone will be filled in the following order:

(1) By the senior applicant on the Moberly Division - St. Louis Terminal Consolidated Seniority District, after such position has been bulletined to all zones throughout the seniority district.

(2) If the position is not filled in accordance with the above, it will be filled by the junior engineer not working as such in the zone which has such employees and whose source of supply location is nearer (by highway miles) the location of the vacancy than any other zone that has engineers not working as such. (The application of this sub-paragraph (2) is limited by the provisions of Section 2, Prior Rights, and Section 3, Obligations to Accept Assignments, of the Memorandum of Agreement effective October 1, 1975, providing for the inclusion of St. Louis Terminal within Moberly Division seniority district for engineers).

(e) Any engineer working as such or in a lesser capacity in engine service who is forced to another location or zone will be allowed to displace any junior engineer who holds a position as such at that location or in that zone, but must make his selection known within 24 hours from time notified of his being so force assigned.

(f) If a junior engineer not working as such becomes available in either the zone to which or the zone from which a senior engineer has been forced to an assignment under Section 8, Paragraph (d) (2), he will be privileged upon request, to leave the zone and exercise seniority to the zone from which forced.

(g) The following procedure will be followed in filling temporary vacancies at each location (terminal) within a zone:

(1) By engineers from the engineers' extra board at the particular location (terminal) where the vacancies exist, in turn.

(2) When the engineers' extra board is exhausted or is not being maintained at any location (terminal) within a zone on the Moberly Division, temporary vacancies as engineer will be filled be recourse to the following in the order listed:

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(aa) By the demoted or qualified engineer regularly assigned as fireman-helper on the particular pool turn, local freight or yard assignment on which the temporary vacancy as engineer exists, if there be such;

(bb) By the senior available demoted or qualified engineer regularly assigned as fireman or hostler at the particular location (terminal) involved;

(cc) If the application of sub-paragraphs (aa) and (bb) do not provide an engineer for the particular temporary vacancy, such vacancy will be filled in accordance with the provisions of Sub-paragraph (1), (2) and (3) of Paragraph (i) of this Section 8.

(dd) The provisions of this section supersede or modify the provisions of existing agreements to the extent necessary to give full force and effect to this agreement. Such existing agreements so superseded or modified include Article 26, Section 4.

(h) Vacancies for engineer on turnaround switch locals with home terminal at Berkeley, Missouri, created by engineers being absent on vacation with pay or continuous with (before or after) vacation with pay will be filled by resort to the following in the order listed:

1. By the demoted or qualified engineer regularly assigned as fireman-helper on the turn on which the vacation vacancy as engineer exists, if there be such, from the first day of the vacation vacancy, who will take the conditions of the assignment, including the rest days, and will remain on the assignment until the return of the vacationing engineer or until displaced from the assignment as fireman-helper by a senior man who is also a demoted or qualified engineer.

2. By the senior demoted or qualified engineer working as fireman-helper at Berkeley who will remain on the vacancy until a demoted or qualified engineer regularly assigned as fireman-helper on the turn becomes available or until the regularly assigned engineer returns to duty following his vacation.

3. If the application of Paragraphs 1 and 2, above, do not provide an engineer for a particular vacation vacancy as engineer on the Berkeley Turnaround

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Switch Local, such vacancy will be filled in accordance with the provisions of sub-paragraphs (1), (2), and (3) of Paragraph (i) of this Section 8.

While assigned to a vacation vacancy on a Berkeley Turnaround Switch Local, a demoted or qualified engineer will not be called for other temporary vacancies except in emergency situations to avoid a serious delay to an assignment.

(i) (1) If the application of sub-paragraphs (1) and (2) do not provide engineers for the temporary vacancies, such vacancies will be filled from the engineers' extra board in the same zone nearest the location (terminal) (by highway miles) where the temporary vacancies exist.

(2) If the application of sub-paragraphs (1), (2) and (3) do not provide engineers for the temporary vacancies, such vacancies will be filled by using engineers working in that zone in a lesser capacity nearest the point where the vacancy exists.

(3) If the application of sub-paragraphs (1), (2), (3) and (4) do not provide engineers for the temporary vacancies, such vacancies will be filled from the source of supply location from which temporary vacancies at such location (terminal) were filled prior to October 1, 1975.

If not relieved sooner by the regular engineer, an engineer forced to another location (terminal) or zone to fill a temporary vacancy under this provision will be released as soon as an extra engineer or an engineer working in a lesser capacity at that location (terminal) becomes available to fill the temporary vacancy. Upon written request, the forced engineer will be released after six (6) days, or at the completion of duty on the day preceding the layover or first off day of the assignment, whichever occurs first. Compensation for deadheading under the foregoing conditions will be governed by applicable schedule agreements.

Section 9 - DEFINITION

The term "engineer" as used herein refers to an engine service employee who has passed Carrier's examination for promotion to engineer and has been issued a certificate of qualification for promotion.

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Section 10 - EFFECT ON EXISTING AGREEMENTS

Existing schedule agreements and agreement provisions in conflict with the foregoing are suspended or superseded only to the extent necessary to give full force and effect to the provisions of this Agreement.

Section 11 - ZONES

- (a) It is recognized that there are no restrictions on the rights of the Carrier in respect to the routing of trains and traffic by the reason of designation of Zones.
- (b) It is also recognized that the establishment of Zones is not a requirement that crew assignments in either assigned or unassigned service are to be confined to single Zones.
- (c) The Zones established by this Appendix H do not change any pre-existing terminals for assigned and unassigned freight service.

Section 12

Existing instructions, which are retained, provide that a Moberly Division engineman set up to the engineers' extra board or reverting to the extra board from a regular assignment as engineer, will not be permitted to mark up on the extra board unless he has made a trip either as engineer or fireman over all main line districts, namely: Kansas City District; St. Louis District; and Hannibal-Springfield Districts during the preceding 12-month period (6-month period on Springfield District, per Decatur Division requirement) until he has made necessary review trips.

The following modification is placed in effect with respect to qualification requirements on so-called sub-main lines on Moberly Division, namely: Stanberry District; Council Bluffs District; Moulton District; and Des Moines District:

An engineman set up to the engineers' extra board or reverting to the extra board from a regular assignment as engineer will be permitted to mark up on the extra board even though he has not made a trip as engineer or fireman over one or more of the sub-main lines referred to during the 12-month period immediately preceding his going on the engineers' extra board. In the event an extra engineer in proper turn stands for a temporary vacancy on

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one of the districts (sub-main line) over which he has not worked during the past 12 months, he will be required to go to the assignment accompanied by an extra or demoted engineer who is qualified over such territory and make a refresher trip over the territory with the working engineer on his own time without compensation either for work or for deadheading to and from the assignment. The qualified extra or demoted engineer whom the unqualified extra engineer is accompanying, will be fully compensated for service performed and any deadhead trips under applicable schedule articles.

When the unqualified extra engineer has made the necessary review trips, he will be required to fill the temporary vacancy if it still exists and the extra or demoted engineer who has been working the assignment will be released to return to the home terminal.

Appendix 1

I. KINGSBURY ORDNANCE PLANT COORDINATION

Section I -

TRAFFIC DESTINED TO AND PULLED FROM INDUSTRIES LOCATED
IN THE KINGSBURY ORDNANCE PLANT, KINGSBURY, INDIANA

- (a) Road freight crews of the former Nickel Plate operating over the Indianapolis-Michigan City District (IMC) may handle cars destined to and pull cars from industries located in the former United States Government munitions depot called Kingsbury Ordnance Plant over a segment of former Wabash track extending from Dillon, Indiana to a point approximately 17,160 feet west thereof, where a connection is made with the industry spur track leading into the Kingsbury Ordnance Plant.
- (b) Carrier will keep a record of the trip mileage (6.5 miles round trip) made by former Nickel Plate road crews operating into and out of the Kingsbury Ordnance plant, Kingsbury, Indiana, over the former Wabash Gary District and when such mileage accumulates in excess of 3500 miles a former Nickel Plate regular assignment serving this facility will be bulletined to employees who hold seniority on the former Wabash Gary District and/or former Wabash Huntington-Maumee-Delta Districts as a "recovery" assignment.

A record of the trip mileage will be furnished each General Chairman by the 15th of the month.

Former Nickel Plate employees will hold the "recovery" assignment while under bulletin and until actually relieved by a former Wabash employee reporting for duty on the "recovery" assignment following the close of bulletin.

In the event a former Wabash employee fails to make application for a position on such "recovery" assignment, the former Wabash employees will forfeit recoverable mileage on such position for which no application is received.

Former Wabash employee will remain on the "recovery" assignment until such mileage is recovered and at that time the "recovery" assignment will be re-assigned to former Nickel Plate employees. Only former Wabash employees

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holding seniority as such on August 1, 1977 will be entitled to participate on this "recovery" assignment.

Section 2 - PROTECTION OF EMPLOYEES

The Agreement for Protection of Employees signed April 16, 1962 effective January 10, 1962, shall apply to employees protected thereby who are affected by this Appendix 1I.

Appendix 1

J. ST. LOUIS CONSOLIDATION: NW-SOU-IT

Section 1

This Agreement will be effective in St. Louis consolidated terminal for all yard engineers (WAB, NKP, IT and SOU), except as specifically stated herein. This shall not constitute a precedent with regard to other coordinations.

Section 2

(a) Road engineers of either railroad involved in the consolidation may be required to perform service throughout the consolidated terminal in accordance with this Agreement in the same manner as though such consolidated terminal were a terminal of said railroad.

Section 3

(a) Road and yard engineers may be required to report and be relieved at designated points in the consolidated terminal as long as such points meet the requirements of applicable schedule agreements, interpretations and practices thereunder.

(b) In the event the designated point for going off duty and the designated point for going on duty in the consolidated St. Louis Terminal for all engineers in a particular road freight pool are not the same for each trip,* the Carrier will provide an individual full length standard locker for each engineer assigned in that pool at the lodging facility provided in the St. Louis Terminal area for employees in that pool. Carrier will assume the responsibility for seeing that such locker facility is maintained in a clean and sanitary condition as if it were located on Carrier's property.

* Example: Federal Yard (Alton, Illinois) may be the designated point for going off duty for road engineers on trains yarded at Federal and the designated point for going on duty for road engineers on trains operated out of Federal, and Luther may be the designated point for going off duty for road engineers on trains yarded at Luther and the designated point for going on duty for road engineers on trains operated out of Luther.

Section 4

When a road engineer is required to report for duty or is relieved from duty at a point other than the on and off duty

Appendix 1

points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the engineer.

NOTE: Suitable Transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

Section 5 - SWITCHING LIMITS

The consolidated switching limits are as indicated below:

(a) Southern

On the east: On St. Louis District M.P. 7 + 3,814 feet

Norfolk and Western

On the north: On Brooklyn District line to 1,000 feet north of M.P. 473 (DET)

On the east: On Madison District line to 2,045 feet east of M.P. 445

On the west: On "Luther" line o St. Louis District to 4,098 feet north of M.P. St. L. 7; on "Union Depot" line of St. Louis District to 2,767 feet west of M.P. 8 (STL)

Norfolk and Western (Former IT)

Between East St. Louis, St. Louis and Alton via McKinley Yard, Troy Junction, Edwardsville and Wood River on the Troy and Eastern Line;

Between East St. Louis, St. Louis and Alton via Madison, Granite City and Wood River on the Alton and Eastern Line.

The switching limits for yard crews at Decatur and Springfield are outlined below:

DECATUR

Former IT

North - ICG Clinton District, MP 765.2 (Maroa)
West - NW Brooklyn District, MP 376.5 (Mosser)
East - ICG Havana District, MP 27.8 (Havana)

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NW

East - 1615 feet west of MP Det. 371
West - 1850 feet east of MP Det. 378
South - 1826 feet north of MP Det. 377

SPRINGFIELD

Former IT

North - ICG Springfield District, MP 190.3
(Starnes)
South - ICG Springfield District, MP 195 (Brick
Yard)
East - ICG Springfield District, MP 190.3

NW

East - MP Det. 409
West - 1762 feet west of MP Det. 418

(b) Springfield, Illinois

The present IT yard assignment will be abolished. Thereafter yard and industry switching service on the former Illinois Terminal property will be absorbed by NW Springfield District forces at this point. The IT yard will become a part of present NW switching limits and will be used primarily for storage. The Illiopolis Turn that originates at Springfield will be abolished. Traffic presently being handled by this train to and from the Buffalo and Illiopolis area will be handled in NW Springfield District trains. The switching limits are defined in this Section.

(c) Decatur, Illinois

The present IT yard assignments will be abolished. Thereafter yard and industry switching service on the former Illinois Terminal property will be absorbed by engineers on the Decatur, Brooklyn-Lafayette District. The IT yard will become a part of present NW switching limits and will be used primarily for storage and switching of industries. The switching limits are defined in this Section.

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(d) Allentown-Morton-East Peoria, Illinois

The present IT yard assignment will be abolished. The territory will become a part of the NW's Decatur Division, Peoria District (former NKP), and service will thereafter be performed by Decatur Division (former NKP) engineers.

In the event it is necessary to make an equity determination in the above-mentioned area, the parties (NKP and former IT) will meet to resolve the issue.

The territory between Allentown and Decatur via trackage rights over ICG from Maroa to Decatur will become a part of the Decatur Division, Brooklyn District and service will thereafter be performed by Decatur Division engineers.

NOTE: The former IT trackage south of IT MP 156 will become Decatur Division, Brooklyn- Lafayette District. The territory north of MP 156 to Farmdale will become Decatur Division, Peoria District.

Section 6

A seniority roster will be established for the purpose of filling regular and extra yard engineer vacancies within the consolidated St. Louis Terminal by integrating the respective seniority rosters of yard engineers of the Southern yard Engineers St. Louis District into the Norfolk and Western St. Louis Terminal seniority roster for engineers, on the percentage basis of NW 79.77% and SOU 20.23%.

NOTE 1: Percentages for yard engineers were calculated by using engine hours for the 12-month period June, 1980, through May, 1981.

NOTE 2: Southern St. Louis District yard engineers who are regularly assigned or on the extra board at St. Louis on the 8th day after the signing of this agreement will be afforded prior rights at St. Louis and slotted accordingly; after which the remaining engineers on this roster will be slotted in accordance with their relative standing.

NOTE 3: The roster established under the above formula takes into consideration disabled and promoted engineers by slotting such engineers in

Appendix 1

seniority order within the same slot as respective active engineers so that each equity slot contains one active engineer.

Section 7

Engineers promoted subsequent to October 1, 1975 in the consolidated St. Louis Terminal will be placed on the bottom of the St. Louis Terminal/Moberly District Engineers Rosters and will acquire seniority rights to both road and yard territory. Engineers promoted subsequent to October 1, 1975 on the Southern St. Louis District will not acquire seniority rights in the consolidated St. Louis Terminal.

Section 8

Adequate locker room facilities including hot and cold running water, showers, with soap and paper towels will be provided. The facility shall be adequately heated, lighted and ventilated and will be provided with sufficient lockers for use by regular and extra engineers. Should a parking problem exist, such as lighting, ample space, all-weather surfacing, etc., the parties will meet promptly for the purpose of correcting such problem.

Section 9

(a) The NW-IT Implementing Agreement dated February 18, 1982, except as amended by this agreement, is preserved.

(b) Former Southern employees covered under Travelers Insurance Company Group Policy Contract GA-23000 will continue to be covered thereunder (subject to terms of such contract) in lieu of being covered by the Wabash Memorial Hospitalization Association. Former Wabash employees will continue to be covered by the Wabash Memorial Hospitalization Association.

(c) Former NKP and IT engineers covered under Travelers Insurance Company Group Policy Contract GA-23000 will continue to be covered thereunder (subject to terms of such contract) in lieu of being covered by the Wabash Memorial Hospitalization Association.

Section 10

Engineers having an employment relationship on May 8, 1982 will not be required to lose time or utilize off-duty time for the purpose of qualifying on physical characteristics within the coordinated territory.

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Section 11

(a) Former NKP assignments operating out of the consolidated St. Louis Terminal on the Charleston-Madison District will be filled in the following manner:

- (1) The entire consolidated former NKP, Charleston-Madison District roster will maintain prior rights to these assignments.
- (2) If such assignments are not filled in accordance with (1), above, they will be filled from the St. Louis Terminal consolidated roster in accordance with schedule articles.

(b) Temporary vacancies on assignments described in (a) above will be filled by any former NKP Charleston-Madison District employee(s) desiring to protect same from NKP road extra list established at St. Louis Terminal. Should no NKP employee desire to establish such an extra list, temporary vacancies will first be filled by demoted prior right NKP engineers working in the road territory between Coffeen, Illinois and St. Louis Terminal. Thereafter, engineer vacancies will be filled from the consolidated St. Louis Terminal extra list.

NOTE: Temporary, for purposes of this Appendix 1J, means a vacancy which would not be advertised under the schedule articles.

(c) Extra trains will be manned in the same manner as temporary vacancies above.

(d) The provisions of this Section in no way create or establish a yard-road extra board for any purpose other than to protect vacancies and extra work on the territory named therein.

In the application of this Appendix 1J, St. Louis Terminal Engineers with a seniority date prior to December 24, 1988 will not be required to lose time in order to qualify on this territory.

An engineer will be furnished to pilot an engineer over that portion of the road on which he has not previously qualified until such engineer has made one (1) round trip over the territory. In event an engineer who has made one (1) round trip over the territory desires further assistance in learning the road, he will be accompanied by a qualified supervisor.

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Section 12

(a) Article 24, Section 1 will be applicable when calling engineers. However, engineers will be granted up to a maximum of 2 1/2 hour call provided such request is made in writing.

(b) The vacation article will apply except engineers with a minimum of four (4) weeks vacation may split their vacation into four parts.

(c) **(Applicable to IT only)**

1. Overtime for doubling in twenty-four (24) hour period in lieu of the twenty-two and one-half (22 1/2) hours as found in the National Agreement.

2. Present guarantee for engineers assigned to the extra list at St. Louis. (Letters of April 5, 1971 and July 22, 1974.) However, Side Letter 20 guarantee of 1986 arbitration Board 458, will apply to engineers working outside St. Louis Terminal.

3. Article 6, Sections 2 and 3, concerning preparatory time, will apply.

(d) MILEAGE BETWEEN VARIOUS POINTS
ON THE BROOKLYN DISTRICT & SOUTHERN RY.

	<u>Miles</u>
Decatur to 25th Street	103.88
25th St. to I.T. Conn.	2.84
(Over NW 1.12 mi.	
" TRRA 1.72 mi.)	
25th St. to Luther	7.12
I.T. Conn. (TRRA) to Luther	6.89
I.T. " " to A. O. Smith	1.80
I.T. " " to Federal	14.90
Decatur to Luther	111.00
Decatur to A. O. Smith	108.52
Decatur to Federal	121.62
Federal to Luther	21.79
A. O. Smith to Luther	8.69
Moberly to Luther	141.00
Moberly to Ewing Ave.	146.00
Charleston Yd. Office to Luther	134.00
Madison Yd. Office to Luther	5.46
Decatur to Luther via Federal	143.41
Decatur to Luther via A. O. Smith	117.21

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Coapman Yard to Luther Yard

10.24

Section 13

(a) The labor protective conditions set forth in the New York Dock Railway Control, Brooklyn East District 360 ICC 60 (1979) (New York Dock) imposed by the Interstate Commerce Commission in Finance Docket 29430 (Sub No. 1) and related proceedings, shall be applicable to both road and yard engineers determined to be "displaced employees" or "dismissed employees" as a result of the coordinated operation as set forth herein.

(b) The potential earnings of yard and/or road engineer assignments operating at or out of the home terminals of the engineers protecting coordinated service or within a thirty (30) mile radius therefrom, will be posted in \$50.00 increments by the Carriers to be used as a guide for engineers to evaluate seniority and compensation. Such information will be only for the guidance of protected engineers and will not be construed as a guarantee that any assignment will earn the amounts specified.

Section 14

(a) In order that the provisions of the first proviso set forth in Article I, Section 3 of the conditions contained in New York Dock may be properly administered, each engineer determined to be a "displaced employee" or a "dismissed employee" as a result of this Agreement who also is otherwise eligible for protective benefits and conditions under some other job security or other protective conditions or arrangements shall, within ten (10) days after having established "displaced" or "dismissed" status under the conditions set forth in New York Dock, elect between the benefits under such other arrangement and this Appendix 1J. This election shall not serve to alter or affect any application of the substantive provisions of Article I, Section 3 of the conditions contained in New York Dock.

(b) In the event an engineer fails to make such election within the said ten (10) day period, he shall continue to be entitled to the protective benefits under the provisions of such other protective conditions or arrangement and will not be subject to the protective benefits of this Appendix 1J.

(c) There shall be no duplication of protective benefits receivable by any engineer under this Appendix 1J and any other agreement or protective arrangement.

(d) If, subsequent to the effective date of the

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coordination described herein, Carrier officers, supervisory officials or organization representatives exercise seniority rights in road and/or yard service, then, during the period such seniority is exercised, such persons who meet the definitions of "displaced" or "dismissed" employees in the New York Dock Conditions shall be entitled to the same protection afforded engineers in road or yard service in which such seniority is exercised. When determining the "average monthly compensation" for such engineers, it is understood that:

1. As to "full time" organization representatives, Carrier officers and supervisory officials who do not work in the class or classes in which they hold seniority while holding office, will have his average monthly compensation and average monthly time paid for calculated by taking the average of the average monthly compensation and average monthly time paid for of the two (2) protected engineers immediately above and below him on the same seniority roster provided he does not work in his craft twelve (12) months prior to being adversely affected.
2. As to other than "full time" organization representatives, their "average monthly compensation" will first be arrived at by determining the individual's average monthly compensation during the last twelve (12) months in which he performed service immediately preceding his displacement. The "average monthly compensation" as thus determined will then be increased by the amount of 1.2 basic days' pay at the rate of service in which engaged at the time the individual laid off for each date on which the individual lost time (or, in the case of an extra engineer, was laying off) to participate in organization business.
3. The dates, and rate of pay applicable to each, on which the individual lost time (or, in the case of an extra engineer, was laying off) in order to participate in organization business will be certified by the individual involved and by an officer of his organization and furnished to the designated officer of the Carrier.

(e) If, subsequent to the effective date of this Appendix 1J, officials or supervisory personnel exercise seniority rights in the craft or class of employees protected by this Appendix 1J, no engineers subject to this Agreement shall be deprived of the protection afforded herein.

Appendix 1

Section 15

(a) Each "dismissed employee" shall submit to the Carrier a claim with the following information for the month in which he is claiming benefits on a form (sample to be attached) provided by the Carrier and in accordance with the applicable claim or grievance procedures for handling protective conditions.

1. The day(s) claimed by such employee under any unemployment insurance act.
2. The day(s) each such employee worked in other employment, the name and address of the employer and the gross earnings made by the "dismissed employee" in such other employment.

(b) In the event an employee referred to in this Section is entitled to unemployment benefits under applicable law but forfeits such unemployment benefits under any unemployment insurance law because of failure to file for such unemployment benefits (unless prevented from doing so by sickness or other valid causes) he shall be considered the same as if he had filed for, and received, such unemployment benefits.

(c) If the employee referred to in this Appendix 1J has nothing to report under this Appendix 1J account not being entitled to benefits under any unemployment insurance law and having no earnings from any other employment, such employee shall submit, within the time period provided for in Section (a) of this Section the appropriate form stating "Nothing to Report."

Section 16

An employee whose job is abolished as a result of the transaction or who is displaced by such an employee and becomes unable to secure a position through the exercise of seniority under existing agreements and is eligible to receive a dismissal allowance, may be offered a position by the Carriers in their craft (every effort to be made to limit such offers to adjacent seniority districts). Such employee shall be given thirty (30) days' notice of such offer and must elect one of the following options prior to the expiration of the notice:

1. To accept the offer;
2. Resign from all service and accept a lump sum payment computed in accordance with Section 9 of

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the Washington Job Protection Agreement of May 1936; or

3. To be furloughed without protection during the furlough.

In the event an employee fails to make such an election, he shall be considered to have exercised option 3.

Employees accepting a job offer pursuant to this Section requiring a change of resident will be subject to the moving and real estate expenses provided in Sections 9 and 12 of the New York Dock Conditions. Employees accepting the offer will be ranked on the appropriate roster as of the date of acceptance.

Employees transferred to other rosters pursuant to this Section will retain seniority rights and recall rights on their previous rosters. If recalled, they shall accept such recall in accordance with the appropriate Agreement or forfeit all seniority on their previous roster. If they accept such recall, they shall forfeit all seniority on the roster to which they have previously accepted transfer. The application of this paragraph shall not involve any expense to the Carrier for moving or real estate costs, or otherwise, unless the employee is furloughed within three years after changing his point of employment, in which case the provisions of Section 9 of Article I of New York Dock will apply.

NOTE: This Section has no application to an employee (engineer) who is eligible to exercise seniority in any other craft or class in which he holds seniority.

Section 17

The signatory parties are in accord that any inadvertent errors, omissions or inclusion in this Appendix 1J, including attachments thereto recognized by both parties as being inconsistent with the purpose and intent of this Appendix 1J, will be corrected included or deleted as the case may be, to properly reflect the understanding reached through negotiations.

Section 18

This Appendix 1J does not impose any restrictions that did not exist on April 2, 1982 or May 6, 1982 on work rights of any other assignments operating within or through the territory covered by this agreement.

Appendix 1

K. ARGOS-DILLON-PINE-SOUTH BEND-WAKARUSA COORDINATION

Section 1

A regularly assigned road switch local(s) manned by former Gary District and/or Huntington-Maumee-Delta Districts (former Wabash) engineers may, subject to the terms of this Section K, operate a train in turnaround local freight service, Argos-Dillon-Wakarusa, home terminal Argos, over the Michigan City District in the territory between Argos and Dillon. When any engineer is a former Gary District and/or Huntington-Maumee-Delta Districts (former Wabash) engineer, such engineer will be limited to the following:

(a) Former Gary District and/or Huntington-Maumee-Delta District engineers will not perform switching at Argos but may be required to perform the necessary switching of cars destined to the former Gary District in connection with making up their own train.

Cars other than those to go forward in their train will not otherwise be switched or classified for any purpose.

(b) Former Gary District and/or Huntington-Maumee-Delta District engineers assigned to Argos-Dillon-Wakarusa local service will not be required to pick up and/or set out cars between Argos and Dillon. Engineers assigned to this service may be required to pick up and/or set out bad order cars provided bad order cars picked up were set out by engineers assigned to this service.

(c) Former Gary District and Huntington-Maumee-Delta District engineers assigned to this service will not switch the Kingsbury Ordinance Plant except during the period a former Gary District engineer is assigned to recover their equity under Appendix 1I.

(d) Engineers required to perform service beyond the limitations prescribed in (a), (b), and (c), above, will be allowed one additional day's pay without deduction. Also, the engineer who stood to perform the work will be allowed a day's pay in addition to all other earnings.

(e) The above is modified as follows:

1. Assignments reporting at Argos may perform service in territory encompassing Argos - South Bend - Michigan City.

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2. Assignments reporting at Argos may service the Lobdell-Emery Auto Parts Plant west of Argos on the Chicago District. Engineers not holding seniority on the Chicago District will not gain seniority on that district by virtue of this Article.
3. Engineers on assignments reporting at Argos will receive the 5 day road switcher rate of pay.

It is understood the above restrictions will apply so long as former Gary District and/or Huntington-Maumee-Delta engineers are working in this service.

Section 2

(a) Gary District prior rights engineers shall retain prior rights to the service provided for in this agreement. Engineers hired on the Huntington-Maumee-Delta Seniority Districts subsequent to July 1, 1974 will not acquire any rights to the service provided for in this agreement.

(b) When for any reason a former Gary District and/or Huntington-Maumee-Delta District engineer does not protect engineer positions on Argos-Dillon-Pine- Wakarusa turnaround switch local(s), the engineer's vacancy thereon will be filled from the IMC District (NKP) roster for the craft in accordance with Articles 25 and 26.

(c) Employees may operate a train in turnaround local freight service, Argos-Dillon-Pine-South Bend-Wakarusa, home terminal Argos, over the Michigan City District in territory between Argos and Dillon, over former Gary District between Dillon and Wakarusa, and over former NJI&I between Pine and South Bend.

(d) Filling of any engineer assignment reporting at South Bend, Indiana.

1. Former Gary District engineers will retain prior rights to service on engineer assignments at South Bend.
2. Engineers with seniority on the IMC District as designated on Roster No. 350 will have rights to such assignments.

Appendix 1

3. In the event no bids are received for a vacancy on an engineer assignment at South Bend, the vacancy will be filled in the following manner.
 - (a) Junior demoted engineer working on the IMC District.
 - (b) Junior demoted engineer working at Ft. Wayne on either the "F" or New Castle Districts.
4. Temporary engineer vacancies at South Bend will be filled in the following manner.
 - (a) IMC engineers extra board at Argos.
 - (b) Junior demoted engineer assigned on the IMC.
 - (c) Ft. Wayne "F" District engineers' extra board.
 - (d) New Castle District engineers' extra board.

Section 3

(a) All engineer temporary vacancies on such road switch local(s) will be filled by former IMC (former NKP) Seniority District employees.

(b) During any period when IMC District roster employees are manning all positions in the Argos-Dillon-Wakarusa service, such crew may be required to perform the same local service as any other crew operating over the IMC District.

Section 4

Extra crews and/or work trains on that part of Gary District between Dillon and Wakarusa will be manned by former IMC District (former NKP) Seniority District employees.

Section 5

(a) When necessary to provide a relief crew for a crew on such road switch local(s) by reason of the Hours of Service Act, employees for the former IMC District (former NKP) Seniority District will be used.

Section 6 - Learning the Territory

A former Wabash engineer or a former NKP engineer, who, by reason of the operation of schedule agreements and this Appendix 1K, takes assignment on a job working in territory

Appendix 1

between Argos-Dillon and Wakarusa with which he is not now familiar will not be required to lose time or utilize off duty time for the purpose of learning the territory with which he is not now familiar.

An engineer will be furnished to pilot an engineer who entered the service on his present seniority district prior to July 1, 1974 over that portion of the road which is not on his present seniority district until such engineer has made three (3) round trips over that portion of the territory. In the event an engineer who has made three (3) round trips over the territory desires further assistance in learning the road, he will be accompanied by a road foreman of engines who has either worked in engine service on the territory or who has been assigned on the territory for six (6) months, if available, otherwise by an engineer who is qualified over the territory.

Section 7 - Schedule Agreements Applicable

Except as provided elsewhere in this Appendix 1K, and as may otherwise be appropriate in order to give full effect to the provisions of this Appendix 1K, employees involved will be subject to this Agreement.

Section 8

(a) In order that the provisions of the first proviso set forth in Article I, Section 3, of the conditions contained in Oregon Short Line III may be properly administered, each engineer determined to be a "displaced employee" or a "dismissed employee" as a result of this Appendix 1K who also is otherwise eligible for protective benefits and condition under some other job security or other protective conditions or arrangements shall, within ten (10) days after having established "displaced" or "dismissed" status under the conditions set forth in Oregon Short Line III, elect between the benefits under such other arrangement and this Appendix 1K. This election shall not serve to alter or affect any application of the substantive provisions of Article I, Section 3, of Oregon Short Line III Conditions.

(b) In the event an employee fails to make such election within the said ten (10) day period, he shall continue to be entitled to the protective benefits under the provisions of such other protective conditions or arrangement, and will not be subject to the protective benefits of this Appendix 1K.

(c) There shall be no duplication of protective benefits receivable by any employee under this Appendix 1K and any other agreement or protective arrangement.

Appendix 1

(d) In the application of "Protective Conditions," any employee whose regular assignment is abolished on or about July 1, 1974 as a result of this transaction plus all employees who are in turn displaced by such employees, will be recognized as having established a valid basis for protective benefits if "placed in a worse position with respect to his compensation." The foregoing is not intended to imply automatic certification to employees so recognized.

Section 9

(a) Each "displaced" or "dismissed employee" shall submit to the Carrier a claim with the following information for the month in which he is claiming benefits on a form provided by the Carrier and in accordance with the applicable procedures for handling protective claims:

1. The day(s) claimed by such employee under any unemployment insurance act.
2. The day(s) each such engineer worked in other employment, the name and address of the employer and the gross earnings made by the "dismissed employee" in such other employment.

NOTE: The above paragraphs numbered 1 and 2 only apply to "dismissed employees."

(b) In the event an employee referred to in this Appendix 1K is entitled to unemployment benefits under applicable law but forfeits such unemployment benefits under any unemployment insurance law because of failure to file for such unemployment benefits (unless prevented from doing so by sickness or other valid causes) he shall be considered the same as if he had filed for, and received, such unemployment benefits.

(c) If the employee referred to in this Appendix 1K has nothing to report under this Section account not being entitled to benefits under any unemployment insurance law and having no earnings from any other employment, such employee shall submit, within the time period provided for in Section 9(a) and the applicable procedure for handling protective claims, the appropriate form stating "Nothing to Report".

APPENDIX 2

INTERDIVISIONAL AGREEMENTS

A. DECATUR, ILLINOIS - PERU, INDIANA

Section 1

Engineers holding rights on the Second District will be entitled to 58.72% and engineers holding rights on the Ninth District will be entitled to 41.28% of the total actual miles made on the joint runs in pool freight service operated in the territory between Decatur and Peru. Engineers from each class of service involved will be assigned to such joint service on that percentage basis. Whenever the men in either class of service on one district obtain in excess of 5,000 miles above their percentage allotment an adjustment will at once be made by the division officers and committees by either reducing the number of crews assigned from the district having the overmileage or by increasing the number of assigned crews from the district having the undermileage or both.

For the purpose of equalizing the mileage on the joint runs operated over the Second and Ninth Districts the company will, not later than the tenth day of each month, furnish to the General and Local Chairmen involved a complete check of the actual miles made during the preceding month on the joint runs on each district by the men assigned from the various classes.

Section 2

Regular crews will be assigned to all regular road switch runs.

Section 3

Peru will be considered the home terminal for Peru Division crews, and Decatur the home terminal for Decatur Division crews in this service.

Section 4

Engineers will not be permitted to lay off at other than their home terminal, except in bonafide emergency cases, and under such circumstances the vacancy will be filled as soon as practicable from the roster on which the employee laying off holds seniority. An engineer laying off under the circumstances as outlined in this paragraph will, when reporting for work, be required to take assignment at his home

terminal.

Section 5

Each seniority pool will consist of the assignment of a sufficient number of engineer crews to properly take care of the traffic and jointly take care of the active turns to provide an average between 3300 and 4000 miles per month for train crews, and an average between 3200 and 3800 miles per month for engineer crews.

Section 6

Provide inactive boards at Decatur for Decatur crews and at Peru for Peru crews, the total number of pool freight crews assigned to be determined as provided in Section 5. The company will regulate the number of active turns, and the quota for the inactive boards will be the difference between the number of active turns and the crews assigned.

The quota will not be changed at other than the fifteen day checking period without conference with Local Chairman.

Section 7

When the active board has been exhausted at either terminal and it is necessary to dispatch a crew, the crew first out on the inactive board will be used and marked at the foot of the active board at the opposite terminal on arrival, the crew first out from the terminal where crew was dispatched from inactive board will be deadheaded to home terminal on the first train called at or after the time the crew called from the inactive board reports for duty, and paid in accordance with deadhead rules. In the event that active, and inactive board at either terminal is exhausted and it is necessary to use an extra crew, or crews from another district, such crew on its arrival at opposite terminal will be deadheaded back to terminal from which used regardless of turn and paid in accordance with deadhead rules.

Extra engineers deadheaded back to terminal where dispatched from, will be marked up for service on arrival. (Revised by Memorandum of Agreement signed August 6, 1975)

Section 8

Extra engineers from the seniority district on which the service is performed will be used on unassigned work trains, wreck trains, and where the service is to be confined to one seniority territory, on circus trains, in exclusive snow plow service and unassigned divisional freight trains.

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In dispatching engineers to relieve any train and/or engine crew en route due to the Hours of Service Act, the following will govern:

(a) If relief engineer is to be dispatched through Tilton, interdivisional train and/or engine crew will be used.

(b) If relief engineer is to be dispatched exclusively on one district, made-up engineer crew from that district will be used.

Where a wrecker from the other district or from another railroad is used, an interseniority crew may handle the wrecker to and work at the wreck until a made-up (extra) engineer crew (which will be sent promptly) from the district on which the wreck occurred reaches the wreck. An interseniority crew may pick up and handle the wrecker from the scene of the wreck to the point from which it was originally obtained or to the terminal.

The foregoing will not preclude a made-up crew from the other seniority district already used to handle the wrecker, handling such wrecker to and working at a second wreck on the other seniority district until a made-up (extra) crew (which will be sent promptly) from the district the wreck occurred reaches the wreck, and does not modify or in any way restrict the right of the Carrier to require road crews in other classes of service to perform work train service en route. (Revised by Memorandum of Agreement signed March 27, 1973)

Section 9

The actual miles made by each individual engineer will be shown in addition to the miles paid for and furnished each Local Chairman every fifteen days, and the force will be regulated accordingly.

Section 10

For the information of engineers, the crews that are due to arrive at terminals will be listed at the yard office and roundhouse when the consists are received, and if information relative to same is requested, such information will be furnished.

Section 11

Appendix 2

For the purpose of equalizing the mileage between Peru engineers and Decatur engineers, as provided in Section 1 above, only actual line miles run or for which paid, not including any arbitraries or special allowances, will be used.

Section 12

The provisions of Section 11, above, do not change the mileage regulation provisions. All calculations, as referred to therein, will continue to be based on total miles or the equivalent thereof for which paid.

Section 13

(a) Where due to a damaged or defective condition of an engine en route with a train, another engine is dispatched light from the pool freight terminal to handle the train involved to its objective terminal, engine crews will remain with the engine on which dispatched, provided they are in the same class of service and assigned on the same territory. If not in the same class of service and assigned on the same territory, the crew which had been handling the train will continue with the train, unless otherwise relieved.

(b) Where the situation outlined in Paragraph (a), above, occurs on the Decatur-Peru territory, in calling a crew to man the light engine dispatched out of the pool freight terminal, the same crew will be called as if a crew was being called to handle a train to the opposite terminal, except that:

(1) Where the light engine is being operated out of Decatur to Tilton, or to a point between Decatur to Tilton, to relieve a damaged or defective engine on a westbound train, the light engine will be manned by a Decatur Division crew assigned in the Decatur-Peru pool.

(2) Where the light engine is being operated out of Peru to Tilton, or to a point between Peru and Tilton, to relieve a damaged or defective engine on an eastbound train, the light engine will be manned by a Montpelier Division crew assigned in the Decatur-Peru pool.

Appendix 2

B. LIMA, OHIO - BELLEVUE, OHIO JOINT POOL AGREEMENT

Section 1

When engineer crews are called according to their respective home district agreements, no exception shall be taken and no claims made as a result such procedure would have upon the following engineers, regardless of which district following engineers are at home.

Section 2

(a) The total number of engineers in the Lima-Bellevue Pool shall be adjusted to properly protect the service as well as the mileage limitations.

(b) Active and inactive boards shall be maintained at Lima and at Bellevue. F District engineers arriving Lima District engineers arriving Bellevue will be marked on the active board. F District engineers arriving Bellevue and Lima District engineers arriving Lima will be marked on the inactive board. At any time that more than two engineers accumulate on the inactive board, the engineer first out on such board will be placed last out on the active board.

(1) During the period 12:01 A.M. on the 11th of each month to 12:01 A.M. on the 21st of the same month, the following will govern: "At any time that more than three engineers accumulate on the inactive board, the engineer first out on such board will be placed last out on the active board."

(2) If the adjustment of engineers on the inactive board as provided in paragraph (a) above does not equalize the mileage due the engineers of each district according to this Appendix 2B covering the division of work, further effort will be made by division officers to do so by deviating from the specific dates of change as provided in paragraph (a).

(c) Engineers will be called from the active board. When there is none available on the active board they will be called from the inactive board.

(d) For the purpose of this agreement the railroad designates Lima as the home terminal for Lima District crews and Bellevue as the home terminal for F District crews. Section 14 of Agreement of August 11th, 1948, will not apply

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to crews in the Lima-Bellevue pool unless they are held at the away-from-home-terminal 24 hours or more. If held full 24 hours, 8 hours held away from home time will be allowed. No allowance will be made between 16th and 24th hour held away from home to engineer crews in Lima-Bellevue pool. No allowance of held away from home time will be made to Bellevue extra engineers used in L. E. & W. crews nor to Lima extra engineers used on Bellevue crews.

(e) Paragraph C of Article 34 of Agreement between New York, Chicago and St. Louis Railroad Company and Engineers and Firemen of L. E. & W. District will not apply to engine crews in Lima-Bellevue pool during period of time this memorandum of agreement is in effect.

Section 3

When a freight train is to be called one and one-half hours or less ahead of a passenger train on which an engineer is to be deadheaded, both engineers will be called for the same time and the engineer first-out will get the deadhead and be allowed to deadhead on the passenger train.

Section 4

Turnaround service and light engines which operate exclusively between Lima and Fostoria (Blair) will be manned by Lima District extra engineers. If extra men are not available the crew first out in the Lima-Bellevue consolidated pool will be used.

Work trains which operate in the Lima-Fostoria (Blair) territory will be manned by Lima District engineers under the agreements. If it is known that the engineer is to operate through between Lima and Bellevue when call is placed the engineer first out in the Lima-Bellevue consolidated pool will be used.

Light engines operated through between Lima and Bellevue will be manned by the engineer first out in the Lima-Bellevue consolidated pool.

Extra Passenger trains operated out of Lima or Bellevue will be manned by the engineer first out in the Lima-Bellevue consolidated pool except if operated exclusively in the Lima-Fostoria (Blair) territory, Lima District extra engineers will be used.

Appendix 2

C. MOBERLY, MISSOURI - DECATUR, ILLINOIS THROUGH HANNIBAL, MISSOURI

Section 1 - Equalization of Mileage

(a) Moberly Division engineers will be entitled to 32.23% and Decatur Division engineers will be entitled to 67.77% of the total miles on the interdistrict runs in pool freight service operated in the territory between Decatur and Moberly. Engineers from each class of service (engineers and firemen) will be assigned to such interdistrict service on that percentage basis.

(b) Whenever the engineer crews of one division accumulate in excess of 3,500 miles above their percentage allotment, an adjustment will be made by the division officers and the local committees by reducing the number of engineer crews assigned from the division having the over mileage or by increasing the number of engineer crews assigned from the division having the under mileage, or both.

(c) For the purpose of equalizing the mileage in this interdistrict service, the Company will furnish the local chairmen a statement showing the actual miles run by engineer crews in interdistrict service not later than the 20th day (showing actual miles run during the first 15 days of that month) and the 5th day of the calendar month (showing actual miles run during the period 16th to include the last day of the preceding calendar month). Copy of these statements will also be furnished to the general chairmen of the B.L.E.

The above statements will be used as the basis for making the adjustments referred to in Paragraph (b), above, and such adjustments will be made promptly following receipt of the mileage statements.

Section 2 - The Interdivisional Seniority Pools

(a) Each divisional seniority pool will consist of the assignment of a sufficient number of engine crews to properly take care of the traffic and jointly take care of the active turns to provide an average of between 3,200 and 3,800 miles per month for engine crews.

(b) For the purposes of adjusting the number of engine crews to be assigned in accordance with Section 2(a), the Carrier will furnish the local and general chairmen involved in each of the interested organization a statement of the total miles made by engine crews in interdistrict service during each of the periods described in Section 1(c) at the

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same time the statement provided for in Section 1(c) is furnished. Any exceptions to such statement must be registered and reconciled before any adjustment in the number of engine crews assigned in accordance with Section 2(a) is made.

(c) Method of handling engine crews when such changes are to be made may be agreed upon by the local chairmen and division officers.

Section 3 - Home Terminals

The home terminal for Moberly Division engineers assigned in this interdistrict service will be Moberly, the away-from-home-terminal, Decatur. The home terminal for Decatur Division engineers assigned in this interdistrict service will be Decatur, the away-from-home-terminal, Moberly.

Section 4 - Active and Inactive Boards

(a) Inactive boards will be provided at Decatur for Decatur District engineers and at Moberly for Moberly District engineers. The total number of engine crews to be assigned to be determined as provided in Section 2. The Company will regulate the number of active turns. The quota for the inactive boards will be the difference between the number of active turns and the engine crews assigned. The quota will not be changed at other than the semi-monthly checking period without conference with the local chairmen.

(b) Engine crews (turns) arriving at their away-from-home-terminal will be placed on the bottom of the active board in the order of their arrival.

(c) Engine crews (turns) arriving at their home terminal will be placed at the bottom of the inactive board in the order of their arrival and will, if the number of engine crews on that board exceed the quota of inactive board, move the first out inactive engine crew to the bottom of the active board.

Section 5 - Dispatching Engineers Assigned in The Interdivisional Pools

(a) Engine Crews will be called in turn from the active board at home terminals provided they will have full rest under the Hours of Service Act at the time they will be required to report for duty.

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(b) Engine crews will be called in turn from the active board at away-from-home terminals provided they will have eight (8) hours to work under the Hours of Service Act at the time they will be required to report for duty.

(c) In the event there is no crew on the active board with the time to work provided for in Paragraph (a) or (b), above, whichever is applicable, at the time it is necessary to call an engineer for an interdistrict interseniority district pool freight train, the engineer first out on the inactive board with the work time provided for in paragraph (a), above, will be used and marked at the foot of the active board at the opposite terminal on arrival, and the engineer first out from the terminal where the engineer was called from the inactive board will be deadheaded to home terminal on the first train called at or after the time the engineer called from the inactive board reports for duty, and paid in accordance with deadhead articles.

Note: The phrase "at the time it is necessary to call an engineer," as used in Paragraph (c), means one (1) hour and thirty (30) minutes prior to the time for which the train is ordered. (Revised by Memorandum of Agreements signed August 6, 1975)

(d) In the event no engine crew on either the active or inactive board has the work time provided for in Paragraph (a) or (b), above, whichever is applicable, and it is necessary to use an extra engine crew or an engine crew from another district on an interdistrict pool freight train, such engine crew on arrival at the opposite terminal, will be deadheaded back to terminal from which used, regardless of turn, and paid in accordance with deadhead articles and will be marked up for service on arrival.

Section 6 - Interdivisional Engineers Performing Service En Route

(a) Pick Up And/Or Set Out Allowance:

A calendar day is a 24-hour period computed from 12:01 a.m.

Interdivisional men required to perform service prohibited by this section will be paid 100 miles at the through freight rate in addition to all other allowances for the trip.

- (1) If an interdistrict crew is delayed at Hannibal more than thirty (30) minutes, men will be paid for all time delayed at that point on an actual minute

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basis at the rate paid them for the trip and in addition to other earnings for the trip. Time delayed to be the elapsed time between the time train stops at Hannibal Yard for the purpose of adding cars to or removing cars from the train until the time the train starts to move in resuming its road trip.

(b) Short Work:

Hannibal shall be considered neutral territory in the application of this Paragraph (b), and it will not be a violation of this paragraph for a crew to handle cars between intermediate points on either division and Hannibal or vice versa.

Section 7 - Wreck Train Service

Wreck trains will be manned by made-up (extra) engineer crews from the district on which the wreck occurs; except where a wrecker from the other district or from another railroad is used, an interdistrict engineer crew may handle the wrecker to and work at the wreck until a made-up (extra) engineer crew (which will be sent promptly) from the district on which the wreck occurred reaches the wreck. An interdistrict engineer crew may pick up and handle the wrecker from the scene of the wreck to the point from which it was originally obtained or to the terminal. (Revised by Memorandum of Agreement signed June 7, 1967)

Section 8 - Miscellaneous Service

(a) Except as may be otherwise agreed, made up (extra) engineer crews from the seniority district on which the service is performed will be used on unassigned work trains (other than wreck trains), and where the service is to be confined to one seniority territory on circus trains, in exclusive snow plow service and unassigned divisional freight trains.

(b) In dispatching an engineer to relieve an interdistrict pool freight engineer crew en route due to the Hours of Service Act, the following will govern:

- (1) If relief engineer is to be dispatched through Hannibal, interdistrict engineer crew will be used.
- (2) If relief engineer is to be dispatched exclusively on one district, made up engineer crew from that district will be used.

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- (c) Engineer crew on unassigned divisional freight trains required to set out, pick up or do station switching at a station or stations in territory over which an assigned local is not operated in the same direction on the day on which that service is performed will be paid at the local freight rates irrespective of the conversion articles in applicable schedules.

(d) Nothing herein shall preclude the establishment of a 10th District freight pool to operate in the territory between Decatur and Hannibal or a 12th district freight pool to operate in the territory between Moberly and Hannibal should the business be such that a crew or crews assigned in such pool freight service will average between 3,200 and 3,800 miles per month for engine crews and 3,300 miles or more per month for conductors.

(e) Interdivisional pool engineer crews will be used on extra passenger trains operated through Hannibal, and such engineer crews will run through Hannibal.

Section 9 - Deadheading between Terminals

(a) Engineers assigned on or used in interdistrict service, deadheaded by order of the Company from Decatur to Moberly, or vice versa, will, on request, be permitted to deadhead on passenger trains via St. Louis if time is not a factor. Mileage via Hannibal will be allowed for deadheading where the engineers request and are granted permission to deadhead via St. Louis.

Section 10 - Laying Off

(a) Engineers assigned in or used in interdistrict service will not be permitted to lay off at other than their home terminal, except in bona fide emergency cases, and under such circumstances the vacancy will be filled as soon as practicable from the roster on which the engineer laying off holds seniority. An engineer laying off under the circumstances described herein will, when reporting for work, be required to do so at his home terminal.

(b) In case of an engineer laying off at the away-from-home-terminal in emergency, when there is insufficient time to furnish an extra engineer from the roster on which the man laying off holds seniority, an extra engineer from the engineers' extra board, at the terminal at which the man laid off, will be used if available.

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Section 11 - Information to Employees

For the information of engineers, crews that are due to arrive at terminals will be listed at the yard office or roundhouse when the train lists are received, and if information relative to same is requested, such information will be furnished.

Section 12 - Locker And Washroom Facilities

A sufficient number of lockers will be furnished at Moberly and Decatur to accommodate engineer crews at away-from-home-terminals. Showers, washroom and toilet facilities will be made available to employees in interdistrict service at their away-from-home- terminal.

Section 13 - Existing Schedule Agreements

This Appendix 2C does not change or affect any of the present schedule articles except to the extent necessary to give effect to the provisions hereof.

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D. PERU, INDIANA - BELLEVUE, OHIO

Section 1 - Equalization of Mileage

(a) Former Nickel Plate engineers will be entitled to 50% and former Wabash engineers will be entitled to 50% of the total miles operated by Peru-Bellevue runs. For the purpose of equalizing mileage between the engineers from the former roads the distance between Peru and Bellevue is 180 miles.

(b) Whenever the engineer crews of one former road accumulate in excess of 3,500 miles above their percentage allotment, an adjustment will be made by the division officers and the local committees by reducing the engineer crews assigned from the former road having the over mileage or by increasing the number of engineers assigned from the former road having the under mileage, or both.

(c) For the purpose of equalizing the mileage in this service, the company will furnish a statement showing the miles, as set out in Section 1(a), run by engineer crews in this pool not later than the 20th day (showing miles, as set out in Section 1(a), run during the first 15 days of that month) and the 5th day of the calendar month (showing miles, as set out in Section 1(a), run during the period 16th to include the last day of the preceding calendar month). Copy of these statements will be furnished the local and general chairmen of the BLE for engineer crews. The above statements will be used as the basis for making the adjustments referred to in paragraph (b) above, and such adjustments will be made promptly following receipt of the mileage statements.

(d) (1) Each former road's seniority pool will consist of the assignment of a sufficient number of engineer crews to properly take care of the traffic and jointly take care of the active turns.

(2) Adjustments in the number of crews in each former road's seniority pool will be made in accordance with schedule agreements and practices applicable to the employees of the former road furnishing the crew for the pool.

(e) For the purpose of adjusting the number of engineer crews to be assigned in accordance with Section 1(d) the Carrier will furnish the local and general chairmen involved in each of the interested organizations a statement of the total miles made by engineer crews during the first fifteen (15) days of the calendar month and during the period 16th of

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the month to and including the last day of the calendar month.

These statements will be furnished by the 20th and 5th calendar days of the month, respectively. Any exceptions to such statement must be registered and reconciled before any adjustment in the number of crews assigned is made.

EXCEPTION: Notwithstanding the provisions of Section 1 above, until such time as there is a total of 12 crews assigned in this pool additional crews may be added by management as traffic justifies without regard to mileage made or checking periods subject to the requirement that crews be added in increments of two (1 former Wabash and 1 former NKP).

While this exception is being applied, an employee while occupying an assignment in the Peru-Bellevue pool will, for the purposes of the January 10, 1962 Employee Protection Agreement, be treated as having a "test period" "average monthly compensation" of not less than the equivalent of 3,500 miles.

(f) Former Nickel Plate's crews will be manned from engineers on former Nickel Plate's seniority rosters as designated by the respective organizations representing former Nickel Plate's employees.

Former Wabash's crews will be manned from engineers on former Wabash's seniority rosters as designated by the respective organizations representing former Wabash's employees.

(g) When a change is made in the number of crews in the pool or in the number of active turns such change will be made at 2:00 p.m. If a crew to be removed from the pool is on the active board at the time specified, such crew will not be removed until it has made a trip and returns to the home terminal.

Section 2 - Home Terminals

(a) Former Wabash's engineers will have home terminal at Peru.

(b) Former Nickel Plate's engineers will have home terminal at Bellevue.

Section 3 - Active and Inactive Boards

(a) Active and inactive boards shall be maintained at Bellevue and Peru.

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(b) Former Nickel Plate's engineers arriving Peru will be marked at the foot of the active board in the order of their arrival.

(c) Former Wabash's engineers arriving Bellevue will be marked at the foot of the active board in the order of their arrival.

(d) Engineers arriving at their home terminal will be marked at the foot of the inactive board in the order of their arrival and will, if the number of engineers on that board exceed the quota of that inactive board, move the first out inactive engineers to the bottom of the active board.

(e) The total number of engineers to be assigned to be determined as provided in Section 1. The Company will regulate the number of active turns. The quota for the inactive boards will be the difference between the number of active turns and the number of crews assigned. The quota will not be changed at other than the semi-monthly checking period without conference with the local chairmen.

Section 4 - Dispatching Crews

(a) Engineers will be called in turn from the active board at home terminals provided they will have full rest under the Hours of Service Act at the time they will be required to report for duty.

(b) Engineers will be called in turn from the active board at any away-from-home-terminals provided they will have eight (8) hours to work under the Hours of Service Act at the time they will be required to report for duty.

(c) In the event there is no engineer on the active board with the time to work provided for in Paragraph (a) or (b), above, whichever is applicable, at the time it is necessary to call an engineer, the engineer first out on the inactive board with the work time provided for in Paragraph (a), above, will be used and marked at the foot of the active board at the opposite terminal on arrival, and following such arrival, the engineer first out at such opposite terminal having home terminal at point from which engineer was dispatched from inactive board will be deadheaded to the home terminal on first available train and paid in accordance with deadhead articles.

NOTE: The phrase "at the time it is necessary to call an engineer," as used in Paragraph (c), means one (1) hour and thirty (30) minutes prior to the time for which the train is ordered.

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(d) In the event no engineer on either the active or inactive board has the work time provided for in Paragraph (a) or (b), above, whichever is applicable, and it is necessary to use an extra engineer, such engineer on arrival at the opposite terminal, will be deadheaded back to terminal from which used, regardless of turn, and paid in accordance with deadhead articles and will be marked up for service on arrival. In event the train cannot be manned in accordance with the foregoing, then the engineer standing first out on the active board will be used.

Section 5 - Work, Wreck or Construction Service

Crews in this pool will not be used in work or construction service. Crews in this pool will not be used in wreck train service except; (1) in connection with an accident involving their own train, (2) to assist in connection with an accident to another train which would prevent the movement of the Peru-Bellevue pool crew's train, and (3) may be dispatched in wreck train service for wrecking service on the Peru-Bellevue line if there is no other rested crew available to be used and rested extra men are not available from which to make up a crew; if so used, the crew first out will be used and will be relieved as soon as a rested crew can relieve them and be returned to their home terminal.

Section 6 - Peru-Bellevue Crews Performing Service En Route

(1) In order to facilitate the handling of cars set off and to be picked up at Ft. Wayne, the switching limits for all yard crews at Ft. Wayne are extended eastward on both the Montpelier and the Toledo line of former Wabash to a point 1.5 miles east of the crossing of former Wabash and Nickel Plate lines at New Haven. It is understood that the "four (4) miles" provision of Article 6 of the May 23, 1952 National Agreements with employees represented by the BLE, will be measured from a point 1,600 feet east of mile post Detroit 143 in event those agreement provisions should be invoked with regard to a new industry locating on former Wabash lines east of that point.

(2) Peru-Bellevue engineers required to perform service in violation of the applicable National Agreements when making a pick up or set out at points where yard crews are employed will be paid one day at yard rates in addition to all other allowances for the trip.

Section 7 - Relief Crews

In dispatching a crew to relieve a Peru-Bellevue pool crew, en route, due to the Hours of Service Act, the following will govern:

Appendix 2

- (1) If relief engineer is to be dispatched through Ft. Wayne a Peru-Bellevue pool engineer will be used.
- (2) If relief engineer is to be used exclusively on the territory Peru-Ft. Wayne a former Wabash engineer will be used. If the relief engineer is to be used exclusively in the territory Ft. Wayne-Bellevue a former Nickel Plate engineer will be used.

Section 8 - Learning the Road

(a) An engineer with seniority date on or before December 21, 1964 will be furnished to pilot an engineer over that portion of the road with which such engineer is not now familiar until such engineer has made five (5) round trips over that portion of the territory with which he is not now familiar. In event an engineer who has made five (5) round trips over the territory desires further assistance in learning the road, he will be accompanied by a Road Foreman of Engines or an Assistant Road Foreman of Engines who has either worked in engine service on the territory or who has been assigned on the territory for six (6) months, if available; otherwise, by an engineer who is qualified over the territory.

Section 9 - Deadheading Between Terminals - Train Crews

Crews deadheading will be marked up on arrival at terminal (on active board if deadheaded to away-from-home-terminal - on inactive board if deadheaded to home terminal).

Section 10 - Laying Off

(a) Engineers assigned in or used in this pool will not be permitted to lay off at other than the home terminal for the crew on which assigned or used, except in bona fide emergency cases, and under such circumstances the vacancy will be filled as soon as practicable from the roster on which the employee laying off holds seniority. An employee laying off under the circumstances described herein will, when reporting for work, be required to do so at the home terminal of the assignment.

(b) In case of an engineer laying off at the away-from-home terminal in emergency, when there is insufficient time to furnish an extra man from the roster on which the man laying off holds seniority, an extra man from the extra board at the terminal at which the man laid off, will be used if available, and upon his arrival at the opposite terminal released from duty and deadheaded to the location of the extra board from which he was dispatched.

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Section 11 - Information to Employees

For the information of the engineers in this pool, crews that are due to arrive at terminals will be listed at the yard office or roundhouse when the train lists are received, and if information relative to same is requested, such information will be furnished.

Section 12 - Transportation

When engines are run through terminals, the engineer crew will be furnished transportation between engine and point for going on or off duty if the distance between engine and such point exceeds 1,600 feet. Vehicle used for such transportation will afford adequate seating and luggage capacity, protection from weather, heating and ventilation and will be operated by an individual with driver's license. Engineer crews will not be required to leave engine or vehicle to wait for engine or vehicle in inclement weather unless a shelter (to be heated in winter) is provided in the immediate vicinity of point at which the engineer boards or leaves the engine.

Carrier will provide "uninsured motorist" insurance affording \$100,000 coverage for each employee while being so transported.

Section 13

Engineers will be furnished with full length lockers at the facilities in the vicinity of the hump in Bellevue Yard.

Appendix 2

E. NEW CONNECTION AGREEMENT (BELLEVUE, OHIO)

The operation of certain trains direct to or from the Scioto Division from or to the Lake Erie Division via the new connection track at Bellevue, Ohio are as follows:

Section 1

Engineers will go on and off duty at the new administration building at Bellevue Yard and will be transported between the vicinity of the new connection track and the off duty point for road engineers in Bellevue Yard. Any complaints regarding the transportation furnished will be handled promptly for correction between the General Chairman and the Carrier.

Section 2

Engineers of eastbound trains will not be required to leave their engine or cabooses until their transportation arrives. Engineers of westbound trains will not be required to leave the vehicle used to provide their transportation until their train arrives.

Section 3

Mileage allowances will be the same as though the trip started or ended in the New Yard at Bellevue.

Section 4

Initial Terminal Delay allowance will be made after lapse of one hour, 26 minutes computed from the time called for until cabooses have been changed and the train departs thereafter.

Section 5

None of the provisions of this agreement will be applicable to any trains not operated over the new connection between the Scioto and Lake Erie Divisions in the vicinity of Southwest Street at Bellevue, Ohio.

Appendix 2

F. COLUMBUS, OHIO - FORT WAYNE, INDIANA VIA NEW CONNECTION, BELLEVUE, OHIO

Section 1

Carrier may operate engineers in pooled freight service between Columbus and Ft. Wayne via New Connection, Bellevue. Columbus will be the home terminal for former PRR engineers in such service with Ft. Wayne as the away-from-home-terminal. Ft. Wayne will be the home terminal for former NKP engineers in such service with Columbus as the away-from-home-terminal.

Section 2

The actual mileage, Columbus to Bellevue is 95.50 miles, and from Bellevue to Ft. Wayne is 117.42 miles, a total of 213 miles.

Section 3

(a) Former NKP engineers will be entitled to 55% and former PRR engineers will be entitled to 45% of the total miles operated by Columbus-Ft. Wayne runs. For the purpose of equalizing mileage between the engineers from the former roads the distance between Columbus and Ft. Wayne is 213 miles.

(b) For the purpose of equalizing the mileage in this service, the company will furnish a statement showing the actual trip miles, as set out in Section 3(a), run by engineers in this pool not later than the 20th day (showing miles, as set out in Section 3(a), run during the first 15 days of that month) and the 5th day of the calendar month (showing miles, as set out in Section 3(a), run during the period 16th to include the last day of the preceding calendar month). Copy of these statements will be furnished the local and general chairmen of the BLE for engineers. The above statements will be used as the basis for making the adjustments referred to in paragraph (c) below, and such adjustments will be made promptly following receipt of the mileage statements.

(c) Whenever the engineers of one former road accumulate in excess of 3,000 miles above their percentage allotment, an adjustment will be made by the division officers by reducing the number of engineers assigned from the former road having the overmileage or by increasing the number of engineers assigned from the former road having the under-mileage, or both.

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(d) Each former road's seniority pool will consist of the assignment of a sufficient number of engineers to properly take care of the traffic and jointly take care of the active turns. A check of the mileage accumulated by the pool may be made by the engineers' representative at any time the record indicates an adjustment is required. The check for the purpose of determining average mileage made by engineers will cover a ten day period immediately preceding the date on which such check is made. The total mileage or equivalent thereof accumulated in the ten previous days will be multiplied by three and divided by 3,600 miles, and the results of this calculation will determine the number of engineers to be assigned to this service and the pool will be adjusted accordingly.

(e) Former NKP crews will be manned from engineers on former NKP, Ft. Wayne Division, seniority roster. Former PRR crews will be manned from engineers on the Scioto Division, Sandusky District, seniority roster.

(f) When a change is made in the number of engineers in the pool or in the number of active turns, such change will be made at 2:00 P.M. If an engineer to be removed from the pool is on the active board at the time specified, such engineer will not be removed until he has made a trip and returns to the home terminal.

Section 4

(a) Active and inactive boards shall be maintained at Columbus and Ft. Wayne.

(b) Former NKP's engineers arriving Columbus will be marked at the foot of the active board in the order of their arrival.

(c) Former PRR's engineers arriving Ft. Wayne will be marked at the foot of the active board in the order of their arrival.

(d) Engineers arriving at their home terminal will be marked at the foot of the inactive board in the order of their arrival and will, if the number of engineers on that board exceeds the quota of that inactive board, move the first out inactive engineer to the bottom of the active board.

(e) The total number of engineers to be assigned to be determined as provided in Section 3. The Company will regulate the number of active turns. The quota for the inactive boards will be the difference between the number of active turns and the number of engineers assigned.

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Section 5

(a) Engineers will be called in turn from the active board at their home terminals, provided they will have full rest under the Hours of Service Act at the time they will be required to report for duty.

(b) Engineers will be called in turn from the active board at any away-from-home-terminals provided they will have eight hours to work under the Hours of Service Act at the time they will be required to report for duty.

(c) In the event there is no engineer on the active board with the time to work provided for in Paragraph (a) or (b), whichever is applicable, at the time it is necessary to call an engineer, the engineer first out on the inactive board with the work time provided for in Paragraph (a) above, will be used and marked at the foot of the active board at the opposite terminal on arrival, and following such arrival, the engineer first out at such opposite terminal having home terminal at point from which the engineer was dispatched from inactive board will be deadheaded to the home terminal on first available train and paid in accordance with deadhead articles.

Note: The phrase "at the time it is necessary to call an engineer," as used in Paragraph (c), means one (1) hour and thirty (30) minutes prior to the time for which the train is ordered.

(d) In the event no engineer on either the active or inactive board has the work time provided for in Paragraph (a) or (b), above whichever is applicable, and it is necessary to use an extra engineer, such engineer on arrival at the opposite terminal, will be deadheaded back to terminal from which used, regardless of turn, and paid in accordance with deadhead articles and will be marked up for service on arrival. In event the train cannot be manned in accordance with the foregoing, then the engineer standing first out on the active board will be used.

Section 6

In dispatching an engineer to relieve a Columbus-Ft. Wayne pool crew, en route, due to the Hours of Service Act, the following will govern:

(a) If relief engineer is to be dispatched through Bellevue a Columbus-Ft. Wayne pool engineer will be used.

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(b) If relief engineer is to be used exclusively on the territory Columbus-Bellevue a Scioto Division, Sandusky District, engineer will be used. If the relief engineer is to be used exclusively in the territory Ft. Wayne-Bellevue a former Nickel Plate engineer will be used.

Section 7

(a) Engineers assigned in or used in this pool will not be permitted to lay off at other than the home terminal from which assigned or used, except in bona fide emergency cases, and under such circumstances the vacancy will be filled as soon as practicable from the roster on which the engineer laying off holds seniority. An engineer laying off under the circumstances described herein will, when reporting for work, be required to do so at the home terminal of the assignment.

(b) In case of an engineer laying off at the away-from-home-terminal in emergency, when there is insufficient time to furnish an extra engineer from the roster on which the engineer laying off holds seniority, an extra engineer from the extra board at the terminal at which the engineer laid off, will be used if available, and upon his arrival at the opposite terminal released from duty and deadheaded to the location of the extra board from which he was dispatched.

Section 8

Engineers assigned under this agreement will not be called in work, wreck, or construction service.

Section 9

(a) In the application of this Section F engineers who entered the service prior to July 22, 1969 will not be required to lose time in order to qualify over any portion of the territory between Columbus and Ft. Wayne.

(b) An engineer will be furnished to pilot an engineer over that portion of the road with which such engineer is not now familiar until such engineer has made five (5) round trips over that portion of the territory with which he is not now familiar. In event an engineer who has made five (5) round trips over the territory desires further assistance in learning the road, he will be accompanied by a Road Foreman of Engines or an Assistant Road Foreman of Engines who has either service on the territory or who has been assigned on the territory for six (6) months, if available; otherwise, by an engineer who is qualified over the territory.

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Section 10

All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 31, 1986 by the number of miles encompassed in the basic day as of that date.

Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

Section 11

New engineer assignments in this pool and vacancies on engineer assignments in this pool will be advertised by bulletin in accordance with Article 25 to engineers in the seniority district to which they are allocated as provided for in Section 3(c), and will be filled from the extra lists for the seniority district to which allocated during the life of the bulletin and until protected by the engineer assigned, in accordance with this Agreement.

Section 12

When engines are run through terminals the engineer will be furnished transportation between engine and point for going on or off duty if the distance between engine and such point exceeds 1,600 feet. Engineers will not be required to leave engine or vehicle to wait for engine or vehicle in inclement weather unless a shelter (to be heated in winter) is provided in the immediate vicinity of point at which the engineer boards or leaves the engine.

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G. PERU, INDIANA - DETROIT, MICHIGAN THROUGH MONTPELIER, OHIO

Section 1 - Equalization of Mileage

(a) Detroit District (formerly 3rd District) engineers will be entitled to 47% and Huntington District (formerly 1st, 2nd and 5th District) engineers will be entitled to 53% of the total miles operated by engineers on the interseniority district runs in pool freight service operated in the territory between Peru and Detroit. Engineers will be assigned to such interseniority district service on that percentage basis.

(b) Whenever the engineers of one district accumulate in excess of 3,500 miles above their percentage allotment, an adjustment will be made by the division officers and the local committees by reducing the number of engineers assigned from the district having the over mileage or by increasing the number of engineers assigned from the district having the under mileage, or both.

(c) For the purpose of equalizing the mileage in this interseniority district service, the company will furnish the local chairmen a statement showing the actual miles run by engineers in this interseniority district service not later than the 20th day (showing actual miles run during the first 15 days of that month) and the 5th day of the calendar month (showing actual miles run during the period 16th to include the last day of the preceding calendar month). Copy of these statements will also be furnished to the general chairman.

The above statements will be used as the basis for making the adjustments referred to in Paragraph (b), above, and such adjustments will be made promptly following receipt of the mileage statements.

(d) One hundred ninety-six (196) miles will be paid engineers in this service who are operated between Peru and Detroit or between Detroit and Peru.

Section 2 - The Interseniority District Pools

(a) Each district seniority pool will consist of the assignment of a sufficient number of engineers to properly take care of the traffic and jointly take care of the active turns, to provide an average of between 3,200 and 3,800 miles per month, or as near 3,500 miles as possible.

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(b) For the purposes of adjusting the number of engineers to be assigned in accordance with Section 2(a), the Carrier will furnish the local and general chairmen involved a statement of the total miles made by engineers in this interseniority district service during each of the periods described in Section 1(c) at the same time the statement provided for in Section 1(c) is furnished. Any exceptions to such statement must be registered and reconciled before any adjustment in the number of engineers assigned in accordance with Section 2(a) is made.

(c) When change is made in the number of engineers in a pool or in the number of active turns as provided in the application of Sections 1, 2 and 4, hereof, such change will be made at 2:00 p.m. In the application of the foregoing, if the engineer to be removed from a pool is on the active board at the time specified, such engineer will not be removed until he has made a trip and returns to the home terminal.

(d) In making adjustment of engineers operating in the respective interseniority district pools as provided in Sections (a) and (b), above, such adjustment will be determined by the respective local committees of the organization and the representative(s) of the Carrier.

Section 3 - Home Terminals

The home terminal for Detroit District engineers assigned in this interseniority district service will be Detroit, the away-from-home terminal, Peru. The home terminal for Huntington District engineers assigned in this interseniority district service will be Peru, the away-from-home terminal, Detroit.

Section 4 - Active And Inactive Boards

(a) Inactive boards will be provided at Detroit for Detroit District engineers and at Peru for Huntington District engineers. The total number of engineers to be assigned to be determined as provided in Section 2. The company will regulate the number of active turns. The quota for the inactive boards will be the difference between the number of active turns and the engineers assigned. The quota will not be changed at other than the semi-monthly checking period without conference with the local chairmen, at which an explanation of the reason for the change will be given. If local chairman is not available for conference prior to the time the change is to be made, he will be given the reason for the change in writing.

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(b) Engineers arriving at their away-from-home terminal will be placed on the bottom of the active board in the order of their arrival.

(c) Engineers arriving at their home terminal will be placed at the bottom of the inactive board in the order of their arrival and will, if the number of engineers on that board exceed the quota of inactive board, move the first out inactive engineer to the bottom of the active board.

Section 5 - Dispatching Engineers Assigned in The Interseniarity District Pool -

(a) Engineers will be called in turn from the active board at home terminals provided they will have full rest under the Hours of Service Act at the time they will be required to report for duty.

(b) Engineers will be called in turn from the active board at away-from-home terminals provided they will have eight (8) hours to work under the Hours of Service Act at the time they will be required to report for duty.

(c) In the event there is no crew on the active board with the time to work provided for in Paragraph (a) or (b), above, whichever is applicable, at the time it is necessary to call a crew for an interdivisional interseniarity district pool freight train, the crew first out on the inactive board with the work time provided for in Paragraph (a), above, will be used and marked at the foot of the active board at the opposite terminal on arrival, and the crew first out from the terminal where the crew was called from the inactive board will be deadheaded to home terminal on the first train called at or after the time the crew called from the inactive board reports for duty, and paid in accordance with deadhead agreements.

Note: The phrase "at the time it is necessary to call a crew," as used in Paragraph (c), means one (1) hour and thirty (30) minutes prior to the time for which the train is ordered. (Revised by Memorandum of Agreements signed August 6, 1975)

(d) In the event no engineer on either the active or inactive board has the work time provided for in Paragraph (a) or (b), above, whichever is applicable, and it is necessary to use an extra engineer, or an engineer from another pool or assignment on an interseniarity district pool freight train, such engineer on arrival at the opposite terminal will be deadheaded back to terminal from which used, regardless of

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turn, and paid in accordance with deadhead agreements and will be marked up for service on arrival.

Section 6 - Special Conditions and Payments

(a) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 19, 1985 by the number of miles encompassed in the basic day as that date.

(b) When engineers in this interseniority district service are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the crews in this interseniority district service, the Carrier shall authorize and provide suitable transportation for the crews.

Note: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or a taxi but excludes other forms of public transportation.

(c) Engineers operating in this service will be allowed a meal allowance as set forth in the applicable National Agreement after four (4) hours at the away-from-home terminal and another \$6.00 meal allowance in accordance with the applicable National Agreement after being held an additional eight (8) hours.

(d) If the engineer does not exercise his option within the framework of Article 42, Section 3, of the schedule agreement to eat during his tour of duty, he will be paid \$1.50. Any delay en route caused by meals negates this payment. To qualify for this payment, an engineer must be on duty more than four (4) hours and thirty (30) minutes on his tour of duty.

Section 7 - Wreck Train Service

Wreck trains will be manned by engineers from the district pool for the district on which the wreck occurs, if available, otherwise, by an extra engineer from the district on which the wreck occurs; except, where a wrecker from either the other district, an intermediate point for this interseniority district territory or another railroad is used, an interseniority district crew may handle the wrecker to and work at the wreck until a crew (which will be sent promptly) from the district on which the wreck occurs reaches the wreck.

An interseniority district crew may pick up and handle the wrecker from the scene of the wreck to the point from which it was originally obtained or to the terminal.

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Section 8 - Miscellaneous Service

(a) District pool engineers from the seniority district on which the service is performed, if maintained, will be used on unassigned work trains (except to the extent provided for in Section 7 for wreck trains), and where the service is to be confined to one seniority territory, on circus trains, in exclusive snow plow service, and on unassigned district freight trains. In event a district pool is not being maintained, extra engineers will be used for the above service.

(b) In dispatching an engineer to relieve an interseniority district pool freight engineer en route due to the Hours of Service Act, the following will govern:

- (1) If relief engineer is to be dispatched through Montpelier, interseniority district engineer will be used.
- (2) If relief engineer is to be dispatched exclusively on one district, a district pool engineer from that district will be used, if available, otherwise an extra engineer from that district will be used.

(c) Nothing herein shall preclude continuing Detroit District and/or Huntington District freight pools to operate in their seniority territories should the business be such that an engineer or engineers assigned in such pooled freight service will average between 3,200 and 3,800 miles per month.

Section 9 - Deadheading between Terminals

Engineers who are required to deadhead over the district involved will be provided reasonable comfort while deadheading, to this end, not more than three (3) employees will be required to deadhead on the working caboos. Employees may be deadheaded on the locomotive, provided seating is available and there is drinking water and a toilet in working order on the unit in which they are to ride. Motor vehicles used for deadhead transportation will be of sufficient capacity to accommodate the number of employees, and their necessary equipment, being transported therein.

Section 10 - Learning the Road

An engineer with seniority date on or before August 1, 1972 will be furnished to pilot an engineer over that portion of the road which is not on his seniority district until such

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engineer has made five (5) round trips over that portion of the territory. In event an engineer who has made five (5) round trips over the territory desires further assistance in learning the road, he will be accompanied by a Road Foreman of Engines or an Assistant Road Foreman of Engines who is qualified over the territory.

Section 11 - Laying Off

(a) Engineers assigned in or used in interseniority district service will not be permitted to lay off at other than their home terminal, except in bona fide emergency cases.

An engineer laying off under the circumstances described herein will, when reporting for work, be required to do so at his home terminal.

(b) In case of an engineer laying off at the away-from-home terminal in emergency, an extra man from the terminal at which the man laid off will be used and then deadheaded to his home terminal and paid in accordance with deadhead agreements.

Section 12 - Information to Employees

For the information to employees, crews that are due to arrive at terminals will be posted by the calling forces promptly after the chief dispatcher is notified as to the crew called at the opposite terminal, and if additional information relative to same is requested, such information will be furnished, if available.

Section 13 - Locker and Washroom Facilities

(a) Lockers, showers, washroom and toilet facilities kept in a clean and sanitary condition will be made available to employees in interseniority district service at their away-from-home terminal.

(b) Transportation to and from the lodging facility at Detroit will be provided Huntington District engineers if the employees are lodged at the Melrose or the Motor City motels, or at any other facility which is located an equal or greater distance from the designated on and off duty point. In the event a lodging facility should become available a lesser distance from the on and off duty point, the matter of whether transportation to and from such facility shall be provided will be disposed of before the men are lodged in such facility. If an eating facility is not available within a reasonable distance of the lodging facility, transportation to the eating facility will be furnished at the end of their trip and immediately prior to reporting for duty.

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Section 14 - Investigations

An employee required to attend an investigation which concerns an occurrence involving an interseniority district crew and which is held at other than his home terminal will be paid deadhead allowance in both directions between his home terminal and the location at which the investigation is held and actual necessary expenses for meals and lodging while thus required to be away from home, irrespective of whether or not he is found to be at fault in connection with the occurrence investigated. It is understood that if the investigation is held at a location at which the Carrier maintains or provides away-from-home lodging facilities, such employees may be lodged in those facilities, in which case no lodging expense will be paid.

Section 15

Interseniority district through freight service between Peru, Indiana, and Detroit, Michigan, through the district terminal, Montpelier, Ohio, established by Agreement signed July 19, 1972, covering employees represented by the Brotherhood of Locomotive Engineers effective August 1, 1972, may be temporarily discontinued whenever the Carrier deems it advisable due to a low level of traffic over such territory, upon the Carrier giving ten (10) days' advance notice to the general and local chairmen involved.

Section 16

The interseniority district through freight service temporarily discontinued in accordance with procedure referred to in the preceding paragraph may be re-established at any time at the Carrier's election upon the Carrier giving ten (10) days advance notice to the general and local chairmen involved of intention to re-establish such services.

Section 17

When the ten (10) days' advance notice of intention to re-establish the interseniority district service between Peru and Detroit is given, notices will also be posted:

(a) Advertising the new assignments in the interseniority district service;

(b) Abolishing all assignments in the Detroit District (Detroit-Montpelier) Pool, the abolishments to be effective as of the same date the Peru-Detroit interseniority district service is re-established;

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(c) Advertising assignments in the Detroit District (Detroit-Montpelier) Pool which are to be effective on the date the interseniority district service is re-established;

(d) Abolishing all assignments in the Huntington District (Peru-Montpelier) Pool, the abolishment to be effective as of the same date the Peru-Detroit interseniority district service is re-established;

(e) Advertising the assignments in the Huntington District (Peru-Montpelier) Pool which are to be effective on the date the interseniority district service is re-established;

(f) Notifying the men that there will be a general reassignment of all other pool freight assignments filled from the Detroit District (former 3rd District) seniority rosters and all other pool freight assignments filled from the Huntington District (former 1st, 2nd and 5th Districts) seniority rosters to be effective on the date the interseniority district service is re-established.

Section 18

The closing date on receipt of bids on the bulletins advertising assignments in the Peru-Detroit interseniority district pools, the Detroit-Montpelier Pool, the Peru-Montpelier Pool, and on other assignments involved in the general reassignment for other pool freight assignments on the two (2) seniority districts to be a date sufficiently in advance of the effective date of the re-establishment of the Peru-Detroit interseniority district service to enable all the assignments to be made and the bulletins announcing the assignments to be posted at least twenty-four (24) hours prior to the date the Peru-Detroit interseniority district service is re-established.

Section 19

It is understood that in order to get Peru crews and Detroit crews in proper position when the interseniority district service is re-established, it may be necessary to deadhead interseniority district crews to the away-from-home terminal in advance of the actual effective date of the re-establishment of that service.

Appendix 2

H. DECATUR, ILLINOIS - FRANKFORT, INDIANA THROUGH LAFAYETTE, INDIANA

Section 1 - Equalization of Mileage

(a) Former Nickel Plate men will be entitled to 16%; former Wabash Decatur men will be entitled to 51%; and former Wabash Peru men will be entitled to 33% of the total miles operated by Decatur-Frankfort runs. For the purpose of mileage payments and equalizing mileage between the men from the former roads, the distance between Decatur and Frankfort is 141 miles.

(b) Whenever the engineers of one former road accumulate in excess of 3,500 miles above their percentage allotment, an adjustment will be made by the division officers and the local committees by reducing the number of engineers assigned from the former road having the over mileage or by increasing the number of engineers assigned from the former road having the under mileage, or both.

(c) For the purpose of equalizing the mileage in this service, the company will furnish the local chairmen a statement showing the miles, as set out in Section 1 (a), run by engineers in this pool not later than the 20th day (showing miles, as set out in Section 1 (a), run during the first 15 days of that month) and the 5th day of the calendar month (showing miles, as set out in paragraph (a), run during the period 16th to include the last day of the preceding calendar month). Copy of these statements will also be furnished to the general chairmen. The above statements will be used as the basis for making the adjustments referred to in Section 1 (b), above, and such adjustments will be made promptly following receipt of the mileage statements.

(d) Each former road's seniority pool will consist of the assignment of a sufficient number of engineers to properly take care of the traffic and jointly take care of the active turns to provide an average of between 3,200 and 3,800 miles per month for engineers.

(e) For the purpose of adjusting the number of engineers to be assigned in accordance with Section 1 (d), the Carrier will furnish the local and general chairmen involved a statement of the total line miles made by engineers in interdivisional service during each of the periods described in Section 1 (c), at the same time the statement provided for in Section 1 (c), is furnished. Any exceptions to such statement must be registered and reconciled before any

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adjustment in the number of engineers assigned in accordance with Section 1 (d), is made. The "total line miles" referred to in Section 1 (e) of the Frankfort-Decatur run-through agreement has reference to straight miles run or for which paid, not including any arbitraries or special allowances.

(f) When change is made in the number of engineers in a pool or in the number of active turns as provided in the application of sections 1 and 3, hereof, such change will be made at 2:00 p.m. In the application of the foregoing, if the engineer to be removed from a pool is on the active board at the time specified, such engineer will not be removed until he has made a trip and returns to the home terminal.

(g) In making adjustment of engineers operating in the respective interdivisional pools as provided in paragraphs (d) and (e), above, such adjustment will be determined by the respective local committees of the organization and the representative(s) of the Carrier.

(h) Former Nickel Plate's engineers will be manned from men on former Nickel Plate's seniority rosters as designated by the organization representing former Nickel Plate's engineers. Former Wabash's engineers will be manned from men on former Wabash's seniority rosters as designated by the organization representing former Wabash's engineers.

Section 2

(a) In view of the condition that Peru crews, having a right to 33.00% of the work, do not have a home terminal at either Frankfort or Decatur, insofar as Decatur crews and Peru crews are assigned runs, all the former Wabash crews in the Frankfort-Decatur pool will be Decatur crews and the assignments of the Peru crews will be made up for an equal share of the mileage from Decatur crews' share of the mileage in the Peru-Decatur pool.

(b) The Peru-Decatur and Frankfort-Decatur pools will be operated as two separate pools.

(c) In equalizing the mileage between the Decatur crews and the Peru crews account will be taken of the difference in earnings in the two pools resulting from the difference in rates on the overmileage as well as all other factors involved.

In connection with this Section 2 (c), the following formula will be used for equalizing mileage between Peru and Decatur engineers in the event Decatur engineers work all former Wabash equity in the proposed Decatur-Frankfort Pool.

Appendix 2

Rates used based on 950,000 to 1,000,000 lbs.

Engineer's earnings in Peru pool

Engineer with a fireman: first 126 miles \$127.24 or
\$1.0098 per mile

Engineer with a fireman: overmileage \$ 45.76 or
\$0.9948 per mile
172 miles at above rate \$173.00

Engineer without fireman: first 126 miles \$133.24 or
\$1.0574 per mile

Engineer without fireman: overmileage \$ 48.52 or
\$1.0548 per mile
172 miles at above rates \$181.76

173.00 divided by 172 = \$1.0058 per mile

181.76 divided by 172 = \$1.0567 per mile

\$1.0058

+\$1.0567

\$2.0625 divided by 2 = \$1.0312 per mile

Engineer's earnings in Frankfort pool

Engineer with a fireman: first 126 miles \$127.24
or \$1.0098 per mile

Engineer with a fireman: overmileage \$ 16.23
or \$1.0819 per mile
141 miles at above rates \$143.47

Engineer without fireman: first 126 miles \$133.24
or
\$1.0574 per mile

Engineer without fireman: overmileage \$ 17.13
or
\$1.1419 per mile
141 miles at above rates \$150.37

\$143.47 divided by 141 = \$1.0175 per mile

\$150.37 divided by 141 = \$1.0665 per mile

\$1.0175

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$$+ \frac{\$1.0665}{\$2.0840} \text{ divided by } 2 = \$1.0420 \text{ per mile}$$

\$1.0420 divided by \$1.0312 = 1.0104732 or 1.0105 factor

One mile in the Decatur-Frankfort pool equals
1.0105 in the Decatur-Peru pool.

- (1) Total line miles made by Decatur engineers and Frankfort engineers in such pool will be determined;
- (2) The total miles determined in item (1) will be multiplied by .33 to determine the miles Peru engineers are entitled to.
- (3) The miles Peru engineers entitled to as determined in item (2) will be multiplied by the 1.0105 factor to determine the miles Peru engineers are entitled to recover from Decatur engineers in the Decatur-Peru Interdivisional Pool.

Section 3 - Home Terminals

- (a) Former Wabash's engineers will have home terminal at Decatur.
- (b) Former Nickel Plate's engineers will have home terminal at Frankfort.

Section 4 - Active and Inactive Boards

- (a) Active and inactive boards shall be maintained at Decatur and Frankfort.
- (b) Former Nickel Plate's engineers arriving Decatur will be marked at the foot of the active board in the order of their arrival.
- (c) Former Wabash's engineers arriving Frankfort will be marked at the foot of the active board in the order of their arrival.
- (d) Engineers arriving at their home terminal will be marked at the foot of the inactive board in the order of their arrival and will, if the number of engineers on that board exceeds the quota of that inactive board, move the first out inactive engineer to the bottom of the active board.
- (e) The total number of engineers to be assigned to be

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determined as provided in Section 1. The Company will regulate the number of active turns. The quota for the inactive boards will be the difference between the number of active turns and the number of engineers assigned. The quota will not be changed at other than the semi-monthly checking period without conference with the local chairmen.

Section 5 - Dispatching Engineers

(a) Engineers will be called in turn from the active board at home terminals provided they will have full rest under the Hours of Service Act at the time they will be required to report for duty.

(b) Engineers will be called in turn from the active board at any away-from-home terminals provided they will have eight (8) hours to work under the Hours of Service Act at the time they will be required to report for duty.

(c) In the event there is no engineer on the active board with the time to work provided for in Paragraph (a) or (b), above, whichever is applicable, at the time it is necessary to call an engineer, the engineer first out on the inactive board with the work time provided for in Paragraph (a), above, will be used and marked at the foot of the active board at the opposite terminal on arrival, and following such arrival the engineer first out at such opposite terminal having home terminal at point from which engineer was dispatched from inactive board will be deadheaded to the home terminal on first available train and paid in accordance with deadhead agreements.

Note: The phrase "at the time it is necessary to call an engineer," as used in Paragraph (c), means one (1) hour and thirty (30) minutes prior to the time for which the train is ordered.

(d) In the event no engineer on either the active or inactive board has the work time provided for in Paragraph (a) or (b), above, whichever is applicable, and it is necessary to use an extra engineer, such engineer on arrival at the opposite terminal will be deadheaded back to terminal from which used, regardless of turn, and paid in accordance with deadhead rules and will be marked up for service on arrival. In event the train cannot be manned in accordance with the foregoing, then the engineer standing first out on the active board will be used.

(e) Relief Crews (See M/A 6/14/77)

Appendix 2

In dispatching an engineer to relieve a Frankfort-Decatur or Decatur-Frankfort pool freight engineer en route due to the Hours of Service Act, the following will govern:

- (1) If relief engineer is to be dispatched through Lafayette, interseniority district engineer will be used.
- (2) If relief engineer is to be dispatched exclusively on one operating district, an extra engineer from that operating district will be used.

Section 6 - Special Conditions and Payments

(a) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 19, 1986 by the number of miles encompassed in the basic day as of that date.

(b) When engineers in this interdivisional service are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the engineers in this interdivisional service, the Carrier shall authorize and provide suitable transportation for the engineers.

(c) Engineers operating in this service will be allowed a meal allowance as set forth in the applicable National Agreement after four (4) hours at the away-from-home terminal and another meal allowance in accordance with the applicable National Agreement after being held an additional eight (8) hours.

(d) Carrier shall determine the conditions under which engineers in this service may stop to eat, and when an engineer in this interdivisional service is not permitted to stop to eat, he shall be paid an allowance of \$1.50 for the trip.

Section 7 - Work, Wreck or Construction Service

Engineers in this pool will not be used in work or construction service. Engineers in this pool will not be used in wreck train service except (1) in connection with an accident involving their own train, (2) to assist in connection with an accident to another train which would prevent the movement of the Decatur-Frankfort pool engineer's train, and (3) may be dispatched in wreck train service for

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wrecking service on the Decatur-Frankfort line if there is no other rested engineer available to be used and rested engineers are not available; if so used, the engineer first out will be used and will be relieved as soon as a rested engineer can relieve him and be returned to his home terminal.

Section 8 - Deadheading between Terminals

(a) Engineers deadheading over the operating district will be marked up on arrival at terminal (on active board if deadheaded to away-from-home terminal -- on inactive board if deadheaded to home terminal) but will hold their turns in order in which they stood when called; except, that if movement of turn would have been delayed due to line being blocked or due to accident, then the engineer will hold his turn from arrival at the terminal to which deadheaded. Articles and practices concerning handling of engineers deadheading are not affected hereby.

(b) Extra engineers filling vacancies when deadheading into the home terminal will be marked up and hold their turn from arrival without regard to the foregoing.

(c) Not more than three (3) employees will be required to deadhead on the working caboos. A rider caboose furnished for employees deadheading need not meet the standards set out in the pooling of cabooses agreements; however, it will be in a safe and sanitary condition and be equipped with sufficient seat cushions to accommodate the employees who are to ride in it. Enginemen may be deadheaded on the locomotive, provided seating is available and there is drinking water and a toilet in working order on the unit in which they are to ride. Motor vehicle used for deadhead transportation will be of sufficient capacity to accommodate the number of employees being transported therein.

Section 9 - Learning the Road

An engineer with seniority date on or before April 23, 1976 will be furnished to pilot an engineer over that portion of the road which is not on his seniority district until such engineer has made five (5) round trips over that portion of the territory. In event an engineer who has made five (5) round trips over the territory desires further assistance in learning the road, he will be accompanied by a Road Foreman of Engines or an Assistant Road Foreman of Engines who is qualified over the territory.

Section 10 - Laying Off

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(a) Engineers assigned in or used in this interdivisional service will not be permitted to lay off at other than their home terminal, except in bona fide emergency cases. An engineer laying off under the circumstances described herein will, when reporting for work, be required to do so at his home terminal.

(b) In case of an engineer laying off at the away-from-home terminal in emergency, an extra man from the terminal at which the man laid off will be used and then deadheaded to his home terminal and paid in accordance with deadhead agreements.

Section 11 - Locker and Washroom Facilities

Lockers, showers, washroom and toilet facilities kept in a clean and sanitary condition will be made available to employees in interdivisional service at their away-from-home terminal.

Section 12 - Transportation

When engines are run through terminals, the engineers will be furnished transportation between engine and point for going on or off duty if the distance between engine and such point exceeds 1,600 feet. Vehicle used for such transportation will afford adequate seating and luggage capacity, protection from weather, heating and ventilation and will be operated by an individual with driver's license. Engineers will not be required to leave engine or vehicle to wait for engine or vehicle in inclement weather unless a shelter (to be heated in winter) is provided in the immediate vicinity of point at which the engineer boards or leaves the engine.

Section 13 - Investigations

An employee required to attend an investigation which concerns an occurrence involving an interdivisional crew and which is held at other than his home terminal will be paid deadhead allowance in both directions between his home terminal and the location at which the investigation is held and actual necessary expenses for meals and lodging while thus required to be away from home, irrespective of whether or not he is found to be at fault in connection with the occurrence investigated. It is understood that if the investigation is held at a location at which the Carrier maintains or provides away-from-home lodging facilities, such employees may be lodged in those facilities, in which case no lodging expense

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will be paid.

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I. DECATUR, ILLINOIS - DIAMOND STAR AUTOMOBILE PLANT
(BLOOMINGTON/YUTON, ILLINOIS)

Section 1 - Equalization of Mileage

(a) Decatur Forrest District (WAB) engineer(s) will be entitled to 60 percent and Peoria District (NKP) engineer(s) to 40 percent of the total miles operated by engineer(s) on the interseniority district runs in pool freight service operated in the territory between Decatur and the Diamond Star Automobile Plant (Bloomington/Yuton). Engineer(s) will be assigned to such interseniority service on that percentage basis.

(b) Whenever the engineer(s) of one district accumulate in excess of 7,000 miles above their percentage allotment, an adjustment will be made by the division officers and the local committees by reducing the number of engineer(s) assigned from the district having the over mileage or by increasing the number of engineer(s) assigned from the district having the under mileage, or both.

(c) For the purpose of equalizing the mileage in this interseniority district service, the company will furnish the BLE Local Chairman a statement showing the actual miles run by engineer(s) in this interseniority district service not later than the 20th day (showing actual miles run during the first 15 days of that month) and the 5th day of the calendar month (showing actual miles run during the period 16th to and including the last day of the preceding calendar month). Copy of these statements will also be furnished to the General Chairman.

The above statements will be used as the basis for making the adjustments referred to in section 1, paragraph (b) and section 2, paragraph (b) herein, and such adjustments will be made for the 1st day of the month thru and including the 15th day of the month on the 22nd day of the month, and for the 16th day of the month thru and including the last day of the month on the 7th day of the following month and will become effective at 2:00 p.m. on the day designated.

(d) In the event that a Peoria District engineer fails to make application for a position which has been advertised for the purpose of equity recovery, that district will forfeit the recoverable equity mileage due them at the time, and the assignment will be filled by the appropriate Forrest District engineer.

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NOTE: When an assignment is advertised to the Peoria District for the purpose of equity recovery, and a Forrest District engineer is to be removed, the Forrest District engineer will not be removed until such time as an assignment is made to a Peoria District engineer. If no application is received from the Peoria roster, the Forrest District engineer will remain thereon.

Assignments advertised to the Peoria District for reasons other than for recovering equity, such assignments will also be advertised to the Forrest District. If no bids are received from the Peoria District engineer(s), then the senior Forrest District engineer making application will be assigned.

Section 2 - The Interseniorty District Pool

(a) This interseniorty district pool will consist of the assignment of a sufficient number of engineer(s) to properly take care of the traffic and provide an average of between 3,200 and 3,800 miles per month, or as near 3,500 miles as possible.

(b) For the purpose of adjusting the number of engineer(s) to be assigned in accordance with Section 2(a), the Carrier will furnish the involved BLE Local and General Chairmen a statement of the total miles made by engineer(s) in this interseniorty district service during each of the periods described in Section 1(c) at the same time the statement provided for in Section 1(c) is furnished and this adjustment will be made per the dates and times as in Section 1(c).

(c) Engineer(s) in this pool freight service will be operated on a first-in first-out basis. This service may be operated on a straightaway basis or a turn-around basis. In straightaway service, the mileage will be 102. In turn-around service the mileage will be 205.

(d) Decatur will be the home terminal for this service and DSAP will be the away-from-home terminal and/or turning point.

Section 3 - Learning Road

An engineer with seniority date on or before September 1, 1988 will be furnished to pilot an engineer over that portion of the road which is not on his seniority district until such

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engineer has made five (5) round trips over that portion of the territory. In the event an engineer who has made five (5) round trips over the territory desires further assistance in learning the road, he will upon request, be accompanied by a Road Foreman of Engines or an Assistant Road Foreman of Engines who is qualified over the territory.

Section 4 - Special Conditions

(a) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 19, 1986 by the number of miles encompassed in the basic day as of that date. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provisions.

(b) When a crew is required to report for duty or is relieved from duty at a point other than on and off duty points' specified for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

NOTE: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

(c) Engineer(s) will be allowed a meal allowance as set forth in the applicable National Agreement after 4 hours at the away-from-home terminal and another meal allowance in accordance with the applicable National Agreement after being held an additional 8 hours.

(d) In order to expedite the movement of interdivisional runs, engineer(s) on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For engineer(s) on longer runs, the Carrier shall determine the conditions under which such engineer(s) may stop to eat. When engineer(s) on such runs are not permitted to stop to eat, engineer(s) shall be paid an allowance of \$1.50 for the trip.

Section 5 - Miscellaneous Service

(a) Extra engineer(s) from the Forrest District at Decatur will be used to protect temporary vacancies and relief due to the Hours of Service Act and such extra work will not be counted for purposes of equity. Peoria District engineer(s) may under their existing Schedule Articles claim any vacation vacancy when such vacancy is as a result of a regular assigned Peoria District engineer.

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Extra Forrest District engineer(s) will also be used on extra trains when the regular pool is exhausted, however, when so used this mileage will be counted for equity purposes.

(b) It is the Carrier's intent to build a connection track in the southwest quadrant at Gibson City prior to December 31, 1989. If the proposed connection track is not built, the Carrier will allow these interseniority district engineers two (2) additional miles when required to run around their train at Gibson City.

(c) Carrier may operate this interseniority district service as far west on the Peoria District as Milepost 382 to make pick-ups and/or set-outs from the Yuton siding. Engineers will be allowed the additional miles when required to perform the service described above.

(d) If business at DSAP increases to such extent as to require a NKP extra list at Bloomington, the Carrier and the Organization will have discussions concerning making Bloomington/Yuton a home terminal for NKP engineer(s). These discussions will include a meeting of all the parties to this agreement concerning engineer(s) in this service performing relief due to the Hours of Service Act and filling of temporary vacancies.

(e) Engineer(s) working in this service, rested and available at the away-from-home terminal/turning point, will not be runaround by engineer(s) working in turnaround service.

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J. DECATUR, ILLINOIS - PEORIA, ILLINOIS

Section 1 - Equalization of Mileage

(a) Decatur Forrest District (WAB) engineer(s) will be entitled to 45 percent and Peoria District (NKP) engineer(s) to 55 percent of the total miles operated by engineer(s) on the interseniority district runs in pool freight service operated in the territory between Decatur and Peoria. Engineer(s) will be assigned to such interseniority service on that percentage basis.

(b) Whenever the engineer(s) of one district accumulate in excess of 7,000 miles above their percentage allotment, an adjustment will be made by the division officers and the local committees by reducing the number of engineer(s) assigned from the district having the over mileage or by increasing the number of engineer(s) assigned from the district having the under mileage, or both.

(c) For the purpose of equalizing the mileage in this interseniority district service, the company will furnish the BLE Local Chairman a statement showing the actual miles run by engineer(s) in this interseniority district service not later than the 20th day (showing actual miles run during the first 15 days of that month) and the 5th day of the calendar month (showing actual miles run during the period 16th to and including the last day of the preceding calendar month). Copy of these statements will also be furnished to the General Chairman.

The above statements will be used as the basis for making the adjustments referred to in Section 1, paragraph (b) and Section 2, paragraph (b) herein, and such adjustments will be made for the 1st day of the month thru and including the 15th day of the month on the 22nd day of the month, and for the 16th day of the month thru and including the last day of the month on the 7th day of the following month and will become effective at 2:00 p.m. on the day designated.

(d) In the event that a Peoria District engineer fails to make application for a position which has been advertised for the purpose of equity recovery, that district will forfeit the recoverable equity mileage due them at the time, and the assignment will be filled by the appropriate Forrest District engineer.

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- NOTE 1: When an assignment is advertised to the Peoria District for the purpose of equity recovery, and a Forrest District engineer is to be removed, the Forrest District engineer will not be removed until such time as an assignment is made to a Peoria District engineer. If no application is received from the Peoria roster, the Forrest District engineer will remain thereon. Assignments advertised to the Peoria District for reasons other than for recovering equity, such assignments will also be advertised to the Forrest District. If no bids are received from the Peoria District engineer(s), then the senior Forrest District engineer making application will be assigned.
- NOTE 2: It is understood that if a Forrest District engineer is assigned as provided by section 1(d), NOTE 1, second paragraph, he may subsequently be displaced by a Peoria District engineer who has displacement entitlement under his existing agreements.
- NOTE 3: A. Engineers of the former Wabash Forrest District may bid on and be assigned to any engineer position on the former NKP territory between Peoria and Gibson City.
1. In the event no bids are received for a vacancy on an assignment in the territory between Peoria and Gibson City, an engineer of the former Wabash Forrest District will be force assigned.
- B. Engineers of the former NKP will retain prior rights to service on their former district.
- C. Temporary vacancies on the former NKP Peoria District between Peoria and Gibson City, which cannot be filled in the normal manner, will be filled by engineers from the former Wabash Forrest District in the normal manner.
- D. This Appendix 2I does not change existing agreements in any manner except as specifically provided for herein.

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Section 2 - The Interseniorty District Pool

(a) This interseniorty district pool will consist of the assignment of a sufficient number of engineer(s) to properly take care of the traffic and provide an average of between 3,200 and 3,800 miles per month, or as near 3,500 miles as possible.

(b) For the purpose of adjusting the number of engineer(s) to be assigned in accordance with Section 2(a), the Carrier will furnish the involved BLE Local and General Chairmen a statement of the total miles made by engineer(s) in this interseniorty district service during each of the periods described in Section 1(c) at the same time the statement provided for in Section 1(c) is furnished and this adjustment will be made per the dates and times as in Section 1(c).

(c) Engineer(s) in this pool freight service will be operated on a first-in first-out basis. This service may be operated on a straightaway basis or a turn-around basis. In straightaway service, the mileage will be 137. In turn-around service the mileage will be 274.

(d) Decatur will be the home terminal for this service and Peoria will be the away-from-home terminal and/or turning point.

Section 3 - Learning Road

An engineer with seniority date on or before September 1, 1989 will be furnished to pilot an engineer over that portion of the road which is not on his seniority district until such engineer has made five (5) round trips over that portion of the territory. In the event an engineer who has made five (5) round trips over the territory desires further assistance in learning the road, he will upon request, be accompanied by a Road Foreman of Engines or an Assistant Road Foreman of Engines who is qualified over the territory.

Section 4 - Special Conditions

(a) All miles in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 31, 1986 by the number of miles encompassed in the basic day as of that date. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provisions.

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(b) When a crew is required to report for duty or is relieved from duty at a point other than on and off duty points specified for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

NOTE: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

(c) Engineer(s) will be allowed a meal allowance as set forth in the applicable National Agreement after 4 hours at the away-from-home terminal and another meal allowance in accordance with the applicable National Agreement after being held an additional 8 hours.

(d) In order to expedite the movement of interdivisional runs, engineer(s) on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For engineer(s) on longer runs, the Carrier shall determine the conditions under which such engineer(s) may stop to eat. When engineer(s) on such runs are not permitted to stop to eat, engineer(s) shall be paid an allowance of \$1.50 for the trip.

Section 5 - Miscellaneous Service

(a) Extra engineer(s) from the Forrest District at Decatur will be used to protect temporary vacancies and relief due to the Hours of Service Act and such extra work will not be counted for purposes of equity. Peoria District engineer(s) may under their existing Schedule Agreements claim any vacation vacancy when such vacancy is as a result of a regular assigned Peoria District engineer.

Extra Forrest District engineer(s) will also be used on extra trains when the regular pool is exhausted, however, when so used this mileage will be counted for equity purposes.

(b) It is the Carrier's intent to build a connection track in the southwest quadrant at Gibson City prior to December 31, 1989. If the proposed connection track is not built, the Carrier will allow these interseniority district engineers two (2) additional miles when required to run around their train at Gibson City.

(c) If business increases to such extent as to require a NKP extra list at Peoria, the Carrier and the Organization will have discussions concerning making Peoria a home terminal for NKP engineer(s). These discussions will include a meeting

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of all the parties to this agreement concerning engineer(s) in this service performing relief due to the Hours of Service Act and filling of temporary vacancies.

(d) Engineer(s) working in this service, rested and available at the away-from-home terminal/turning point, will not be runaround by engineer(s) working in turnaround service.

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K. BUFFALO, NEW YORK AND CLEVELAND, OHIO OR BUFFALO, N.Y. AND BELLEVUE, OHIO.

New business solid chemical train service between Buffalo, New York and Cleveland, Ohio or between Buffalo and Bellevue, Ohio may be operated in accordance with the following conditions:

Section 1

Solid chemical trains in this service may operate in interdivisional service between Buffalo, New York and Cleveland, Ohio in accordance with Article IX of the May 19, 1986 BLE National Agreement.

(a) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 31, 1986 by the number of miles encompassed in the basic day as of that date. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

(b) When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

NOTE: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

(c) On runs established hereunder crews will be allowed a meal allowance as set forth in the applicable National Agreement after 4 hours at the away-from-home terminal and another meal allowance in accordance with the applicable National Agreement after being held an additional 8 hours.

(d) In order to expedite the movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$1.50 for the trip.

(e) Engineers will be paid the 187 actual miles operated between Buffalo and Cleveland.

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(f) Buffalo, New York will be the home terminal for this service and Cleveland, Ohio the away-from-home terminal.

Section 2

New business solid chemical trains may operate in district service between Buffalo and Bellevue.

Section 3

Engineers will be paid the no fireman rate of pay at the appropriate weight-on-drivers scale.

Section 4

(a) Engineers will be called from the appropriate pool unless other arrangements are made between the Organization and Division Superintendent. Trains in this service requiring relief on line of road under the Hours of Service Law will be required by the engineers of the pool protecting this service (see 5(b), below for the manner in which this service will be protected). Engineers deadheaded in this service will be furnished transportation.

(b) This service will be operated in interdivisional service and will be manned by the appropriate pool engineer on a rotating basis in the following manner:

TRIP 1

Buffalo to Cleveland - "B" District

Cleveland to Buffalo - "C" District

TRIP 2

Buffalo to Cleveland - "B" District

Cleveland to Buffalo - "B" District

TRIP 3

Buffalo to Cleveland - "B" District

Cleveland to Buffalo - "C" District

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This cycle will be repeated after every third round trip. If other arrangements are desired, the Organization and Division Superintendent will meet to discuss any change.

When the "B" District is manning the service between Buffalo and Cleveland it will be protected as follows:

When the "C" District is manning the service between Buffalo and Cleveland it will be protected as follows:

The first out pool engineer at Conneaut will be deadheaded to Cleveland, perform service Cleveland to Buffalo and then return to Conneaut.

Section 5

Regulations governing payment of initial and final terminal delay and held-away-from home terminal will be applicable to crews in this service.

Section 6

In the event an investigation is scheduled for an engineer in this service it will be held at the supply point of the engineer.

Section 7

Employees having an employment relationship on August 2, 1988 the date of this agreement will not be required to lose time or utilize off-duty time for the purpose of qualifying on physical characteristics on territory on which such trains are being operated.

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L. DETROIT, MI - FT. WAYNE, IND.

In accordance with Article IX of the May 19, 1986 BLE National Agreement, the Carrier may establish interdivisional service between Detroit, Michigan and Ft. Wayne, Indiana, subject to the following conditions:

Section 1 - ASSIGNMENT OF ENGINEERS

- (a) Engineers may be operated in regular or pool service.
- (b) Detroit, Michigan will be the home terminal for Detroit District engineers in Detroit-Ft. Wayne service, and Ft. Wayne, Indiana will be the away-from-home terminal.
- (c) Ft. Wayne, Indiana will be the home terminal for Peru-Fort Wayne-Montpelier District engineers in this service. The away-from-home-terminal will be Detroit, Michigan.

Section 2

- (a) Interdivisional trains working between Ft. Wayne and Detroit which require relief under the Hours of Service Law will be relieved as follows:
 - 1. If a relief engineer is to be dispatched through Montpelier, a Detroit-Ft. Wayne pool engineer will be used.
 - 2. If a relief engineer is called to be used exclusively on the territory Ft. Wayne-Montpelier, a Ft. Wayne extra engineer will be used. If a relief engineer is called to be used exclusively on the territory Montpelier-Detroit, a Detroit extra engineer will be used.
- (b) Location of the diesel units will determine location of the train when the engineer outlaws.

Section 3 - RATES OF PAY

- (a) Engineers will be paid for actual miles run.
- (b) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 19, 1986 by the number of miles encompassed in the basic day as of that date.

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Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

Section 4 - EQUITY

- (a) The mileage on the Detroit District between Detroit and Montpelier is ninety (90) miles. The mileage on the Huntington-Maumee-Delta District between Montpelier and Ft. Wayne is forty-five (45) miles.
- (b) The Peru-Fort Wayne-Montpelier Consolidated seniority district shall have rights to 33% of the mileage made in this service, while the Detroit District will have 67% of the mileage.
- (c) In the event no Peru-Fort Wayne-Montpelier District engineer bids on an assignment in this pool accruing to this District, the assignment will revert to the Detroit District and the Peru-Fort Wayne-Montpelier District will not recapture the lost equity.
- (d) For the purpose of equalizing the mileage in this interseniority district service, the company will furnish the BLE Local Chairmen a monthly statement showing the actual miles run by engineer(s) in this interseniority district service. Copy of this statement will also be furnished to the General Chairman.
- (e) Whenever the engineer(s) of one district accumulate in excess of 7,000 miles above their percentage allotment, an adjustment will be made by the division officers and the local committees by reducing the number of engineer(s) assigned from the district having the over mileage or by increasing the number of engineer(s) assigned from the district having the under mileage, or both.
- (f) This interseniority district pool will consist of the assignment of a sufficient number of engineer(s) to properly take care of the traffic and provide an average of between 3,200 and 3,800 miles per month, as near 3,500 miles as possible.

Section 5 - LAYING OFF

- (a) Engineers assigned in or used in this service will not be permitted to lay off at other than the home terminal of the assignment except in bona fide emergency cases. An engineer laying off under the circumstances described herein will, when reporting for work, be required to do so at the home terminal of the assignment.

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- (b) In the event an engineer lays off at other than his home terminal in an emergency and it is necessary to deadhead an engineer to fill the vacancy, Carrier shall have the option of calling extra engineers from either seniority district to protect assignments in that service.

Section 6 - GENERAL

- (a) When an engineer is required to report for duty or is relieved from duty at a point other than the on and off-duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the engineer.
- (b) On runs established hereunder, engineers will be allowed a meal allowance as set forth in the applicable National Agreement after 4 hours at the away-from-home terminal and another meal allowance in connection with the applicable National Agreement after being held an additional 8 hours.
- (c) In order to expedite the movement of interdivisional district runs, engineers on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For engineers on longer runs, the Carrier shall determine the conditions under which such engineers may stop to eat. When engineers on such runs are not permitted to stop to eat, engineers shall be paid an allowance of \$1.50 for the trip.
- (d) An engineer with seniority date on or before September 30, 1993 will be furnished to pilot an engineer over that portion of the road which is not his seniority district until such engineer has made five (5) round trips over that portion of the territory. In the event an engineer who has made five (5) round trips over the territory desires further assistance in learning the road, he will be accompanied by a Road Foreman of Engines who is qualified over the territory.

It is understood that the above will not apply to engineers who were qualified over the territory involved prior to the effective date of the service being established.

- (e) This Appendix 2K changes schedule agreements only to the extent necessary to implement service as set forth herein.

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Section 7 - PROTECTION

The provisions of Article IX, Section 7 of the May 19, 1986 National Agreement shall apply to engineers adversely affected by the application of this Appendix 2L.

Section 8 - Miscellaneous

(a) At the request of either party, the parties will meet to discuss the establishment of active and inactive boards.

(b) Temporary vacancies on Gary District positions in this service will be filled from the Chicago District extra board. In the event a Gary District position reverts to the Detroit District, temporary vacancies on such a position will be filled from the Detroit District extra board.

(c) Initially those assignments in the Detroit to Ft. Wayne service will be operated in pool service. The parties further agreed that they will meet to discuss the arrangements if it is decided to operate any crew in regular service.

(d) Extra service on the Detroit District including, but not limited to, work trains, circus trains, wreck trains and district relief service will be protected by Detroit District extra engineers.

(e) Former Gary District engineers residing at Montpelier assigned in the Detroit-Ft. Wayne service will be allowed one (1) hour and thirty (30) minutes travel allowance in each direction between Montpelier and Ft. Wayne.

(f) Former Gary District engineers residing at Montpelier assigned in the Detroit-Ft. Wayne service will be entitled to a three (3) hour call for trains going on duty at Ft. Wayne.

(g) In the event the Detroit-Peru Interdivisional pool is discontinued and that traffic is run in the Detroit-Ft. Wayne pool, the parties agree to meet and discuss the equity arrangement.

Appendix 2

M. BELLEVUE - DETROIT INTERDIVISIONAL AGREEMENT

In accordance with Article IX of the May 19, 1986 Brotherhood of Locomotive Engineers National Agreement, the Carrier may establish interseniority district through freight service between Detroit, Michigan and Bellevue, Ohio subject to the following conditions.

Section 1 - Assignment of Engineers

(a) Engineers will be assigned in regular, pooled, or extra service unless otherwise arranged by the parties.

(b) Detroit, Michigan will be the home terminal for Detroit District crews in this service and Bellevue, Ohio will be the away-from-home terminal.

(c) Bellevue, Ohio will be the home terminal for Toledo District crews in this service and Detroit, Michigan will be the away-from-home terminal.

Section 2 - Hours of Service Relief

(a) If a relief engineer is to be dispatched through Toledo, an ID engineer will be used.

(b) Interseniority district trains requiring relief on line of road under the Hours of Service Law will be relieved by the extra boards of the respective districts, depending on the district the crews outlaw.

(c) Location of the diesel units will determine location of the train when the crew outlaws.

Section 3 - Rates of Pay

(a) All miles run in excess of the miles encompassed in the basic days shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 19, 1986 by the number of miles encompassed in the basic day as of that date. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

(b) Engineers operating in this service will be allowed the miles actually operated with a minimum of a basic day.

(c) The Detroit District shall have rights to 50 percent of the mileage made in this service, while the Toledo District will have 50 percent of the mileage.

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(d) For the purpose of equalizing the mileage in this interseniority district service, the company will furnish the BLE Local Chairmen a statement twice a month showing the actual miles run by engineer(s) in this interseniority district service. Copy of this statement will also be furnished to the General Chairman.

(e) Whenever the engineer(s) of one district accumulate in excess of 3,500 miles above their percentage allotment, an adjustment will be made by the division officers and the local committees by reducing the number of engineer(s) assigned from the district having the overmileage or by increasing the number of engineer(s) assigned from the district having the under mileage, or both.

Section 4 - Learning the Road

An engineer will be furnished to pilot an engineer over that portion of the road on which he is not qualified on and which is not on his seniority district until such engineer has made five (5) round trips over that portion of the territory.

In the event an engineer who had five (5) round trips over the territory desires further assistance in learning the road, he will upon request, be accompanied by a Road Foreman of Engines or an Assistant Road Foreman of Engines who is qualified over the territory.

It is understood that the above will not apply to engineers who were qualified over the territory involved prior to the effective date of the service being established.

Section 5 - Laying Off

(a) Employees assigned in or used in this service will not be permitted to lay off at other than the home terminal of the assignment except in bona fide emergency cases. An employee laying off under the circumstances described herein will, when reporting for work, be required to do so at the home terminal of the assignment.

(b) In case of an employee laying off at the away-from-home terminal on this assignment in emergency, an extra employee from the extra board point protecting service for the terminal at which the employee laid off will be used and then deadheaded to his home terminal and be paid in accordance with the applicable deadhead rules in effect.

Section 6 - Protection

The provisions of Article IX, Section 7 of the May 19, 1986 National Agreement shall apply to engineers adversely affected by the application of this agreement.

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Section 7 - General

(a) When an engineer is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the engineer.

Note: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

(b) On runs established hereunder engineers will be allowed \$6.00 meal allowance after 4 hours at the away-from-home terminal and another \$6.00 allowance after being held an additional 8 hours.

(c) In order to expedite the movement of interdivisional district runs, engineers on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For engineers on longer runs, the Carrier shall determine the conditions under which such engineers may stop to eat. When engineers on such runs are not permitted to stop to eat, engineers shall be paid an allowance of \$1.50 for the trip.

(d) This agreement changes schedule agreements only to the extent necessary to implement service as set forth herein.

Section 8 - Effect of This Agreement

This agreement shall continue in effect subject to the provisions of the Railway Labor Act.

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N. COFFEEN COAL AGREEMENT

This is to confirm our conference of September 29, 1997 wherein we discussed the movement of coal traffic from Monterey Mine to Coffeen, Illinois that has been previously handled from Edwardsville, Illinois to Coffeen Illinois by Madison District crews. It is agreed as follows:

1. Pool freight service may be established between St. Louis, Missouri and Litchfield/Winston on the Brooklyn District, to Sorento, Illinois, via Burlington Northern trackage, and between Sorento, Illinois and Coffeen, Illinois on the Madison District. This service may be headquartered at St. Louis or Decamp, Illinois.
2. The mileage from St. Louis (Luther) to Decamp, Illinois is 33 miles. The mileage from Decamp to Litchfield/Winston, Illinois is 14.3 miles. The total mileage on the Brooklyn District is 47.3 miles. The mileage on the Madison District between Sorento and Coffeen, Illinois is 12 miles.

The equity for this service will be based on actual miles run. If the service is operated from Luther Yard, Brooklyn District engineers will have rights to 80% of the service and Madison District engineers will have rights to 20%. If the service is operated from Decamp, Brooklyn District engineers will have rights to 55% of the service and Madison District engineers will have rights to 45%. The term Madison District engineers includes the entire consolidated former NKP, Charleston-Madison District.

3. For the purpose of equalizing the mileage in this service, the company will furnish the BLE Local Chairmen a monthly statement showing the actual miles run by engineers in this service. Copy of this statement will also be furnished to the General Chairman. The initial assignment for this service will be one Madison District engineer and one Brooklyn District engineer. When the equity mileage owed to the Brooklyn District exceeds 10,000 miles, a Brooklyn District assignment will be advertised. In the event that no Brooklyn District engineer bids on an

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assignment in this service, a Madison District engineer will remain on the assignment and will work off the Brooklyn District equity until such time as a Brooklyn District engineer displaces to the assignment.

- 4(a). If the service is operated from Luther Yard, temporary vacancies shall be filled from the St. Louis extra board.
- 4(b). If the service is operated from DeCamp, Madison District vacancies will be filled from the St. Louis Extra Board and Brooklyn District vacancies from the Decatur Extra Board.

Note: Temporary, for the purposes of this agreement, means a vacancy that would not be advertised under the schedule rules.

- 5(a). Permanent Madison District vacancies not bid-in shall be filled from St. Louis Terminal.
- 5(b). Permanent Brooklyn District vacancies not bid in shall be filled from St. Louis Terminal if headquartered in St. Louis.
- 5(c). Permanent Brooklyn District vacancies not bid in will be filled from Decatur Terminal if headquartered in DeCamp.
- 6. Engineers will not be required to lose time to qualify in this service. Engineer pilots will be furnished for five round trips.
- 7. Nothing herein shall be construed as modifying or amending any of the provisions of the Agreements between the Carrier and the Organization except herein as specifically provided.

This agreement is effective on the date of execution and remains in effect until or unless changed under the provisions of the Railway Labor Act, as amended.

Note: Reference the memorandum agreement concerning the movement of coal traffic from Monterey Mine to Coffeen, Illinois.

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Paragraph 1 refers to "pool freight service." The parties recognize that the Carrier may operate pool freight, road switcher, or local freight service under this agreement.