

Rules and Rates of Pay for
**CONDUCTORS, TRAINMEN
and YARDMEN**



Norfolk Southern Railway Company

(Former Nickel Plate, Lake Erie and Western and Cloverleaf Districts)

Represented by

UNITED TRANSPORTATION UNION

TABLE OF CONTENTS

<u>TITLE</u>	<u>ARTICLE/ APPENDIX</u>	<u>PAGE</u>
Interpretations of Agreement/Past Practice	Article 1	3
Application for Employment	Article 2	4
Physical Examinations	Article 3	5
Seniority Rights and Promotion	Article 4	7
Seniority Districts and Rosters	Article 5	13
Interchangeable Rights	Article 6	15
Reduction in Force - Furlough	Article 7	39
Leave of Absence	Article 8	42
Passenger Service	Article 9	44
Rates of Pay/Pay Day/Omitted Time	Article 10	45
Freight Service	Article 11	52
Beginning and Ending of Day	Article 12	55
Arbitraries and Special Allowances	Article 13	56
Conversion Rule	Article 14	57
Short Turnaround Freight	Article 15	68
Road Switcher/Freight Runs	Article 16	69
Pilot and Light Engine Service	Article 17	72
Work Train Service	Article 18	73
Meals (Road)	Article 19	74

TABLE OF CONTENTS

Hours of Service	Article 20	75
Crew Consist	Article 21	77
Advertising and Filling Assignments/Vacancies	Article 22	105
Assigned Trainmen	Article 23	115
Regulations in Pool Service	Article 24	119
Deadheading	Article 25	120
Calling Trainmen and Yardmen	Article 26	128
Called and Not Used	Article 27	133
Runarounds	Article 28	134
Terminal Delay - Freight Service	Article 29	135
Held Away From Home Terminal/Lodging	Article 30	138
Switching Limits	Article 31	142
Road/Yard Movements and Interchange	Article 32	146
Time Limit on Claims	Article 33	166
Hearings and Discipline	Article 34	168
Attending Court/Jury Duty/Bereavement Leave	Article 35	171
Review of Testimony	Article 36	174
Cabooses	Article 37	175
Locker Rooms	Article 38	184
Vacation	Article 39	185
Paid Holidays	Article 40	200

TABLE OF CONTENTS

Communication Systems	Article 4 1	205
Union Shop - Check off	Article 42	208
Application of Yard Service Seniority	Article 43	215
Yard Service	Article 44	218
Five Day Work Week	Article 45	226
Coupling Air and Chaining Cars	Article 46	239
Crew Postings	Article 47	241
Self-Propelled Equipment	Article 48	242
Switchtenders	Article 49	243
Coordinations/Consolidations	Appendix 1	
Interdivisional Agreements	Appendix 2	

INDEX

SUBJECT	<u>ARTICLE/ APPENDIX</u>	<u>PAGE(S)</u>
address requirement	2	4
advertising vacancies	22	106
advertising yard assignments	44	219
aggregate	11	54
annulling or abolishing yard assignments	44	219
arbitraries	13	56
Argos understanding	14	58
basic day, freight service	11	52
beginning and ending of day	12	55
bereavement leave	35	172
caboose	37	175-183
called and released	27	133
called and not used	27	133
calling crews, extra yardmen	26	132
calling crews	26	128
conductor-only allowance	21	83
Coordinations/Consolidations	App. 1	
Bellevue-Sandusky	App. 1	1-10
Chicago	App. 1	11-15
Cleveland	App. 1	16-20

INDEX

Lafayette	App. 1	21-23
Peru	App. 1	24-27
Toledo	App. 1	28-32
coupling hoses	4 6	239
court attendance	3 5	171
crew postings	4 7	241
crew consist	2 1	77-104
protected employees	2 1	77
reserve boards	2 1	78, 80-82
deadheading	2 5	120-127
definitions		1
detail of earnings	1 0	50
direct deposit	1 0	50
disallowance of claim	1 0	51
discipline rule	3 4	168-170
dropping pool crew	1 1	54
dues, union shop	4 2	208-214
duplicate time payments	1 3	5 6
employment application rejection	2	4
emergency conductors	2 2	105
end of train devices	2 1	7 9
enhanced customer service	3 2	151-152

INDEX

extra boards, general	21	79-80
yardmen	21	85
false employment information	2	4
filling vacancies	22	105-1 14
final terminal delay	29	135-137
first-in first out rule	11	5 2
five day work week	4 5	226-23 8
furlough	7	39
held away from home terminal	3 0	138
holidays	40	200-204
hours of service	20	75-76
incidental work rule	32	147-148
initial terminal delay	29	135
interchange	3 2	150-151
Interdivisional Agreements	APP. 2	
Bellevue-Buffalo	APP. 2	27-36
Bellevue-Peru	APP. 2	8-13
Bellevue/Sandusky-Portsmouth	APP. 2	22-26
Cincinnati-Bellevue	APP. 2	56-59
Decatur-Bloomington	APP. 2	43-45
Detroit-Bellevue	APP. 2	53-55
Ft. Wayne-Bucyrus	APP. 2	37-40
Ft. Wayne-Columbus via Bellevue	APP. 2	14-17
Ft. Wayne-Conneaut	APP. 2	50-52
Fostoria-Avon	APP. 2	70-72
Frankfort-Cincinnati	APP. 2	18-21

INDEX

HMD Ft. Wayne-Chicago	APP. 2	41-42
Lima-Bellevue	APP. 2	4
Lima-Frankfurt	APP. 2	5-7
Muncie, Ft. Wayne, Portland, Frankfort and Cincinnati	APP. 2	60-69
Portsmouth-Hamilton	APP. 2	46-49
St. Louis-Coffeen	APP. 2	73-74
interpretations	1	3
jury duty	35	171
leave of absence	8	42
light engine movements	17	72
local freight guarantee	23	116
local freight conversion	14	57
locker rooms	38	184
locomotive supplies	37	181
locomotive standards	37	183
lodging	30	139-140
lunch rule, yard	44	222-223
meals, road service	19	74
more than one class of service	11	53
overtime, yard	45	232-233
overtime, yard extra employees	45	23 1-232

INDEX

passenger Service	9	44
past practice	1	3
paychecks	10	49
personal leave days	21	87-91
physical examinations	3	5-6
pilot service	17	72
radios	41	205
rate of pay, road service	10	45
recall to service	7	39
regularly assigned trainmen	23	115-118
regulating pool service	24	119
relief train service	11	54
road/yard movements	32	146-165
road meal allowance	30	141
road switchers	16	69-7 1
runarounds	28	134
self-propelled equipment	48	242
seniority		
conductor date	4	7
districts	5	13-14
interchangeable rights (prior)	6	15-38
qualify as yardmaster	4	11-12
requirement to exercise	4	7

INDEX

rosters	5	13
yard service	43	215-217
short trips and turnarounds	15	68
short crew allowance	21	83
specified runs	16	71
starting times, yard	44	220
step rates, new hires	10	45-47
student trips	2	4
supplemental check	10	50
switching limits	31	142-145
switchtenders	49	243
testimony review	36	174
time limit on claims	33	166-167
utility positions	21	78
vacancies		
foremen (exc. Cleveland & Chicago)	22	112
Chicago yardmen (South Bend jobs)	22	110
self propelled equipment	22	114
vacation	39	185-199
extra list qualifying	39	190
factored days	39	185
single day increments	39	191
on-duty injury qualifying	39	190

INDEX

work train service	18	73
yard work, defined	44	218
yard crews switching	44	223-224
yard service zones	32	148-149
yardmen reporting at Cleveland, Ohio	44	222

DEFINITIONS

- Assigned Run** A run which has been advertised and filled in accordance with Article 22, except that this shall not include positions in freight pools.
- Regularly assigned conductor** A conductor working regularly in a freight pool, or holding a run which has been advertised and assigned in accordance with Article 22, except that conductors holding positions on extra lists established in accordance with Article 22 shall not be considered regularly assigned conductors.
- Regularly assigned brakeman** A brakeman who is holding a position on an assigned run.
- Pool brakeman** A brakeman who is holding a regular position as such in freight pool or unassigned service.
- Extra freight conductor** A conductor who has been promoted to freight conductor who does not hold a regularly assigned position as such but who does hold a regular position on a regularly established freight conductors' extra list.
- Emergency freight conductor** - a Trainman who has been promoted to freight conductor who does not hold a regularly assigned position as conductor nor a regular position on a regularly established freight conductors' extra list. He may be working as a brakeman.
- Extra freight brakeman** - A trainman who holds a position on a freight trainmen's extra list.
- Available** - Where the word "available" is used it shall be understood to include the requirement that the employee so designated can get to the point where he is desired for duty and can perform such duty without delay to the service of the carrier and without violation of the articles of the schedule.
- Rest** - Where the reference to rest period, legal rest, etc., is used it shall be understood to mean full time off duty (eight or ten hours as provided by the Hours of Service Law), subsequent to last service.
- Utility brakeman** - A single position assignment created to expedite and/or assist efficient operations.

NOTE - Where the word "trainman" appears, it may denote either conductor, brakeman or yardman as the case may be.

PREAMBLE

Agreement between Norfolk Southern Railway Company and its employees, employed on that part of the Norfolk Southern Region known as the Nickel Plate District, the Lake Erie and Western District, and the Clover Leaf District, represented by the United Transportation Union, covering rates of pay and articles for overtime and working conditions effective April 1, 1999.

It is understood that employees currently working under the Chicago Memorandum Agreement will continue to be governed by the provisions of that agreement unless specifically changed herein.

**Article 1
Interpretations of Agreement/
Past Practice**

Section 1

All interpretations of, rulings on, changes in, or additions to these articles must be agreed upon by the management and general chairman and will be placed on notice boards for a period of 30 days and copies of same furnished the general and local chairmen.

Section 2

Copies of this agreement and supplements thereto will be furnished to employees working thereunder. Supplements and revised wage rate tables will be furnished as soon as consistent after they become effective.

Section 3

Past practice does not supersede a clear and unambiguous written rule.

Section 4

For convenience, references to gender, if any, in this agreement are made in the masculine gender. It is understood and agreed by the parties to this agreement that references to the masculine gender include both the masculine gender and the feminine gender.

**Article 2
Application for Employment**

Section 1

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

After members of a single training class are qualified for service, the relative senior-iv order of those employees from the same seniority district will be determined by the last four digits of their social security number (0001 first through 9999 last). This understanding does not affect the determination by the supervisor of when an individual trainee successfully completes the training program and begins performing service.

Section 2

Applicants required to make a student trip or trips will be compensated therefore by being allowed one-half of one minimum day at the basic through freight rate for each such student trip or tour of duty as required. Such allowance will be subject to and paid only after the applicant remains in service sixty (60) calendar days.

Section 3

An employee who has been accepted for employment in accordance with Section 1 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 on such a nature that the employee would not have been hired if the Carrier had timely knowledge of it.

Section 4

All trainmen shall keep the proper supervisory personnel advised of their current address.

Section 5

Any trainmen leaving the employ of the company will, upon request in writing, be given a service letter promptly by the superintendent, state laws permitting, stating term of service and capacity in which employed.

**Article 3
Board of Physicians - Physical Examinations**

Section 1

When physical or visual examinations are required by the company, the cost of such examinations will be borne by the company.

Section 2

When 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 company, and the employee will be compensated for time lost, if any. When facilities are available, such examinations will be made at the point where the employee is stationed.

Section 3

It is hereby agreed that any road conductor, road brakeman, yardman or switchtender who is disqualified for service due to alleged physical disability or who is held from service to undergo physical examination and is disqualified, and who contests such disqualification, will be privileged to have a physician of his own choosing to examine him. If the employee's physician contends that the employee is physically able to perform service, the employee or his representative will so notify the Carrier in writing with a written statement from the employee's physician within fifteen (15) days of the employee's disqualification and this notification will act to institute the following procedures:

A. The Carrier's designated physician shall promptly contact and consult with the employee's designated physician, and the two physicians will endeavor to agree upon the employee's qualification to perform service.

If the two physicians agree that the employee's condition is such that he may resume or continue in service, the employee will be paid for all time lost, if any. If the two physicians agree that the employee's condition justifies the disqualification then this particular issue will be considered closed, subject, however, to the procedures of Paragraph E hereof.

B. In the case two physicians are unable to agree as provided in Paragraph A above, they shall proceed to select a third physician who, if any special type of case is involved, will be a certified specialist in the disease or impairment which is alleged to be the employee's disqualification. The third physician thus selected will proceed to examine the

employee and render a report of his findings as promptly as possible, which report will contain a statement of the physician's opinion as to whether or not the employee is physically able to perform service in his occupation. This opinion will be final and binding on the parties; subject, however, to Paragraph E hereof.

C. If the majority of the physicians conclude that the employee is physically able to perform service in his occupation, the employee shall be permitted to return to service and will be paid for all time lost, if any.

D. The Carrier and the employee will each defray the fees and expenses incident to the use of their respective physicians. The fee of the third physician will be shared equally by the organization representing the employee and the Carrier. Any additional expense incurred in the application of Section 3 will be borne by the employee.

E. An adverse decision by the majority of the three physicians shall not act to bar the employee from requesting a re-examination by the Carrier to determine physical fitness at some later date, provided such request shall not occur earlier than ninety (90) days from the date of a decision obtained through the procedures of this agreement. Such a request will reinstitute the foregoing procedures for determination by the physicians representing the Carrier and the employee, including a third physician if necessary. In the event the employee is qualified as a result of examinations conducted under this section, he will be returned to service. The employee shall be entitled to a prompt reexamination, and if the re-examination is promptly conducted by the company physician [within ten (10) days of the date of receipt of the written request for reexamination], and is approved for service at the re-examination or within five (5) days thereafter, no claim for time lost will be valid. If the employee is disqualified by the company physician, any question of time lost will not be valid prior to the date of receipt of the employee's written request for reexamination in the further handling of this particular issue.

Article 4
Seniority Bights and Promotion

Section 1

Subject to the Articles of this agreement, trainmen who qualify and are promoted to conductor in their regular turn shall acquire seniority as conductor from the date of promotion and shall stand on the conductors roster in the same order that they stood on the trainmen's roster, unless otherwise provided.

Section 2

Trainmen when sick, disabled or injured may be permitted, regardless of seniority, to work in another class of service, provided their condition justifies such an arrangement, as long as approval is had in writing from the authorized representative of the organization concerned.

Section 3

A. An employee who has 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 under the applicable agreement or practice, exercise that displacement right within forty-eight (48) hours.

B. Failure of an employee to exercise displacement rights, as provided in Paragraph A above, will result in said employee being assigned to the applicable Extra Board, seniority permitting. (The applicable Extra Board is the Extra Board protecting the assignment from which displaced.)

C. This Section 3 is not intended to restrict any of the existing rights of a Carrier.

Question # 1:

On those properties where employees have less than 48 hours to exercise displacement rights, are such rules amended so as to now apply a uniform rule?

Answer:

No, the existing rules providing for less than 48 hours continue, unless the parties specifically agree otherwise.

Question #2:

Is an employee displaced under Section 3 A, electing to exercise seniority placement beyond thirty (30) miles of the current reporting point, required to notify the appropriate crew office of that decision within 48 hours?

Answer:

Yes.

Question #3 :

How is an employee covered by this Section 3 handled who fails to exercise seniority placement within 48 hours?

Answer:

Such employee is assigned to the applicable Extra Board, seniority permitting, pursuant to Section 3 B and subsequently governed by existing rules and/or practices.

Question #4:

How long a period of time does an employee have to exercise displacement rights outside the boundaries specified Section 1A?

Answer:

The exercise of displacement rights in such instances are governed by Section 4.

Question #5:

What happens if the employee notifies the Carrier that it is the employee's intent to displace outside of the 30 mile limit, then, after 72 hours, the employee is no longer able to hold that assignment?

Answer:

A new 48-hour period begins.

Question #6:

Is it the intent of Section 3 to impose discipline on employees who fail to exercise seniority within 48 hours?

Answer:

No, Section 3 B provides that in these circumstances the employee will be assigned to the applicable Extra Board, seniority permitting. The employee will then be subject to existing rules and practices governing service on such Extra Board.

Question #7:

Is this article intended to expand upon the displacement rights of an individual so as to create situations not currently provided for in existing agreements and practices?

Answer:

No.

Question #8:

If an employee notifies the Carrier of his intent to displace beyond the 30 mile limit, can such employee notify the Carrier subsequent to the expiration of the 48 hour period of his desire to displace within the 30 miles?

Answer:

No.

Question #9:

How is the 30 miles limit to be measured - rail or highway?

Answer:

Highway.

Question # 10:

When does the 48-hour time period within which the employee must exercise displacement rights begin?

Answer:

When properly notified under existing rules governing this situation.

Section 4

Trainmen who displace to an assignment outside the boundaries described in Section 3 are entitled to displacement rights in accordance with their seniority but must do so within a period of five (5) days immediately following the date displaced. If such choice is not made within five (5) days, they will be assigned to the appropriate extra board. Trainmen who are absent more than five (5) days when displaced, must exercise seniority rights when reporting for duty.

NOTE: Trainmen assigned to an extra board in accordance with Sections 3 and 4, shall lose their displacement rights.

Section 5

If a trainman who has been away from his assignment for any reason, marks up for duty, or a trainman exercises seniority to an assignment and does not work or go out on the assignment; the employee displaced shall, if available and provided he has not exercised seniority to and worked on another assignment, continue to hold it until the employee displacing him actually performs service on the assignment, subject to displacement by senior employees under the rules.

Section 6

If a trainman exercising displacement rights to an advertised vacancy does not submit a bid for such assignment, he shall again have displacement rights when the advertised vacancy is awarded.

Section 7

Conductors or trainmen voluntarily leaving the service will forfeit all rights as such and will not be reinstated as such.

Section 8

The seniority of any employee whose seniority in train or engine service is established after December 5, 1991 and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority

NOTE: Application of this Article 4 is subject to provisions of interchangeable rights agreements in effect.

Section 9

A. The promotion and assignment of conductors and brakemen shall be governed by ability and seniority, subject to their respective schedules.

B. All trainmen must accept promotion to conductor/foreman when offered by the Carrier. Once promoted, trainmen, including those already promoted, will not be permitted to voluntarily relinquish conductor/foreman rights.

Existing rules and practices governing promotion continue in effect.

C. The term “brakemen” or “trainmen” as used in this article includes both road brakemen and yard switchmen.

Section 10

When the need arises for additional engineers, the Carrier will post a bulletin advising that trainmen, conductors, yardmen, and hostlers interested in being considered for locomotive engineer training and eligible for consideration must so notify the appropriate Carrier officer in writing. These bulletins will be posted for a period of 30 days.

Disapproved candidates will be advised in writing that they have not been approved, the reasons provided as to why they were not approved, and the advice that they may reapply for consideration.

The above procedures will also apply to train service employees hired prior to November 1, 1985, consistent with applicable national agreements.

Section 11

The right to promotion shall be governed by seniority in service if competent.

Section 12

In the appointment of yardmasters, the senior yardman will in all cases be given full and unprejudiced consideration.

Section 13

Yardmen who have qualified as foreman and who so desire shall be given an opportunity to qualify for positions as yardmaster.

**Article 5
Seniority Districts and Rosters**

Section 1

Complete rosters of conductors and brakeman on each seniority district shall be posted on notice board at all terminals, and copies of the same shall be furnished to the general chairman and local chairmen for their respective seniority districts. Rosters shall be posted annually on January 1st and shall be open to protest for sixty (60) days, such protest to be made through the local chairmen of the organization.

Section 2

Upon request, local chairmen will be furnished list of changes in roster and reasons therefor.

Section 3

Complete rosters of yardmen shall be posted on notice board at all terminals and intermediate points where yardmen are assigned. Copies of same to be furnished general and local chairmen of their respective seniority districts. Rosters shall be posted annually on January 1st and shall be open to protest for 60 days, such protest to be made through the local chairman of the organization.

Section 4

Upon request local chairmen will be furnished list of changes in rosters and reasons therefore.

Section 5

- “B” District - Buffalo to Conneaut**
- “C” District - Conneaut to Bellevue**
- “F” District - Bellevue to Fort Wayne**

NOTE: Scioto-Sandusky District (Former PRR) attrites to Fostoria “F” District.

Toledo District (WLE)- Toledo to Bellevue, including Huron and Cleveland Yard)

Chicago District - Fort Wayne to Chicago

Lima-Frankfort District - Seniority district Sandusky to Tipton. Operating division Sandusky to Frankfort.

Peoria District - Seniority district Tipton to Peoria. Operating division Frankfort to Peoria.

IMC District - Argos to Michigan City, including territory to South Bend.

New Castle District- Cincinnati to Fort Wayne

**Charleston-Madison- Frankfort to St. Louis (Third and Fourth Subdivisions).
District**

**Article 6
Interchangeable Rights**

Section 1

Interchangeable seniority rights shall be established for trainmen (brakemen), yardmen (yard foremen and helpers) and switchtenders as hereinafter provided for on each of their respective seniority districts and/or division.

A. Seniority Districts

1. New Castle District, including Muncie Yard.

NOTE: Agreement effective July 1, 1948.

2. Peoria District, including Frankfort Yard.

NOTE: Agreement effective May 1, 1950.

3. Chicago District, including Chicago Yard.

4. Fostoria District, including Fort Wayne and Fostoria Yards.

NOTE: Scioto-Sandusky District (Former PRR) attrites to Fostoria District.

5. Cleveland District, including Bellevue and Cleveland Yards.

NOTE: Scioto-Sandusky District (Former PRR) Sandusky Yard attrites to Cleveland District.

6. Buffalo District, including Conneaut, Erie, and Buffalo Yards.

7. St. Louis District, including Madison, Charleston and Frankfort Yards.

8. Toledo District, including Delphos Yard (former Cloverleaf).

9. Sandusky District, including Lima, Findlay and Fostoria Yards.

10. Indianapolis District, including Indianapolis, Peru, and Michigan City Yards.

NOTE: Agreement effective June 28, 1961, for Items 3 through 10.

- 11. W&LE District, including Toledo and Cleveland Yards.**

NOTE: The W&LE District attrites to the Cleveland District.

B. Prior Rights

- 1. Trainmen holding seniority as brakemen in road service prior to the effective dates of the above agreements shall retain prior rights in road service on their respective seniority districts according to their then existing seniority standing.**

- 2. Yardmen holding seniority as yardmen prior to the effective date of the above agreements shall retain prior rights in yard service in their respective yards where employed according to their then existing seniority standing.**

- 3. Seniority rosters shall be prepared for each seniority district showing the names and seniority dates of brakemen with prior rights in road service on their respective seniority districts as of the close of the day preceding the applicable agreement date in Paragraph A above.**

- 4. Seniority rosters shall be prepared showing the names and the seniority dates of yardmen (yard foremen and helpers) with prior rights in yard service at their respective yards where employed as of the close of the day preceding the applicable agreement date in Paragraph A, above.**

- 5. These rosters shall be captioned "Prior Right Trainmen", or "Prior Right Yardmen", whichever is appropriate, as per this agreement.**

- 6. The phrase, "prior rights" means that trainmen or yardmen with prior rights to service on a particular seniority district, division or yard shall have seniority over employees who, although older in service, hold no prior rights on such seniority district, division or yard.**

C. Interchangeable Seniority Rights

- 1. Separate seniority rosters shall be prepared for other than prior right employees for each seniority district or division and for each yard. Each roster shall designate the seniority district or division or yard covered and will be captioned, "Trainmen - Yardmen with interchangeable seniority rights in train and yard service, effective with the applicable agreement date in Paragraph A."**

2. Rosters of such employees with interchangeable seniority rights shall include the names of all trainmen (brakemen) and all yardmen (yard foremen and helpers) in the relative order of their seniority in service prior to the applicable agreement date in Paragraph A. The roster shall show the name of each brakeman and yardman and his seniority date as established on the prior right rosters.

3. Brakemen and yardmen employed on and after the applicable agreement date in Paragraph A shall have their names and seniority dates added to the rosters covering interchangeable seniority rights.

4. Employees in the exercise of interchangeable seniority rights who have transferred from road to yard service, will be governed by rules and rates of pay in yard service, and those who have transferred from yard to road service will be governed by rules and rates of pay in road service.

5. Employees (brakemen or yardmen) employed on or after the applicable agreement date in Paragraph A will not have any prior rights to service and will not be included or added to the seniority rosters showing the names of brakemen and yardmen, respectively, who are to retain prior rights as provided herein.

6. Commencing with the operative date of the above agreements, employees may exercise their seniority to road or yard service or from one yard to another on their respective seniority districts in accordance with their seniority standing, on the 1st and 16th of any month by giving the proper authority at least ten (10) days advance notice in writing. Employees exercising seniority under this paragraph may not again exercise such seniority for a period of thirty (30) day's except where reduced from a regular assignment to the extra list or when cut off the extra list.

(a) Concerning the application of the June 28, 1961 Interchangeable rights Agreement on the Indianapolis-Michigan City District.

Employees on the IMC District may exercise interchangeable rights from road to yard, or vice versa, including regular assigned runs in road service.

(b) Concerning the application of the May 1, 1950 Interchangeable Rights Agreement on the Peoria District.

Employees on the Peoria District may exercise interchangeable rights from road to yard, or vice versa, including regular assigned runs in road service.

7. An employee reduced to the extra list in the service to which he has exercised seniority, may elect to remain on such extra list or the employee may exercise divisional yard, road or switchtender seniority rights whichever the case may be.

Paragraphs above are to be applied as follows:

A road brakeman acquiring displacement rights cannot exercise his rights to the yard until reduced to the extra board. Likewise, a yardman acquiring displacement rights cannot go to the road until reduced to the extra board. Otherwise, they must give ten (10) days advance notice prior to the 1 st and 16th of each month, and when an employee exercises his rights under this arrangement the employee has full displacement rights.

NOTE: "reduced to the extra board" for the purpose of this Article is defined as when a brakeman is unable to hold a regular assignment on the territory the extra board protects.

8. The following agreements are not reproduced verbatim, but are continued in effect:

Agreement effective July 1, 1948, covering interchangeable rights as between roadmen and yardmen on the New Castle Division.

Agreement effective May 1, 1950, covering interchangeable rights as between roadmen and yardmen on the Peoria Division.

NOTE: Also See Article 25 - Reduction in Force.

D. A junior conductor or brakeman with interchangeable rights who is working in road service and is forced under the articles to an outlying assignment on his seniority district, cannot give up the assignment and exercise his seniority under the Interchangeable Seniority Rights Agreement to the yards, so long as he remains the junior employee in road service.

When a conductor or brakeman with interchangeable rights is junior, in the same grade of service, to the employee who has been forced to the outlying assignment marks up

in road service, or in the case of brakemen there is a new hire, then the conductor or brakeman who has been forced will be allowed to exercise his seniority under the Interchangeable Seniority Bights Agreement.

Section 2

Effective June 29, 1961, interchangeable seniority rights shall be established for brakemen as herein provided for, on each of their respective seniority districts and/or divisions.

A. Seniority Districts

Toledo Division (1st and 2nd Subdivisions) and Sandusky Division.

B. Prior Rights

1. Trainmen holding seniority as brakemen prior to the effective date of this agreement shall retain prior rights on their respective seniority districts according to their then existing seniority standing.

2. Seniority rosters shall be prepared for each seniority district showing the names and seniority dates of brakemen with rights in road service on their respective seniority districts as of the close of the day preceding June 29, 1961.

3. These rosters shall be captioned "Prior Right Trainmen (brakemen), Toledo Division." "Prior Bight Trainmen - (brakemen), Sandusky Division."

4. The phrase "Prior Rights" means that trainmen with prior rights to service on their respective seniority district and/or division shall have seniority over an employee who, although older in service, hold no prior rights on such seniority district and/or division.

5. Trainmen employed on or after June 29,196 1, will not have any prior rights to service and will not be included or added to the seniority rosters showing the names of brakemen who are to retain prior rights as provided herein.

C. Interchangeable Seniority Rights

1. Separate seniority rosters shall be prepared for other than prior right employees for each seniority district and shall designate the seniority district and/or division covered and will be captioned "Trainmen (brakemen) with interchangeable seniority rights in train service, effective June 29, 196 1."

2. Rosters of employees with interchangeable seniority rights shall include the names of all trainmen (brakemen) in the relative order of their seniority as brakeman prior to June 29, 1961. The roster shall show the name of each brakeman, and his seniority date, as established on the prior right rosters showing the names of each individual brakeman with prior rights.

3. Trainmen (brakemen) acquiring seniority under this agreement shall be considered the same as though employed June 29, 1961, and shall have their names added to the seniority rosters in the same relative order of their seniority as brakemen prior to June 29, 1961.

4. Brakemen employed on and after June 29, 1961 shall have their names and seniority dates added to the rosters covering interchangeable seniority rights.

5. Commencing with the operative date of this agreement, employees (brakemen) may exercise their seniority from the Toledo Division to the Sandusky Division and vice versa, in accordance with existing rules now in effect.

6. This agreement shall not affect prior interchangeable seniority agreements now in effect on the respective districts.

Section 3 - Interseniorty Districts

Effective March 31, 1976, interseniorty district rights shall be established for conductors and brakemen as herein provided for, on each of their respective seniority districts and/or divisions.

A. Seniority Districts

- 1. Muncie Division - former Sandusky Districts
and
- 2. Muncie Division - former New Castle Districts
and
- 3. Muncie Division - former Peoria Districts

B. Prior Rights

1. Conductors and brakemen holding seniority as such prior to the effective date of this agreement shall retain prior rights on their respective seniority districts according to their then existing seniority standing.

2. Seniority rosters shall be prepared for each seniority district showing the

names and seniority dates of conductors and brakemen with rights in road service on their respective seniority districts as of the close of the day preceding March 31, 1976.

3. These rosters shall be captioned (1) "Prior Rights Conductors and Brakemen, Sandusky District", (2) "Prior Rights Conductors and Brakemen, New Castle District", (3) "Prior Rights Conductors and Brakemen, Peoria District", and will be prepared as follows:

(a) Prior Rights Conductors and Brakemen - Sandusky District

- (i) Prior Rights Sandusky employees
- (ii) Prior Rights New Castle and Peoria employees with seniority dates dovetailed.

(b) Prior Rights Conductors and Brakemen - New Castle District

- (i) Prior Rights New Castle employees
- (ii) Prior Rights Sandusky and Peoria employees with seniority dates dovetailed.

(c) Prior Rights Conductors and Brakemen - Peoria District

- (i) Prior Rights Peoria employees
- (ii) Prior Rights Sandusky and New Castle employees with seniority dates dovetailed.

4. The phrase "Prior Rights" means that conductors and brakemen on their respective seniority district and/or division shall have seniority over employees who, although older in service, hold no prior rights on such seniority district and/or division.

5. Employees hired on or after March 31, 1976, will not have any prior rights to service and will not be included or added to the seniority rosters showing the names of conductors and brakemen who are to retain prior rights as provided herein.

C. Interseniorty District Rights

1. Conductors and brakemen acquiring seniority under this agreement shall be considered the same as though employed on March 31, 1976, and shall have their names added to the seniority rosters in the same relative order of their seniority as conductors and brakemen prior to March 31, 1976.

2. Employees hired or promoted on and after March 31, 1976, shall have their names and seniority dates added to the rosters covering interseniorty district rights.

3. Commencing with the effective date of this agreement, employees may exercise their seniority from the Sandusky District to the New Castle or Peoria Districts, from the New Castle District to the Sandusky or Peoria Districts and from the Peoria District to the Sandusky or New Castle Districts, in accordance with existing rules now in effect.

4. This agreement shall not affect prior interchangeable seniority agreements now in effect on the respective districts.

5. **Peoria District**

(i) Employees of the former NKP Peoria District may bid on and accept assignment on any position of the former Wabash Forrest District.

Employees of the former Wabash Forrest District may bid on and accept assignment on any position of the former NKP Peoria District.

In the event no bids are received for a vacancy on an assignment in the territory between Peoria and Gibson City, an employee of the former Wabash Forrest District may be force assigned.

(ii) Employees of the former NKP Peoria District will retain prior rights to service on their former district.

Employees of the former Wabash Forrest District will retain prior rights to service on their former district

(iii) Temporary must-fill vacancies on the former NKP Peoria District, which cannot be filled in the normal manner, will be filled by employees from the former Wabash District in the normal manner.

Section 4

For the purpose of establishing a procedure to fill vacancies and establish extra lists for conductors and trainmen on that part of the Muncie seniority district established by the inter-seniority district rights agreement of March 31,1976:

A. The consolidated seniority district as established effective March 31 , 1 9 7 6 will be divided as outlined below into zones, each with its own source of supply location:

1. Lima Zone
 - (a) Lima
 - (b) Delphos
 - (c) Findlay
 - (d) Fostoria
 - (e) Fremont
2. Muncie Zone
 - (a) Muncie
 - (b) New Castle
 - (c) Alexandria
 - (d) Bluffton
 - (e) Marion
 - (f) Baer Field
3. Frankfort Zone
 - (a) Frankfort
 - (b) Kokomo (subject to attrition to the LEW)
 - (c) Lafayette
 - (d) Gibson City
 - (e) Bloomington
 - (f) Tipton

B. Regular assignments will be bulletined and filled in the same manner as heretofore.

C. Extra lists will be established in each zone to protect vacancies in that zone. Unless otherwise provided, one extra board may be established at each of the three zone headquarters as listed in Paragraph A.. Conductors' extra lists may be established in accordance with the applicable articles.

D. When no bids are received for regular assignments, the junior qualified employee working in that zone will be assigned.

If no such employee is available in that zone, it will be filled from the next nearest source of supply location. An employee forced from one zone to another zone in these circumstances may return to his original zone when an employee becomes available in that zone to fill the vacancy.

E. Seniority permitting, employees, by giving a ten (10) day written notice, may elect the zone in which they prefer to perform service. In the event there is a surplus of employees in one zone and a shortage of employees in another zone, the junior

employees not having prior rights in the zone having the surplus will be required to protect service in the zone needing additional employees.

Section 5

Effective May 1, 1981, inter-seniority district rights shall be established for conductors and brakemen as herein provided for, on each of their respective seniority districts and/or divisions.

A. Seniority Districts

1. Muncie Division - former Sandusky, New Castle and former Peoria Districts.
2. Muncie Division - former Indianapolis District.

B. Prior Rights

1. Conductors and brakemen on the Muncie Division - former Sandusky, New Castle and Peoria Districts - who, as of April 30, 1981 hold rights as conductors and brakemen on the aforementioned seniority districts shall retain such rights.
2. Conductors and brakemen on the former Indianapolis District on the effective date of this agreement shall retain such rights.
3. The phrase "Prior Rights" means that conductors and brakemen on their respective seniority district and/or division shall have seniority over employees who, although older in service, hold no prior rights on such seniority district and/or division.

C. Interseniority District Rights

1. Conductors and brakemen acquiring seniority under this agreement 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 conductors and brakemen prior to May 1, 1981.
2. Seniority rosters shall be prepared for each seniority district showing the names and seniority dates of conductors and brakemen with rights in road service on their respective seniority districts as of the close of the day preceding May 1, 1981.

These rosters shall be integrated as follows:

- (a) Prior Rights Conductors and Brakemen - Indianapolis District
 - (i) Prior Bights Indianapolis employees.
 - (ii) New Castle, Sandusky and Peoria employees with seniority dates dovetailed.
 - (iii) Employees with seniority dates subsequent to March 3 1, 1976, but prior to May 1, 1981.
- (b) Prior Rights Conductors and Brakemen - New Castle District
 - (i) Prior Bights New Castle employees.
 - a) Prior Bights Sandusky and Peoria employees dovetailed.
 - b) Employees with seniority dates subsequent to March 31,1976, but prior to May 1,1981.
 - (ii) Prior Bights Indianapolis employees.
- (c) Prior Rights Conductors and Brakemen - Sanduskv District
 - (i) Prior Rights Sandusky employees.
 - a) Prior Bights New Castle and Peoria employees dovetailed.
 - b) Employees with seniority dates subsequent to March 31, 1976, but prior to May 1,1981.
 - (ii) Prior Bights Indianapolis employees.
- (d) Prior Rights Conductors and Brakemen - Peoria District
 - (i) Prior Bights Peoria employees.
 - a) Prior Rights Sanduski and New Castle employees dovetailed.

b) **Employees with seniority dates subsequent to March 31, 1976, but prior to May 1, 1981.**

(ii) **Prior Bights Indianapolis employees.**

3. **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 trainmen who are to retain prior rights as provided herein.**

4. **Employees hired or promoted on and after May 1, 1981, shall have their names and seniority dates added to the rosters covering interseniority district rights.**

5. **Commencing with the effective date of this agreement, employees may exercise their seniority from one district to another in accordance with existing rules now in effect.**

6. **This agreement shall not affect prior interchangeable or interseniority district agreements now in effect on the respective districts.**

Section 6

Effective August 1, 1981 , interseniority district rights shall be established for conductors and brakemen as herein provided for, on each of their respective seniority districts and/or divisions.

A. Seniority Districts

1. **Muncie Division - former Sandusky - New Castle, Peoria Districts and former Indianapolis District.**

2. **Muncie Division- former St. Louis District, including Frankfort Yard, 3rd and 4th subdivisions.**

B. Prior Rights

1. **Conductors, brakemen and yardmen holding seniority as such prior to the effective date of this agreement shall retain prior rights on their respective seniority districts according to their then existing seniority standing.**

2. **Conductors and brakemen on the Muncie Division - former Sanduski-New Castle, Peoria and Indianapolis Districts - who, as of August 1, 1981, hold rights as trainmen on the aforementioned seniority districts shall retain such rights.**

3. **Conductors, brakemen and yardmen on the former St. Louis District on the effective date of this agreement shall retain such rights.**

4. **The phrase "Prior Rights" means that conductors, brakemen and yardmen on their respective seniority district and/or division shall have seniority over employees who, although older in service, hold no prior rights on such seniority district and/or division.**

5. **A seniority roster for the former St. Louis District prior rights Frankfort yardmen and St. Louis District (third and fourth subdivisions) prior right trainmen will be established to effect this agreement only and will be as follows:**

(a) Prior Rights Conductors and Brakemen - St. Louis District

St. Louis District Prior Right trainmen and St Louis District Prior Right Frankfort yardmen will be ranked in accordance with their relative standing on the prior right seniority rosters.

The rosters as provided for in Item (a)(i) shall be integrated with the above-mentioned Muncie Division seniority districts.

(b) Prior Rights Conductors and Brakemen - New Castle District

(i) Prior Rights New Castle employees

a) Prior Rights Sanduski and Peoria employees dovetailed.

b) Employees with seniority dates subsequent to March 31, 1976, but prior to May 1, 1981.

(ii) Prior Rights Indianapolis employees.

(iii) New St Louis District rosters as provided for in I term (a) (i) .

(c) ~~Prior Rights~~

(i) Prior Rights Peoria employees.

- a) **Prior Bights Sandusky and New Castle employees dovetailed.**
- b) **Employees with seniority dates subsequent to March 31, 1976, but prior to May I, 1981.**
 - (ii) **Prior Rights Indianapolis employees.**
 - (iii) **New St. Louis District rosters as provided for in Item (a)(i).**

The above-mentioned Muncie Division rosters will be bottomed on the present St. Louis District (Third, Fourth Subdivision and Frankfort Yard) Interseniorty District Bights rosters effective June 28, 196 1 in the following manner:

- (c) **Prior Rights Conductors and Brakemen - St. Louis District**
 - (i) **Prior Rights St. Louis District employees.**
 - (ii) **Prior Rights Peoria, New Castle and Sandusky employees dovetailed.**
 - a) **Employees with seniority dates subsequent to March 31, 1976, but prior to May 1, 1981.**
 - (iii) **Indianapolis employees.**

C. **Interseniorty District Rights**

1. **Trainmen acquiring seniority under this agreement shall be considered the same as though employed on August 1, 198 1 and shall have their names added to the seniority rosters in the same relative order of their seniority as trainmen prior to August 1, 1981.**

2. **Employees hired on or after August 1,198 1, will not have any prior rights to service and will not be included or added to the seniority rosters showing the names of trainmen who are, to retain prior rights as provided herein.**

3. **Employees hired or promoted on and after August 1,198 1, shall have their names and seniority dates added to the rosters covering interseniorty district rights.**

4. **Commencing with the effective date of this agreement, employees**

may exercise their seniority from one district to another in accordance with existing rules now in effect

5. This agreement shall not affect prior interchangeable or inter-seniority district agreements now in effect on the respective districts.

Charleston/Madison District - St. Louis Terminal

(i) Employees on the St Louis Terminal Consolidated Seniority Roster will acquire rights to all work on the former Cloverleaf territory, St. Louis-Frankfort (Charleston-Madison District). When there are no Nickel Plate employees with a seniority date prior to November 20,199 1, (including the St. Louis Nickel Plate yardmen) desiring to work assignments in that territory, Wabash employees will be entitled to the work

(ii) When no bids are received for any assignment established in the territory, St. Louis-Frankfort, the Carrier may force-assign the junior employee on St. Louis Terminal extra list to the permanent vacancy. Additionally, any temporary vacancies on any assignment in the territory not filled by any other manner, may be filled from the St Louis Terminal extra list So long as a former NKP employee is working an assignment, NKP schedule rules will govern that assignment.

Section 7

Effective November 1, 1981 , interseniority district rights shall be established for conductors and brakemen as herein provided for, on each of their respective seniority districts and/or division.

A. Seniority Districts

1. Fort Wayne Division - former Chicago District

and

2. Lake Erie Division - former Fostoria District

B. Prior Rights

1. Conductors and brakemen holding seniority as such prior to the

effective date of this agreement shall retain prior rights on their respective seniority districts according to their then existing seniority standing.

2. Seniority rosters shall be prepared for each seniority district showing the names and seniority dates of conductors and brakemen with rights in road service on their respective seniority districts as of the close of the day preceding November 1, 198 1.

3. These rosters shall be captioned (1) "Prior Bights Conductors and Brakemen, Chicago District," (2) "Prior Bights Conductors and Brakemen, Fostoria District," and will be prepared as follows:

- (a) Prior Rights Conductors and Brakemen - Chicago District
 - (i) Prior Bights- Chicago employees
 - (ii) Prior Bights - Fostoria employees
- (b) Prior Rights Conductors and Brakemen - Fostoria District
 - (i) Prior Bights - Fostoria employees
 - (ii) Prior Bights - Chicago employees

4. The phrase "Prior Rights" means that conductors and brakemen on their respective seniority district and/or division shall have seniority over employees who, although older in service, hold no prior rights on such seniority district and/or division.

5. Employees hired on or after November 1, 198 1, will not have any prior rights to service and will not be included or added to the seniority rosters showing the names. of conductors and brakemen who are to retain prior rights as provided herein.

C. Interseniorty District Rights

1. Conductors and brakemen acquiring seniority under this agreement shall be considered the same as though employed on November 1,198 1, and shall have their names added to the seniority rosters in the same relative order of their seniority as conductors and brakemen prior to November 1, 198 1.

2. Employees hired or promoted on and after November 1, 198 1, shall have their names and seniority dates added to the rosters covering interseniorty district rights.

3. Commencing with the effective date of this agreement, employees may exercise their seniority from the Chicago District to the Fostoria District; from the Fostoria

District to the Chicago District in accordance with existing rules now in effect.

4. This agreement shall not affect prior interchangeable or interseniority district agreements now in effect on the respective districts.

Section 8

Effective November 2, 198 1, interseniority district rights shall be established for conductors and brakemen as herein provided on each of their respective seniority districts and/or divisions.

A. Seniority Districts

1. Muncie Division - former Muncie Division

and

2 Fort Wayne Division - former Chicago District

and

3. Lake Erie Division - former Fostoria District

B. Prior Rights

1. Conductors and brakemen holding seniority as such prior to the effective date of this agreement shall retain prior rights on their respective seniority districts according to their then existing seniority standing.

2. Seniority rosters shall be prepared for each seniority district showing the names and seniority dates of conductors and brakemen with rights in road service on their respective seniority districts as of the close of the day preceding November 2, 198 1.

3. These rosters shall be captioned (1) "Prior Rights Conductors and Brakemen, Muncie Division," (2) "Prior Rights Conductors and Brakemen, Chicago District," (3) "Prior Rights Conductors and Brakemen, Fostoria District," and will be prepared as follows:

(a) Prior Rights Conductors and Brakemen - New Castle District

(i) Prior Rights New Castle employees.

- a) **Prior Bights Sandusky and Peoria employees dovetailed.**
- b) **Employees with seniority dates subsequent to March 31, 1976, but prior to May 1, 1981.**
- (ii) **Prior Bights Indianapolis employees.**
- (iii) **New St. Louis District rosters as provided for in Item 1 (A) of Agreement effective August 1, 1981.**
- (iv) **Prior Bights Chicago and Fostoria employees with seniority dates dovetailed.**
- (b) **Prior Rights Conductors and Brakemen - Sandusky District**
 - (i) **Prior Rights Sandusky employees.**
 - a) **Prior Bights New Castle and Peoria employees dovetailed.**
 - b) **Employees with seniority dates subsequent to March 31, 1976, but prior to May 1, 1981.**
 - (ii) **Prior Bights Indianapolis employees.**
 - (iii) **New St. Louis District rosters as provided for in Item 1 (A) of the Agreement effective August 1, 1981**
 - (iv) **Prior Rights Chicago and Fostoria employees with seniority dates dovetailed.**
- (c) **Prior Rights Conductors and Brakemen - Peoria District**
 - (i) **Prior Rights Peoria employees.**
 - a) **Prior Bights Sandusky and new Castle employees dovetailed.**
 - b) **Employees with seniority dates subsequent to March 31, 1976, but prior to May 1, 1981.**
 - (ii) **Prior Bights Indianapolis employees**

(iii) New St. Louis District rosters as provided for in Item 1 (A) of the Agreement effective August 1, 198 1.

(iv) Prior Rights Chicago and Fostoria employees with seniority dates dovetailed.

(d) Prior Rights Conductors and Brakemen - St. Louis District

(i) Prior Bights St. Louis District employees as established Agreement dated June 28, 1961.

(ii) Prior Bights Peoria, New Castle and Sandusky employees dovetailed.

a) Employees with seniority dates subsequent to March 31, 1976, but prior to May 1, 1981.

(iii) Indianapolis employees.

(iv) Prior Rights Chicago and Fostoria employees with seniority dates dovetailed.

(e) Prior Rights Conductors and Brakemen - Chicago District

(i) Prior Bights Chicago employees as established by agreement dated November 1, 198 1.

(ii) Prior Bights Fostoria District employees as established by agreement dated November 1, 198 1.

(iii) Prior Bights Peoria, New Castle and Sandusky employees dovetailed.

a) Employees with seniority dates subsequent to March 31, 1976, but prior to May 1, 1981.

(iv) Indianapolis employees.

(v) New St. Louis District rosters as provided for in Item 1 (A) of the agreement dated August 1, 198 1.

- (f) **Prior Rights Conductors and Brakemen - Fostoria District**
 - (i) **Prior Bights Fostoria employees as established by agreement dated November 1,198 1.**
 - (ii) **prior Bights Chicago employees as established by agreement dated November 1, 1981.**
 - (iii) **Prior Rights Peoria, New Castle and Sandusky employees dovetailed.**
 - a) **Employees with seniority dates subsequent to March 31, 1976, but prior to May 1, 1981.**
 - (iv) **Indianapolis employees.**
 - (v) **New St. Louis District rosters as provided for in Item 1 (A) of the agreement dated August 1, 198 1.**

4. The phrase "Prior Bights" means that conductors and brakemen on their respective seniority district and/or division shall have seniority over employees who, although older in service, hold no prior rights on such seniority district and/or division.

5. Employees hired on or after November 2, 198 1, will not have any prior rights to service and will not be included or added to the seniority rosters showing the names of conductors and brakemen who are to retain prior rights as provided herein.

C. Interseniorty District Rights

1. Conductors and brakemen acquiring seniority under this agreement shall be considered the same as though employed on November 2, 198 1, and shall have their names added to the seniority rosters in the same relative order of their seniority as conductors and brakemen prior to November 2, 198 1.

2. Employees hired or promoted on and after November 2,198 1, shall have their names and seniority dates added to the rosters covering interseniorty district rights.

3. Commencing with the effective date of this agreement, employees may exercise their seniority from one district to another in accordance with existing rules now in effect.

4. This agreement shall not affect prior interchangeable or inter-seniority district arrangements now in effect on the respective districts.

Section 9

Interchangeable seniority rights shall be established for conductors and brakemen as herein provided for, on each of their respective seniority districts and/or divisions.

A. Seniority Districts

1. Lake Division - former Buffalo District
2. Lake Division - former Cleveland District

B. Prior Rights

1. Conductors and brakemen holding seniority as such prior to the effective date of this agreement shall retain prior rights on their respective seniority districts according to their then existing seniority standing.

2. Seniority rosters shall be prepared for each seniority district showing the names and seniority dates of conductors and brakemen with rights in road service on their respective seniority districts as of the close of the day preceding May 16, 1984.

3. These rosters shall be captioned (1) "Prior Rights Conductors and Brakemen, Buffalo District," (2) "Prior Rights Conductors and Brakemen, Cleveland Districts," and will be prepared as follows:

- (a) Prior Rights Conductors and Brakemen - Buffalo District
 - (i) Prior Rights - Buffalo District employees
 - (ii)** Prior Rights - Cleveland District employees
- (b) Prior Rights Conductors and Brakemen - Cleveland District
 - (i) Prior Rights - Cleveland District employees
 - (ii)** Prior Rights - Buffalo District employees

4. The phrase "Prior Rights" means that conductors and brakemen on their respective seniority district and/or division shall have seniority over employees

who, although older in service, hold no prior rights on such seniority district and/or division.

5. Employees hired on or after May 16, 1984, will not have any prior rights to service and will not be included or added to the seniority rosters showing the names of conductors and brakemen who are to retain prior rights as provided herein.

C. **Interchangeable Seniority Rights**

1. Conductors and brakemen acquiring seniority under this agreement shall be considered the same as though employed on May 16, 1984, and shall have their names added to the seniority rosters in the same relative order of their seniority as conductors and brakemen prior to May 16, 1984.

2. Employees hired or promoted on and after May 16, 1984, shall have their names and seniority dates added to the rosters covering interchangeable seniority rights.

3. As of May 16, 1984, employees may exercise their seniority from the Buffalo District to the Cleveland District or from the Cleveland District to the Buffalo District; in accordance with existing rules.

Section 10

Interchangeable seniority rights shall be established for conductors and brakemen as herein provided for, on each of their respective seniority districts and/or divisions.

A. **Seniority Districts**

1. Fort Wayne Division - includes former Muncie Division, (New Castle, Sandusky, Peoria, employees with seniority dates subsequent to March 31, 1976 but prior to May 1, 1981, Indianapolis, St. Louis Districts) Chicago District and Fostoria District.

2. Pittsburgh Division - Buffalo and Cleveland Districts.

B. **Prior Rights**

1. Conductors and brakemen holding seniority as such prior to the

effective date of this agreement shall retain prior rights on their respective seniority districts according to their then existing seniority standing.

2. Seniority rosters shall be prepared for each seniority district showing the names and seniority dates of conductors and brakemen with rights in road service on their respective seniority districts as of the close of the day preceding May 17, 1984.

3. These rosters shall be captioned (1) "Prior Rights Conductors and Brakemen, Fort Wayne Division," (2) "Prior Rights Conductors and Brakemen, Buffalo and Cleveland Districts," and will be prepared as follows:

(a) Prior Rights Conductors and Brakemen - Fort Wayne

(i) Prior Rights Fort Wayne Division employees.

(ii) Prior Rights Buffalo and Cleveland District employees with seniority dates dovetailed.

(b) Prior Rights Conductors and Brakemen - Pittsburgh Division - Buffalo District

(i) Prior Rights Pittsburgh Division Buffalo District employees

(ii) Prior Rights Pittsburgh Division Cleveland District employees.

(iii) Existing Fort Wayne Division Roster

(c) Prior Rights Conductors and Brakemen - Pittsburgh Division - Cleveland District

(i) Prior Rights Cleveland District Roster

(ii) Prior Rights Buffalo District Roster

(iii) Existing Fort Wayne Division Roster

4. The phrase "Prior Rights" means that conductors and brakemen on their respective seniority district and/or division shall have seniority over employees who, although older in service, hold no prior rights on such seniority district and/or division.

5. Employees hired on or after May 17, 1984, will not have any prior rights to service and will not be included or added to the seniority rosters showing the names of conductors and brakemen who are to retain prior rights as provided herein.

C. Interchangeable Seniority Rights

1. Conductors and brakemen acquiring seniority under this agreement shall be considered the same as though employed on May 17, 1984, and shall have their names added to the seniority rosters in the same relative order of their seniority as conductors and brakemen prior to May 17, 1984.

2. Employees hired or promoted on and after May 17, 1984, shall have their names and seniority dates added to the rosters covering interchangeable seniority rights.

3. As of May 17, 1984, employees may exercise their seniority from one district to another in accordance with existing rules now in effect.

4. This shall not affect prior interchangeable seniority agreements now in effect on the respective districts.

Section 11

In the application of the interchangeable rights agreements effective March 3 1, 1976, May 1, 1981, August 1, 1981, November 1, 1981, November 2, 1981, May 16, 1984 and May 17, 1984, it is understood and agreed that conductors and trainmen will not be force assigned to a position other than on their prior rights territory. Such prior rights territory is as outlined in the aforementioned agreements.

Article 7
Reduction in Force - Furloughed Men

Section 1

Trainmen reduced from extra lists will be furnished promptly all necessary information requested by them concerning the points where their seniority will permit them to mark up. Reduced trainmen exercising seniority in accordance with this paragraph will be recalled to the point from which cut off; provided a written request is filed with the appropriate supervisor. Trainmen will not be given written notice when reduced.

NOTE: Trainmen who do not elect to exercise seniority to another point when reduced under Section 1 above, will not again be permitted to do so for a period of ninety (90) days unless recalled to the point from which they were reduced.

Section 2

Trainmen who are reduced will not be required to obtain a leave of absence until recalled to service in accordance with this agreement Service permitting, reduced trainmen will not be recalled to points other than the point from which last reduced. A trainman may, however, file written request at the proper office to be recalled to any point if he so desires.

Section 3

After reduced trainmen have been properly notified (certified mail) that their seniority will require them to work at the last point cut off and they do not respond to such notification, they will be considered as being on an oral leave of absence for thirty (30) days. If the employee fails to comply within such thirty (30) day period, he will be considered as having terminated his services with this Company and his record marked accordingly.

Section 4

Trainmen who are cut off and whose services are required-at another point will be given proper notification (certified mail) in reverse order of seniority and thirty (30) days in which to comply after receipt of such notification. If the employee fails to comply within such thirty (30) day period, he will be considered as having terminated their services with this Company and their records marked accordingly.

Section 5

It is understood that when employees are urgently needed at a point where there are reduced employees, such employees will be given notice to exercise their seniority within ten (10) days at the point from which cut off or lose their seniority and be considered out of service. Such notice will be given in accordance with the following form:

“Dear Sir:

You are hereby advised that you are urgently needed at _____ your last point cut off. Therefore, in accordance with the following paragraph of this understanding, ‘In the event that employees are urgently needed, and before hiring employees, the leaves of absence, as referred to in the preceding paragraph, will be canceled and the employees will be instructed to mark up at once, in accordance with Sections 2 and 3, or forfeit their seniority’, you are hereby instructed that within ten (IO) days after receipt of this letter you must exercise your seniority at _____, the last point you cut off.

If you fail to do so, you will be considered as having terminated your services with this Company and your record will be marked accordingly.

Should you have any questions regarding this matter, please contact the Trainmaster’s Office immediately.”

NOTE: Section 5 is applied at times when all employees furloughed at a particular point have been notified to return to service.

NOTE: The term “point” is defined as another extra list.

Section 6

When necessary to increase the forces at any point, instead of employing new employees, furloughed trainmen from any district will be given first opportunity, and will

make themselves available for such service, provided that such furloughed trainmen have advised their trainmaster in writing that they are desirous of and willing to accept such service as may be available on any other district until such time as positions on their home seniority lists will entitle them to service on their home districts. Effort will be made to keep employees in their respective classes of service.

Section 7

Such employees shall retain their rights on the first roster while temporarily working in the territory of another roster.

Section 8

When a trainman from a first roster goes to work in the territory covered by a second roster, his seniority on said roster shall be determined by applicable agreement. The local chairman in the territory covered by the second roster shall be furnished with such information by the trainmaster or yardmaster within five days. When trainmen who are working in the territory of the second roster are recalled to service in the territory of the first roster and return to such service, they shall forfeit seniority rights on the second roster and their names shall be removed therefrom. When such employees are recalled to service in the territory of the first roster, they shall be required to report for service within 30 days if they desire to retain their rights on the first roster, otherwise they shall forfeit all rights on the first roster. If they choose to remain at work in the territory of the second roster, they shall retain any rights they may have acquired on the second roster.

**Article 8
Leave of Absence**

Section 1

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

Section 2

Trainmen will be granted leave of absence on request in case of sickness or physical disability of themselves or member of their family, 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. When the requirements of the service will permit, leave of absence for other satisfactory reasons may also be granted, not to exceed ninety (90) days within any consecutive six (6) months' period. The following procedure will govern for all leaves of absence.

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

B. Trainmen off thirty (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 (A) and (B) above is understood to mean the superintendent or his designated representative.

Section 3

Local chairman may request that trainmen off duty thirty (30) days or more, account sickness or disability, be required to report for examination by local company physician and such request will be acted on promptly. If local chairman is not satisfied with report of local company physician, he may request, and such request will be granted, to have examination of such trainman conducted by the medical director who shall be the judge as to whether continued sick leave is justified or whether the trainman should be required to return at once to the service of the company. Any trainman failing to report for examination within ten (10) days after notice of requirement of such examination is received, shall be dropped from the service of the Carrier, except when such failure to report is the result of unavoidable delay, in which case the time may be extended to include such delay.

Section 4

Trainmen 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 5

The requirements of this Article shall not apply to trainmen disqualified by medical director, or receiving annuity from the Railroad Retirement Board, or disabled in service.

Section 6

Trainmen promoted to or accepting official or supervisory positions with the company or the Untied Transportation Union shall retain their seniority ranks and rights.

NOTE: Supervisory positions include Yardmaster and Dispatcher positions.

Article 9
Passenger Service

Articles pertaining to passenger service are not reproduced. If passenger service should be re-established, the passenger service rules contained in the schedule agreement affecting conductors and trainmen effective May 1, 1953, as amended by subsequent national agreements, will apply.

Article 10
Rates of Pay/Pay Day/ Omitted Time

Section 1

Through and irregular freight, work, construction, snow plow, or wreck train service shall be paid as set forth in applicable national agreements.

Section 2

A. For service paid the local or freight rate, said rates are set forth in applicable national agreements.

B. Road switcher service shall be paid at the .5-day yard rate of pay without a mileage component.

Section 3

In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in tram or engine service is established 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 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.

Q- 1: An employee, hired on December 1, 1985, works 6 tours of duty per month and, accordingly, on December 1, 1986 he will have worked 72 tours of duty. If he continues to work 6 tours of duty per month and on January 10, 1987 he will have worked his 80th tour of duty, will he be entitled to an increase to 80% of the regular rate effective January 11, 1987?

A-1: Yes.

Q-2: An employee hired subsequent to the effective date of the UTU Agreement performs his 79th tour of duty on the 365th day following his date of hire.

(a) When would this employee receive a 5% increase in rate progression?

(b) Would a new 365/80 qualifying period then begin?

A-2: (a) After performance of the 80th tour of duty.

(b) Yes.

Q-3: An employee hired subsequent to the effective date of the UTU Agreement attains his 80th tour of duty 240 days after entering service. Would this employee receive the 5% increase at that time or at the expiration of 365 calendar days?

A-3: At the expiration of 365 calendar days.

Q-4: It is intended that the 365 calendar day period be continuous without interruption, such as furlough, injury, illness, suspension resulting from disciplinary action, etc.?

A-4: Yes, however, a subsequent 365 calendar day period for purposes of this article would not commence until the involved employee attains his 80th tour of duty.

Q-5: An employee hired subsequent to the effective date of the UTU Agreement performs his first tour of duty on January 5, 1987. Would this employee receive a 5% increase after completion of his 80th tour of duty on January 5, 1987 or will he have forfeited the increase by failing to make the 80 tours of duty within the 365 day period, January 1, 1986 - January 1, 1987?

A-5: The 5% increase would be applicable following the 80th tour of duty, i.e., as of January 6, 1987.

Q-6: If an employee subject to the entry rate provisions of this article is disciplined, and such discipline is subsequently set aside with pay for time lost, will such pay for time lost be

credited toward the 80 tours of duty in a 365 calendar day period?

A-6: Yes.

Q-7: In application of Section 6, when an engine service employee is placed on the bottom of the appropriate ground service roster in compliance with Section 2, Establishing Brakeman Seniority, of Article III - Firemen or a train service employee transfers to engine service on or after November 1, 1985, is such employee considered a new employee and subject to the entry rate provisions?

A-7: No. This section is intended to apply solely to "new hires" who had not established seniority in train or engine service on that railroad.

Q-8: If an employee does not have 80 tours of duty at the end of a 36.5 day period, will the 365 days be extended until 80 tours are accumulated and at that point a new 365 day period would commence?

A-8: Yes.

Section 4

A. An employee who is subject to Article IV. Section 5 of the UTU Implementing Document A of November 1, 199 1 (Rate Progression - New Hires) on the effective date of this article shall have his position on the rate progression scale adjusted to the next higher level upon promotion to conductor/foreman or engineer (on a carrier party hereto on which the UTU represents engineers). Such an employee who has already been promoted to conductor/foreman or engineer shall have his position on the rate progression scale adjusted to the next higher level on the effective date of this article.

B. The next adjustment to an employee's position on the rate progression scale after the adjustment specified in subsection A of this Section shall be made when such employee completes one year of "active service" (as defined by the aforementioned Article IV. Section 5) measured from the date on which that employee would have attained the position on the rate progression scale provided pursuant to subsection A of this Section.

Q- 1: What rate of pay is applicable to employees who are promoted to conductor (foreman) and/or engineer but are working as brakemen (helpers) and/or hostler?

A-1: Once an individual is promoted to conductor (foreman) and/or engineer, that employee receives the applicable rate percentage, regardless of the craft in which they are working, until such time as they reach the next rate step in accordance with Article IV, Section 5 of the 199 1 Implementing Document.

Q-2: An 80% entry rate employee promoted to Conductor March 1, 1996, immediately elevates to the 85% entry rate. On his July 1, 1996 hiring anniversary date does the entry rate of that employee increase to 90%?

A-2: No. The employee goes to 90% on July 1, 1997.

Q-3: What constitutes "promotion to yardmaster" as contained in Document "B" Article VI - Rate Progression - Section I?

A-3: For application of this article, when an employee has been qualified to work a yardmaster position.

Q-4: An employee is elevated to the next step in the rate progression upon promotion from brakeman to conductor. Does that employee elevate to the next step upon subsequent promotion to engineer?

A-4: Yes, where UTU is the certified representative for the craft of locomotive engineer.

Q-5: If an individual is promoted to conductor and thereby advanced to the next higher wage step, will the wage step be advanced again if later promoted to foreman?

A-5: No.

Q-6: Where existing promotion rules or practices provide for the automatic promotion to conductor and engineer upon promotion to either conductor or engineer, will an employee be elevated two (2) steps on the wage scale?

A-6: Yes.

Q-7: Are rate progression adjustments applicable to employees who establish seniority as trainmen after June 1,1996?

A-7: Yes.

Section 5

Employees on assignments reporting to Argos will receive the 5-day road switcher rate of pay.

Section 6

Carrier will, except for employees in the State of New York, inaugurate bi-weekly paydays on every other Friday. In the event payday falls on a legal holiday, the preceding day, Thursday, will be payday.

Section 7

Employees desiring to have their bi-weekly paychecks mailed to their home address may do so in accordance with the following:

- A. Employees must make application on the form prescribed for home delivery.**
- B. Fifty (SO) cents to cover postage and cost of handling will be deducted from each employee's check who has requested home delivery.**
- C. The Carrier will in addition to mailing the employee's check also mail under the same or separate cover the employee's Statement of Itemized Earnings.**
- D. Employees presently receiving free delivery due to unusual circumstances must make application for home delivery within thirty (30) days of the effective date of this Agreement or such home delivery will cease and checks will be sent to the usual location on the division or terminal as the case may be.**
- E. Employees 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.**
- F. 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 division or terminal timekeeper as the case may be for necessary handling.

Section 8

Employees 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) and attach a voided bank check. Mail it to Payroll Accounting, 110 Franklin Rd. SE, Roanoke, VA 24042-0057.

Section 9

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 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 time claims, etc.).

Itemized records of payments referred to above will be furnished to the employees at the same pay location where pay checks are made available.

Any rules contained in the respective schedule agreements which conflict with any provisions of this Article are modified accordingly.

Section 10

Trainmen who are short eight (8) hours or more in their pay, shall upon request, be given a time voucher for the omitted time. When it is known in advance of the pay date that the shortage exists, voucher for the omitted time will be given without request provided that the time slip involved has been filed in the designated place at the completion of their trip or tour of duty.

Section 11

Trainmen shall be promptly notified in writing when time is not allowed as per time claim and the reason therefore. Additionally, the employee shall be advised what time will be allowed.

**Article 11
Freight Service**

Section 1

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.

Section 2

The miles encompassed in the basic day in through freight service and through passenger service and the divisor used to determine when overtime begins 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.

Section 3

When runs advertised in excess of a basic day, do not travel the full advertised mileage and overtime accrues, overtime shall be computed on the basis of actual miles traveled (minimum of a basic day) and not on the basis of advertised mileage.

NOTE: Advertised runs are to be paid actual miles traveled.

Section 4

Mileage made in doubling hills, running for water or helping other trains when necessary to cut off engine shall be used in determining the total mileage run on trip.

Trainmen handling cars to and/or from South Lorain via South Lorain Branch, Cleveland District, shall add six miles to the other miles run on the trip.

Section 5

Crews holding positions in pool or unassigned service will run or deadhead first-in first out, except as otherwise provided. They will not run off the division to which they are regularly assigned, except in case of accident or obstruction of road upsetting the ordinary course of business.

More Than One Class of Road Service (Award of Referee Cheney under National Agreement, May 25, 195 1.)

Trainmen performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip.

Question 1- Does this Article apply to trainmen in unassigned and/or assigned road service?

Answer - Yes.

Question 2- Does this Article apply to trainmen at an intermediate point or between two intermediate points where trainmen are required to perform road service not incident to the normal trip?

Answer - Yes.

Question 3- Does this Article set aside lap-back or side trip rules?

Answer - No.

Question 4- Does this Article set aside existing conversion rules?

Answer - No.

*** * * ***

Question 7- Does this Article apply to trainmen who are required at an intermediate point or points to perform work tram service?

Answer - Yes.

Question 8- Does this Article apply where road trainmen are instructed at the outset of a trip before leaving the initial terminal to perform another class of road service outside of the terminal?

Answer - Yes.

Section 6

Trainmen shall be considered as arriving in the terminal in the order in which they pass the yard limits, except that in the case of a yard and road work train working both in and out of the yard, their position with respect to crews arriving from the road shall be determined by the order in which their respective engines actually reach the pit track.

The principles contained in the preceding paragraph applicable to road work trains would be applied to crews used to perform service in a yard at the completion of their trip or tour of duty in establishing their position on the crew register.

Section 7

When it is the time for a pool crew to be called at the home terminal and there is a conductor vacancy on the crew and there is not an available conductor on the extra list or no emergency conductors available, the place of this crew in the pool shall be transferred to the foot of the list and the next available pool crew will be used. The place of the crew transferred to the foot of the list will be placed immediately behind the last crew on the register at that time.

Section 8

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

Buffalo District	7-1/2 hours
Cleveland District8 hours
Fostoria District	7-1/2 hours
Bellevue-Blair or Fostoria Turns.....	8 hours
Chicago District.....	8-1/2 hours
Fort Wayne-Knox Turns11 hours
Fort Wayne-Argos Turns	10 hours
Sandusky District	8-1/2 hours
Lima District	6 hours
Peoria District..	10 hours

Section 9

If there is no crew available with the unexpired time specified in Section 8, an emergency crew or the crew with the greatest amount of unexpired time may be used.

NOTE: When an emergency crew is used in pool service such crew shall take the conditions of such service and on arrival of the crew at the home terminal, the crew used will be withdrawn from the pool and the men used thereon will be disposed of as provided for in these articles.

Section 10

When a crew is required for relief train or for emergency work train, the pool crew first-out, with legal rest, shall be used. If no such pool crew is available an extra crew may be made up. In either event Sections 5,8, and 9 of this Article shall not apply. Emergency work train means work train required account interruption of service or similar situation.

Article 12
Beginning and Ending of Day

Section 1

In all classes of service, other than passenger, trainmen's 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.

**Article 13
Arbitraries and Special Allowances**

Section 1

Excepting payments under rules applying to work performed at initial and final terminal delays, all arbitraries and special allowances applying to road service, other than passenger, under rules, 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.

Where no rules are in effect covering work performed at terminals, the practices in regard to the character of work permissible or duties required at terminals are not to be extended.

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 train or engine 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 previously eliminated, shall not be subject to general, cost-of-living or other forms of wage increases.

**Article 14
Conversion Rule**

Section 1

Trainmen in through or irregular freight service required to pick up and/or set off a car or cars at three or more points during any one trip or tour of duty shall be paid local freight rates for the entire service performed. Stops made (1) at first point to pick up cars other than cabin or caboose and at last points to set off cars other than cabin or caboose; (2) at foreign line junction points, not exceeding four in a number, when interchange cars only are picked up and/or set off; (3) for setting off defective cars, (4) for doubling hills; (5) for setting out cars or picking up cars, (but not setting out and picking up at the same point) for the purpose of adjusting tonnage of the train to established engine ratings, shall not be counted as stops under this article.

Section 2

Except as provided in (5) above, a stop covers picking up and/or setting off cars at one point between the time train is stopped and the entire train is coupled and ready to Still-t.

Section 3

Trainmen required to load or unload freight or to do station switching shall be paid local or way freight rates.

Section 4

Switching necessary in picking up cars shall not be considered "station switching". Switching for the purpose of placing cars at loading or unloading locations, other than cars loaded with livestock or highly perishable freight, shall be considered "station switching". If, in order to set out a car(s) clear of main line, it is necessary to move a car(s) that are set for loading or unloading from a "spot", such car(s) shall be replaced on the "spot" and so doing shall not be considered "station switching".

Section 5

When employees in through freight service become entitled to the local rate of pay under applicable conversion rules, the daily local freight differential (56 cents for conductors and engineers and 43 cents for brakemen and firemen under national agreements) will be used as the basis for calculating hourly rates, including overtime. The local freight mileage differential (.56 cents per mile for conductors and .43 cents for

brakemen and firemen under national agreements) will be added to the through freight mileage rates, and miles in excess of the number encompassed in the basic day in through freight service will be paid at the combined rate.

UNDERSTANDING, ARGOS, INDIANA

When Nickel Plate District trainmen handle cars to or from tracks on Lake Erie and Western District side at Argos not designated as exchange 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.

When Lake Erie and Western District trainmen handle cars to or from tracks on Nickel Plate District side at Argos not designated as exchange tracks, such service shall be considered station switching and shall automatically convert rate paid for trip from through freight rate to pick up rate.

(Questions and Answers from 1926 Arbitration Award Interpretations, Revised to Conform to December 12, 1947 Agreement.)

Question 3 1 - A train picks up and sets off other than interchange cars at one point, later leaves a portion of train in one part of final terminal, and then leaves balance of train in another part of final terminal, and proceeds with caboose to end of run, what rate will apply?

Answer - Through & eight rates at last point to set off cars other than cabin or caboose does not count.

Question 32 - Train picks up and/or sets off other than interchange cars at two pints, later leaves a portion of train in one part of final terminal and then leaves balance of train in another part of final terminal and proceeds to end of run, what rate will apply?

Answer - Local freight rates providing crew couples up remainder of train after making first set off in the final terminal and moves it to another part of the final terminal.

Question 33 - A through freight train starting from terminal "A" receives part of their train at the yard office, moving from that point with caboose attached to another point in the yard where the full tonnage of the train is picked up, or if not the full tonnage then whatever cars are to go. Would the stop at the second point in the yard constitute a "Stop" under this article?

Answer - Yes.

Question 34 - A through freight train has cars for a large industrial plant located four miles from "A". This industrial plant operates a railroad which is a common carrier running between "A" and the plant. All cars for this industrial plant are handled from "A" to the plant by the privately operated railroad. Would stops to set off cars at "A" for this industrial plant be considered as setting off interchange cars at a foreign line junction?

Answer - Yes.

Question 35 - Does Exception (2) apply if only interchange cars are set off or picked up at junction points with industrial switching railroads, which roads are recognized common carriers?

Answer - Yes.

Question 36 - Does Exception (2) contemplate road crew picking up or setting off cars only on interchange tracks, or does it include where such interchange cars are handled by yard engine to or from interchange tracks, the road crew picking up or setting off such cars in the yard?

Answer - Includes handling of such cars by yard crews at foreign line junction points.

Question 37 - Crew sets off six cars at a branch line junction for delivery to a connecting line at a point located one mile distant from the branch line connection. Cars are moved from branch line connection to interchange track by a branch line crew. Does the set off at the branch line connection come under Exception (2)?

Answer - No, as branch line connection is not the foreign line junction point.

Question 38 - A crew on through freight train stops at five foreign line junction points to pick up or set off interchange cars only but makes no other stops enroute. Should local freight rates apply?

Answer - No. Only stops in excess of four for this purpose are to be counted under this Article.

Question 39 - Under Exception (2) does interchange with two foreign lines at one station constitute one foreign line junction point or two?

Answer - One, if entire train is only coupled up once.

Question 40 - If a train picks up from or sets off interchange cars for two different railroads on two different tracks at one point, does it count as one or two stops?

Answer - One interchange providing the entire train is not coupled up during the time work is performed.

Question 41 - Does the number of railroads from which cars are received have any bearing in determining the number of stops to be counted when they are picked up?

Answer - No, second paragraph of Article governs.

Question 42 - Train picks up and/or sets out interchange cars, and before coupling up ready to proceed goes to another track, picks up and/or sets off additional interchange cars, after which train is coupled up ready to proceed. How many points does this constitute?

Answer - One interchange point.

Question 43 - If stop is made at a foreign line junction point to pick up or set out interchange cars and one car is set out at the station proper or is picked up from the station proper does this count as a "stop" under this Article?

Answer - If station switching is not involved, counts as a "stop" and not an interchange point.

Question 44 - A train picks up and/or sets off interchange cars at six points; picks up and/or sets off both interchange and other cars at one point. What rate will apply?

Answer - Local freight rates.

Question 45 - Train picks up and/or sets off interchange cars at five points; picks up and/or sets off other than interchange cars at two points. What rate will apply?

Answer - Local freight rates.

Question 46 - Train picks up and/or sets off interchange cars and before coupling up ready to start proceeds to another track to pick up and/or set off other than interchange cars, after which train is coupled up ready to proceed. Does this constitute one or two stops?

Answer - One stop.

Question 47 - A train picks up and/or sets off other than interchange cars at two points; picks up and/or sets off both interchange and other cars at one point; picks up and/or sets off interchange cars at four points. What rate will apply?

Answer - Local freight rate.

Question 48 - A train picks up and/or sets off only interchange cars at four points; picks up and/or sets off other than interchange cars at one other point; picks up and/or sets off both interchange and other cars at one point. This train makes only one stop at each point for the purpose of doing the work. What rate will apply?

Answer - Through freight rates.

Question 49 - (a) If one or more cars originating on carrier's own rails are picked up and/or set off during a stop at which interchange cars are also handled, will it count as an interchange stop or will it count as other than an interchange stop?

(b) In the preceding question does it have any bearing on the question whether or not the cars other than interchange are on the same track as the interchange cars?

Answer - (a) Other than an interchange stop.

(b) No.

Question 50 - Does Exception (4) of Article 14 affect rules as to doubling hills except as to counting the number of stops?

Answer - No.

Question 51 - If, on account of weather conditions through freight train is required to set out a portion of train due to train freezing up, would this constitute a "stop" under this Article?

Answer - No.

Question 59 - Crew makes trip from "A" to "D" and returns makes set off or pick ups at "B" and "C", leaves the entire train at "D", the turning point for delivery to connecting line, gets full tonnage from "D", takes same to terminal "A".

Does the pick up at “D”, the turning point, count as a stop, or does it come under the provisions of Exception (5)?

Answer - “D”, turnaround point, should be treated as a way or intermediate point.

Question 65 - Does Article 14 apply to regularly scheduled (symbol) Fast Freight or merchandise runs paid through freight rates?

Answer - Yes.

Question 66 - Does Article 14 apply to crews in short turnaround freight service?

Answer - Yes.

Question 68 - Does Article 14 apply to any service other than freight service which is paid the freight rate, such as milk trains, work trains, mixed trains, circus trains, pusher and helper and similar miscellaneous service?

Answer - No.

Question 72 - Does the distance between tracks on which trains pick up and/or set off cars have any bearing on the number of stops to be counted?

Answer - Article 14, second paragraph states “a stop covers 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.” Distance is not a factor.

Question 73 - At some stations there is more than one point where cars are picked up or set out. For example, some cars are dropped in South Yard, balance of train coupled up and proceeds to North Yard, where some cars are picked up. Does this count as more than one stop toward local rates?

Answer - Two stops.

Question 74 - In turnaround service, does the turning point count as a stop under Article 14?

Answer - Yes, unless it is a junction point with connecting lines and interchange cars only handled.

Question 75 - Crew operating on a turnaround basis. Is turning point to be counted as a

stop toward local rate. on same basis as any point enroute?

Answer - Yes.

Question 76 - A crew on through freight train stops at the east end of a yard at an intermediate point and sets off cars. Couples up entire train and moves to west end of-yard, and picks up cars. Is this one or two stops under this article?

Answer - Two stops.

Question 77 - An industry is located within the limits of the town on Station B; the siding connection to the main track is north of the station. A southbound train has cars for delivery to the station siding and for delivery to the industry track. Crossover the northward track is located opposite the station building. The train is stopped at this point, delivery made at the station siding and a backward movement is made on the northward track by engine with cars for delivery to the industry siding, after which the engine returns and crosses over to southward track, couples to the train and proceeds. Should the set off at the industry siding and the station siding be counted as two stops?

Answer - One stop.

Question 78 - At "B", a side track is a stub end with a facing point switch. Westbound trains having cars to set off on this siding are required to stop at "A", switch cars for "B" ahead of the engine and push them in on siding at "B". This work under former conversion rules has been considered as two stops. Would this be counted as one stop or two stops?

Answer - If entire train is coupled up at "A" after shifting cars ahead of engine; then stops at "B" to set off cars, it would count two stops.

Question 79 - Crew leaves terminal with part of their train, picks up additional cars at the freight house one mile from the yard, and stops at "A", a distance of six miles; leave their caboose and train to go to a junction point with another division of the same railroad one mile distant, set off and pick up cars, return to "A" and continue to their terminal. Would they be entitled to a count of two or three stops under Article I4?

Answer - Two stops.

Question 80 - Train picks up and/or sets off other than interchange cars at two points,

then sets off entire train other than caboose at another point (which may be inside or outside terminal limits) what rate will apply?

Answer - Through freight rates.

Question 81 - Train leaves terminal with caboose only and picks up at three points other than interchange points. What rates will apply?

Answer - Through freight rates, as first stop to pick up cars other than cabin or caboose does not count.

Question 82 - Crew leaving terminal "A", picks up entire train at "B", and sets train off at "C" and takes caboose to terminal "D". "B" and "C" are outside of terminal limits. Are "B" and "C" to be considered the first and last points referred to in Exception (1)?

Answer - Yes.

Question 83 - Where station switching described in the article is not involved, does setting off or picking up on two or more tracks in the same yard or station count as one stop, providing all set-offs and pick-ups are made before the entire trip is coupled up and ready to start?

Answer - Yes.

Question 85 - Does stop count under Article 14, if engine is cut off and takes water and coal, and while doing so, yard crew switches cars out of and places others in train?

Answer - No.

Question 86 - A crew in through freight service makes two stops to pick up or set off cars, which are counted under Article 14, receives orders to stop at a third point and place car loaded with livestock, which is already at that point, at pen for unloading. Does this constitute a third stop and give crew the local rate?

Answer - As this car was not set off at the third point by the crew which was required to place it, the work in connection with placing the car would constitute station switching and entitle the crew to the local rate.

Question 87 - A through freight crew is ordered to stop at 'x' and place car already at that point for unloading milk. It is necessary to move other car or cars to place

this car on "spot". Does this constitute station switching and entitle crew to local freight rate?

Answer - Yes, for the reason that the car handled at "X" was not a car set off at that point by this crew.

Question 88 - Train picks up interchange cars, then crew is instructed to switch out cars not in their train and leave first out to be picked up by another train. What rate will apply?

Answer - As the cars switched and left first out to be picked up by another train were not set out of their train such work would constitute station switching and entitles crew to local freight rate.

Question 89 - Through freight train has three cars loaded with other than livestock or highly perishable freight destined to Station "G". At "G", there are four sidings.

Example (a) - Siding no. 1 is empty; Siding no. 2 has room for five cars. Agent desires cars placed at end of Siding no. 3, which is empty, and which is farther from main track than Siding no. 1 on which they could be placed clear of main line. Would the placing of cars on Siding no. 3 constitute station switching under Article 14?

Example (b) - Siding no. 1 is full, Siding no. 3 is empty and Agent desires the three cars placed at end of Siding no. 2 necessitating the rehandling of cars thereon. Would such work constitute station switching under this article?

Answer - (a) No.
(b) Yes.

Question 90 - A through train makes pick up at an intermediate point. In doing so, it is necessary to switch out and replace several cars that are not included in the pick up. Does this constitute station switching within the meaning of this article?

Answer - No.

Question 91 - A through freight crew sets off cars not loaded with livestock or highly perishable freight and places for loading or unloading without switching any other cars. Is this station switching under this article?

Answer - No, but should be counted as a stop.

Question 92 - Does the setting off and placing at unloading places of cars loaded with other than livestock or highly perishable freight, constitute "switching" under this article?

Answer - No, if switching of other cars is not necessary.

Question 93 - Should the placing of empty cars from train for loading at an industry be considered as station switching?

Answer - Constitutes a stop (not station switching) unless other cars are handled in which case it would be station switching.

Question 94 A crew has a car of L.C. freight which would be set out at a station on any convenient track if it did not contain small shipments of highly perishable freight and is, therefore, placed at platform for unloading. Would this be considered "station switching" and entitle crew to local freight rate?

Answer - No.

Question 9.5 - Does Article 14 supersede all pick up and drop and conversion rules as applied to Through or Irregular Freight Service regardless of whether or not rules superseded were not advantageous to employees?

Answer - Yes.

Question 99 - Does the unloading of company material or supplies by other than train crew, such as on work train where Maintenance of Way Employees do loading or unloading, entitle crew to local freight rates?

Answer - Not subject to Article 14.

Question 100-If a crew runs "A" to "B" and immediately returns to "A", but is paid a minimum day in each direction, is each run considered separately under Article 14?

Answer - Yes.

Question 105-Westbound crews are stopped at a foreign line junction point to switch out and pick up interchange cars for eastbound movement and take them to another point or terminal for eastbound movement in order to avoid delay in stopping eastbound fast freight at said Junction point.

(a) Does the picking up of interchange cars at a foreign line

junction point, destined to points East and West, by a westbound crew constitute service coming within Exception (2) of Article 14?

- (b) Does the setting off at an intermediate point by westbound crews of interchange cars picked up at another point for eastbound movement by another train constitute a "stop" or "station switching" under Article 14?**

Answer -

(a) Yes.

- (b) Should be considered the same as the setting off of other than interchange cars.**

Question 108-(a) Through freight crews are required to drill out cars for their own train from interchange cars at a foreign line junction point, throwing out cars for other trains on the side tracks without classifying the latter. Does the drilling out of cars for their own train constitute "station switching" under Article 14?

- (b) Through freight crews are required to drill out cars for their own train from interchange cars at a foreign line junction point, throwing out cars for other trains on the side tracks without classifying the latter. Does the drilling out of cars for their own train constitute "station switching" under Article 14.**

Answer -

(a) No.

- (b) No. Only interchange cars are handled.**

Question 109-Through freight crew in turnaround service delivered train in hump yard at turnaround point, uncoupled engine, ran to rear of train, coupled on to caboose and moved to westbound departure yard where cars for the return trip were picked up. Does this count as one or two stops under Article 14?

Answer -

Exception (1) of Article 14 provides that coupling on to caboose and moving it to westbound departure yard, where cars for return trip were picked up, is not handling of entire-train according to the second paragraph of Article 14 and, therefore, work performed at this point counts as one stop.

Article 15
Short Turnaround Freight

Trainmen in pool or irregular freight service may be called to make short trips and turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with a minimum of a basic day; provided, (1) that the mileage of all the trips does not exceed 100 miles; (2) that the distance from the terminal to the turning point does not exceed 25 miles; and (3) that the trainmen shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day, subject to the first-in, first-out article or practice.

Question - Do the provisions of this Article require that the call specify that the crew is to be used in turnaround service?

Decision - Yes, the call should specify short turnaround service.

Question - Must number of trips be specified when call is made?

Decision - No.

(From Interpretation No. 1 to Supplement No. 25 to General Order No. 27.)

Question 104 - Must the crew actually leave the terminal before the expiration of eight hours?

Decision. - No; but crews should not ordinarily be required to begin work on the second or succeeding trips when it is apparent that the departure from the terminal will be delayed beyond eight hours from going on duty on initial trip.

Question 105 - In operating turnaround service under this section may crews be turned at a terminal out of which other crews operate?

Decision - Yes.

Question 106 - Where crews are called for turnaround service, in what territory may they be used?

Decision - They may be used in either or both directions out of the initial terminal in territory where it is permissible to use them for other than short turnaround trips.

**Article 16
Road Switcher/Freight Runs**

Section 1

The following rules will not be applicable to employees working on runs designated as Road Switchers:

- A. The "Local Freight Guarantee" Rule
- B. The "Initial and Final Terminal Delay" Rule
- C. The "Car Scale" Rule
- D. Automatic Release Rules
- E. Lap Back Rules
- F. Air Hose Pay

Section 2

Employees on Road Switchers may be required to operate back and forth over the territory within the limits of their assignment, and into and out of the tie-up points, as well as the points established as the limits of their assignments, as many times as desired, even though the tie-up point and points established as the limits of their assignments are the home terminal and/or the away-from-home terminal of crews on the seniority district in which they are working without additional pay or penalty pay therefore, any articles in the agreement to the contrary notwithstanding. If the Carrier desires, it may change the tie-up point and/or the limits of the assignments of the assigned crews by bulletin under existing schedule rules governing the advertising of assignments. Any and all vacancies will be filled in accordance with schedule rules.

Section 3

Nothing herein shall be interpreted as establishing Road Switchers as a different class of service within the meaning of the schedule rule governing same. Other road crews in the same seniority district may perform any of the switching that is performed by Road Switchers at any time, but they will not be entitled to pay at the Road Switcher rate or to penalty pay of any type because of performing such work. This shall not be interpreted to mean that other road crews will not be entitled to pay at local freight rate, if earned, under the Conversion Rules.

Section 4

None of the rules and/or working conditions of the Agreements in effect between this Carrier and its yard employees are applicable to trainmen engaged in Road Switcher

service except rate of pay. Road Switcher service within terminal limits of assignments shall not be construed as infringing upon the rights of yard employees.

Section 5

A. Road Switchers may be assigned either five, six or seven days per week. Assignments established pursuant to this Agreement will be paid the five day yard rate of pay on a continuous time basis with overtime after eight hours.

B. Road Switcher assignments may begin on any day of the week and the work days of this assignment must be consecutive.

C. A regularly assigned Road Switcher crew working less than the bulletined numbered days of the assignment will be guaranteed a yard day's pay for each day not worked up to a maximum of five days per week, except for the day or days where the line is broken through Act of Providence.

Section 6

Road Switchers bulletined as five day assignments, may be required to work either or both the sixth and seventh day if the service so requires. When required to work either or both the sixth and seventh day, the crew shall be notified prior to completion of tour of duty on the fifth work day. It is understood that regular assigned crew members shall not be precluded Holiday Pay if they elect not to work the sixth and/or seventh day provided they otherwise qualify for the holiday.

Section 7

If service is required on the sixth and/or seventh day, the crew members of such Road Switcher assignment shall perform the service at the five day pro rata yard rate.

Section 8

Yard rate will be paid to road trainmen on the Lorain-South Lorain road switching runs.

Yard rate will be paid to trainmen assigned to the Osbom switch run with on and off duty point at Osbom.

Article 16

Article 16

For this Section, the foregoing shall apply only to the rate of pay; otherwise road rules shall govern.

Section 9

A. Assignments reporting at Argos may perform service in territory encompassing Argos - South Bend - Michigan City.

Assignments reporting at Argos may service industries within a twenty-five (25) mile radius of Argos or Plymouth. Employees not holding seniority on the Chicago/Ft. Wayne District will not gain seniority on that district by virtue of this arrangement.

C. Employees on assignments reporting at Argos will receive the S-day road switcher rate of pay.

Section 10

Road Switching runs (Including Locals or pool freight service used in same.):

Conneaut-Wallace Jct. run Conneaut-Erie run Conneaut-Lorain run or reverse Ashtabula-Painesville run Painesville-Euclid run Lorain-South Lorain run Bellevue-Narlo run Leipsic Jct.-Continental run Chicago-Osbom run	100 miles or less, eight hours or less, shall constitute a day. Overtime after eight hours. Local rates shall apply.
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Specified runs (pool freight assignments):

Cleveland-Conneaut or reverse Cleveland-Bellevue or reverse Bellevue-Leipsic Jct. or reverse Bellevue-Continental or reverse Ft. Wayne-Leipsic Jct or reverse Fort Wavne-Knox or reverse	100 miles in each direction. Overtime after eight hours; time at away-from-home terminal to begin after the legal rest period has expired.
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This paragraph shall not apply to work or wreck trains except trains handling revenue cars (other than those involved in the accident) to or from the turning point.

Article 17
Pilot and Light Engine Service

Section 1

When detouring of foreign line trains or any other service requiring a pilot, extra or emergency conductors shall be furnished, when available, and paid the regular rate in their respective classes.

When operating or mechanical conditions require an engineer pilot, this article shall not be construed to require a conductor pilot in addition to the engineer.

Section 2

In road movement of a light engine, a conductor shall be furnished. Freight conductors on engines running light, with or without a caboose, shall be paid freight rates.

**Article 18
Work Tram Service****Section 1**

A "work tram" shall be understood to mean a train used primarily in the construction of new work by any department or any work involved in the maintenance of track, bridges, buildings, signal service, telephone and telegraph service for the company, including the picking up and disposing of waste material, wreckage of property destroyed by train wrecks or the removal of obstructions to tracks.

Section 2

Work trams put on for a period of six (6) days or more will be advertised per Article 22.

Section 3

Work trains put on for a period of less than six (6) days shall be manned by pool crews first-in first-out subject to Article 11 Section 10 except when tied up at an outlying point, the pool crew used out of the terminal shall remain on same until arrival at terminal. Present method of manning work trams on seniority districts where trainmen of two seniority districts have rights shall continue, subject to change by mutual agreement.

Section 4

Road trainmen shall have the right to man work trams that are operated partly within switching or yard limits and partly on the road adjacent to such yard or switching limits.

Section 5

Where two or more crews are employed in work train service operating partly on the road and partly in a yard or switching limit within the same seniority district, a division of such service as between road and yardmen shall be made if it is consistent and possible to divide the work as to leave a yard crew or crews within yard or switching limits performing a proper proportion of the work. Where a preponderance of the work lies within yard or switching limits, effort will be made to have this work performed by yard crews where it can be done without unreasonable increase in expense.

Section 6

When trainmen are assigned or called for work train service, an extra car shall be furnished for laborers and their tools, when available.

**Article 19
Meals****Section 1**

Trainmen on locals or road switchers will be given reasonable time to eat with the understanding that the privilege will not be abused. It is understood that conductors will confer with the dispatcher before taking time out to eat.

Section 2

Trainmen will not be tied up between their terminals except at points where food and lodging can be procured.

Article 20
Hours of Service

Section 1

Under the laws limiting the hours on duty, trainmen shall 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 10 hours on duty under the Federal Law, or within two hours of the time limit provided by State Laws if State Laws govern.

Section 2

If trainmen are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law and their services shall be paid for under the pay schedule of the road.

NOTE: Sections 1 and 2 of this Article do not apply to work train service.

Section 3

When trainmen 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 the longest period of rest required by any member of the crew, either eight hours or ten hours, shall be the period of rest for the entire crew.

Section 4

A continuous trip shall cover movement straightaway or turnaround from initial point to the destination when required to tie up. If any change is made in the destination after the crew is released for rest, a new trip shall commence when the crew resumes duty.

Section 5

Trainmen tied up under the law shall be paid the time or mileage of their schedule from initial point to tie-up point. When such trainmen resume duty on a continuous trip they shall be paid from tie-up point to next tie-up point or to terminal on the following basis: for mileage equal to half a basic day or less, four hours or less - half of a basic day's pay; for more than half of a basic day or over four hours - a basic day's pay; over eight hours or over a basic day - schedule rates. This does not permit trainmen to be run through terminals unless such practice is permitted under the pay schedule.

Section 6

Trainmen tied up for rest under the law, and then towed or deadheaded into terminal, with or without caboose, shall be paid per Section 5, the same as if they had run the train to such terminal.

Section 7

Trainmen tied up in obedience to law shall not be required to watch or care for engines or perform other duties while so tied up.

Section 8

When practicable, trainmen must receive a message over signature of the superintendent before working over 12 hours.

Section 9

Yardmen will not be required to work in excess of 12 hours in compliance with the Hours of Service Law except in case of emergency and only then when instructed to do so by the proper authority.

Section 10

Rest period will not be deductible unless it is four consecutive hours or more.

NOTE: Should the Hours of Service ever be returned to 14 or 16 hours, the organization reserves the right to revert back to the rules applicable to those hours.

**Article 21
Crew Consist**

Section 1 - Road And Yard Crews

A. The consist of all road freight and yard crews, except as otherwise provided in this Article, will not be less than one conductor/foreman and one trainman/yardman.

B. Nothing in this Article shall prohibit the Carrier from electing to use a ground service employee in addition to the conductor/foreman and one trainman/yardman on a crew in road or yard service.

1. Any position established pursuant to this Section above may be discontinued.

2. If the Carrier elects to operate a crew in assigned road or yard service with a crew consist in excess of that required by this Article and the excess position is filled for five (5) consecutive days in road service or three (3) consecutive days in yard service, thereafter the senior employee making application for the position will be assigned if the position is to be continued. The position may be abolished at any time pursuant to the usual notice requirements.

C. There shall be no car count or train length limitation in the operation of any Carrier train.

D. 1. All employees holding a seniority date on road trainman and/or yard seniority rosters on December 5, 1991 will be known and designated as "protected employees". Any such employee in a dismissed or suspended status as of December 5, 1991, or thereafter, who is subsequently reinstated with seniority rights unimpaired will also be a protected employee.

2. Trainmen/yardmen establishing seniority after December 5, 1991 will be known and designated as "non-protected employees" and will not have the right to exercise seniority to or otherwise be used on blanked or blankable trainmen or yardmen positions, except as provided in this Article.

Section 2 - Operation With Less Than A Two-Member Crew

A. The Carrier may continue to operate conductor-only service pursuant to agreements signed before December 5, 1991. Nothing in this Article is intended to restrict the existing rights of the Parties.

B. In addition to Section 2 A of this article, effective January 1, 1992, the Carrier may operate 50% of through-freight assignments conductor-only on a seniority district basis. This percentage may increase by 10% each year. Additional through-freight conductor-only assignments operated pursuant to agreements signed prior to December 5, 1991 will count toward the percentage figure. Conductor-only service will be operated in accordance with schedule agreements.

C. Employees hired after December 5, 1991 can only exercise seniority to conductor/foreman positions, trainman/yardman positions advertised by the Carrier as must-fills, including Extra Board positions, to which their seniority would entitle them.

D. The Carrier is not restricted by this Agreement from establishing or continuing assignments which have been single position assignments such as, but not limited to, pilots, skatemen and car retarder operators.

E. The Carrier may create single assignment positions to expedite and/or assist efficient operations. These positions will be paid applicable rates in accordance with schedule rules. Utility positions will be paid yard foreman's rate in the yard and conductor's short local rate on the road. His duties may include operation of a Carrier provided motor vehicle.

F. Effective December 5, 1991, the crew consist for all Carrier crews other than through-freight shall be one conductor/foreman and one blankable trainman/yardman position, with the exception of those assignments which are presently operated by agreement with a conductor or single employee only.

1. Employees with a seniority date of December 5, 1991, will have full seniority rights to these blankable positions, including the normal exercise of seniority to permanent and temporary vacancies.

2. In the event that no bids on blankable positions are received from employees with a seniority date on or before December 5, 1991, the positions may be blanked and worked with a conductor/foreman only.

3. In the event that a position cannot be filled under existing Schedule rules, as amended, and the Reserve Board is vacant, an employee may be forced, in reverse seniority order, to a must-fill position (including an Extra Board position) from a designated blankable position; however, he will receive no less compensation than he would have received on his former assignment. Such difference in earnings will cease in the event his former blankable position is abolished or subsequently designated by the Carrier as a must-fill position.

Note: Difference in earnings is calculated and paid on a payroll-period basis.

(a) The former assignment of an employee forced under this provision will be blanked unless subsequently designated by the Carrier as a must-fill position.

(b) A position on the Extra Board is considered to be a must-fill position in applying these election articles governing permanent vacancies.

Section 3 - Miscellaneous

A. Conductors and trainmen (foreman/helpers) may be required to affix and remove end-of-train or similar devices without restriction or penalty.

B. Except for the standard yard lunch rule (Article 44, Section 8) all lunch rules and practices are eliminated with the exception of locals and road switchers.

C. The territory of the former WLE will become part of the former NKP and be governed by former NKP schedule rules except the application of vacation request and the Toledo extra board calling cycle.

D. Assignment of the vacation schedule will be allocated for the entire calendar year in December and vacation assignments will be made prior to January 1 of the applicable year.

Section 4 - Extra Boards

A. At locations where extra boards exist under present schedule rules the Carrier will establish for each craft a guaranteed extra board for employees with seniority on or before December 5, 1991.

1. The Carrier will regulate the number of employees assigned to extra boards.

2 . Any practices and/or agreements previously in effect providing for extra board guarantees are hereby eliminated.

3. Where road and yard extra lists are maintained separately, those boards will continue to be regulated separately.

B. The guarantee for employees with seniority on or before December 5, 199 1 assigned to guaranteed road or combination road/yard extra boards will be a gross monetary amount of \$1,653.00; and for employees with seniority on or before December 5, 199 1 assigned to yard extra boards will be a gross monetary amount of \$1,35 1.95 for each semi-monthly payroll period (both amounts subject to future general wage and cost-of-living increases). The current rate to be used for reduction for unavailability and for pro-rating

less than a full period will be one-fourteenth of the applicable bi-weekly guarantee. (See Article 10 for rates of pay.)

1. All earnings, with the exception of special allowance payments, during the pay period will apply against the guarantee. The guarantees of employees who are on the extra board for part of a month will be pro-rated. Penalty payments will be offset against guarantee in the period of occurrence.

2. If an employee is suspended as a result of a disciplinary action, lays off at his own request, misses a call, or is not available for the full twenty-four (24) hours, the greater of the pro-rated amount shown in B. above or earnings lost as a result of the absence will be deducted from the guarantee.

3. The guarantee of a train service employee who voluntarily exercises seniority to the extra board will commence at 12:01 a.m. on the date following the date he marks up as available for service. A train service employee displaced from the extra board will be credited with a full calendar day of availability with respect to the guarantee for the date displaced.

4. A train service employee exercising seniority off an extra board will not be credited with a full calendar day of availability with respect to the guarantee for that date. A train service employee forced to an extra board will be credited with a full calendar day of availability with respect to that date.

5. Employees may be required to file for any payments due on forms supplied by the Carrier and paid currently.

6. In order to prevent an employee from holding the first out position for long periods of time, at 12:01 p.m. each date, the first out employee will be placed at the bottom of the board.

Note: Section 4 B 6 only applies to employees with a seniority date on or before December 5, 1991.

Section 5 - Reserve Boards

A. The Carrier will establish Reserve Board positions at locations where extra boards exist. These Boards will consist of employees hired on or before December 5, 1991 who are not holding a regular assignment or the guaranteed extra board position.

1. Each employee on a Reserve Board will be guaranteed a gross amount of \$1,209.58 for each full semi-monthly pay period, subject to future wage and cost-of-living increases. The guarantee for employees added to or removed from the Reserve Board

on dates other than the first day of the month will be reduced by 1/15th for each full calendar day they are not on the Reserve Board. (See Article 10 for rates of pay.)

2. Positions established initially on the Reserve Board, and subsequent vacancies, will be advertised in accordance with applicable schedule rules.

3. No deductions from the pay of a Reserve Board employee will be made except for deductions of income, employment or payroll taxes (including Railroad Retirement taxes) required by law; amounts required or permitted by an applicable dues deduction agreement; and other amounts as authorized by this or any other agreement required by law. Reserve Board employees may engage in outside non-railroad employment which is not in conflict with the Carrier's interests without any offset of earnings.

B. The Carrier will create additional extra and/or Reserve Board positions before furloughing an employee who would have stood for service under application of the September 1, 1984 Crew Consist Agreement.

C. Reserve Board employees may be called and used to supplement the guaranteed Extra Boards when they are exhausted if they can be contacted. Employees making written request for emergency work will be marked up in seniority order and called first-in, Cl-St-out.

1. Such employees are not required to remain available for call, cannot be required to respond to such calls, and will not be censured or disciplined for failing to do so.

2. No offset will be made against any guarantee when he declines such a call.

3. In the event that a Reserve Board employee accepts the call, he will receive all of the earnings of the trip for which called in addition to the Reserve Board pay for that day or days.

D. Any employee who is assigned to the Reserve Board must remain in that status for at least 28 days (two bi-weekly payroll periods) unless he is: displaced by a senior employee; recalled for active service; discharged from employment by the Carrier for good cause; he resigns from employment of the Carrier; or he retires on an annuity (including a disability annuity) under the Railroad Retirement Act. At the end of 28 days (two bi-weekly payroll periods) an employee in Reserve Board status may elect to have his Reserve Board assignment advertised, and at the end of the advertisement period he may displace any junior employee.

E. Employees in Reserve Board status may not be displaced therefrom except as provided below:

1. A senior employee in active service may displace the junior employee on the Reserve Board by giving notice on or before the end of a payroll period. The displacement will be allowed as of 12:01 a.m. on the first day of the second payroll period following the payroll period in which notice is given.

EXAMPLE: An employee gives notice during or at the end of payroll period 1. The employee giving notice will continue to work during payroll period 2 and will be placed on the Reserve Board at 12:01 a.m. on the first day of payroll period 3.

2. A displaced employee desiring to be placed on the Reserve Board may do so as outlined in E 1. above; however, this will not prevent or relieve the employee from exercising his seniority between the time displaced and the time the employee is entitled to be placed on the Reserve Board.

3. Employees recalled, displaced or exercising seniority from the Reserve Board will be entitled to an unrestricted exercise of seniority to any assignment to which their seniority entitles them.

4. Employees displaced as a result of this Article will have forty-eight hours within which to exercise their seniority after notification.

F. The Carrier will continue to make payment of premiums under applicable health and welfare plans for employees in reserve status.

G. Reserve employees must maintain their train service proficiency while in such status.

1. "Maintaining proficiency" includes successfully completing any retraining or refresher programs that the Carrier may require and passing any tests or examinations (including physical examination) administered for purposes of determining whether such proficiency have been maintained.

2. Reserve Board employees must hold themselves available for return to service upon seven (7) days' notice. Reserve Board pay will continue for seven (7) days from date of notification in addition to other earnings.

(a) Employees will be recalled from service from their respective boards in reverse order of seniority unless recalled for service as an engineer.

(b) Failure to comply with this seven (7) days' notice will result in forfeiture of all seniority subject to scheduled rules.

Section 6 - special Allowance

A. Employees who have a seniority date in tram service on or before December 5, 1991 will receive a special allowance of \$15 .00 when working on a conductor/foreman only crew. This allowance is not subject to any future wage or cost-of-living increase.

B. 1. Employees who have a seniority date in train service on or before December 5,1991 will receive a special allowance of \$8.11 when they perform service on an assignment with a crew consisting of a conductor/foreman and one trainman/yardman, except as provided in B 2. below.

2. Conductors and trainmen who have a seniority date in train service on or before December 5, 1991 will receive a special allowance of \$11.40 when they perform service on a road assignment, handling over 120 cars.

3. These allowances will be subject to regular wage increases until they reach or exceed the sum of \$15 .00. At that time the special allowance will be frozen at \$15.00, and will not be subject to future wage or cost-of-living increases.

Section 7 - Definitions

A. The terms “foreman”, “trainman”, and “yardman” as used in this Article serve the purpose of identifying a craft or class and are not intended to denote gender.

B. The term “must-fill” positions are all positions covered by agreements between the Carrier and the UTU, except first trainman/yardman positions in road and yard service which may be blanked pursuant to this Article.

C. The term “blankable” position refers to a first trainman or yardman position on a crew which is filled by a protected employee and which, under certain specified conditions, can be operated as a “conductodforeman only crew” in the absence of the first trainman/yardman.

D. The term “blanked” position refers to a trainman or yardman position on a crew which is not filled and works as a conductodforeman only crew.

E. A “furloughed” employee is an employee whose seniority does not entitle him to hold a position, regular or extra, on his seniority district.

F. A “cut off employee is an employee who does not stand for a position, regular or extra, at the yard or road terminal where last displaced and has elected not to exercise seniority on a position for which he stands at another yard or road terminal.

G. A "reduced crew" is a crew that operates with a conductor/foreman only.

Section 8 - Restrictions On The Carrier

A. Employees will not be required to operate with less than the required crew consist specified in this Article, nor will they be censured or disciplined in any manner for refusal to do so.

B. No Carrier supervisor, yardmaster, official, engine or non-craft employee will be used to supplement, supplant or substitute in the work of any train or yard crew working under UTU Agreements.

Section 9 - Stepping UP Trainmen/yardmen (Temporary Vacancies)

A. No trainman/yardman will be moved from a must fill trainman/yardman position to a crew of a conductor/foreman only in order to make such crew a conductor/foreman and one trainman/yardman. If a trainman/yardman is required, the first out trainman/yardman will be called from the applicable Extra Board, or if the Extra Board is exhausted in accordance with schedule rules.

B. In the event the conductor member of a road crew lays off at the away-from-home terminal or fails to report having been properly called, before departure of his train from the away-from-home terminal, present practices will be followed in filling the conductor vacancy.

Section 10 - Permanent Must-Fill Vacancies

Permanent must-fill vacancies which are not filled voluntarily in the usual manner or assigned under applicable rules, will be filled by assigning the most junior trainman/yardmen on the respective Extra Boards. If non-protected employees are assigned (either by choice or if forced) to a must fill position, an equal number of protected employees electing to remain on or go to the Extra Board will, in reverse order of seniority, lose their status as a protected employee in filling blankable positions and qualifying for an Extra Board guarantee so long as non-protected employees are holding must-fill positions. However, a protected employee on the Extra Board so affected will be permitted to exercise his seniority.

Section 11 - Seniority Rights

A. Protected trainmen/yardmen on an Extra Board will be used on blankable and must fill trainmen/yardmen vacancies, except as provided in Section 10 above.

B. Non-protected trainmen/yardmen on an Extra Board will be used only on must-fill vacancies and shall have no claim if run around by a protected trainman/yardman used on a blankable vacancy.

Section 12 - Yardmen's Extra Board

A. All Extra Board yardmen will continue to be confined to five straight time eight hour shifts in their work week under the Five Day Work Week Article. Road service work is not to be considered.

B. After all available Extra Board yardmen have worked their allotted number of shifts, or there are no extra yardmen rested and therefore unavailable, must-fill temporary vacancies will be offered in seniority order to protected helpers assigned to work that day on blankable positions in the same starting time bracket in which the vacancies exist and at the same point. If none of the protected helpers contacted desires the vacancy, the junior protected helper contacted at that point will be assigned to work that day, and those assigned will receive no less compensation that they would have earned on their own assignment. Protected helpers occupying blankable jobs who do not desire to be called, when they do not stand to be assigned, will so notify the appropriate officer of the Company in writing with a copy to the Local Chairperson. Such written notification may be revoked in the same manner.

In the event there are no available protected yard helpers holding blankable positions in the same starting time bracket in which the vacancies exist, at the same point, said vacancies will be filled in accordance with the rules or practices in effect prior to this Agreement.

NOTE: The phrase "at the same point" as used herein means assignments that go on and off duty at the same yard in terminals where yard crews are assigned to report at more than one yard or location in the same yard or terminal.

Section 13 - Maintaining Sufficient Employees

The Carrier will maintain, through recall of furloughed trainmen/yardmen and/or hiring of new employees, a sufficient number of regular and extra employees to permit reasonable lay-off privileges and to protect must-fill vacancies, vacations, personal leave days and other extended vacancies.

Section 14 - Failure To Report

A. Yard

1. **Must-Fill Position** In the event a regular member of a yard crew, or an extra employee properly called, fails to report for duty at the assigned reporting time for a must fill position, the remaining crew member may be required to work but not in excess of 120 minutes from starting time and a yardman will be called to fill the vacancy. In such

cases the yardmaster or other Carrier supervisor will have the option of starting the crew to work, or instructing them not to work until arrival of the extra yardman. If the crew is required to work, such yardman will be paid the foreman's rate of pay and the Special Allowance of \$15.00, if applicable.

2. **Blankable Position:** In the event a regular member of a yard crew, or an extra employee properly called, fails to report for duty at the assigned reporting time for a blankable position, the remaining crew member may be required to work but not in excess of 120 minutes from starting time and a protected yardman will be called to fill the vacancy. In such cases the yardmaster or other Carrier supervisor will have the option of starting the crew to work, or instructing them not to work until arrival of the extra yardman. If the crew is required to work, such yardman will be paid the foreman's rate of pay and the Special Allowance of \$15.00, if applicable. If there are no protected yardmen available on the Extra Board the position may be blanked and the foreman paid accordingly.

B. Road-Home Terminal

1. In the event a regular assigned trainman of a road crew, or an extra trainman properly called, fails to report before departure of his train from the home terminal, the train may be operated conductor only to and from the away-from-home terminal or in turnaround service, provided the trainman's position is a blankable position.

2. In the event a conductor of a road train properly called fails to report before departure of his train from the home terminal, past practice will apply.

3. If an employee is given less than the required advance call, the train will be held not to exceed the amount of time the call was short.

C. Road - Away-From-Home Terminal

1. In the event a trainman of a road crew or an extra employee properly called is unavailable for reasons of his own, including marking off, at the away-from-home terminal, the remaining crew members may be required to work back to their home terminal or in turnaround service for one trip and the conductor will receive the Special Allowance of \$15.00, if applicable.

2. In the event a conductor of a road train properly called fails to report before departure of his train from the away-from-home terminal, past practice will apply.

3. If an employee is given less than the required advance call, the train will be held not to exceed the amount of time the call was short.

Section 15 - Premature Discontinuance Of Duty - Yard

1. **Must-fill Position:** In the event that a member of a yard crew protecting a **must fill** position discontinues duty before the completion of the crew's tour of duty and a replacement is called, the remaining crew members may be required to work not to exceed sixty minutes from the time of discontinuance and receive foreman's rate of pay and the Special Allowance of \$15.00, if applicable, or the Carrier may elect to tie the crew up.

2. **Blankable Position:** In the event that a member of a yard crew protecting a **blankable** position discontinues duty before the completion of the crew's tour of duty and a protected yardman will be called, the remaining crew members may be required to work not to exceed sixty minutes from the time of discontinuance and receive foreman's rate of pay and the Special Allowance of \$15.00, if applicable, or the Carrier may elect to tie the crew up. If there are no protected yardmen available on the Extra Board the position may be blanked and the foreman paid accordingly.

Section 16 - Non-Revenue Trains

A. All non-revenue trains, such as snowplows, work or wreck trains (including handling of solid wreck trains terminal-to-terminal), may be operated with a crew of not less than one (1) conductor/foreman and one (1) blankable trainmen/yardmen when protected by Extra Boards or by crews exclusively assigned to such service.

B. Where service referred to in Section 16 A.. above is operated either regular assigned or extra, blankable vacancies will be filled by available protected Extra Board employees.

C. An Hours of Service relief road crew that relieves a road crew may be operated conductor only.

Section 17 - Personal leave days

(a) All train service employees in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave day(s) in each calendar year on the following graduated basis subject to the limitation contained in Paragraph (b), below:

<u>Years of Service</u>	<u>Personal Leave Days</u>
Less than 5 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 day(s) each road freight service employee 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 dual road and yard seniority rights. Once an employee has reached the maximum of 11 days, he will not be entitled to any additional paid holidays or personal leave day(s) in that calendar year.

If an employee 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 less than 24 hours' notice. The employee 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 employee'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 to the employee to make timely request therefor shall not be carried over.

(d) Personal leave day or days will not be scheduled to start on other than a workday of the employee's position. Personal leave days for extra board employees and those in pool freight service will begin when they otherwise would have been called. When a member of a crew is on his personal leave day(s), if his position is not a must-fill position, it may be blanked. Personal leave days paid for will be counted as qualifying days for vacation purposes.

(e) At the conclusion of twelve (12) months from the effective date of this Agreement, Carrier's Highest Designated Officer and the General Chairman will meet to evaluate the results of the personal leave day application issue to make whatever adjustments may be necessary relative to personal leave day requests and scheduling.

QUESTIONS AND ANSWERS

Question # 1:

If an employee with more than five years and less than ten years of service, who is entitled to five personal leave days a year (receives or could have received 6 paid holidays but did not qualify due to unavailability on qualifying day or days), goes to road service, which does not qualify for holiday pay, would he be entitled to five personal leave days?

Answer:

Yes, but he could not get more than eleven personal leave days and holidays through the combination of the two.

Question #2:

In the event the same employee, who qualified for and who is entitled to five personal leave days, works a yard job or a road job qualifying for holiday pay and earns seven paid holidays and then takes a job that does not qualify for holiday pay, how many personal leave days would he then be entitled to?

Answer:

Four.

Question #3 :

In the case of a 20-year trainman working the first part of the year on freight trains not covered by holiday pay, and during such time uses all eleven days of his "personal leave," then goes to a road freight run covered by Holiday Pay Rules, or yard service covered by Holiday Pay Rules, what is his eligibility for holiday pay?

Answer:

He would not be eligible for holiday pay, as he used his maximum eleven days for the year, and no more holiday-pay days would be due; similarly, if he used five days of personal leave, he would only be eligible for the six holiday-pay opportunities the remainder of the year, i.e., in no event can a man accrue more than eleven days' personal leave or holiday pay in combination.

Question #4:

If a passenger service employee, where no holiday pay applies, or a yard service employee, goes into freight service where the personal leave days apply, is he eligible for such days when in freight service?

Answer:

Yes, after the employee has made one or more trips in freight service.

Question #5:

An employee has five years of service as of December 28,1982, has taken no personal leave days prior to that date and is then entitled to five personal leave days, but there are only four days remaining in the year. After taking four personal leave days, may he then carry the fifth day over into the next year?

Answer:

No.

Question #6:

An employee who will have five years of service on August 1, 1982, takes two personal leave days prior to that date. Is he entitled to an additional three personal leave days after August 1,1982?

Answer:

Yes.

Question #7:

can an employee on a combination road-yard extra board take personal leave days?

Answer:

Yes, but he cannot get more than 11 personal leave/holidays through a combination of the
t w o

Question #8:

When personal leave days have begun, how will they be computed?

Answer:

Consecutively on calendar-day basis.

Question #9:

Does this Article 21 preclude the payment of time and one-half for service actually performed on a holiday by an employee who has previously taken a combination of eleven (11) holiday/personal leave days?

Answer:

No, provided he is otherwise qualified for time and one-half payment for service performed on a holiday under the National Holiday Rule.

Question # 10:

If an employee carries over personal leave days as provided by Article 2 1 (c), will such employee be permitted to take his personal leave days even though he is holding, at that time, an assignment covered by the National Paid Holiday Rules?

Answer:

Yes.

Question # 11:

If a brakeman first-out on the extra board takes personal leave days will the second-out protected brakeman be called for the blankable vacancy for which the first-out brakeman stood?

Answer:

Yes, provided he has not made his 1000 miles that week

Question # 12:

Will the vacancy of a regularly assigned brakeman, who stepped up or used off his position to brakeman to fill the vacancy of a conductor who is taking a personal leave day, be filled?

Answer:

Yes, provided there are protected brakemen on the extra board available to fill the vacancy.

Question #13;

A personal leave vacancy is a "blankable" vacancy. Does this mean such vacancy is not to be filled

Answer:

The vacancy need not be filled unless it is a "must-fill" vacancy.

Section 18 - Voluntary Early Senaration

To expedite attrition, an individual protected employee may request or may be offered by the Carrier in seniority order an opportunity for voluntary early separation and accept a lump sum separation allowance and other considerations in lieu of all other benefits and protection provided in this Article. Such employee will be given an opportunity to elect hospital-surgical coverage for himself and his dependents in lieu of a portion or all of the severance allowance agreed upon, if he so desires.

Such request or offer for early voluntary separation will be in writing and subject to the approval and option of both the individual employee and the Carrier's Highest Designated officer.

Section 19 - General

The parties hereto recognize the complexities involved in this Article and, in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, arrangements will be made for periodic conferences for the purpose of agreeing on interpretations.

A. This Article supersedes all other agreements, rules and/or understandings which are in conflict herewith. Any conflict between the changes set forth in this Article and the provisions of existing agreements shall be resolved in accordance with the provisions of this Article.

B. The parties to this Article will not serve or progress, prior to the attrition of all protected employees, any notice or proposal for changing the specific provisions of this Article, governing, pure attrition, protected employees, special allowance payments to reduced crew members, employee productivity fund, guaranteed Extra Boards, Reserve Boards and the administration thereof. This will not bar the parties from making changes in the above provisions by mutual agreement.

C. Nothing in this Article shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements provided that there shall be no duplication or pyramiding of benefits to any employee.

Section 20

Nothing in this Article shall be construed as depriving any employees of any rights or benefits or eliminating any obligations that crew consist protected employees may have under existing job security or other protective conditions or arrangements provided that there shall be no duplication or pyramiding of benefits to any employees.

Section 21 - Moratorium

Items contained in Section 19 B of this Article are exempt from further handling and cannot be altered or changed by presidential Emergency Boards or any other tribunals which settle wage and rules negotiations.

QUESTIONS AND ANSWERS

(Applicable to Section 1 - Road and Yard Crews)

Question # 1:

Does this Article change in any manner Agreement rules and practices pertaining to the filling of conductor/foreman vacancies?

Answer:

No.

Question #2:

Can a trainman/yardman who is in furloughed status at a yard or road terminal be forced to a must-fill position at another yard or road terminal within his seniority district?

Answer:

Only to the extent he could have been required to do so under the existing Agreements in effect prior to December 5, 199 1.

Question #3:

Will blankable trainmen/yardmen positions continue to be bulletined?

Answer:

Yes, where articles now require; however, when no bids are received, the positions may be blanked until such time as a protected employee exercises seniority thereto in accordance with applicable rules. A protected employee who does not have an exercise of seniority may claim such blanked position by giving 24 hours advance notice.

Question #4:

When there is a change in the consist of crews as a result of this Article (position changes from blanked to blankable or vice versa), may the employees assigned thereto elect to exercise their seniority?

Answer:

Yes, this would be considered a change in conditions and the employees may exercise seniority in accordance with applicable rules.

Question #5:

Does the amended crew consist agreement change the order of placement on the respective seniority roster for those trainmen who previously chose not to be promoted either through the normal opportunity or through the "special promotion" process?

Answer:

No, those employees will be placed behind those who have not declined promotion on their respective seniority roster in the same relative standing as their brakeman seniority.

QUESTIONS AND ANSWERS

(Applicable to Section 2 - Operation With Less Than A Two-Member Crew)

Question # 1:

When the Reserve Board is exhausted, will the Carrier designate blankable positions prior to forcing?

Answer:

Yes.

Question #2:

Will an employee forced to a must-fill position have an exercise of seniority?

Answer:

Yes

Question #3:

Does the Article eliminate prior rights?

Answer:

No.

Question #4:

Will utility positions be filled from the trainman's craft?

Answer:

Yes.

Question #5

Can a trainman/yardman be held off his assignment for a later assignment?

Answer:

No.

Question #6:

Does a road utility position get paid miles operated with a minimum of a basic day?

Answer:

Yes.

Question #7:

Is a yard utility position restricted to the geographical limits to the same extent as yard assignments?

Answer:

Yes.

Question #8:

What work can a utility position perform?

Article 21

Article 21

Answer:

A yard or road utility position can perform any work normally permitted of yard or road employees respectively.

Question #9:

Where shall single assignment positions go on and off duty?

Answer:

Single assignment positions must go on and off duty at the same location.

Question # 10:

Will employees hired on or before December 5, 1991 be run-around on guaranteed extra list?

Answer:

No.

Question # 11:

Will an employee be able to displace to a blanked position which is blanked because an employee is forced to a must-fill position?

Answer:

Only if he is a protected employee and senior to the forced employee.

Question # 12:

Will an assignment be blanked when a trainman takes a personal leave day?

Answer:

The position may be blanked if no employee with a train service seniority date on or before December 5, 1991 is available from the Extra Board.

Question # 13 :

How will conductor positions in the freight pool be assigned?

Answer:

Positions will be assigned to the senior bidder. If no bids are received, the junior conductor on the respective extra board will be assigned.

Question # 14:

Can a senior emergency conductor now be permitted to work as a brakeman in the pool in which a junior man is working regularly as a conductor?

Answer:

Yes. All assignments regular and extra will be filled by the senior employee properly submitting a bid for the assignment.

QUESTIONS AND ANSWERS

(Applicable to Section 4 - Extra Boards)

Question # 1:

What jobs can be filled from the guaranteed extra board?

Answer:

Any job that normally accrues to that board.

Question #2:

What vacancies will be filled from the guaranteed extra board, and how will the vacancies be filled?

Answer:

All vacancies (conductor and brakeman) will be filled first-in, first-out.

Question #3:

How will road conductor vacancies be filled from the extra board?

Answer:

The first-out available conductor will be used.

Question #4:

How will conductor vacancies at out-lying points be filled if the extra board is exhausted?

Answer:

Present rules require vacancies to be filled by the senior emergency conductor at the Division home terminal, except that if there is an emergency conductor at the point where the vacancy exists who is senior to all available emergency conductors at the Division home terminal, he shall be used.

Question #5:

How will conductor vacancies in the freight pools be filled when the guaranteed extra board is exhausted?

Answer:

Vacancies will continue to be filled in the same manner as described in Q &A No. 4.

Question # 6

Does “currently” as used in Section 4 B. 5 of this Article mean it will be paid in the following half?

Answer:

Yes

Question # 7:

If an employee marks off at 11:50 p.m. and marks back up approximately one hour later at 1:00 a.m., how will he be treated for guarantee purposes and his placement on the Board?

Answer:

Two days lost.

Question #8:

If an extra employee misses a call for an 11:00 p.m. assignment, how will he be treated for guarantee purposes and his placement on the Board?

Answer:

He loses a guarantee day (the day of the missed call) and any subsequent days he is not available the entire calendar day or earnings lost, if greater. He will be marked up at the bottom of the extra list.

Question #9:

Does the Article change existing starting time rules (or practices) for guaranteed extra boards?

Answer:

No.

Question # 10:

Does this Article change the yard five-day work week?

Answer:

No

Question # 11:

When a yard assignment is annulled on other than a holiday, for one or more days, can the

yardman on the assignment annulled place on an Extra Board for the day or days and receive a guarantee day or days?

Answer:
Yes.

Question # 12:

How will earnings from paid personal leave days, holiday pay, vacation pay, jury duty, and bereavement leave be treated for the purpose of calculating Extra Board guarantees?

Answer:

An employee's semi-monthly guarantee will be reduced by one day under Section 4 B for each calendar day such payment is claimed.

QUESTIONS AND ANSWERS

(Applicable to Section 5 - Reserve Boards)

Question # I

Will employees be furloughed as a result of this Article?

Answer:

Only employees who would be furloughed under agreements in effect prior to December 5, 1991 could be furloughed.

Question #2:

Will Reserve Board employees be allowed to utilize payroll deductions to the same extent that active duty employees are allowed to do so?

Answer:
Yes

Question #3:

May an employee on Reserve Board take vacation?

Answer:

The employee has the option of taking vacation pay in lieu of reserve board pay or saving the vacation until he returns to active service.

Question #4:

Will Reserve Board employees be credited with days of service for the purpose of qualifying for vacation?

Answer:

Employees will not accrue qualifying days of service while on the Reserve Board. However, time spent on the Reserve Board will count toward years of continuous service.

Question #5:

What standards will apply to Reserve Board employees for rules exam and physicals?

Answer:

The same standard or tests that apply to active employees.

Question #6:

How will reserve board employees, who have made a written request to be used, supplement the guaranteed extra board?

Answer:

They will be placed on the request list in seniority order, and they will be called first-m, first-out. If those Reserve Board employees are not in a position to receive or accept the call, they will be placed at the bottom of the request list.

Question # 7:

Are employees, who were hired after the October 31, 1985 UTU National Agreement, affected by this agreement when they are assigned to the Reserve Board and subsequently selected to attend Locomotive Engineer Training?

Answer:

The amended crew consist agreement does not alter or amend LET requirements.

Question #8 :

Is a Reserve Board employee required to keep the Carrier advised of his current address?

Answer:

Yes

Question #9:

How will Reserve Board employees be recalled to active service?

Answer:

By certified mail.

Question # 10:

What seniority will an employee use to bid in the Reserve Board?

Answer:

His trainman date for a road Reserve Board and his switchman date for a yard Reserve Board.

Question # 11:

Does unrestricted exercise of seniority under Section 5 E 3. mean that an employee returning from a Reserve Board must displace the junior employee in the pool or group of runs to which he is exercising seniority.

Answer:

Yes

Question # 12:

May an employee on a Reserve Board take vacation?

Answer:

The employee has the option of taking vacation pay in lieu of Reserve Board pay or saving the vacation until he returns to active service.

QUESTIONS AND ANSWERS

(Applicable to Section 6 - Special Allowance)

Question # 1:

Will an employee operating conductor only receive the \$8.73 (\$12.29 for trains over 120 cars) special allowance in addition to the \$15.00 special allowance referred to in Section 6.

Answer:

No.

QUESTIONS AND ANSWERS

(Applicable to Section 10 - Permanent Must-Fill Vacancies)

Question # 1:

Will the junior protected employee be notified when a non-protected employee takes (or is forced to) a must-fill position?

Answer:

Yes

Question #2:

When must a protected employee elect to exercise his seniority or remain on the Extra Board under this Article?

Answer:

When notified that a non-protected employee has been assigned to a must fill position, the protected employee must exercise seniority within 24 hours or remain on the Extra Board.

Question #3:

Do protected employees who lose their status as such, due to non-protected employees holding must-fill positions, lose their trip credits toward the distribution of the Productivity Fund, where applicable, during the period of time they are considered non-protected?

Answer:

No.

QUESTIONS AND ANSWERS

(Applicable to Section 12 - Yardmen's Extra Board)

Question # 1:

Does the wording in Section 12 B, reading "same starting time bracket" mean the time periods referred to in existing starting time rules?

Answer:

Yes.

Question #2:

Will a time and one-half tour of duty in yard service (other than working on a holiday) be counted as a day against a yardman on the yard Extra Board under the provisions of Section 12 A?

Answer:

No.

Question #3:

Does Section 12 A set aside application of schedule rules which require payment at time and one-half?

Answer:

No.

Question #4:

When a yard assignment is annulled on other than a holiday, for one or more days, can the yardman on the assignment annulled place on an extra board for the day or days and receive a guarantee day or days?

Answer:

Yes.

QUESTIONS AND ANSWERS

(Applicable to Section 14 - Failure to Report)

Question #1:

Give some examples of what would constitute “work” as that word is used in the phrase “required to work”?

Answer:

Switching moves, bleeding air and setting hand brakes would be some examples of “work”, but it is understood the securing of switch list or receiving instructions by the yard foreman is not “work” for the purpose of this Article.

QUESTIONS AND ANSWERS

(Applicable to Section 15 - Premature Discontinuance of Duty)

Question # 1:

Do the provisions of Section 15 change in any manner the current policy regarding payment to employees who discontinue duty before the completion of a tour of duty as a result of an on-duty injury?

Answer:

No.

QUESTIONS AND ANSWERS

(Applicable to Section 16 - Non-Revenue Trams)

Question # 1:

Does this Article change in any manner the Articles pertaining to yard crews operating in combination road-yard service zones?

Answer:

No.

Section 22 - Productivity Fund

A. Effective on December 1,1991, any requirement that Carrier accrue monies to an employee productivity fund as a result of operating reduced crews is eliminated.

1. The provisions of Paragraph B of this Article below will govern.

B. Conductors and trainmen (foremen/yardmen) in active service as such on November 1,1991, who have a seniority date in train service prior to September 1,1984, will receive two lump sum payments, subject to normal payroll taxes and other usual employee deductions to be distributed in the following manner:

\$20,000 in December of 1991

\$40,000 at retirement, death or resignation

NOTE: In the event of an employee's death, the lump sum productivity payment will revert to the employee's estate.

1. As used in Section 22 B, the term "trainmen" includes flagmen and brakemen in road service; the term "yardmen" includes switchmen and yard helpers in yard service; and the term "conductors" includes conductors in road service and foremen in yard service.

2. "Active service" includes those employees who return to service as trainmen or conductors (foremen/yardmen) from illness, furlough, injury, suspension or dismissal. The amounts they receive will be equal to the amounts they would have received on the Agreement allocation date.

3. In the event that an employee resigns from Carrier's service prior to the allocation of the lump sum payments to which he is entitled, he will receive his full entitlement at the time of his executed resignation.

4. No employee will be entitled to receive more than one total payment (\$20,000/\$40,000) regardless of the number of funds in which he has seniority to participate on this or any affiliated carrier. Once an employee elects to receive this payment, he will not thereafter be eligible to receive payments from any other productivity fund from this or any affiliated carrier.

Article 22
Advertising and Filling
Regular Assignments and Vacancies

Except as otherwise provided in these Articles, the following procedure as indicated shall govern the filling of vacancies for the first ten days or less.

Section 1

Extra men will work first-in first-out on all vacancies, except where these articles give other men the right to fill vacancies.

A. Where conductors' extra list is maintained, extra conductors, when available, shall be used. If there is no extra conductor available, the senior available emergency freight conductor shall be used.

1. On assigned runs at a pool home terminal, if no extra men are available to fill a brakeman vacancy, the vacancy will be filled by the junior available rested trainman at that point.

2. On assigned runs at a pool home terminal, when a conductor vacancy is to be filled and there is no extra or emergency conductor available, the first available pool conductor, from a pool that is protected by the same extra board that protects the assigned run, will be used.

(NOTE: Pool conductors used in connection with the above will have their turns remain in the proper order at the home terminal.)

B. At outlying points, the extra conductor first-out at the division home terminal shall be deadheaded. If no extra conductor is available, the senior available emergency freight conductor at the division home terminal shall be deadheaded, except that if there is an emergency freight conductor at the point where the vacancy exists who is senior to all available emergency freight conductors at the division home terminal, he shall be used.

C. In filling vacancies that occur in accordance with Section 1 (A), the following shall govern:

1. If vacancy occurs at a terminal where conductors' extra list and/or trainmen's extra list is maintained, conductor filling such vacancy shall hold it for one

round trip, after which Section 1 (A), shall again apply and the regular conductor must mark up at the home terminal.

2. If vacancy occurs at a terminal where neither conductors' extra list nor trainmen's extra list is maintained, conductor filling such vacancy shall relinquish it on arrival at the home terminal, after which Section 1 (A), shall again apply and the regular conductor must mark up at the home terminal.

3. After an emergency conductor has been used for a single trip or round trip as provided under Section 1 (C) , the employee shall again be considered available for further service as emergency conductor under Section 1 (A), regardless of whether or not the employee's regular place is in the terminal, unless he lays off or misses a call.

D. This article shall not interfere with setting up qualified members of a crew to protect emergencies.

Section 2

After a vacancy has existed for five (5) days it shall be advertised for a period of five (5) days thereafter and the senior qualified trainman making application in writing shall be awarded the vacancy on the eleventh day. Advertising periods will close at 12 o'clock midnight on the fifth day. This paragraph will not apply to a vacancy created by a trainman being held out of service for disciplinary reasons, or on company vacation.

NOTE 1: In pool service, if no bids are received for a conductor's vacancy, the junior conductor on the extra board protecting the service shall be assigned.

NOTE 2: Positions will be advertised at terminal and lay-over points for a period of five days when: (a) new assignments are created which are expected to be on for more than five days; (b) designated leaving time of an assigned run is changed one hour or more; (c) either terminal of an assigned run is changed; and (d) number of crews in a specified set of assigned runs is increased or decreased. Note: In this case all the positions involved shall be advertised.

NOTE 3: In assigned service, if no bids are received for a conductors vacancy at the supply location, the junior conductor on the extra board protecting the service shall be assigned. If no bids are received for a conductor's vacancy at an outlying point, the junior emergency conductor working out of that point shall be assigned. Should an advertised conductor's position operate out of a point where no

emergency conductors are located and no extra board is maintained, the junior conductor on the extra board protecting the service shall be assigned.

Note: It is understood "... the junior emergency conductor working out of the POINT where such position is open shall be assigned to it," the word POINT means the lay-over point of the advertised position. In assigned service, if no bids are received for brakeman's vacancy, the junior extra brakeman protecting that service will be assigned.

It is understood that when a trainman is forced to any position account no bids received, etc., the employee may furnish the Trainmaster a letter, within 24 hours from time so notified that as soon as an extra employee, his junior, locates on the extra list, he will be forced to the position, allowing the employee originally forced to return to the extra list.

It is understood employees will deadhead on their own time in connection with the preceding paragraph.

NOTE 4: The posting of the vacancy on the daily "layoff" sheet shall be considered the advertisement of the vacancy.

NOTE 5: An application from a trainman for the vacancy he has created by exercising seniority shall not be considered until the place is again vacated, unless for any cause such trainman has been displaced or removed from the position to which the employee had exercised seniority, in which event the employee's application for the vacancy shall be considered.

NOTE 6: Trainmen absent for any reason during the period a run is advertised shall have the right to claim the advertised run when the employee reports for work if their seniority permits.

Section 3

A tminman who is off his place for five (5) days or more and then marks up for his place before the close of the advertising period will automatically cancel the advertisement, provided the employee remains marked up for service. If the employee lays off before performing service, the advertisement will be treated the same as if he had not reported.

Section 4

Vacancies created by trainmen exercising their seniority as provided in Section 2 shall in turn be advertised for five (5) days, during which period it shall be filled in accordance with Section I and shall be assigned on the sixth day in the manner provided in Section 2.

Section 5

After a trainman has been off for a period of ten (10) days, he must return to his former position, seniority permitting, except as provided in Section 2, NOTE 6 of this article. A junior employee who has been displaced by a senior employee under this paragraph shall have displacement rights.

Section 6

Except as provided in Section 1 (C), an extra employee or emergency conductor sent to an outlying point to fill a vacancy shall be required to protect such vacancy until the regular employee reports, or until displaced, or until the employee exercises his seniority as provided in Section 2 of this article. During the period such extra employee or emergency conductor is required to protect such vacancy the employee shall not be permitted to mark up for any other service.

Section 7

When a trainman regularly assigned to an outlying run lays off, he will not be permitted to resume his place unless he marks up during the hours his assignment works. The trainman filling the vacancy during the absence of the regular employee shall be notified promptly that he is being relieved from protecting the vacancy further.

Section 8

In the application of this Article, an outlying point is a point where neither a conductors' extra list nor a trainmen's extra list is maintained.

NOTE: If successful applicant is at his home terminal at the time he is awarded the vacancy at an outlying point, he shall protect the assignment at the outlying point the following work day; if successful applicant is not at his home terminal at the time he is awarded the vacancy at an outlying point, he shall protect the assignment at the outlying point at the first starting time following the expiration of 24 hours after return to his home terminal. Extra employees filling vacancies at outlying points will be relieved in accordance with this note.

Section 9

When a regular crew is added to the pool, the place to be added shall be marked behind the places then at the home terminal. Notice that a crew has been added to the pool shall be posted on notice boards at the same time that the crew is added and kept there for a period of ~~five~~ (5) days. Positions of conductors and brakemen on such crew shall be awarded to the senior conductor and brakeman applying in writing during such five-day period, subject to Article 4. If no bids are received, the provisions of Section 2 Note 1 will apply. If a newly created assignment is operated during the period of advertisement, it will be manned by extra trainmen first-in first-out.

Section 10

Trainmen filling vacancies on regularly assigned runs due to absence of regularly assigned employees or during the period of advertisement shall take the conditions of the regular employee or of the assignment as advertised.

Section 11

When a permanent vacancy occurs on the conductors' extra list, notice shall be posted on notice board by the carrier and kept there for a period of five (5) days. Position on such list shall be awarded to the senior conductor applying in writing to the caller during such five-day period, subject to displacement by senior conductors at the terminal where such list is maintained. If no such qualified conductor applies, the junior conductor on the applicable conductor roster shall be assigned to the position.

Section 12

A conductor or trainman holding seniority in more than one pool will be permitted to exercise his seniority from one pool to the other and will be permitted to exercise displacement rights to obtain the position of his choice in such other pool by giving the trainmaster ten (10) days advance notice in writing, provided the employee has been in the pool from which he desires to move more than thirty (30) days. The employee's position will be advertised during the last five (5) days of such notice.

Conductors and trainmen may exercise seniority rights to or from assigned runs, including conductor's extra list, by giving the proper authority ten (10) days advance notice, in writing, providing he has been on his present assignment for thirty (30) days. If exercising seniority from an assigned run, his position will be advertised during the last five (5) days of such notice. This is not intended to change any existing requirements of employees insofar as protection payments are concerned.

Regular assigned pool conductors may not move from one pool assignment to another within the same pool, unless displaced.

Section 13

Trainmen will be permitted to exercise their seniority in choice of positions to which they may be entitled under these articles.

Section 14

A. 1. Chicago yardmen, in accordance with their seniority date as yardmen, may bid to any assignment established in the Argos-Dillon-Pine-Wakarusa-South Bend territory. This right is subsequent to seniority rights established for other employees by the Agreements dated June 22, 1982 and December 9, 1982. Furthermore, if no bids are received for any assignment established in the territory Argos-Dillon-Pine-Wakarusa-South Bend, the Carrier may force-assign the junior yardman on Chicago Terminal extra list to the permanent vacancy. Additionally, any temporary vacancies on any assignment in the territory not filled by any other manner, may be filled from the Chicago Terminal yardmen's extra list.

2. Extra yardmen used off the Chicago Terminal Yardman's extra list to fill temporary vacancies in the above referenced territory will be given a three and one-half (3- 1/2) hour call and allowed the yard rate of pay.

B. Applications from employees on the Cleveland District seniority roster will be accepted for road and yard vacancies on the W&LE District in accordance with these articles.

Section 15

When a yard engine becomes a regular assignment, as provided in Article 44, Section 5, it shall be advertised. If worked during the fourth and fifth days, it shall be filled by the senior men bidding in writing and on the sixth day shall be assigned to the successful bidders. If no bids are received, the junior qualified extra men will be assigned.

CLEVELAND YARD ONLY:

NOTE 1: The last sentence of Article 22, Section 15 above, will not apply insofar as yard foremen positions are concerned.

NOTE 2: After a foreman's vacancy has been advertised under this Article and no bids received, regularly assigned or extra men will have the right to mark up on such vacancy, said mark up to be in writing. If said position is awarded to a regularly assigned yardman, said yardman's vacated position will become subject to Article 43.

NOTE 3: Cleveland Yardmen may claim a vacation vacancy as outlined in Article 43, Interpretation 6 which reads as follows:

"Within 48 hours after a position on an assignment has been vacated."

Section 16

When a vacancy has existed for three days, it shall be advertised and filled in the same manner as prescribed in Section 15 of this Article.

NOTE: A yardman working a position or vacancy on the fourth and/or fifth day but displaced before the sixth day will be given full displacement rights.

Section 17

The closing time for bids will be, for the first trick 3:00 AM. on the fifth day; second trick 11:00 AM. on the fifth day; third trick 7:00 P.M. on the fifth day; and the successful bidder will be assigned on the sixth day.

Section 18

In the application of this Article, advertisements will be for a period of 48 hours

starting with the starting time of the assignment and will be filled by the successful bidder on the sixth day.

Section 19

Advertising bulletins shall state that all assignments are “subject to Article 44, Section 3” and they shall also state that “bids will be received at the same time for all vacancies created thereby.”

NOTE: That portion of Section 19 reading “... and they shall also state that bids will be received at the same time for all vacancies created thereby” will not be applicable at Bellevue Yard.

Section 20

The provisions advertising positions contained in this Article and Article 44, Section 5 also apply to individual assignments (pilots and switchtenders); also to other individual assignments where mutually agreed.

Section 2 1 - System: Except Cleveland and Chicago (CMA Protected Only Terminals

A. Subject to the rules which give regular men the right to fill vacancies, when a foreman’s vacancy on a regular assignment is to be filled, and there are two qualified helpers on the assignment, the qualified helper will fill the foreman’s vacancy.

If there are no qualified helpers on the assignment, the first out qualified helper on the extra list shall be used, subject to the rules governing the use of extra men. If no such qualified helper is available on the extra list the junior qualified helper working on that trick or group of assignments shall be used, except that if the use of the junior qualified helper would result in delay to the assignment, the available junior qualified helper may be used with the understanding that he will be paid not less than what he would have earned as a helper on his regular assignment or the time and one-half rate whichever is greater. In any event, a qualified helper taken off of his regular assignment under this article shall be paid not less than what he would have earned on his own assignment.

B. When yardmen are required by the Company to fill vacancies in regular or extra positions in pilot or passenger back up service, herding engines, locomotive cranes, clam shells or other self-propelled machinery will be filled by the senior available qualified foreman who has notified the proper officer of his desire to be given preference in filling such vacancies and preference will be given to men applying in the order of their seniority. If no requests are received, or those available do not desire to fill them, such vacancies will

be filled by qualified extra men. Foremen used in such service must be qualified to perform the particular duties required over the territory involved.

Section 22 - Cleveland Terminal Only

A. Subject to the rules which give regular men the right to fill vacancies, when a foreman's vacancy on a regular assignment is to be filled, and there are two qualified helpers on the assignment, the senior qualified helper may fill the foreman's vacancy. If the senior qualified helper elects not to fill the foreman's vacancy, the junior qualified helper shall fill it. If there is but one qualified helper on the assignment, he shall fill the foreman's vacancy.

B. If there are no qualified helpers on the assignment, the first out qualified helper on the extra list shall be used, subject to the rules governing the use of extra men.

C. If the vacancy cannot be filled under subsections A or B, the junior qualified helper working on that trick or group of assignments at the point where the vacancy occurs shall be used except that if the use of the junior qualified helper would result in delay to the assignment, the available junior qualified helper may be used with the understanding that he will be paid not less than what he would have earned as a helper on his regular assignment or the time and one-half rate whichever is greater. In any event a qualified helper taken off of his regular assignment under this Article shall be paid not less than what he would have earned on his own assignment.

If no such qualified helper is available, the junior available qualified helper on that trick whose starting point is nearest to the point at which the vacancy occurs shall be used.

Order in which nearest points have been determined:

Vacancy at E. 55th St. - nearest point E. 40th St.,
75th St., BD

Vacancy at E. 40th St. - nearest point E. 55th St.,
E. 75th & BD

Vacancy at E. 75th St. - nearest point E. 55th St.,
FY, BD

Vacancy at BD Yard - nearest point E. 55th St.,
FY

Vacancy at W. 110th St.- nearest point E. 75th St.,
& 55th St.

Vacancy at Ivanhoe Yd. - nearest point Euclid

Vacancy at Euclid - nearest point Ivanhoe

D. If the vacancy cannot be filled under Subsections A through C above, a qualified yardman on his regular assigned day off will fill the foreman's vacancy under the provisions of the agreement effective April 16, 195 7.

E. 1. If the vacancy cannot be filled under subsections A through D preference will be given qualified yardmen to double from other assignments as follows:

The senior qualified yardmen, including qualified extra yardmen, available for eight (8) hours service after completing a previous assignment coupling up with the starting time of the assignment on which the vacancy exists. Preference will be given to men at the point where the vacancy exists and if no men are available at that point the men from nearest points in the order specified in subsection C above will be used.

2. When yardmen are required by the Company to fill vacancies in regular or extra positions in utility, flag, pilot or passenger back up service, herding engines, locomotive cranes, clam shells or other self-propelled machinery will be filled by the senior available qualified foreman who have notified the proper officer of their desire to be given preference in filling such vacancies, and preference will be given to men applying in the order of their seniority. If no requests are received, or those available do not desire to fill them, such vacancies will be filled by qualified extra men. Foremen used in such service must be qualified to perform the particular duties required over the territory involved.

Article 23
Assigned Trainmen

Section 1

When assigned runs are advertised, the notice shall specify the limits, layover, leaving time and the Position on the assignment being advertised, i.e. Conductor or Brakeman.

Section 2

Except as otherwise provided in this agreement, regularly assigned trainmen will not be run out of terminals in pool service as trainmen except when there are no pool crews available. In case of failure to reach either terminal in time for their regular assignment they shall stand first out.

NOTE: It is understood that the language "they shall stand first-out" in the last sentence is intended to apply to the entire crew and not to individuals.

Section

Except as otherwise provided in this agreement, regularly assigned trainmen will not be called to go out on other assignments as trainmen except where there are no other qualified trainmen available. Regularly assigned trainmen used on other crews under this paragraph shall receive no less compensation than would have been earned by them on their regular assignment, and they shall be restored to their regular assignment without unreasonable delay.

NOTE: In case of a trainman vacancy on assigned runs for which there are no trainmen available on the extra list, the vacancies shall be filled by the most junior available rested trainman at that Point.

When a position of conductor is to be filled and there is no one available on the conductors' extra list or no emergency conductor available, the first available conductor on a pool place will be used.

(NOTE: Pool conductors used in connection with the above will have their turns remain in the proper order at the home terminal.)

Section 4

In the event of disorganized service, trainmen will run first-in/first-out.

Section 5

Trainmen on assigned runs shall be at liberty while off duty at terminal points, unless notified in writing before going off duty that they are required to hold themselves available to protect some other service. When so notified and not used, they shall be allowed one minimum day.

S e c t i o n 6

Crews in assigned service will not be run off the division to which they are regularly assigned, except in case of accident where necessary to detour trains around obstruction, breakdown of passenger power or obstruction of road upsetting the ordinary course of business.

Section 7

Local freight trainmen held for service on days not assigned to work, and not used, shall be paid a minimum day's pay at the local rate. If used they shall be paid local rates.

Section 8

Regularly assigned way freight, wreck, work and construction trainmen who are ready for service the entire month 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.

Section 9

Trainmen 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.

(From Interpretation No. 1 to Supplement No. 25 to General Order No. 27.)

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 every day in the month, does this article require the payment of not less than 100 miles or eight hours for Sundays, except where employees lay off of their own accord?

Decision - Guarantee under Article 23 is for the calendar working days of the month, including holidays. Employees having one lay-over day per week are guaranteed the equivalent of the calendar working days of the month.

Question 71 - When local freight crews work two portions of a calendar day beginning, for example, at 8:00 p.m. one day and ending at 4:00 a.m. the following day, how does guarantee apply?

Decision - The guarantee is for the calendar working days of the month, including legal holidays. Trips commenced on one day and completed the following day 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?" For example, if an employee's regular assignment covers 125 miles at way freight rates and the employee is used in through freight service (a) should the employee's earnings be computed on a through freight basis? (b) must the employee 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 the run is tied up on one or more holidays during the month?

Decision - No.

Question 77- Where an employee lays off of his own accord one or more working days of the month in which a holiday occurs, how shall the employee be paid?

Decision - The employee shall lose the holidays of the month, provided he does not work on such holidays.

Question 80- May regularly assigned crews, who are used in other service to complete guarantee, be used without regard to first-in first-out rule applicable to other crews in which used?

Decision - Yes, but crews should be kept on regular assignment as far as possible.

**Article 24
Regulations in Pool Service**

Section 1

The regulation of all pools is to be governed as follows:

A. Unless otherwise agreed to in writing between the local committees and local officers, when pool freight crews average below 3900 miles per month a crew may be taken out. When they average above 4200 miles per month a crew may be added, if the addition will not cause the average to go below 3900 miles per month. It is understood that, in event of temporary fluctuations in business, these mileage limits may be deviated from by agreement between the local officers and the local chairmen, such agreement to be in writing. Local chairmen and local officers will cooperate in carrying out the intent of this article.

B. When business fluctuates to such an extent that pool crews average less than 1950 miles, or more than 2 100 miles in either of the 15 day checking periods as now in effect, the trainmaster shall reduce or increase the number of places in the pool as the mileage may require, service permitting. In the event the addition of another place will cause the mileage to drop below 1950 miles no addition will be made. It is further agreed that in the event of temporary fluctuations of business these mileage limitations may be deviated from by agreement between the local chairmen and the local officers. Such agreement will be in writing. In the event there are more or less than 15 days in the second checking period of the month the pool shall be regulated on a 15 day average for that period.

Section 2

Overtime, held-away, and deadheading shall be computed and counted as mileage, unless otherwise provided.

Section 3

Local chairman will be furnished with a mileage statement as promptly as consistent after the close of each checking period.

Section 4

Pool crews will be regulated on a 15 day basis instead of the 30 day basis.

**Article 25
Deadheading**

Section 1

A. 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 no 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.

B. Employees deadheading into their home terminal can have their deadhead combined with service out of that terminal only when the deadhead and service comes within the provisions of short turnaround service rules.

Section 2

When deadheading is paid for separate and apart from service:

A. For employees whose seniority date in a craft covered by this Agreement 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 seniority date in a craft covered by this Agreement is established 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 an 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

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

QUESTIONS AND ANSWERS

The following examples illustrate application of the rule to all employees regardless of when their seniority date in train or engine service was established, except where specifically stated otherwise:

Question 1:

What payment would be due a trainman who performed road service on a train of 8 1 cars from A, the home terminal, to B, the away-from-home terminal, a distance of 170 miles, and deadhead combined between A-B-A?

Answer:

A minimum day and 70 over-miles for the service and a minimum day and 70 over-miles for the deadhead, all at the 8 1- 105 car rate, with service and deadhead combined.

Question 2:

What would be the payment under Question 1 if the distance between A and B were 75 miles?

Answer:

A minimum day and 50 over-miles, all at the 8 1- 105 car rate.

Question 3:

What payment would be due a trainman who performed road service on a train of 8 1 cars from A to B, a distance of 170 miles, taking rest at B, and then being deadheaded separate and apart from service from B to A, with the deadhead consuming 8 hours?

Answer:

A minimum day and 70 over-miles, all at the 81- 105 car rate for the service trip from A to B, and a minimum day at the basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed.

Question 4:

What payment would be due a trainman who performed road service on a train of 8 1 cars from A to B, a distance of 170 miles, taking rest at B, and then deadheading separately

from service B to A, with the deadhead being completed in 10 hours?

Answer:

He would be paid a minimum day and 70 over-miles, all at the 8 l- 105 car rate for the service trip from A to B, and 10 hours straight time rate of pay at the basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed.

Question 5:

A trainman operates a train from his home terminal, point A, to the away-from-home terminal, point B, a distance of 170 miles. Upon arrival at the away-from-home terminal, he is ordered to deadhead, separate and apart from service, to the home terminal. The time deadheading is 5 hours. What payment is due?

Answer:

A minimum day plus 70 over-miles for service. A minimum day for deadhead if employees' seniority antedates the date of this Agreement; otherwise, 5 hours.

Question 6:

Would at least a minimum day at the basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed be paid when a deadhead is separate and apart from service and the actual time consumed is the equivalent of a minimum day or less?

Answer:

Yes, for employees whose seniority antedates the date of the Agreement. Actual time will be paid to others.

Question 7:

A trainman is called to deadhead from point A to point B, a distance of 50 miles, to operate a tram back to point A. He is instructed to combine deadhead and service. Total elapsed time for the deadhead and service is 7 hours, 30 minutes. What payment is due?

Answer:

A minimum day.

Question 8:

A trainman is called to deadhead from point A to point B, a distance of 50 miles, to operate a train from point B to point C, a distance of 75 miles. He is instructed to combine deadhead and service. Total elapsed time is 10 hours. What payment is due?

Answer:

A minimum day plus 25 over-miles.

Question 9:

A trainman operates a train from point A to point B, a distance of 50 miles. He is ordered to deadhead back to point A, service and deadhead combined. Total elapsed time, 8 hours, 30 minutes. What payment is due?

Answer:

A minimum day plus 30 minutes overtime.

Question 10:

A trainman operates a tram from his home terminal, point A, to the away-from-home terminal, point B, a distance of 275 miles. After rest, he is ordered to deadhead, separate and apart from service, to the home terminal. Time deadheading is 9 hours, 10 minutes. What payment is due?

Answer:

A minimum day plus 175 over-miles for service, 9 hours, 10 minutes straight time for the deadhead.

The following examples illustrate the application of the rules to employees whose earliest seniority date in a craft covered by this Agreement is established after the date of this Agreement:

Question 1:

A trainman is called to deadhead from his home ~~terminal~~ to an away-from-home point. He last performed service 30 hours prior to commencing the deadhead trip. The deadhead trip consumed 5 hours and was not combined with the service trip. The service trip out of the away-from-home terminal began within 6 hours from the time the deadhead trip was completed. What payment is due?

Answer:

5 hours at the straight time rate.

Question 2:

What payment would have been made to the trainman in example 1 if the service trip out of the away-from-home terminal had begun 17 hours after the time the deadhead trip ended, and the held-away rule was not applicable?

Answer:

A minimum day for the deadhead.

Question 3:

What payment would have been made to the trainman in example 1 if the service trip out of the away-from-home terminal had begun 18 hours after the time the deadhead trip

ended, and the trainman received 2 hours pay under the held-away rule?

Answer:

6 hours at the straight time rate.

Question 4:

A trainman is deadheaded to the home terminal after having performed service into the away-from-home terminal. The deadhead trip, which consumed 5 hours and was not combined with the service trip, commenced 8 hours after the service trip ended. What payment is due?

Answer:

5 hours at the straight time rate.

Question 5:

What payment would have been made to the trainman in example 4 if the deadhead trip had begun 18 hours after the service trip ended and the held away rule was not applicable?

Answer:

A minimum day for the deadhead.

Question 6:

What payment would have been made to the trainman in example 4 if the deadhead trip had begun 18 hours after the time the service trip ended and the trainman received 2 hours pay under the held-away rule?

Answer:

6 hours at the straight time rate.

Question 7:

A trainman is deadheaded from the home terminal to an away-from-home location. Ten (10) hours after completion of the trip, he is deadheaded to the home terminal without having performed service. The deadhead trips each consumed two hours. What payment is due?

Answer:

A minimum day for the combined deadhead trips.

NOTE: The amount of over-miles shown in the examples are on the basis of a 100 mile day. The number of over-miles will be reduced in accordance with the application of Article IV, Section 2, of this Agreement.

Section 4

Trainmen deadheading in exercising seniority privileges shall not be considered as deadheading under orders, except that the first trainmen deadheading to take a newly created run or newly created assignment shall be paid in accordance with Section 1 of this article. For the purpose of applying this article, exercising seniority privileges shall not be considered as applying to trainmen sent to opposite terminal, or to outlying points, or vice versa to fill vacancies or to increase the extra list. It will be understood that *trainmen* applying for vacancies of ten days or more will be considered as exercising seniority.

NOTE: The changing of the reporting time of an assigned run does not constitute a newly created assignment, and men who are awarded such runs shall not be entitled to payment for deadhead under the provisions of this article.

Section 5

When two crews are called at the same time, one to handle a train and one to deadhead, the crew first-out will deadhead. If deadheaded to opposite terminal the deadhead crew on arrival at the terminal will be marked up ahead of the crew which handled the train. When two crews are deadheading on the same train to opposite terminal and it is necessary to use one enroute, the crew standing last-out will be used, allowing the crew first-out to complete the deadhead. If necessary enroute to use both crews for service in the deadheading direction, the crew standing last-out shall get off for the first assignment, the crew first-out deadheading on to the second assignment. If necessary to get off for service in opposite direction to which deadheading, the crew first-out shall take the first assignment. If the crews deadheading receive assignment at the same point, the crew standing first-out shall take the first assignment. When individual conductors or trainmen are deadheaded, the same principles shall apply as outlined in this paragraph for complete crew.

NOTE: When a single train crew is deadheading on a train and circumstances require the use of a crew enroute, the crew deadheading shall be used.

Section 6

When a pool place is to be deadheaded to the opposite terminal at the same time as the crew used in service and the crew is not to be used until arrival of their pool place, trainmen will be called to deadhead on freight, being called for the same time as the crew that is to operate the freight train, and if other means of transportation is used the deadheading trainmen shall take the same position on the board at the opposite terminal as if they had used the freight tram.

NOTE: This is not to prevent deadheading by other means with intent to use crew upon arrival.

Section 7

Trainmen deadheading from a division terminal will stand ahead of any trainmen deadheading on the same train from any intermediate point between freight terminals or from any point beyond freight terminal.

Section 8

Sections 5, 6, and 7 of this Article will apply to conductors and trainmen deadheading from intermediate points in the same manner as applied to crews deadheading from terminal to terminal.

Section 9

When extra conductors and/or trainmen are deadheaded to or from Lorain in connection with service at South Lorain, Ohio, they will be allowed 45 minutes at the 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 Lorain and shall be paid for each day on which said extra conductors and/or trainmen are required to report at South Lorain. (Not applicable to employees with seniority subsequent to October 31, 1985)

Section 10

When it is necessary for a Nickel Plate District conductor or a Nickel Plate District crew to be deadheaded from Bellevue to Lima to take a position in the Lima-Bellevue pool, account crew being added to the pool, such conductor and/or crew will be marked up on arrival behind any pool crews then at the terminal and ahead of the crew handling the tram upon which deadheaded.

Section 11**Understanding, Cleveland, Ohio**

A conductor or trainmen used on a turn-around basis, Bellevue to Cleveland and return, or Conneaut to Cleveland and return, where the end of a deadhead trip and the start of a service trip, or the end of a service trip and the beginning of a deadhead, or where the end of a service trip and the beginning of another service trip is not at the same point, will be transported between the points involved by taxicab or similar conveyance at the expense of the railroad company, and the men in each instance will be notified at what point this service will be provided.

Article 26
Calling Trainmen and Yardmen

Section 1

Trainmen shall not be called over two hours or less than one hour and 30 minutes before reporting time, except in cases of emergency. Trainmen on assigned runs, the reporting time of which occurs between 7:00 A.M. and 10:00 P.M. shall be required to report without call. In the event of failure in telephone service reasonable effort will be made to contact the men otherwise.

NOTE 1: Pool crews at home terminals or at away-from-home terminals will not be given two consecutive calls for turnaround service (including work trains that it is expected will return to the terminal) when other crews are available. When necessary to run crews out of their turn to comply with this note, Article 28 shall not apply.

NOTE 2: When a crew is called and then released and placed at the bottom of the board they will be considered the same as being used on a turn. A crew will take standing on the board according to their mark off time.

Section 2

Call will specify the service intended for at time call is made, and trainmen called for work train service will be notified when called as to the number of days it is expected work train will be out.

Section 3

When an emergency freight conductor lays off or misses a call, he shall not be considered again available for service as an emergency conductor until he has performed service as a brakeman or until his regular place returns to that terminal.

Section 4

An extra man called from a conductors' or brakemen's extra list to fill a vacancy for an outlying assignment who advises that he is unable to accept the call or misses a call for the vacancy will, when he marks up for service or becomes available for service after the

expiration of 12 hours, be required to protect the assignment for which he stood when he became unavailable for duty or missed the call, provided the vacancy still exists, and if so, he will be required to deadhead to the assignment without compensation.

The above also applies to emergency conductors called for outlying assignments, but does not apply to pool service.

Section 5

An emergency conductor who is holding a regular brakeman position and who is used and/or required to fill vacancies in any service as conductor, shall be paid not less than he would have earned had he remained on his regular place and/or assignment, provided, however, that such emergency conductors must make themselves available for and accept calls for any additional conductor service for which they stand until they return to their regular brakeman place and/or assignment.

It is understood that all compensation earned by emergency conductors and by the brakemen relieving them on their place or assignment, including deadheading allowances, etc., will be considered in computing the difference in earnings payments due emergency conductors.

QUESTIONS AND ANSWERS**Question 1:**

Man working as emergency conductor, comes in as such and misses a call as emergency conductor before his regular pool place comes in. Must he make a trip as brakeman before he can be again considered available for use as emergency conductor?

Answer (a)

Before his regular pool place comes in -- Yes.

Answer(b)

After his regular pool place comes in --- No.

Question 2:

Man working as emergency conductor, comes in as such and misses a call as emergency conductor after his regular pool place comes in. Must he make a trip as brakeman before he can be considered available for use as emergency conductor?

Answer

Yes.

Question 3:

Man working as emergency conductor and comes in as such. He lays off before his regular pool place comes in and also marks up before his pool place comes in. Must he make a trip as brakeman before he can be again considered available for use as an emergency conductor?

Answer (a)

Before his regular pool place comes in -- Yes.

Answer (b)

After his regular pool place comes in --- No.

Question 4:

Man working as emergency conductor and comes in as such. He lays off before his regular pool place comes in and then marks up after arrival of his regular pool place, but before that pool place is called. Must he make a trip as brakeman before he can be considered available for use as emergency conductor?

Answer:

The arrival of his regular pool place satisfies the rules and the answer is "No."

Question 5:

Man working as emergency conductor and comes in as such. He lays off after his regular pool place comes in and marks up before the pool place is called to go out. Must he make a tip as brakeman before he can be considered available for use as emergency conductor?

Answer

Yes.

Question 6:

Man working as emergency conductor and comes in as such. He lays off after his regular pool place comes in and does not mark up until his regular pool place has departed. Must he make a trip as brakeman before he can be considered available for use as emergency conductor?

Answer

Yes, unless in the meantime his regular place has returned to that terminal.

Section 6

Unless a trainman holding a regular place who is laying off marks up before his place is called he will be considered off duty until the return of his assignment, except that

if his assignment is out of the terminal over two days after he reports for work, he will be permitted to go to his assignment on his own time.

NOTE: First day out of the terminal is considered the calendar day the assignment is called.

Section 7

In assigned road service where employees report for duty without being 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 employee 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 employee is required in accordance with said notice of change to report for duty and does so report. If not so notified, the reporting time shall be as provided in the assignment.

Where employees are called, existing rules or practices are not changed or affected by this article.

Section 8

Emergency conductors living at Fort Wayne will not be called for vacancies in the Lima-Bellevue pool when men living at Bellevue are available. Similarly, such men living at Bellevue will not be called for runs out of Fort Wayne to Leipsic Junction or Fostoria when men living at Fort Wayne are available.

Section 9

When two or more extra freight brakemen leave a terminal and return to the same terminal on the same crew, they will be marked up in the same relative position as they held when called.

Section 10

An extra trainman laying off will have his name removed from the extra list for a period of not less than twelve hours; after the expiration of the twelve-hour period he may mark up last-out on the extra list. An extra trainman missing a call will have his name removed from the extra list and will be marked up last-out at the expiration of a twelve-hour period from the time called for.

Section 11

Except on outlying jobs or in emergency, extra men called to fill vacancy will hold it for a round trip.

Section 12

Yardmen will not be called more than two hours or less than one hour 30 minutes before starting time of assignment. In case of emergency, this may be deviated from provided such practice is not abused. In event of failure of telephone service, reasonable effort will be made to contact the men otherwise. This Section applies to extra yardmen only.

Section 13

An extra yardman laying off will have his name removed from the extra list for a period of not less than twelve hours; after expiration of the twelve-hour period he may mark up last out on the extra list. An extra yardman missing a call will have his name removed from the extra list and will be marked up last out at the expiration of the twelve-hour period from time called for.

NOTE: This Section shall not apply to a yardman who misses a call outside regular calling periods. The calling periods for groups of assignments will be:

- First trick - 4:30 AM. to 7:00 AM.
- Second trick - 12:30 P.M. to 3:00 P.M.
- Third trick - 8:30 P.M. to 11:00 P.M.

At points where all regular assignments are worked independently of each other, the regular calling period for each assignment will be no more than two hours or less than one hour in advance of the starting time of each such assignment.

**Article 27
Called and Not Used**

Section 1

Trainmen in pool service who are called and report and, for any reason other than their own acts, are released before leaving the terminal within three hours after the time called to register on duty, they will be paid for four hours and remain first-out; if released after three hours from the time called to register on duty, they will be paid a minimum day's wages in class of service for which called and be placed last-out; no pay shall be allowed if they are notified before leaving place of residence that they are not needed.

Section 2

Yardmen or switchtenders who are required to report for duty and are not used will be allowed one day the same as though service was performed. When this involves extra men they will go to the foot of the list.

Section 3

When a yardman or switchtender reports for duty on an assignment and finds that account of an error, and through no fault of his own, he was not notified of displacement or was not marked up on the assignment as requested, the senior yardman involved will be given the preference of working the assignment or relinquishing it to the junior yardman. In either case the yardman relieved from duty will be paid one day.

**Article 28
Runarounds**

Section 1

When trainmen are not called or are not used in their turn under the rules, they shall be allowed one minimum day.

Section 2

When trainmen have been called in their turn under the rules and are then runaround within the defined terminal switching limits they shall be paid two hours at pro rata rate of, and in addition to, other compensation earned on the trip.

Section 3

When the regular members of a crew are runaround at terminals account not having the unexpired time prescribed in Article 11, Section 8, they shall be paid two hours at pro rata rate of, and in addition to, the compensation earned on their next trip.

Under Sections 2 and 3 of this Article, except as otherwise provided in the rules, the men shall mark up and stand at the opposite terminal in the order of their arrival.

Section 4

Extra yardmen or extra switchtenders, runaround or not used in their turn under the rules, will be allowed one day in their respective classes of service and, if it is known before they are used that the runaround has occurred, they shall be marked at the foot of the list.

Section 5

Yardmen or switchtenders deprived of work that properly belongs to them under the rules will be allowed one minimum day at the rate for the service which they should have performed, provided that if they worked that day in some other service they will be allowed the difference between what they actually earned and what they would have earned if properly assigned.

**Article 29
Terminal Delay - Freight Service**

Section I- Initial Terminal Delay

Initial ~~terminal~~ delay shall be paid on a minute basis to trainmen in freight service for all time in excess of 75 minutes computed from the time of reporting for duty up to the time the train leaves the terminal at one-eighth of the basic daily rate, 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 allowance 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.

This article will not apply to pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, circus train (paid special rates or allowances), road switcher (district runs), or to local freight or mixed service where switching is performed at initial terminal in accordance with schedule rules.

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 4.8 minutes the period of 75 minutes after which initial terminal delay payment begins.

NOTE: Employees who establish seniority after October 3 1, 1985 are not entitled to Initial Terminal Delay.

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 - Final Terminal Delay

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 tram is to be left or yarded, until finally relieved from duty, shall be paid for as final terminal delay; provided, that if a tram 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.

NOTE: Employees who establish seniority after October 3 1, 1985 are not entitled to Final Terminal Delay.

Section 5

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 ($60/12.5 = 4.8$; $60/12.75 = 4.7$; $60/13 = 4.6$; $60/13.25 = 4.5$; $60/13.5 = 4.4$, etc.).

Section 6

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 October 3 1, 1985, 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 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 7

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 8

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.

NOTE: The question as to what particular service is covered by the designations used in Section 8 shall be determined on each individual railroad in accordance with the rules and practices in effect thereon.

Section 9

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

Article 30
**Held At Other Than Home Terminal/Suitable Lodging/
Expenses Away From Home**

Section 1 - Held-at-Other-Than Home Terminal

Trainmen in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of 16 hours from the time relieved from previous duty at a rate per hour of one-eighth of the daily rate paid them for the last service performed. If held 16 hours after the expiration of the first 24 hour period from the time relieved, they will be paid for the actual time so held during the next succeeding eight hours, or until the end of the second 24-hour period, and similarly for each 24-hour period thereafter.

Should a trainman be called for service or ordered to deadhead after pay begins, held away from home terminal time shall cease at the time pay begins for such service or deadheading.

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

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

When conductors or trainmen are called to deadhead, held away from home terminal time due under the rules will be allowed up to the departure time of the train on which deadheaded.

Section 2

Trainman held at any point for special service and not used until after the expiration of twelve hours from the time his regular place is called to depart, or from the time which he would otherwise have been called for, shall be paid one minimum day in the class of service for which held. If more than 16 additional hours shall elapse between the expiration of the initial twelve-hour period and the time actually called for service or deadhead, any time between the expiration of the additional 16-hour period and the time called for service or deadhead, up to a maximum of eight hours, shall be paid for a pro rata rate in addition to the time earned on the trip, and so on thereafter each additional 24-hour period until used or released. When so held and paid under this Section, Section 1 above shall not apply. When properly held under this article it shall not be considered a runaround.

In the application of this section to trainmen who are deadheaded for special service or who are held at any point, other than home terminal, after reaching there in special service, the phrase "the time which he would otherwise have been called for" will be considered to mean the time of arrival at that point, except that if men are permitted to deadhead on a train ahead of the train on which they are called to deadhead, the "time of arrival" as referred to in this understanding shall be the time of arrival of the train on which they were called to deadhead.

Section 3

"Suitable lodging" for employees qualified under Article II, Section 1 of the June 25, 1964 Agreement will consist of the following, unless otherwise noted:

- A. Single occupancy rooms, cooled or heated where and when climatic conditions normally require such cooling and heating.
- B. Sleeping rooms to be furnished as follows:
 - 1. One single size bed.
 - 2. Suitable mattress and pillow.
 - 3. Bedding suitable for weather.
 - 4. Adequate heating, lighting, ventilation.
 - 5. Small table or dresser and chair.
 - 6. Adequate toilet and bath facilities with hot and cold water.
 - 7. Reading lamp.
 - 8. Adequate soap and towels.
 - 9. Suitable fixture for hanging clothes.
 - 10. Clean linen after each occupancy.
- C. Recreation rooms will be provided in company-owned dormitories and furnished with sufficient chairs, tables, a television set, a radio, and reading lamps.
- D. The dormitories will be maintained in a sanitary condition.
- E. The lodging facilities provided for in this agreement will be available to employees during the entire period of tie-up.

Section 4

A. It is understood that if the General Chairman contends that the lodging facilities are not suitable, a prompt on-the-ground joint inspection will be made and, if necessary, correction effected.

B. If in the future carrier desires to offer suitable accommodations other than those presently provided at any terminal, negotiations will be undertaken promptly with respect to such proposed changes.

It is understood, however, that any of the accommodations may, at the Carrier's election, be replaced by company dormitories, provided such dormitories are constructed in accordance with the provisions of Section 3 hereof.

Section 5

A. In the event the lodging facility is inadequate to accommodate the number of employees qualified for suitable lodging under Article II, Section 1, of the Agreement of June 25, 1964, alternate facilities of equal quality, if available, will be provided.

B. When an employee is tied up at a point where he is entitled to be furnished lodging or the lodging allowance and he is to be recalled to service or deadhead in less than four hours from the time tied up, he will be so notified when going off duty on the incoming trip and when so notified will not qualify for lodging or lodging allowance, provided he is called and used in less than four hours. If not notified as per above and he is called in less than four hours, he will be entitled to the lodging. In the application of this Section, it will not be the policy to call crews before the expiration of the four-hour period for the purpose of defeating the provisions of this Section.

Section 6

It is understood that where transportation is furnished by the company the employees covered herein may be transported with the crew as a unit.

The effective "suitable lodging" agreements will be modified to the extent that single occupancy rooms will be provided for the employees. These arrangements will be placed in effect as soon as practicable, but not later than March 1, 1978.

Section 7

When the carrier ties up a road service crew (except short turnaround passenger crews), 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 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. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis.

Section 8

When the Carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section 7) 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 eight (8) hours.

NOTE: For the purposes of Sections 7 and 8, extra board employees shall be provided with lodging and meal allowances in accordance with the article governing the granting of such allowances to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

Section 9

Sections 7 and 8 are amended to cover men in train, engine or yard service called from the extra board or used in the capacity of an extra man to fill vacancies at outlying points subject to the following additional conditions:

A. The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.

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.

**Article 31
switching Limits****Section 1**

Existing agreements are amended to read as follows:

The employees involved, and the carriers represented by the National Carriers' Conference Committee, being desirous of cooperating in order to meet conditions on the various properties to the end that efficient and adequate switching service may be provided and industrial development facilitated, adopt the following:

A. Except as provided in Section 1(b) hereof, where an individual carrier not now 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, whereupon 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 agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following date of last conference. The decision of the Arbitration Board will be made within 30 days thereafter. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon seven days notice by the carrier.

B. Where, after the effective dates of the 1951 and 1952 Agreements, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with yardmen without additional compensation or penalties therefore to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four miles from the switching limits in effect as of the date of January 27, 1972. Other industries located between such switching limits and such new industries may also be served by yardmen without additional compensation or penalties therefore to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance

with this Section 1B and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier shall periodically advertise to road service employees the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employees invoked, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employees holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers). In the event no road employee elects to bid on the accumulated equalizing hours within the bulletined period such accumulation of equalizing hours will be considered forfeited and a new accumulating period shall commence.

C. This Article shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

D. The foregoing is not intended to amend or change existing agreements involving predominantly full-time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in Section 1B hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952.

E. Current switching limits are as follows:

1. Bellevue-Sandusky Terminal

The switching limits at Bellevue Sandusky Terminal are

EAST-NKP	MP 240.5
WEST-NKP	MP 25 1.35
EAST-PRR	MP 93
WEST-PRR	MP 1.09
EAST-WLE	MP 54.75
WEST-WLE	MP 50.70

NOTE: Work train service shall be applied as if the east switching limits or yard limits at Bellevue on the Lake Division were still located at Mile Post 243.64.

2. Buffalo Terminal

WEST-NKJ? 8 19 feet south of MP 8
WEST-NKP MP 385.5

3. Chicago Terminal

EAST-NIU? 42 1 feet west of MP 504 (Chicago District)
WEST-NKP MP C40.9 (Forrest District)

4. Cleveland Terminal

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

5. Conneaut Terminal

EAST 820 feet east of MP 115
WEST 2267 feet east of MP 119

6. Detroit Terminal

WEST - WAB MP 10 (DET)

7. Ft. Wayne Terminal

EAST - NKP " F " MP 359.5
SOUTH - NKP (MUN) MP CF179
WEST - NKP (CGO) MP B377.4
EAST - WAB (MONT) MP 139
EAST - WAB (TOL) MP87
WEST - WAB (STL) 1025 feet west of MP 150 (DET)

8. Lafayette Terminal

WEST 2000 feet west of MP 259 (DET)
EAST 1500 feet east of MP 249.3 (DET)

9. 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)

10. St. Louis Terminal

Southern

St. Louis District MP 7 + 3814 feet

NW

Brooklyn District MP D469.1

Madison District MP 445 + 2045 feet

“Luther” line STL District 4098 feet north MP 7 (STL)

11. Toledo Terminal

WEST - NKP (DEL) 5055 feet west Monclova Road TS13.1

EAST-WLE MP 8.01

WEST - WAB (MAU) MP 17

Article 32
Road/Yard Movements and Interchange

Section 1 - Road Emnlovees Switching in Yards

Road freight crews may be required at any point yard crews are employed to do any of the following as part of their road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc.

A. 1. 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 distances of the on and off duty point, transportation will be provided.

2. Make up to 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.

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

4. 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.

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

6. 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 (a) 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.

- (a) Road crews may shove a train together when it is cut because of crossing or crossover.
 - (b) Road crews at initial, final, or intermediate points with or without cars may move to permit a yard crew to take off and/or add cars.
- 7. Perform switching within switching limits at time no yard crew is on duty.
 - 8. Handle engines to and from train to ready track and engine house, including all units coupled to the operating unit(s) and exchange engine(s) .
 - 9. Switch out defective cars.

Section 2 - Incidental Work

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

- I. Handle switches
- 2. Move, turn and spot locomotives and cabooses
- 3. Supply locomotives and cabooses, except for heavy equipment and supplies generally placed on locomotives and cabooses by employees of other crafts
- 4. Inspect cars
- 5. Start or shutdown locomotives
- 6. Bleed cars to be handled
- 7. Perform walking and rear-end air tests

8. Prepare reports while under pay
9. Use communication devices; copy and handle train orders, clearances and/or other messages
10. Any duties formerly performed by firemen

B. 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:

1. Handle switches
2. Move, turn, spot and fuel locomotives
3. Supply locomotives except for heavy equipment and supplies generally placed on locomotives by employees of other crafts
4. Inspect locomotives
5. Start of shutdown locomotives
6. Perform head-end air tests
7. Prepare reports while under pay
8. Use communications devices; copy and handle train orders, clearances and/or other messages
9. Any duties formerly performed by firemen

NOTE: These provisions concerning Incidental Work are intended to remove any existing restrictions upon the use of employees represented by the UTU 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 on the work rights of another craft as established on any railroad.

Section 3 - Yard Crews - Combination Road - Yard Service Zones

A” Yard crews may perform the following work outside of switching limits

without additional compensation except as provided below:

1. Bring in disabled train or trams whose crews have tied up under the Hours of Service Law from locations up to 25 miles outside of switching limits.
2. 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 tram or wrecking service.

NOTE: For performing the service provided in A 1 and 2 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.

3. 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 tram or wrecking service outside switching limits.

4. 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 August 25, 1978, except by mutual agreement.

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. At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting carrier or deliver their over-the-road trains to a connecting carrier provided such trains are solid trains which move from one carrier to another intact with or without motive power and/or cabooses.

B. The crew of an over-the-road solid run-through train may perform one move as prescribed in Section 1 A 6 of this Article, in addition to delivering and/or receiving their train in interchange.

C. If road crews referred to in A of this Section are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternate means of transportation will be provided.

D. At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

E. If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds 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.

F. Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

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.

G. The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to January 27, 1972.

Section 5 - Enhanced Customer Service

Article VIII- Special Relief, Customer Service - Yard Crews of the UTU Implementing Documents of November 1, 1991, Document A, is amended to read as follows:

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 Chairperson 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 Paragraph shall be limited to: starting time, yard limits, calling rules, on/off duty points, seniority boundaries, and class of service restrictions.

C. A Joint Committee, comprised of an equal number of Carrier representatives and Organization representatives shall determine whether a need exists, as provided in Section 5 A. above, to provide the service. If the Joint Committee has not made its determination by the end of the advance notice period referenced in Section 5 A. above, it shall be deemed to be deadlocked, and the service will be allowed on an experimental basis for a six-month period. If, after the six-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 borne 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 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.

Section 6 - Combination Road-Yard (5 OPS Agreement June 25,1964)

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

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

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

D. 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.

E. Initial and final terminal delay articles shall not be disturbed by this section.

F. Every employee deprived of employment as the immediate and proximate application of this Section, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 2 1, 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 2 1,1936 will not be entitled to retraining benefits.

Section 7 - GENERAL

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 a road crew performs service in excess of, or other than enumerated in this Article, road crews will be allowed time consumed with a minimum of one hour in addition to other compensation made on the trip.

C. The foregoing is not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement.

**QUESTIONS AND ANSWERS
(Applicable to Section I - Switching)**

Question # 1:

A road freight crew may be required to “pick-up and/or set out at each intermediate point between terminals” without additional compensation. Are we to understand that this modifies existing conversion rules, i.e., stops made at points where yard crews are employed to pick up and/or set out will no longer be counted in the application of these rules?

Answer:

No. Switching allowances, arbitraries and/or penalty payments formerly allowed for this service are the types of “additional compensation” which are eliminated; however, existing conversion rules are not modified or set aside by the provisions in question.

Question #2:

Does the “additional compensation” referred to in this Article 32 affect initial and final terminal delay and conversion rules?

Answer:

No. The “additional compensation” referred to is to eliminate switching penalties where yard crews are employed.

Question #3:

Do units “coupled and connected in multiple” include units which are coupled and connected in multiple but which are incapable of supplying additional tractive power, i.e. “dead” units?

Answer:

Yes.

Question #4:

Does the phrase “exchange engine” as used in Section 1 A 8 include: (1) exchanging one or more units of a multiple unit engine, (2) adding one or more units to a multiple unit engine, and (3) removing one or more units from a multiple unit engine?

Answer:

Yes.

Question #5:

Is it permissible to require a road freight crew to switch a car out from their own train which was found to be defective sometime after the train had been made up by a yard crew but which was known to exist at the time the road crew was brought on duty?

Answer:

Yes.

Question #6:

What effect do the provisions of Article 32 have on the non-restrictive provisions of Article V of the June 25,1964 Operating Employees’ Agreement (Sections 2 and 4 of Article V)?

Answer:

None. Section 7 C of Article 32 reads:

“The foregoing is not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement.”

The flexibility afforded the Carrier under the provisions of Article V of the June 25, 1964 Agreement is clearly retained.

Question #7:

Does Article 32 eliminate engine exchange and/or set-off and pickup arbitraries applicable to road, yard and transfer crews?

Answer:

Exchanging, setting off and picking up engines continues to be permissible, but arbitraries for such service were eliminated by the 1972, 1978, and 1985 National Agreements.

Question #8:

In application of the provisions of Sections 1 A, 2 and 4 of Article 32, is there any limit to the couplings that road crews can be required to make when picking up cars?

Answer:

The language “spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed” in Sections 1 A, 2 and 4 is intended to apply to setting out and picking up cars and no limit is imposed on the number of couplings a crew may make when performing such work

Question #9:

Under the provisions of Section 1 A 1 a crew is relieved from duty at a point short of the off-duty point of the assignment, and is provided transportation to the off-duty point. How are the time and miles involved for such a trip computed?

Answer:

The time would be continuous until reaching the off-duty point. Computation of the miles depends on local rules and practices.

Question # 10:

Can an inbound crew be required to shove their setouts to a particular spot on the yard track, i.e., to air hose or the bottom of the track?

Answer:

Yes.

Question # 11:

An outbound crew picks up cars from the A Yard, from the B Yard and couples to the caboose in the C Yard. When would initial terminal delay cease, upon departure from the A Yard or when the train is assembled with the caboose in the C Yard?

Answer:

There has been no change in the application of ITD Rules.

Question # 12:

Is it correct to assume that under Section 3 A 3 no additional payment would be required for a yard crew serving customers up to 20 miles outside switching limits?

Answer:

Yes.

Question # 13:

Under Section 3 - Yard Crews - Can we now have a reduced yard crew go the 25 mile limit and perform local work inbound with the train relieved due to the hours of service law?

Answer:

The yard crew may be required to perform the local work inbound with the tram relieved.

Question # 14:

Does the term "hostling work" in Section 3, Paragraph B include hostling work inside switching limits?

Answer:

Yes

Question # 15:

Does service pursuant to Section 3, Paragraph A 3 require compilation of equity reports?

Answer:

No.

Question # 16:

A road crew at its final terminal delivers cars in interchange and picks up from the same foreign carrier before yarding his train. How many moves are involved?

Answer:

Two, the delivery is one move and the pick up the second.

Question # 17

A road crew at its initial terminal is required to get its train from three tracks in the same location, where one track would have held the entire pick up. How many moves are involved?

Answer:

One

Question # 18

A road crew arrives at its final terminal with four blocks of cars all for foreign carriers. How many deliveries may the road crew make?

Answer:

Three in addition to yarding their train at final terminal.

Question # 19:

What is meant by “multiple tracks?”

Answer:

“Multiple tracks” are more tracks than the minimum number required to hold the cars in question.

Question #20:

A road crew at its final terminal picks up twenty cars at Yard A, delivers 40 different cars to a foreign carrier then yards its train including the twenty cars picked up at Yard A on multiple tracks in Yard B. How many moves have been made?

Answer:

Three

Question #21:

Can a road crew set out in its final terminal and thereafter effect an interchange?

Answer:

Yes

Question #22:

Can a road crew (other than an over-the-road solid run through tram) when making an interchange delivery or setting out at other than its final yard use multiple tracks to effectuate the move?

Answer:

No. The application of the multiple track move is limited to where the road crew receives its train at the initial terminal and yards its train at the final terminal.

Question #23 :

Railroad A has Railroad B do its switching at City X. What may Railroad A's road crews do at City X?

Answer:

Railroad A's crews may do the same things as any other road crews.

Question #24:

A road crew at its initial terminal is required to get its train from three tracks because three tracks were required to hold the entire train. Is this considered a move?

Answer:

No. This is a proper double over and does not count as one of the three additional moves permitted.

Question #25:

The carrier chooses to have a road crew get or leave its train on multiple tracks where a minimum number of tracks were available to hold the train and could have been used. Does this constitute a move so as to permit the road crew two additional moves at the initial or final terminal yard?

Answer:

Yes. The use of multiple tracks is one of the allowable moves.

QUESTION AND ANSWERS
(Applicable to Section 4 - Interchange)

Question # 1:

Does the agreement permit the UTU members of a crew to “runaround” a train delivered to another Carrier and remove its caboose to handle back to the crew’s tie-up point?

Answer:

Yes, when a road crew is required to deliver a solid train to a connecting Carrier, the Carrier can require the road crew to remove its caboose and return to its tie-up point.

Question #2:

Is it permissible to require a crew to double with more cars than necessary for the explicit purpose of getting all cars with a common destination in one track when the initial track will not accommodate the entire interchange cut?

Answer:

Yes, consistent with Article 32.

Question #3:

Under the “minimum number of tracks” concept is it permissible to double excess cars from a track which would have accommodated the entire cut to a track which won’t accommodate the entire cut?

Answer:

Yes, consistent with Article 32.

Question #4:

On a day when Carrier "A" has no interchange cars from Carrier "B"; but nevertheless has a "pull-back" arrangement with Carrier "B", may the Carrier "A" crew be required to go "light" to Carrier "B" in order to pull-back cars from Carrier "A"?

Answer:

Yes. The Article does not preclude a Carrier from requiring an interchange crew to run light in the situation described.

Question #5:

Does the term "connecting Carrier" include switching or terminal companies?

Answer:

Yes

Question #6:

Does this Article contemplate that road crews engaged in solid train movements will have their on and off duty points changed by reason of such movements?

Answer:

No. Existing rules or practices concerning the designation of on and off duty points are not changed.

Question #7:

Does this Article contemplate the elimination or modification of initial and final terminal delay rules?

Answer:

No.

Question #8:

May road crews be required to go beyond the point where yard crews effect interchange with a connecting Carrier?

Answer:

Such movements must be confined to tracks on which the Carrier has the right to operate with road, yard or transfer crews.

Question #9:

Where prior to the January 27,1972 Agreement a Carrier yarded their trains in the yard of a terminal company and the terminal company performed all necessary yard service including interchange with connecting Carriers, does this Article now permit such Carrier to operate through the terminal company's yard and effect the interchange of a solid over-the-road train to a connecting Carrier with its own road crews?

Answer:

Yes, assuming a Carrier has trackage rights through a terminal company yard to an interchange point of a connecting Carrier.

Question # 10:

May a road crew making a delivery of a solid-over-the-road train to a connecting Carrier be required to return cars from the connecting Carrier to their own yard?

Answer:

Yes.

Question #11:

What do the words "close proximity" mean as used in Paragraph D?

Answer:

As being next to or very near the existing interchange track or tracks.

Question # 12:

Paragraph F reads:

"Crews used in interchange service may be required to handle interchange to and from a foreign Carrier without being required to run "light" in either direction."

Does this mean yard, belt line and/or transfer crews?

Answer:

Yes.

Question #13:

Does the language "over-the-road" and "solid trains" mean that trams must consist of cars all destined for a connecting Carrier and operated by the delivering Carrier from terminal to terminal intact in order to permit its delivery to a connecting Carrier?

Answer:

No. The Carrier's right to make normal pick-ups and set-outs at intermediate points is not affected by Paragraph A. The language "over-the-road" and "solid trains" means an over-the-road train must be a "solid train" in the movement(s) performed by the road crew within the terminal where its receipt from or delivery to a connecting Carrier is effected. However, the crew of the "over-the-road" train may perform moves consistent with Article 32. A Carrier may not bring an otherwise unqualified train within the application of Paragraph A by making a set-out or set-outs for that sole purpose immediately prior to entering such terminal.

QUESTION AND ANSWERS

(Applicable to Section 5 - Enhanced Customer Service)

Question # 1

What is the intent of the parties with respect to the provision of Paragraph B which states "..., the Carrier will extend seven (7) days advance notice where practicable but in no event less than forty-eight (48) hours advance notice... "?

Answer:

The intent was for the Carriers to routinely give as much advance notice as possible to the involved UTU General Chairperson(s) prior to implementation of the proposed service under Paragraph A?

Question #2:

Should the Carrier notify the General Chairperson(s) in writing and where it intends to establish such service and identify the involved customer?

Answer:

Yes, and such notification should include the specific article(s) where relief or relaxation is requested.

Question #3:

What will prevent the Carrier from routinely furnishing the minimum notice under the article, i.e., 48 hours, prior to implementing the desired service?

Answer:

The intent was for the Carriers to routinely give as much advance notice as possible to the involved UTU General Chairperson(s) prior to implementation of the proposed service under Paragraph A.

Question #4:

Is it the intent of the parties that the Joint Committee referred to in Paragraph A, 3 will be established and meet at the location where the proposed service is to be implemented?

Answer:

The Committee will confer by whatever means are appropriate and practical to the circumstances, including telephonically.

Question #5:

Can the Carrier require a yard crew from one seniority district to meet the service requirements of a customer if such customer is located in road territory in another seniority district on that Carrier within the combination road-yard service zone?

Answer:

The Carrier's rights under this Section are limited to certain identified articles under defined circumstances, provided that the Carrier has complied with all applicable requirements set forth therein. Any Carrier proposal under this Section which, in the opinion of the UTU President, is egregiously inconsistent with the intent of the article will not be implemented without conference between the UTU President and the NCCC Chairperson.

Question #6:

Does this article permit the use of road crews to perform customer service within switching limits?

Answer:

The Carrier's rights under this Section are limited to certain identified articles under defined circumstances, provided that the Carrier has complied with all applicable requirements set forth therein. Any Carrier proposal under this Section which, in the opinion of the UTU President, is egregiously inconsistent with the intent of the article will not be implemented without conference between the UTU President and the NCCC Chairperson.

Question #7:

Can the Carrier be considered a customer in the application of this article?

Answer:

The word "customer", as used in Paragraph A, was not meant to apply to the Carrier.

Question #8:

Is there any limitation as to the number of miles a yard crew may be required to travel in road territory in order to provide customer service contemplated by this article?

Answer:

Yes. Yard crews are limited to the minimum number of miles necessary to accomplish the service consistent with the spirit and intent of the parties.

Question #9:

Where customer service can be accomplished by a road crew, is the Carrier within the intent of this article to establish the use of a yard crew to perform this work?

Answer:

The Carrier's use of yard crews must meet the requirements of this article.

Question # 10:

Does this Section 5 supersede the Road/Yard Service zone established under Article VIII; Section 2(c) of the October 3 1, 1985 National Agreement or the agreed upon interpretations pertaining thereto?

Answer:

No, this Section 5 amends Article VIII - Special Relief, Customer Service - Yard Crews of the UTU Implementing Document of November 1,199 1, Document A

Question # 11:

Does this Section contemplate the use of yard crews from one seniority district or Carrier to perform service for a customer which is located on the line of another Carrier?

Answer:

It is not the intent of this article to permit yard crews from one Carrier to substitute for yard crews of another unrelated Carrier.

Question # 12:

Are any employee protective provisions applicable to employees adversely affected by the institution of service under Section 5?

Answer:

As set forth in Section 5.

Question #13:

Does Section 5 contemplate the establishment of split-shifts in yard service?

Answer:

No.

Question # 14:

Paragraph E requires that the Carrier show a “bonafide” need for the rule relief requested or that it cannot provide the service at a “Comparable Cost” under the existing rules. Will the Carrier’s burden of proof in this regard be met simply by showing that the customer service can be accomplished at a reduced cost?

Answer:

No, a Carrier will also have to demonstrate compliance with Paragraph A.

Question #15:

If a yard crew is providing particularized service to a customer under this article, may the Carrier properly require the yard crew to provide service to other industries located in the area or along the line?

Answer:

The Carrier’s rights under this Section are limited to certain identified rules under defined circumstances, provided that the Carrier has complied with all applicable requirements set forth therein. Any Carrier proposal under this Section which, in the opinion of the UTU President, is egregiously inconsistent with the intent of this article will not be implemented without conference between the UTU President and the NCCC Chairperson.

Question # 16:

May the Carrier use a road crew to provide service to a customer within the switching limits of a terminal?

Answer:

The Carrier’s rights under this Section are limited to certain identified rules under defined circumstances, provided that the Carrier has complied with all applicable requirements set forth therein. Any Carrier proposal under this Section which, in the opinion of the UTU President, is egregiously inconsistent with the intent of this article will not be implemented without conference between the UTU President and the NCCC Chairperson.

Question # 17:

Will a yard crew used in accordance with this Section have its work confined solely to meet the specific service requirements?

Answer:

The Carrier’s rights under this Section are limited to certain identified rules under defined circumstances, provided that the Carrier has complied with all applicable requirements set forth therein. Any Carrier proposal under this Section which, in the opinion of the UTU President, is egregiously inconsistent with the intent of this article will not be implemented without conference between the UTU President and the NCCC Chairperson.

Question # 18 :

Can employees of a Carrier who may be restricted by physical disabilities or for disciplinary reasons from performing road service on that Carrier be used to perform such service under this Section 5?

Answer:

No.

Question # 19:

If a Carrier fails to comply with the provisions of Section 5, what remedy is available to employees adversely affected by the Carrier's implementation of its proposal?

Answer:

The arbitrator is authorized to fashion a remedy appropriate to the circumstances under Section 5.

**Article 33
Time Limit On Claims**

Section 1

All claims or grievances must be presented in writing by or on behalf of the employees involved, to the officer of the company authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within 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 60 days from the receipt of notice of disallowance (If the declination is on the itemized earnings statement, the time limits for appeal will begin on the earning statement date), and the representative of the carrier shall be notified of the rejection of his decision. 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. Decision by the highest officer designated to handle claims shall be final and binding unless within 60 days after written notice of the decision of said officer, he is notified in writing that the decision is not accepted.

Section 4

Decision by the highest officer designated by the carrier to handle claims shall be final and binding unless within one year from the date of said officers decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employee or his duly authorized representative and such officer is so notified. It is understood, however, that the parties may, by agreement in any particular case, extend the one year period herein referred to.

Section 5

All rights of a claimant involved in continuing alleged violations of agreements 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 to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

Section 6

This article shall not apply to requests for leniency.

Section 7

A penalty claim submitted by a representative of the Organization shall not be changed by the Company unless a change is agreed to by such representative.

A penalty claim submitted by a representative of the Organization shall not be settled by the Company on a conditional basis unless agreed to by such representative.

Section 8

When a local chairman handles a claim for a rules violation which is later allowed, the designated claimant or claimants entitled to payment under the rules shall be paid.

**Article 34
Hearings and Discipline**

Section 1

A. Trainmen will not be disciplined, suspended, dismissed, nor have any entry made against their personal record without first being given a fair and impartial hearing.

NOTE: The above will not prevent an employee from agreeing to waive a formal hearing and accept responsibility and discipline issued in connection therewith.

B. When hearings are to be held, the employee whose presence is required thereat 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 by a 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.

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 date the occurrence is made known to the Company. Employees or the Company shall have the right to request postponement for valid reasons.

D. Within fifteen (15) days after the hearing is completed, unless an extension is agreed to with the employee involved, any employee found to be at fault shall be notified in writing of the decision made. Copy of decision will be furnished his hearing representative.

E. If the accused employee is dissatisfied with the decision following hearing, he or his representative shall have the right to appeal to the next higher officer. Appeals shall be handled in accordance with provisions of the agreement covering the handling of claims and/or grievances. Requests for payment for time lost may be included in the first appeal to the higher officer referred to herein.

F. In case the suspension, dismissal, or censure is found to be unjust, such employee shall have entry removed from his record and if suspended or dismissed he shall be reinstated and paid for time lost.

G. Copy of the transcript will be promptly furnished to the accused and his representative, it being understood that no time limit on appeals shall begin to run prior to the time the transcript is in the hands of the accused.

Section 2

A. Regularly assigned trainmen, who are required to attend a hearing at the request of the Company 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 two (2) hours, this time to commence at the time the employee 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. Trainmen assigned to an extra list who are required to attend a hearing at the request of the Company when not on duty and are not required to lose their place on extra list will, if found not to 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 two (2) hours, this time to commence at the time the employee 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 trainmen are required to deadhead from their home terminal to the point where hearing is to be held, they will be compensated therefore under the road deadhead rules.

B. When regularly assigned employees 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 no 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.

C. The Company will arrange to mark off employees when necessary for the purpose of attending hearings. Employees who are marked off to attend hearings must mark up at the close of the hearings.

D. Failure of a trainman to appear at 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.

Section 3

This Article is applicable to yardmen at Chicago, Illinois, in lieu of the discipline rule contained in the Chicago Memorandum of Agreement.

Article 35
**Attending Court or Investigation - Jury Duty/
Certification of Official Papers/Bereavement Leave**

Section 1

Trainmen acting as witnesses at or attending court, inquests, or **similar proceedings** under instructions from any official of the company shall be allowed their expenses and actual time which would have been earned by them if on duty. If no actual time is lost they shall be paid one minimum day.

When trainmen are required to leave the terminal to attend a company investigation and they are found not to be at fault, if no actual time is lost they shall be paid for the time involved on the basis of one minimum day for each 24 hours.

Section 2

Trainmen while qualifying on foreign roads by order, or who are required to attend book of rules classes, will be paid for time lost.

Section 3

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, lodgings, or transportation, subject to the following qualification requirements and limitations:

- A. 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.
- B. The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- C. No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

Section 4

When the company requires that official papers shall be certified by a Notary Public or other court officer, it shall pay the fee assessed by such officer.

Section 5

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.

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:

- 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?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule 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.

Article 36
Review of Testimony

When trainmen are questioned or required to give testimony concerning matters upon which they have already made statements of record, they shall be given an opportunity to review their former statements, if they so desire before giving further testimony.

**Article 37
Cabooses**

Section 1

Where transportation is now being provided and/or has been furnished in the past between the on and/or off duty point and the point where the employees usually get on and/or off their cabooses, such transportation will continue to be provided. In addition to the above, arrangements will be worked out to provide transportation for the conductor and rear brakeman between the on and off duty points and the caboose when the distance exceeds 1,600 feet. The head brakeman will be provided the same transportation between on and off duty points and the location of the engine as may be provided the engineer and/or fireman.

NOTE: In working out the transportation arrangements it may be that in certain instances where peculiar physical conditions are involved, it will be necessary to arrange transportation for distances of somewhat less than 1,600 feet. It may, of course, be that these locations are among those where transportation is now being and/or has been furnished in the past.

This will also confirm that the term "or has been furnished in the past" as used in this Article means where transportation has been furnished on a regular basis and not on isolated occasions.

Section 2

A. ELIMINATION OF CABOOSES

Pursuant to the recommendations of Emergency Board No. 19.5, the elimination of requirements for or affecting the utilization of cabooses, as proposed by the Carriers in their notice served on or about June 3, 1983, will be handled on an individual railroad basis in accordance with the following agreed upon procedures and guidelines.

Cabooses may be eliminated from trains or assignments in any or all classes of service by agreement of the parties.

Cabooses in all classes of service other than through freight service are subject to elimination by agreement or, if necessary, by arbitration.

In through freight service, cabooses on all trains are subject to consideration in the negotiation of trains that may be operated without cabooses and there is no limit on the number that can be eliminated by agreement. However, there shall be a 25% limitation on the elimination of cabooses in through freight (including converted through freight) service, except by agreement. If arbitration becomes necessary to achieve the 25 percent of cabooses that may be eliminated in through freight service it shall be handled as hereinafter provided.

1. Procedures

- a. When a Carrier desires to operate without cabooses in any service, it shall give written notice of such intent to the General chairperson(s) involved, specifying the trains, runs or assignments, territory, operations and service involved. A meeting will be held within fifteen (15) days from the date of such notice to commence consideration of the Carrier's request subject to the guidelines outlined in Paragraph 2. below.
- b. There is no limit on the trains, runs or assignments in any class of service that may be operated without cabooses by agreement. If the Carrier and the General Chairperson(s) are able to reach an agreement, the elimination of cabooses pursuant to such agreement may be implemented at the convenience of the Carrier.
- c. In the event the Carrier and the General Chairperson(s) cannot reach an agreement within sixty (60) days from the date of the notice, either party may apply to the National Mediation Board to provide the first available neutral from the panel provided for below.
- d. Within fifteen (1.5) days from the date of this Agreement, the parties signatory to the Agreement shall agree on a panel of five qualified neutrals and an alternate panel of five qualified neutrals who shall be available to handle arbitrations arising out of this Article. If the parties are unable to agree on all of the neutrals within fifteen (15) days, the National Mediation Board shall appoint the necessary members to complete the panels. If one or more members of a panel becomes unavailable he shall be replaced under this procedure. A neutral shall not be considered available if he is unable to serve within thirty (30) days from the date requested. Should a neutral be requested and none of the panel members is available to begin review of the dispute with the parties within thirty (30) days of such request, the National Mediation Board shall appoint a non panel neutral in such dispute.

- e. **The neutral member will review the dispute and if unable to resolve by agreement the neutral member will, within thirty (30) days after the conclusion of the hearing, make a determination on the proposed elimination of cabooses involved in the dispute. The determination of the neutral member authorizing the elimination of cabooses shall be final and binding upon the parties except that the Carrier may elect not to put such determination into effect on certain trains or assignments covered thereby by so notifying the General Chairperson(s) in writing within thirty (30) days from the date of the determination by the neutral. If a Carrier makes such an election it shall be deemed to have waived any right to renew the request to remove the caboose from any such train or assignment covered thereby for a period of one year following the date of such determination.**

- f. **It is recognized that the operating rules, general orders and special instructions should be reviewed and revised by the Carrier, where necessary, to accommodate operations without cabooses. Any necessary revision will be in effect when trains are operated without cabooses.**

2. Guidelines

The parties to this Agreement adopt the recommendations of Emergency Board No. 195 that the elimination of cabooses should be an on-going national program and that this program can be most effectively implemented by agreements negotiated on the local properties by the representatives of the Carriers and the organization most intimately acquainted with the complexities of individual situations.

In determining whether cabooses are to be eliminated, the following factors shall be considered:

- a. **Safety of employees**

- b. **Operating safety, including train length**

- c. **Effect on employees' duties and responsibilities resulting from working without a caboose**

- d. **Availability of safe, stationary and comfortable seating arrangements for all employees on the engine consist**

- e. Availability of adequate storage space in the engine consist for employees' gear and work equipment

3. Conditions

Pursuant to the guidelines described in paragraph A.2. above, the following conditions shall be adhered to in an arbitration determination providing for operations without cabooses:

- a. Where suitable lodging facilities for a crew are required and the caboose is presently used to provide such lodging, the **Carrier** shall continue to provide a caboose for that purpose until alternate suitable lodging facilities become available.
- b. Except by agreement, cabooses will not be eliminated on certain mine runs, locals and road switchers where normal operations require crews to stand by waiting for cars or trams for extended periods of time and such crews cannot be provided reasonable access to the locomotive or other appropriate shelter during such extended periods.
- c. Except by agreement, cabooses will not be eliminated from trains that regularly operate with more than 35 cars where the crews are normally required to provide rear-end flagging protection.
- d. Crew members will not, as a result of the elimination of cabooses, be required to ride on the side or rear of cars except in normal switching or service movements or reverse movements that are not for extended distances.
- e. Additional seating accommodations will not be required on trains having a locomotive consist with two or more cabs equipped with seats. Crews required to deadhead on the locomotive will be provided seating in accordance with Paragraph 2.d.
- f. A Carrier may operate a train, run or assignment with a caboose if it so desires despite the fact that it may have the rights to operate such tram without a caboose.
- g. The conditions and considerations applicable to the elimination of cabooses by agreement of the parties pursuant to this Agreement in each class or type of service shall not be disregarded by the neutral in formulating his award covering a similar class or type of service.

4. Through Freight Service

- a. There shall be a 25% limitation on the elimination of cabooses in through freight (including converted through freight) service, except by agreement. The 25% limitation shall be determined on the basis of the average monthly number of trains (conductor trips) operated in through freight service during the calendar year 1981. Trains on which cabooses are not presently required by local agreements or arrangements shall not be included in such count, shall not be counted in determining the 25% limitation, and any allowance paid under such agreements or arrangements shall not be affected by this Article. A Carrier's proposal to eliminate cabooses may exceed the minimum number necessary to meet the 25% limitation. However, implementation of the arbitrators's decision shall be limited to such 25% and shall be instituted on the basis established below. In the event a Carrier's proposal is submitted to arbitration, it shall be revised, if necessary, so that such proposal does not exceed 50% of the average monthly number of trains (conductor trips) operated in through freight service during the calendar year 1981.

Effective October 31, 1985, the parties agree that in addition to a Carrier's rights under such provision and other provisions of Article X of the October 15, 1982 National Agreement, cabooses may be discontinued on unit-type trains (e.g., coal, grain, phosphate) and intermodal-type trains (e.g., piggyback, auto rack, double stack) operated in through freight (including converted through freight) service based on Guidelines and conditions, Paragraph 2. And 3. of this Article.

- b. In the selection of through freight trains from which cabooses are to be eliminated, a Carrier shall proceed on the basis of the following categories:
- (1) trains that regularly operate with 35 cars or less;
 - (2) trains that regularly operate with 70 cars or less which are scheduled to make no stops to pick up and/or set out cars;
 - (3) trains that regularly operate with 70 cars or less which are scheduled to make no more than three stops en route to pick up and/or set out cars;
 - (4) trains that regularly operate with 120 cars or less which are scheduled to make no stops en route to pick up and/or set out cars;

- (5) **trains that regularly operate with 120 cars or less which are scheduled to make no more than three stops en route to pick up and/or set out cars;**
- (6) **trains that regularly operate with more than 120 cars which are scheduled to make no stops en route to pick up and/or set out cars;**
- (7) **all other through freight trains.**

c. **The implementation of the arbitrator's decision shall be phased in on the following basis: the Carrier may immediately remove cabooses from one-third of the trains that may be operated without cabooses, another one-third may be removed thirty (30) days from the date of the arbitrator's decision and the final one-third sixty (60) days from the date of the arbitrator's decision.**

5. Purchase and Maintenance of Cabooses

In addition to the foregoing, a Carrier shall not be required to purchase or place into service any new cabooses. A Carrier shall not be required to send cabooses in its existing fleet through existing major overhaul programs nor shall damaged cabooses be required to undergo major repairs. However, all cabooses that remain in use must be properly maintained and serviced.

6. Subsequent Notices

A Carrier cannot again seek to eliminate a caboose on a train, run or assignment where the request has been denied in arbitration unless there has been a change in conditions warranting such resubmission. Conversely, where a Carrier has eliminated a caboose on a train, run or assignment and the characteristics of that train, run or assignment are subsequently changed in a way that the General Chairperson(s) believes cause it to depart from the guidelines, he may propose restoration of the caboose and, if necessary, invoke binding arbitration.

7. Penalty

If a train or yard ground crew has been furnished a caboose in accordance with existing agreement or practice on a train or assignment is operated without a caboose other than in accordance with the provisions of this Article or other local agreement or practice, the members of the train or yard ground crew will be allowed two hours pay at the minimum basic rate of the assignment for which called in addition to all other earnings.

8. Restrictions

The foregoing provisions are not intended to impose restrictions with respect to the elimination of cabooses or in connection with operations conducted without cabooses where restrictions did not exist prior to October 30, 1982.

9. The following is the Award Section of Arbitration Board No. 419, Neutral G. L. Vernon, consistent with the provisions of Article X of the October 15, 1982 UTU National Agreement and subsequent Agreements. The Carrier may eliminate cabooses from trams or assignments, subject to the conditions set forth hereinafter.

- a. Ground crew members will not be required to standby waiting for cars or trains for extended periods of time when such crew members cannot be provided reasonable access to appropriate shelter during such extended periods of time. The prudent rule of reason must apply to the term "extended periods of time". All circumstances must be governed by this rule of reason.
- b. Crew members will not as a result of the elimination of cabooses, be required to ride on side or rear of cars except in normal switching or service movements that are not for extended distances. The prudent rule of reason must determine what are "extended distances".
- c. Each member of the ground crew shall have provided in the engine consist a safe, stationary and comfortable seat except as otherwise provided, with arm rests on those added seats in single engine consists for the entire trip or tour of duty.
- d. On locomotives handling a train on which there is no caboose, there shall be provided for the ground crew members adequate storage space.
- e. Unless otherwise instructed, on multiple unit locomotives, the ground crew members may occupy seats in any one of the trailing units as long as the lead unit is occupied by two employees including the engineman.
- f. Cabs of locomotives shall be equipped with a stationary rack for storage of forms conductors normally use during their tour of duty and coat hooks.
- g. Cabs of locomotives shall be cleaned and will be furnished with individual portions of fresh sanitary drinking water, adequate space and a refrigerator or styro cooler with ice for water and lunches, paper towels, paper cups and towelettes. Personnel other than ground crew member will clean the locomotive(s) designated for crew occupancy. Conductors and trainmen

will cooperate in keeping the unit in which they ride in a clean and orderly condition.

- h. Additional seating accommodations will not be required on trains which operate without a caboose where the locomotive consist for such trains has two or more cabs equipped with seats for use by ground crew members.
- i. Clean, odor-free, sanitary and operable toilet facilities will be provided in locomotives operating trains without cabooses.
- j. Conductors of trains operating without a caboose shall be provided necessary forms and stationery and a clipboard upon which to write. The locomotive shall also be equipped with proper lighting. The Carrier will provide supplies.
- k. Conductors/foremen and trainmen/yardmen may be required to affix and remove end-of-train or similar devices without restriction or penalty.
- l. Ground crew members shall not be required to cross trestles or bridges not having walkways to inspect trains.
- m. Transportation presently provided between on-off duty points and locomotives for head-end crew members shall likewise be provided for other ground crew members on trains operating without cabooses.
- n. Ground crew members riding cabs of trailing units of locomotives must act in a reasonably prudent manner, like other members of the crew, to observe anything that may impede the train's safety and operation.

B. RUN-THROUGH SERVICE

In run-through service, a caboose which meets the basic minimum standards of the railroad on which it originated will be considered as meeting the basic minimum standards of the other railroad or railroads on which it is operated.

C. DISPOSITION OF CABOOSES

On arrival at terminals where switch engines are on duty, cabooses will be detached and placed on caboose track as soon as possible. Cabooses will not be switched with at terminals, nor will trains be built on road cabooses. This will not, however, prevent switching from rear end with cabooses when necessary to switch after train is made up.

NOTE: This article is not applicable at terminals where retarder hump yards are used nor applicable to cabooses that are pooled under agreements covering pooling of cabooses.

D. LOCOMOTIVE STANDARDS

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.

Article 38
Locker Rooms

Section 1

Trainmen will be furnished lockers and washroom with proper sanitary facilities at terminals, reasonably convenient to the point where they go on or off duty and same will be kept in a sanitary condition.

Section 2

Facilities will be provided at other points where trainmen go on duty or off duty consistent with conditions at those points.

Section 3

In complying with the above it is understood that lockers for trainmen will be furnished only for men who are not regularly assigned to cabooses.

**Article 39
Vacation**

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.

Insofar as applicable to employees represented by the United Transportation Union, the Vacation Agreement dated April 29, 1949, as amended, is further amended effective January 1, 1982, by substituting the following Section 1 for Section 1 as previously amended, substituting the following Section 2 for Section 2 as previously amended, and substituting the following Section 9 for Section 9 as previously amended:

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 on the property involved 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 qualification 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 following Section 1 e.)

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 II 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 following, Section 1 e.)

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 Section 1 e.)

(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 qualification 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 following Section 1 e.)

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 (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 following Section 1 e.)

(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 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 (1280) 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 qualification for vacations. (This is the equivalent of 1.50 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 following Section 1 e.)

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 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 Section 1e.)

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 following Section 1 e.)

(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 (2720) 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 qualification 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 Section 1 e.)

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 service 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 Section 1 e.)

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 Section 1 e.)

(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 qualification 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 following Section 1 e.)

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 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 following Section 1 e.)

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 following Section 1 e.)

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 l(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 (1280) basic days under Section l(c), two thousand seven hundred and twenty (2720) basic days under Section 1 (d), and 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 detex-mining 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 calendar 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 0) 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, 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 0) 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 Section 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 three 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.

Employees electing to take one week of vacation in single-day increments must so designate on their vacation request form. Employees requesting single-day vacation will be permitted to take them upon request, subject to the needs of the service. Employees paid in lieu thereof. A week of single-day vacations is defined as 7 days for employees on 7-day assignments, including extra boards without an off day; 6 days for employees on 6-day assignments, and 5 days for employees on S-day assignments. An employee's regular assignment on the date on which the local Carrier and Organization representatives meet to assign vacations, or the last regular assignment prior to that date, will determine the number of single-vacation days an employee receives.

Section 2

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 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' 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 not be 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.

Section 3

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 rules 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 rules of schedule agreements unless otherwise provided.

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 vacation period shall be counted as a 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 of 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.

Beginning on the date Agreement "A" dated September 21, 1950, May 25, 1951, or May 23, 1952, became or becomes effective on any carrier, such additional vacation days shall be reduced by 1/6th with respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service.

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 carriers parties to this agreement and the employees of such carriers represented by 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.

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. A trainman 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 a 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
2ndtrip ;.....	.140miles
3rdtrip120miles
4thtrip150miles
5thtrip140miles
TOTAL700 miles

will be credited with seven basic days.

8. An employee 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 1 00 miles or less in 5 hours, will be credited with 1 basic day.

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.

Section 15

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.

Section 16

In the granting of vacations to firemen (helpers) subject to the provisions of the Operating Vacation Agreement of April 29, 1949, as amended, who have transferred (without a break in the employment relationship) to that class of service from a class of service not covered by an agreement held by an organization signatory to the Operating Vacation Agreement of April 29, 1949, all service rendered for the carrier in the class or classes of service not so covered will be counted in establishing the requirements of such Agreement as to the years of continuous service, the days of service rendered during the years of continuous service and service rendered in the calendar year preceding the year in which the vacation is taken in the same manner as if the service not covered had been subject to the provisions of the Operating Vacation Agreement.

Section 17

An engineer who, while working as fireman, had become eligible to count in qualifying for a vacation prior service rendered for the carrier in a class or classes of service not covered by the operating employees' Vacation Agreement of April 29, 1949, may continue to count such prior service while working as engineer.

Section 18

Vacation qualification criteria in effect on the date of this Agreement shall continue to apply to employees represented by the organization who hold positions as working General Chairmen, Local Chairmen, and state legislative directors (“local officials”). In other words, the changes in qualification as set forth in Article V, Section 2 are not intended to revise vacation qualification conditions for such 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 19

Assignment of the vacation schedule will be allocated for the entire calendar year in December and vacation assignments will be made prior to January 1 of the applicable year.

Section 20

In order to facilitate such registration, a form has been developed upon which may be indicated up to three (3) choices, for vacation period, in order of preference.

Section 21

Employees who register their choices in the manner provided in Section 20 hereof, shall have preference in the choice of vacation period over all employees who do not so register. They should sign their names, identification number, occupations and locations and return the completed forms to the local supervising officer not later than the last day of the registration period. A local supervisor and local chairmen will confer in selecting employee vacation periods.

Section 22

Nothing in this agreement shall prevent an employee who is qualified, from taking a vacation prior to the closing of the registration period providing that the local supervising officer is agreeable and that such action does not conflict with applicable agreements.

Section 23

The vacation schedule of an employee who is entitled to a vacation and who fails to return the completed form as provided for in Section 20 hereof, will be handled by arrangement between the local supervising officer and the employee’s local chairman, subject to the provisions of the applicable agreements.

Section 24

As soon as practicable after the close of the registration period as provided in Section 19 hereof, a schedule of vacation periods which it is expected the requirements of the service will permit to be allowed will be prepared and posted, including those for employees who have not registered their choices as provided in Section 20 hereof, as well as those for employees who have so registered.

Section 25

Eligibility criteria in effect on 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 directors ("local officials"). In other words, the changes in eligibility as set forth in 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 explained.

Article 40
Paid Holidays

The following represents a summary of the various agreements and understandings related to Paid Holidays:

Section I

Each regularly assigned or extra yard service employee and each regularly assigned road service employee in local freight service, road switcher, 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 meet the qualifications, 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 After Thanksgiving
- Christmas Eve (the day before Christmas)
- Christmas Day
- New Year's Eve

NOTE 1: When any of the above listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

NOTE 2: Road switchers are compensated without a mileage component.

Section 2

A. To qualify for holiday pay, regularly assigned employees must be available for or perform service as a regularly assigned employee in the class of service referred to on the workday immediately preceding and following such holiday, and if his assignment works on the holiday he must fulfill such assignment. If the employee's assignment is annulled, canceled or abolished or he 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 workday immediately preceding the holiday.

NOTE 1: A regularly assigned yard service employee who qualifies for holiday pay shall not be deprived thereof by reason of changing from one regular yard assignment to another ~~regular~~ regular yard assignment on the workday immediately preceding or following the holiday or on the holiday.

NOTE 2: A regularly assigned yard service employee whose assignment is annulled, canceled, or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof, and who reverts to the extra board, will be considered "available" if he marks himself on the extra board in sufficient time under existing applicable mark-up rules to work a tour of duty at the first opportunity permitted by such applicable rules.

NOTE 3: An employee will be deemed to have performed service or fulfilled his assignment if he is required by the carrier to perform other service in accordance with rules and practices on the carrier.

B. To qualify for holiday pay, 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 day immediately preceding and immediately following the holiday and perform yard service on such holiday, or,

3. If such employee cannot qualify under Section 3 (b) (1) or (b) (2), then in order to qualify he must be available for yard service on the full calendar day immediately preceding and immediately following the holiday, or perform yard service on any one or more of such days and be so available on the other day or days, and compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 1: An employee 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 3 provided (1) he meets the

qualifications set forth in paragraph (b) of Section 3 on the day or days he is an extra yard service employee and (2) he meets the qualifications set forth in paragraph (b) of Section 2 on the day or days 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 3 qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.

NOTE 2: For the purpose of Section 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 record, or if he is required by the carrier to perform other service in accordance with rules and practices on the carrier.

NOTE 3: 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.

NOTE 4: The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

Section 3

A. Only one basic days 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.

B. All of the employees described herein who work on any of the holidays listed herein 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. 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 which is also a workday or vacation day.

Section 4

A. 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 Section (1) 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 rules or practices dealing with the Carrier's right to annul assignments on the holidays enumerated in Section (1) hereof.

B. That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in classes of service referred to in Section (1) hereof be worked a stipulated number of days per week or month will not apply to the ten holidays herein referred to; but where such an assignment is now worked on a holiday the holiday payment to qualified employees provided by this article will apply.

C. As used in this article, the terms 'workday' and "holiday" refer to the day to which service payments are credited.

D. 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.

E. 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 25, 195 1, as amended.

Section 5

A. It is understood that when a regularly assigned employee, holding an assignment subject to Article I, Section 2, of the Agreement of 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.

B. 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 qualified 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.

**Article 41
Communication Systems**

Section 1

It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employees covered by this Agreement. Existing rules to the contrary are hereby eliminated.

Section 2

On roads where rules now exist which provide for the payment of arbitraries to employees for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

Section 3

Portable radios hereafter purchased for the use of and carried by ground service employees in yard and transfer service will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Portable radios used by ground service employees in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.

Section 4

The size and weight of portable radios used by ground service employees in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three pounds.

Section 5

A. Notwithstanding the provisions of Arbitration Board No. 419 as they relate to the use of radios, operable portable radios will be furnished each member of a reduced crew consisting of one conductor (foreman) and one brakeman (helper) for his use while on duty. Such radios will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body or will be of such size as to permit being placed in coat or trouser pocket. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

B. Sufficient frequency channels will be utilized to provide safe communication.

C. Except in an emergency, reduced yard crews will not be required to start switching or perform transfer service without operable portable radios (and, in addition, operable radio on engines), nor will they be censured or disciplined in any manner for refusing to do so.

D. Except in an emergency, reduced crews in road service will not be required to perform switching or depart a terminal with train not having a fixed operable radio on head end of train in addition to operable portable radios, nor will they be censured or disciplined in any manner for refusing to do so.

Q- 1: What is meant by the wording, "head end of train"?

A- 1: The control unit of the locomotive consist.

Q-2: What is meant by the word "emergency"?

A-2: The definition of "emergency" as set forth in Webster's New World Dictionary, Second College Edition, copyright 1974, is:

"Emergency... a sudden, generally unexpected occurrence or set of circumstances demanding immediate action."

Without attempting to set forth all of the many circumstances and events that would and/or would not constitute emergencies under that or any other general definition, the following are some practical examples of each:

(a). EMERGENCIES

1. A derailment or other accident necessitating immediate action to protect persons and/or property.
2. Immediate action to avert accidents and obviate personal injuries and/or property damage.
3. Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitate immediate action to protect persons and/or property.
4. In road service, when a radio becomes inoperable after a train departs the terminal.

Article 41

Article 41

5. When a radio becomes inoperable on a yard assignment but only for the length of time needed to get an operable radio to the crew under conditions prevailing at the time.

(b). NON-EMERGENCIES

1. No operable radio available.
2. The need to perform work immediately, minus a condition such as those mentioned in A, above.
3. **To clear** a track for an inbound train, a transfer cut or other cut of cars.
4. To commence weighing cars.
5. To start humping a train or cut of cars.

Section 6

Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

Section 7

At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

Section 8

Employees may use communication devices; copy and handle train orders, clearances and/or other messages.

**Article 42
Union Shop - Check Off**

Section 1

A. In accordance with and subject to the terms and conditions set forth, all Conductors, Brakemen and Yardmen, which includes Passenger Freight, Switchtenders, Car Operators, Car Riders and Hump Car Operators of the Carrier, now or hereafter subject to the Rules and Working Conditions agreement between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the Union within 60 calendar days of the date they first performed compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in good standing in such Union while subject to the rules and working conditions agreement between the parties; provided, however, that the foregoing requirement for membership in the Union shall not be applicable to:

1. Employees to whom membership is not available upon the same terms and conditions as are generally applicable to any other member, or

2. Employees to whom membership has been 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 in Union.

B. The requirements of membership provided for in Section 1 A of this Agreement shall be satisfied if any 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 craft or class in train, yard, engine or hostling service, that is, in any of the services or capacities covered in Section 3, First, (h), of the Railway Labor Act, defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board, provided, however, that nothing contained in this Agreement shall prevent any 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.

C. Employees who retain seniority under the rules and working conditions agreement, between the parties hereto, governing their classes or crafts and who are assigned or transferred for a period of thirty (30) calendar days or more to employment not covered by such agreement, or who are on leave of absence starting after the effective day of this agreement for a period of thirty (30) calendar days or more, will not be required to maintain membership as provided in Section 1 A of this agreement so long as they remain

in such other employment, or on such leave of absence, but they may do so at their option. If and when employees return to any service covered by said rules and working conditions agreement, they shall, as a condition of their continued employment subject to such agreement, comply with the provisions of Section 1 A of this agreement within thirty (30) calendar days of such return to service.

D. An employee whose membership in the Union is terminated while on furlough due to reduction in force, or while off duty on account of sickness or injury for a period of thirty (30) calendar days or more, and who is required to maintain membership under the provisions of Section 1 A of this agreement, shall be granted upon his return to service in any of the crafts or classes represented by the Union a period of thirty (30) calendar days within which to comply with Section 1 A of this agreement.

E. Every employee required by the provisions of this agreement to become and remain a member of a labor organization shall be considered by the carrier to be either a member of the Union as provided for herein or to be a member of any one of the other labor organizations referred to in Section 1 A hereof, unless the Carrier is advised to the contrary in writing by the Union. The Union shall be responsible for initiating action to enforce the terms of this Article.

F. 1. The Local Chairman of the Union will notify the Superintendent in writing by Certified 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 this Article and who the Union therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used is attached hereto and is identified as Appendix Attachment "A." Upon receipt of such notice, the Superintendent will, within ten calendar days of such receipt, so notify the employee concerned in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Local Chairman of the Union. An employee so notified who disputes the fact that he has failed to comply with the terms of this Article, shall within a period of ten calendar days from the date of receipt of such notice request the Superintendent in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Superintendent shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefore. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Local Chairman of the Union, by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Union shall attend and participate in the hearing. The receipt by the Superintendent of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Superintendent 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 Rules and Working Conditions Agreement not later than 30 calendar days from receipt of the above described notice from the Union, unless the Carrier and the Union agree otherwise in writing.

2. The Superintendent shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this Article and shall render a decision within 10 calendar days from the date that the hearing is closed, and the employee and the Local Chairman of the Union shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Article, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within 10 calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Union agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Union it may be appealed in writing, by Certified Mail, Return Receipt Requested, directly to the Director of Labor Relations. Such appeals must be received by such officer within 10 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 Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within 15 calendar days of the date the notice of appeal is received, and the employee and the Union shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this Article, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within 10 calendar days of the date of said decision.

3. Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between the parties hereto will not apply to cases arising under this Article.

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

G. An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this Article shall have no time or money claims by reason thereof.

If the final determination under Paragraph F of this Article is that an employee's seniority and employment under the Rules and Working Conditions Agreement shall be terminated, no liability against the Carrier in favor of the Union or other employees based upon an alleged violation, misapplication or noncompliance with any part of this agreement shall arise or accrue during the period up to the expiration of the time periods specified in Paragraph F, 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 Article or upon an alleged violation, misapplication or non-compliance with any provision of this Article. If the final determination under Paragraph F of this Article 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 Union or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Article.

H. In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Carrier under the provisions of this Article, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Union 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 Paragraph H shall not apply to any case in which the Carrier is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the 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 agreement.

APPENDIX ATTACHMENT "A"

_____, Superintendent Norfolk and Western Railway Company

Dear Sir:

You are hereby advised that _____, (Name of Employee and Account No.) Employed as _____ at _____ has failed to comply with the terms of the Union Shop Agreement dated _____, for the reason that _____ (date)

It is therefore requested that such employee be so notified in accordance with the provisions of Section 6 (a) of the _____ (date) Agreement.

Yours truly,

_____ (personal signature)

Local Chairman

United Transportation Union C&T

Section 2

A. In accordance with and subject to the terms and conditions hereinafter set forth, the Carrier will deduct each month from wages due the employees of the Carrier who are members of the Organization, all sums for periodic union dues, initiation fees, assessments (not including fines and penalties) and insurance premiums where included in monthly dues, uniformly required as a condition of acquiring or retaining membership in the Organization and payable to the Organization.

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 hereafter provided, of such membership dues, initiation fees, assessments (not including fines and penalties) and insurance premiums where included in monthly dues. Such assignment shall be substantially in the form specified in Attachment "A" hereto and shall, in accordance with its terms, be revocable in writing at any time after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the Rules and Working Conditions Agreement between the parties hereto, whichever occurs sooner. Revocations of assignment shall be substantially in the form specified in Attachment "B" hereto, and both the assignment and revocation of assignment forms shall be reproduced and furnished as necessary by the Organization without cost to the Carrier. The Organization shall assume the full responsibility for the procurement of and the execution of said forms by employees, and for the delivery of said forms to the Carrier.

C. Deductions as provided for herein will be made by the Carrier in accordance with certified deduction lists furnished to the Carrier by the Treasurer of the Organization. These lists, together with assignment and revocation of assignment forms, shall be furnished to the Carrier at least 30 days in advance of the first payroll in which the deduction or termination of deduction is to become effective. The original list furnished shall show the employee's name, Social Security Number, and the amount to be deducted. Thereafter lists shall be furnished each month as follows:

1. A list showing any changes in the amounts to be deducted by the Carrier from the wages of employees with respect to whom deductions are already being made as herein provided, which list shall show both the amounts previously authorized to be deducted and the new amounts to be deducted. The dues deduction amounts may not be changed more often than every three months.

2. A list showing (a) the names of employees from whose wages no further deductions shall be made, accompanied by revocation of assignment in the form hereto attached signed by each employee so listed and (b) the names of any additional employees from whose wages the Carrier shall make deductions as herein provided, together with an assignment in the form hereto attached signed by each employee so listed. Such lists as described in this subsection 2 shall be furnished the Carrier at least 30 days in advance of the first payroll in which the deduction or termination of deduction is to become effective.

D. Deductions as provided for herein will be made monthly by the Carrier from wages due employees for the last half pay period in each calendar month and the Carrier will, subject to the provisions of Paragraph E hereof, pay to the order of the Organization, the total amount of such deductions on or before the last day of the month following the month in which such deductions are made. With said payment the Carrier shall furnish to the Organization a uniform alphabetical list (in triplicate) for each local lodge each month. Such list will include the employee's name, Social Security Number or payroll identification number, and the amount of union dues deducted from each employee.

E. 1. Payroll deductions provided for herein will be made by the Carrier only once a month, and then only in the last half of the month pay period. If earnings of a employee are insufficient to permit the full amount of deduction, no deduction will be made and the responsibility for collection shall rest with the Treasurer of the Organization. The following payroll deductions shall have priority over deductions for union dues, initiation fees, assessments (not including fines and penalties) and insurance premiums where included in monthly dues as covered by Paragraph 1 A of this Article:

Federal, State and Municipal Taxes.
Board and room
Amounts due the company.

**Group insurance and hospitalization (including Surgical and Medical Plans).
Prior Valid Assignments and Deductions.
Garnishees and deductions under Court Orders.**

2. This Article shall cease to apply to any employee who may be adjudicated bankrupt or insolvent under any applicable federal or state law.

F. In cases where no deduction is made from the wages of an employee due to insufficient funds or other reasons, the amounts not deducted shall not be added to the deduction lists for that employee for any subsequent payroll period.

G. (Deleted by Agreement dated January 1, 1974.)

H. Responsibility of the Carrier under this Article shall be limited to remitting to the Organization amounts actually deducted from the wages of employees pursuant to this Article and the Carrier shall not be responsible financially or otherwise for failure to make deductions or from making improper or inaccurate deductions. Insofar as permitted by law, any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Organization, and any complaints against the Carrier in connection therewith shall be handled by the Organization on behalf of the employee concerned.

I. No part of this Article 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 agreement between the Carrier and the Organization 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 misapplication or non-compliance with, any part of this Article.

J. The Organization 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 Article.

K. In the event of a change in representation of any craft or class of employees covered by this Article, this Article will be automatically terminated as to such craft or class of employees as of the date official notification is received from the National Mediation Board of such change in representation as to such craft or class of employees.

Article 43
Application of Yard Service Seniority

(a) Subject to these articles, the right of yardmen to preference of work shall be governed by seniority in service if competent Senior yardmen shall have a fair opportunity to qualify for positions as yard conductor.

(b) When yardmen desire different assignments in their respective yards, such changes will be made only on the 1st and 16th days of the month, and yardmen desiring such changes shall give the proper authority not less than 48 hours' notice prior to the starting time of the assignment desired, except that this paragraph shall not prevent a yardman from exercising his seniority under the rules, rest period permitting, at any time he is (1) displaced, or (2) when his position is abolished, or (3) when new regular assignment is established, or (4) when a vacancy on existing assignment has been open for at least three days, or (5) within 48 hours after a position has been vacated, or (6) when his assignment is laid in as provided in Article 44, Section 3.

Example- Man working on 7:00 a.m. assignment and desiring an 8:00 a.m. assignment, change to be made on the 16th day of the month, will notify the proper authority in writing not later than 8:00 a.m. on the 14th, will work the 7:00 a.m. assignment on the 15th, and will take the 8:00 a.m. assignment on the 16th, provided his seniority permits.

An application from a yardman for the vacancy he has created by exercising seniority shall not be considered until the place is again vacated, unless for any cause such yardman has been displaced or removed from the position to which he had exercised seniority, in which event his application for the vacancy shall be considered.

INTERPRETATION

1. A yardman will be permitted to exercise his seniority:
 - (1) On the 1st and 16th of each month (by giving 48 hours' notice to the appropriate supervisor as provided).
 - (2) When displaced.

NOTE: At Fort Wayne a yardman who is displaced while on duty will exercise his seniority within 48 hours after completion of his tour of duty. A Fort Wayne Yardman who is displaced after

completion of his tour of duty will exercise his seniority within 48 hours after being notified of his displacement.

At Fort Wayne a yardman who fails to exercise his seniority as provided in the preceding paragraph shall not be permitted to displace any trainman his junior except as outlined in Article 43 (b) .

- (3) When his position is abolished.
- (4) When new regular assignment is established.
- (5) When a vacancy on an existing assignment has been open for at least three days.
- (6) Within 48 hours after a position on a assignment has been vacated.
- (7) When his assignment is laid in as provided in Article 44, Section 3.

It is understood that:

- (a) At Erie, Conneaut, Cleveland, Bellevue, Madison, and on the Sandusky and Peoria Divisions, displacement or bid will be made to specific position;
- (b) At Buffalo, Fostoria, Delphos, Frankfort, and on the Indianapolis and New Castle Divisions, displacement or bid will be made to foreman or helper position;
- (c) At Fort Wayne, Kokomo (Clover Leaf District), Marion, Toledo and Charleston, displacement or bid will be made to the assignment.

When a yardman exercises seniority to helper position under (b) above, or to an assignment of his choice under (c) above, he will displace his immediate junior in seniority on the assignment Seniority permitting, the man displaced may remain on the assignment and he will make his choice known as to whether or not he will remain on the assignment when notified of his displacement.

At locations where yardmen exercise seniority to an assignment of their choice under (c) above, seniority shall govern in the choice of positions prior to the time the assignment actually commences to perform service, and men on the assignment will place themselves accordingly with the understanding that one qualified man on the assignment will take the foreman's position. The choice of positions will again be open if a relief man is called out after the assignment commences to perform service.

2. When seniority is exercised as outlined in Item 1 of this interpretation, yardmen will be entitled to remain on the assignment selected until displaced under the rules or position is abolished.

3. When exercising seniority on the 1st or 16th of the month, or when position is abolished, or when new regular assignment is established, or when a vacancy on an existing assignment has been open for at least three days, yardmen will make their bids in writing.

4. When a yardman who has been off returns to work he must take his former position except that (1) if his position has been taken under the rules by a senior man in his absence, or (2) if his absence included the last 48-hour notice period provided for in Yard Article 43 (b) and/or the advertising period provided for in Article 44, he may exercise his seniority when he reports for work, and provided that nothing herein shall interfere with the exercise of his seniority rights as otherwise prescribed in the rules. The provisions of this paragraph shall also apply when a yardman has been away from his regular position working another position.

5. Yardmen who have been laying off and report for duty must mark up not later than 3:00 a.m. for the first trick, 11:00 a.m. for the second trick, and 7:00 p.m. for the third trick on the day that they desire to go to work

6. When a yardman's assignment is laid in as provided for in Article 44, Section 3 and he exercises his seniority temporarily to some other position, this article is interpreted to mean that such exercise of seniority will be only for the duration of time that his regular assignment is laid in. In order to return to work on his original assignment he must have had his legal rest. The provisions of this paragraph shall also apply to other yardmen affected.

7. If a yardman who has been away from his assignment for any reason (including days off as a result of the Five Day Work Week) reports for duty or exercises seniority to an assignment and does not work or go out on the assignment, the man displaced shall be notified and, if and when available, may continue to hold it until the man displacing him actually performs service, subject to displacement by senior men under these rules.

When a yardman regularly assigned to an outlying yard where no extra board is maintained lays off, he will not be permitted to resume his place unless he marks up within eight hours after the assigned starting time of his assignment. The extra man filling the vacancy during the absence of the regular man shall be notified promptly that he is being relieved from protecting the vacancy further.

Article 44
Yard Service

Section 1 - Yard Work

Except as otherwise provided in this agreement at points where yard engines are employed the following shall be considered as yard work and shall be performed by yardmen at not less than yard rates:

1. Switching of all freight and passenger equipment within the defined switching limits;
2. The transfer of all freight and passenger equipment operating exclusively within the defined switching limits;
3. The handling of all construction and/or maintenance of way work trains when such work is exclusively within the defined switching limit;
4. Relief trains operating exclusively within the defined switching limits;
5. All pilot service operating exclusively within the defined switching limits;
6. Flag protection when required in general construction work within the defined switching limits.

Section 2 - Rates of Pay

A. Yard conductors, yard brakemen, car retarder operators and switchtenders shall be paid as set forth in applicable National Agreements.

B. Yardmen assigned to other than their regular duties shall be paid the established rate for the service performed but in no case, except as provided in Article 49, shall a yardman so assigned be paid less than the basis of his regular rate. This also applies to extra men.

C. ENTRY RATES: (See Article 10, Sections 3 and 4).

D. Eight hours or less shall constitute a days work

Section 3 - Yard Assignments Laid in or Abolished

A. Regularly assigned yard engines may be laid in temporarily in order to conform to service requirements, in which case the yardmen so affected shall be notified before going off duty and shall have the right to work on any other engine on the same calendar day their engine is laid in on which their seniority and rest periods will permit, including positions on an extra assignment in preference to junior yardmen from the extra list. Exercise of these rights shall be considered exercise of seniority as provided in Article 43 and if not so exercised no claims for time account engines laid in shall made.

B. A yardman whose assignment has been laid in as provided in A of this Section who wishes to work on another engine, rest period and seniority permitting, will advise the appropriate supervisor where he wishes to work before or immediately after going off duty so that the supervisor may notify all other yardmen affected, except when an extra engine is to be worked on a day that a regularly assigned yard engine is laid in, yardmen assigned to the engine laid in will be called and given an opportunity to work the extra engine if they are available and so desire and have not worked on any other engine on that same calendar day.

C. When a regular yard assignment is abolished, the crew members will be notified before going off duty that their assignment is being abolished on completion of their tour of duty.

Section 4 - Assignments

A. Yardmen shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew. So far as it is practicable, assignments shall be restricted to eight hours work

B. The general character of work which will ordinarily be performed by each assignment will be noted in the bulletin. Effort will be made to conform to such assignment as far as consistent with the requirements of the service.

Section 5 - New Assignments

A. Any engine working three consecutive days on work which could be performed by one regular engine assigned under these articles shall become a regular assignment It will not be the intention to work engines intermittently on different tricks for the purpose of evading this article.

For work train service the suspension of work on Saturdays, Sundays, and holidays will not be considered as terminating the consecutiveness of days of work train service.

Example - - Work train used Friday; laid in Saturday and Sunday account Engineering Department forces not working and resumes work Monday. Monday will be counted as the second day.

B. When it is known sufficiently in advance that a regular assignment is to be established, it may be advertised for two days in advance and awarded to the successful bidder. In such cases Article 22, Section 15 shall not apply. An employee whose "days off are the same two days as the advertisement, may, before the completion of his tour of duty on the first work day, exercise his seniority to the new assignment.

Section 6 - Starting Times

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 48 hours' advanced notice. Practices on individual roads as to handling of transfer crews are not affected by this Section.

NOTE: The change in the starting time of an assignment as set out in Section 6 of this Article, automatically abolishes the assignment and creates a new assignment, which will be filled in accordance with Section 5 b of this Article.

B. 1. When an individual carrier can show a bona fide need to obtain or retain a customer by servicing that shipper outside of the existing work rules related to starting times and yard limits for yard crews, such service may be instituted on an experimental basis for a six-month period.

2. Prior to implementing such service, the carrier will extend at least 14 days' advance written notice to the General Chairman of the employees involved. The notice will include an explanation of the bona fide need to provide the service, a description of the service, and a listing of the work rules related to starting times and yard limits for yard crews which are at variance with existing agreements.

3. A Joint Committee, comprised of an equal number of carrier representatives and organization representatives, shall be constituted to determine whether a bona fide need exists to provide the service. If the Joint Committee has not made its determination by the end of the 14 day advance notice period referenced in Subsection B, it shall be deemed to be deadlocked, and the service will be allowed on an experimental basis for a six-month period. If, after the six months have expired, the organization members of the Joint Committee continue to object, the matter shall be referred to arbitration.

4. 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 appoint an arbitrator. The fees and expenses of the arbitrator will be shared equally by the parties.

5. 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 the existing work rules related to starting times and yard limits for yard crews being made at a comparable cost to the carrier.

C. Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 AM. and 8:00 AM.; the second, 2:30 P.M. and 4:00 P.M.; and the third, 10:30 P.M. and 12:00 Midnight.

D. Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in C of this Section.

E. Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 AM. and 10:00 AM., and the second not later than 10:30 P.M.

F. Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in C and D of this Section.

G. At points where only one yard crew is regularly employed, they can be started at any time, subject to A of this Section.

H. Where mutually agreeable, on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above provided.

Section 7 - Point for Beginning and Ending- Day

A. Yardmen will report and begin work as a unit. Yard crews shall have a designated point for going on duty and a designated point for going off duty. The point of release shall be in the direct vicinity of the starting point. Proper facilities shall be provided for taking care of clothing and other property.

B. The point for going on and off duty will be governed by local conditions. In certain localities instructions will provide that yardmen will report at the hump, others report at yard office, others at engine houses or ready tracks. 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.

(UNDERSTANDING: CLEVELAND, OHIO)

Yardmen going on duty at East 75th Street and off duty at East 55th Street, Ford Yard or "BD" Yard will be allowed 30 minutes at pro rata rate, in addition to other compensation earned, for time consumed returning to point of going on duty, as well as for transportation or other expense as may be incurred.

Yardmen going on duty at East 55th Street and off duty at East 75th Street, Ford Yard or "BD" Yard will be allowed 30 minutes at pro rata rate, in addition to other compensation earned, for time consumed returning to point of going on duty, as well as for transportation or other expense as may be incurred.

Yardmen going on duty at East 55th Street or East 75th Street and off duty at Euclid, Ivanhoe, or West 110th Street will be allowed one hour at pro rata rates, in addition to other compensation earned, for time consumed returning to point of going on duty, as well as for transportation or other expense as may be incurred.

The same allowances shall be made if the moves indicated are in the reverse direction.

Extra men will be allowed one hour at pro rata yard rate when required to go from East 55th Street to Euclid or Ivanhoe for service.

NOTE: The above listed allowances are not applicable to employees with a seniority date on or after November 1, 1985.

Section 8 - Lunch Time

A. Yard crews will be allowed 20 minutes for lunch which shall be between four and one-half and six hours after starting work, without deduction in pay.

The following Question and Answer from Supplement "B," Decision No. 1, Commission of Eight:

Question 13 - Paragraphs (a), (b) , (d) and (e) . Under the several provisions for meal periods, must they be given within the prescribed time:

Answer - Yes. The lunch period must be given and completed within four and one-half and six hours.

B. In any case a yard crew shall not be required to work longer than five hours and 40 minutes from their starting time or from the time of the completion of the first lunch period without being allowed 20 minutes for lunch, without a deduction in pay.

The following Question and Answer from Supplement "A," Decision No. 1, Commission of Eight:

Question 2 - If a yard crew, through some unforeseen circumstances, be on duty say 14 hours, would the crew be entitled to a second period in which to eat, and if so, when would it begin?

Answer - Decision No. 1, Article 2, Paragraph (e) applies to both the first and second lunch periods. In the case cited, crew would be entitled to the second lunch period 5 hours and 40 minutes after completing the first lunch period. In either case, yardmen will not be worked longer than six hours without being given an opportunity to eat.

C. A yardman or yardmen are within their rights to insist on full observance of this Section.

D. Effort will be made to arrange as far as possible for yardmen to go to lunch conveniently close to adequate shelter.

E. The time for fixing the beginning of assignments or 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.

Section 9 - Road/Yard Movements and Interchange

A. Where regularly assigned to perform service within switching limits, yardmen shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deductions therefrom for the time consumed in said service.

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

1. 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.

2. 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 B 1 and 2 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.

3. 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 tram or wrecking service outside switching limits.

4. 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 August 25, 1978, except by mutual agreement.

C. Yard crews may perform hostling work without additional payment or penalty.

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

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

F. When a road crew performs service in excess of, or other than enumerated in this Section, road crews will be allowed time consumed with a minimum of one hour in addition to other compensation made on the trip.

G. The foregoing is not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement.

Section 10 - Manning Extra Yard Engines

Subject to the articles which give regular men the right to fill vacancies, when extra yard assignments are called, positions will be filled from the extra list, as far as possible. If there is no available extra yardmen qualified to act as foreman, the junior available qualified regularly assigned helper on that trick (group of assignments) shall be used.

**Article 45
Five Day Work Week**

(National Agreements dated May 25, 1951 and October 4, 1955)

Section 1

A. Effective December 1, 1955, each carrier, which has not theretofore done so, will establish for all classes or crafts of yard service employees covered by this Article, subject to the exceptions contained therein, a work week of forty hours consisting of five consecutive days of eight hours each with two days off in each seven, except as hereinafter provided. The foregoing work week Article is subject to all other provisions of this Section.

B. Due to the necessity of changing existing assignments to conform to the reduced work week provided for in Section 1, the Carriers will, prior to the effective date, post notices or bulletins as required by schedule, bulletin rules or practices in effect,

1. Railroads or portions thereof on which yard assignments are bulletined:

Listing the days off of regular assignments and advertising regular relief assignments.

2. On properties or portions thereof operating under the strict seniority or mark-up plan yard service employees shall select and be assigned "days off" periods as provided for below:

(a) Listing regular assignments according to service requirements.

(b) After all known assignments for yard service employees have been posted, all yard service employees will be required to make seven choices of their preferred 'days off' period and the local chairman and local officers will cooperate in assigning the employees their "days off" period in accordance with their seniority. After "days off" have been assigned yard service employees will exercise seniority on the days of their work week in accordance with rules or practices in effect on individual properties or yards.

(c) After the "days off" periods have been assigned as referred to in Section 1 B 2 (b), "days off periods assigned to individual employees shall remain unchanged except when a vacancy occurs in a 'days off' period, a new assignment is created, or when affected by a force reduction. Employees exercising seniority to other "days off" periods will be governed by the provisions of Section 10 B.

(d) Extra men will be handled in accordance with Section 6.

3. The changes as enumerated in this Section have occurred.

4. After assignments as referred to in Section 1 B 1 and Section 1 B 2 (a) have been made changes thereafter shall be made in accordance with schedule, bulletin rules or practices in effect.

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, and for extra or unassigned employees shall mean a period of seven consecutive days starting with Monday.

Section 3

A. When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, 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 rules 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 rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, 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, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

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 rules, as provided for in Section 3 A, such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, 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, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

C. After the starting times and days of service have been established changes therein may be only in accordance with schedule or bulletin rules.

D. Rules 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.

E. Regular relief assignments for yard crews will be established for the crew as a unit, except in yards operating under strict seniority or markup rules. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties on a property desires, the designated days off need not be the same for individual members of a crew.

Representatives of the carrier and of the employees will cooperate in designating days off of individual members of a crew.

NOTE: It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered one of the operational problems.

F. Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules 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 rules.

Section 4

At points where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief employees, 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.

If the carrier contends it is not practicable to grant two consecutive days off to a regularly assigned or regular relief employee and that it is necessary to establish non-consecutive days off, representatives of the carrier and representatives of the employees will confer and endeavor to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the carrier may nevertheless establish non-consecutive days off, subject to the right of the employee to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the carrier to prove that it was not practicable to grant two consecutive days off.

Section 5

On properties where men hold seniority in both road and yard service and work from common extra boards protecting both classes of service, such extra boards will be separated except as otherwise provided in the Note following this Section. On these properties separate extra boards covering road and yard service respectively will be established and regulated in accordance with applicable rules on the individual properties consistent with service requirements. Employees on common extra boards which are separated will exercise their choice to work on either the road or yard board in accordance with their seniority rights.

Employees selecting yard extra boards will remain on same for at least seven calendar days, except when cut off by reduction in force, when required to protect their seniority as yardmasters, or when they bid in a regular assignment in yard service as hereinafter provided.

Regular or extra yard service employees bidding into road service, regular or extra, will not be permitted to work in road service other than as provided in the following paragraphs until the expiration of their work week in yard service. Employees on the yard extra board bidding in regular or regular relief assignments in yard service or employees on strict seniority or mark-up boards exercising seniority to different "days off" periods will be governed by the provisions of Section 10 of this Article.

NOTE: Extra employees awarded "days off" are not eligible to be off on those days until awarded a position on a regular or a regular relief assignment.

Employees selecting yard service under this Section will be considered as not available for road service during any work week except as provide herein. Where one of the boards becomes exhausted, employees on the other board may be used for work ordinarily falling to men off the exhausted extra board and will be considered as still attached to the board of their selection. Such employees will be compensated for each tour of service on the basis of payments as provided for by rules in effect on the various properties covering service performed from common extra boards.

Rules relating to the exercise of seniority will be relaxed to the extent necessary to comply with this Section.

NOTE: In instances where because of the limited amount of work involved separation of such boards is not practicable, the matter shall be negotiated between representatives of employees and representatives of management on individual properties and reasonable

arrangements entered into looking to the maintenance of common boards.

Section 6

Extra or unassigned employees may work any five days in a work week and their days off need not be consecutive.

Section 7

A. In event a regular or regular relief job or assignment is annulled for one day or more, the yard service employee or employees holding the job or assignment may exercise their seniority in accordance with rules in effect on the property.

B. Any yard service employee or employees who because of their seniority standing, or for other reasons, are unable to place themselves on a regular job or assignment on the day or days their job or assignment is annulled, will revert to the extra board and be placed thereon, in addition to the men then on the extra board in accordance with rules in effect on the property.

C. In event a regular or regular relief job or assignment is annulled for one day or more and any or all of the displaced yard service employees are unable to displace an employee or employees with lesser seniority on such day or days, thereby being deprived of working one or more of the five days of the job or assignment, such yard service employee or employees, if they so desire, shall be placed on the extra board in addition to the men then on the board so as to be available for work on the sixth and/or seventh day of the work week to provide them an opportunity to work five straight time shifts during the work week, provided: (1) that such yard service employees endeavored to exercise their seniority as provided in paragraphs A and B of this Section, (2) that such yard service employees are used from the extra board in accordance with rules in effect on the property and (3) that such ~~service~~ for the eight hours on such sixth and/or seventh days will be paid for at straight time rates, until such employee or employees have worked five straight time shifts in that work week, any service in excess of eight hours on such days to be paid for under the overtime rules.

Section 8

A. Existing rules which relate to the payment of daily overtime for regular yardmen and practices thereunder are not changed hereby and shall be understood to apply to regular relief men, except that work performed by regular relief men on assignments which conform with the provisions of Section 3 shall be paid for at the straight time rate.

B. Current overtime rules relating to extra yardmen are canceled as of the effective date of this agreement and the following will apply:

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 shifts to change off, or where exercising seniority rights, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

The following is from Interpretation No. 1 to Supplement No. 25 to General Order No. 27:

Question 112 - What compensation should be allowed for additional service where 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 AM. and was then released.

- 1. Is required to cover the third shift on the same day - 4:00 P.M. to 12:00 Midnight?**
- 2. Is required in an emergency to work 8:30 AM. to 11:30 A.M.?**
- 3. Is required in an emergency to work 8:00 P.M. to 12:00 Midnight (four hours) on the same day?**
- 4. Is given 48 hour notice and assignment is moved up an hour, starting at 11:00 P.M. and being relieved at 7:00 AM. and consequently in the 24-hour period works nine hours, but not more than eight hours on a shift?**

Decision - -

- 1. Eight hours at time and one-half.**
- 2. Eight hours at time and one-half.**
- 3. Eight hours at time and one-half.**
- 4. On account of complying with the 48-hour provision, which makes it permissible to change beginning time, crew only entitled to a minimum day.**

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 rules.)

(c) Where an extra man commences work on a second shift in a twenty-four 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 to twenty-four hours from the starting time of the first Shift.

A twenty-four 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 hours of work following such change.

(e) Except as modified by other provisions of this Article, an extra employee working one shift in one 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: On railroads where a seniority board is in effect in cases where there is a man or men on such board available for work at the pro rata rate, a senior man who exercises his seniority to work two 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: The adoption of this article shall not affect any existing article in the schedule of any individual carrier relating to service performed on a succeeding trick when an employee's relief fails to report at the fixed starting time.

B. Employees worked more than five straight time eight-hour shifts in yard service in a work week shall be paid one and one-half times the basic straight time rate for such excess work except:

1. Where days off are being accumulated under Section 4 of this Article;
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 rules or practices for a second tour of duty in another grade or class of service.

In the event an additional days pay at the straight time rate is paid to a yard service 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 Subsection 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 subsection B of this Section, be utilized in computing the five straight time eight-hour shifts referred to in such subsection B of this Section, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examination, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime. Existing rules or, practices regarding the basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., also for calls, basic day, transfer time, stand-by time, and compensation therefore, preparatory time, starting time (except as otherwise provided in Section 3) and similar rules are not affected by the provisions of this Article.

D. Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of this Article, nor shall service under two agreements be combined in any manner in the application of this Article.

Section 9

Existing weekly or monthly guarantees producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this Article shall be construed to create a guarantee where none now exists.

Section 10

A. AU regular or regular relief assignments for yard service employees shall be for five (5) consecutive calendar days per week of not less than eight (8) consecutive hours per day, except as otherwise provided in this Article.

B. An employee on a regular or regular relief assignment in yard service who takes another regular or regular relief assignment in yard service, or selects another “days off” period on a strict seniority or mark-up board in yard service, will be permitted to go on the assignment or “days off period of his choice, and will take the conditions of that assignment or “days off” period, but will not be permitted to work more than five (5) straight time eight-hour shifts, as referred to in subsection D of this Section, in the work week of the assignment or “days off” period which he had at the time he made his choice; provided, however, that if the foregoing would not permit such employee to work one or more days of the assignment of his choice, and if there is no extra man available who could be used to perform the work on those days, he may be used to work those days at the straight time rate.

C. An employee on a yard extra board who takes a regular or regular relief assignment in yard service will be permitted to go on the assignment of his choice and will take the conditions of that assignment.

An employee on a regular or regular relief assignment who goes on an extra board will take the conditions attached to the extra board, but will not be permitted to work more than five straight time eight-hour shifts, as referred to in subsection D of this Section, in the work week starting with the Monday in which the change is made.

D. Except as provided in this Section, employees, regular or extra, will not be permitted to work more than five straight time eight-hour shifts in yard service (excluding the exceptions from the computations provided for in Section 8 B and C in a work week, unless the extra board has been exhausted and the exigencies of the service require the use of additional men, in which event senior available employees in the class in which the vacancy occurs shall be used in accordance with applicable rules or practices in effect on individual properties.

The yardmen’s extra board will be considered exhausted when there are no extra men on the board with full rest (8 hours off duty). When the extra board is exhausted regular yardmen with full rest (8 hours off duty) will be given preference in the order of their seniority subject to the following provisions:

NOTE: Subject to the articles governing the exercise of seniority; a yardman displaced from his assignment and exercises his seniority to another assignment, will be permitted to go on the assignment or “days off period of his choice and will take the conditions of that assignment or “days off” period, even though he may work more than five (5) straight time eight (8) hour shifts, without regard to the number of straight time shifts worked prior to the time he made his choice. If more than five (5) straight time shifts are worked prior to the new “days off, it is understood that straight time rates will apply thereto.

1. Yardmen on their regular assigned days off will be called and/or given preference in the filling of existing vacancies on the trick or group of assignments to which they are assigned. If sufficient regular yardmen on the trick or group of assignments are not available or do not desire to fill the existing vacancies, then the senior available yardmen with full rest (8 hours off duty) will be given the preference.

NOTE: Subsection 1 above which reads: “Yardmen on their regular assigned day off will be called and/or given preference in the filling of existing vacancies on the trick or group of assignments to which they are assigned.” is interpreted as follows: a regular relief yardmen who works on more than one group of assignments during his work week, will be classified in accordance with the group of assignments contemplated by the first day of his work week, he will be given preference in the filling of existing vacancies on the second trick or group of assignments on his first assigned day off.

As an example under the exception noted above: A yardman coming from a swing shift on third tick at 6:30 AM., Wednesday, completing his work week of five (5) days after having worked Friday, Saturday and Sunday on first trick, Monday on second trick and Tuesday on third trick would be included in the second trick or group of assignments on his first assigned day off, Wednesday, and the first trick or group of assignments on his second assigned day off, Thursday.

2. A regular yardman who accepts a call and is used to fill a vacancy will not be considered available for his regular assignment unless he has full rest (8 hours off duty).

Article 45

Article 4.5

3. If there are no regular yardmen available under subsection A to fill the existing vacancies preference will be given yardmen to double from other assignments as follows: The senior yardman, including extra men, available for (8) hours service after completing a previous assignment coupling up with the starting time of the assignment on which the vacancy exists.

4. Regular yardmen who desire to be called for such extra work shall notify the General Yardmaster or other proper officer in writing. Such notice may be canceled in writing only after the expiration of 30 days from the date thereof.

5. Yardmen shall be given preference of work under this Article with the understanding that acceptance of such work shall not be mandatory.

Section 11

A. Where reference is made in this Article to the term "yard service" it shall be understood to have reference to service performed by employees governed by yard rules and yard conditions.

B. Section 3 E and Section 5 of this Article shall not apply to:

Car Retarder Operators
Hump Motor Car Operators (Chauffeurs)
Levermen
Switchtenders (sometimes classified as Switchmen)

C. 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 rules.

Section 12

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

Section 13

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.

Section 14

Extra men will work first-in first-out on all vacancies, except where the rules give other men the right to fill them.

Extra men standing for an assignment under this Article must be available for eight hours' work

INTERPRETATION

If an extra man is released from duty less than eight hours after going on duty, his position on the extra board shall be the same as though he had worked eight hours.

NOTE: BELLEVUE YARD ONLY -

When extra men at Bellevue Yard have been called in their turn under the rule for a group of assignments, and thereafter, one or more of such extra men called cannot fulfill his call due to sudden illness or death; car failure or highway accident; extreme weather conditions such as excessive snow, ice or water. Also, in the event an extra man called in his turn fails to report for the assignment called for, or in the event that a regular man fails to report for his regular assignment as required, such vacancies will be filled as follows:

When such vacancy or vacancies as heretofore enumerated are created, the first out qualified extra man left unplaced, after all extra men are called for that group of assignments, shall be called and used in place of the man first called for that assignment. This shall not constitute a runaround of any extra men who stood ahead of him at the time the vacancies were first filled.

The foregoing understanding effective January 1, 1964 will not apply to the filling of vacancies created after the assignments commence work Extra men thus called will be governed by the off duty time of the assignment.

Section 15

When a position of yard foreman is to be filled from the extra list, it shall not be considered a runaround of any non-qualified man who stood on the extra list ahead of the qualified man who filled the position.

Section 16

Unless otherwise agreed to, when more than one extra man is called for the same assignment, seniority with respect to each other will govern as to the position they will fill, if competent.

Section 17

In the application of this Article, and where division seniority applies, when a man is deadheaded to an outlying yard where an extra list is not maintained he shall, subject to Articles 45 and 22, protect the vacancy or temporary position for which deadheaded until the regular occupant returns.

Article 46
Coupling Air and Chaining Cars

Section 1

Yardmen will not be required to chain up cars where carmen are employed.

Section 2

Rules, agreements, interpretations or practices which prohibit or restrict the use of yardmen to couple or uncouple air, steam and signal hose, shall be modified so that there will be no prohibitions or restrictions on yardmen performing such work and no payment therefore will be made but where rules, agreements, interpretations or practices require payment to yardmen under conditions stated therein for coupling or uncoupling air, steam and signal hose, such rules, agreements, interpretations, or practices shall be changed to provide for the payment of only \$1.63. Such payments are limited to employees whose seniority date in engine or train service precedes November 1, 1985 and it is not subject to general or other wage increases.

NOTE: It is understood that the \$1.63 will not be payable when air hose coupling is made between engine and car or engine and caboose.

Section 3

Yardmen will not be required to couple air hoses on other than cars handled by their assignment, as interpreted by Public Law Board 94, Award 484.

Section 4

Trainmen will not be required to couple or uncouple air, signal or steam hose at terminal yards where carmen are employed and are on duty. At intermediate yards where Carmen are available, carmen will be expected to couple air hose on cars that are to be picked up.

Section 5

Trainmen will not be required to inspect, repair or card air brakes or close car doors on trains before starting from terminal yards nor at intermediate yards where carmen are employed and are on duty.

Section 6

Trainmen will not be required to replace chains or knuckles on cabooses.

Article 47

Employees shall have access to Crew Postings, upon which yard assignments, crews and extra employees shall be listed daily.

NOTE: Access to such postings can either be through manual or electronic posting.

Article 48
Self-Propelled Equipment

Section 1

A yard conductor (foreman) will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars.

This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self-propelled machines now working in the confined areas where rules or practices require the employment of a yard ground man, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

A. Rules or practices under which a locomotive engineer, or fireman where presently required, is employed 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 designated are retained.

B. 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 Article does not alter any existing rules or practices except as specifically stated herein.

C. Every employee deprived of employment as the immediate and proximate application of this Article, shall be entitled to the schedule of allowances set forth in Section 7 (a) of the Washington Agreement of May 2 1,1936; 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 7.5 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 2 1, 1936, will not be entitled to retraining benefits.

D. Nothing contained in this Article shall be construed to require the employment of engine and train service employees where not now required.

**Article 49
Switchtenders**

Section 1

Yardmen will be allowed to exercise their choice to available positions as switchtenders in the order of their seniority, provided that in any case men who hold only switchtenders' rights will have prior rights to switchtenders position. Yardmen who bid in, or extra yardmen who are called for, positions as switchtenders, either temporary or permanent, shall receive switchtenders' rate of pay.

Section 2

Switchtenders who are required, in connection with their regular duties, to perform higher rated service shall be paid such higher rate for the entire day.

Section 3

The territory of a switchtender shall be defined, and shall be based upon the service needs, and shall not extend beyond the territory within which the switchtender may reasonably protect the service.

Section 4

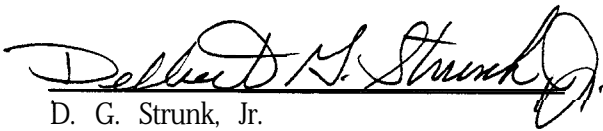
If a position of switchtender is advertised and no bids are received, the junior qualified yardman shall be assigned to the position.

TERMS OF AGREEMENT

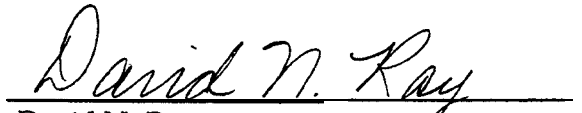
The foregoing schedule and rules constitute a revision of the Agreements between the Norfolk Southern Railway Company and the United Transportation Union effective and reprinted May 1, 1953. In addition, certain changes in language in some rules were made for clarification purposes only. It is not the intent of this revision to change the application of any rule or existing practice thereunder.

The agreement of May 1, 1953, shall remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.

Signed at Norfolk, Virginia this 31st day of MARCH, 1999.



D. G. Strunk, Jr.
General Chairman
United Transportation Union



David N. Ray
Assistant Vice President **Labor Relations**
Norfolk Southern Railway Company

APPENDIX 1

COORDINATIONS/CONSOLIDATIONS

A. BELLEVUE-SANDUSKY COORDINATION

Bellevue-Sandusky yard operations, forces, and facilities of former Nickel Plate and former Pennsylvania Railroad Districts will be unified and coordinated in accordance with and subject to the provisions of this agreement which follows:

Section 1 - Yard Consolidation and Terminal Designation

The yards of 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 crews of former NKP and former PRR, including the designation as the away-from-home terminal of road crews operated in pool service with home terminal at Columbus. The established home terminals of Former "C" and "F" Districts of former NKP will not change.

Section 2 - Yard Service

(A) Yard crews in the employ of this company in the consolidated Bellevue-Sandusky Yard may perform service at any point within the consolidated switching limits, including road trackage of former Sandusky Line at which former NKP yard crews and former PRR road and yard crews performed service prior to November 26, 1974 without regard to the employment connection of individual crew members prior to November 26, 1974.

(B) Regular yard crews assigned or extra yard crews called to perform the preponderance of their service in the Sandusky Yard portion of the consolidated Bellevue-Sandusky Yard and/or on the road portion of the Sandusky District between former Bellevue and Sandusky yards will be advertised or called to go on and off duty at yard crew relieving points in former Sandusky Yard.

(C) Regular yard crews assigned or extra yard aews called to perform the preponderance of their service in the Bellevue Yard portion of the consolidated Sandusky-Bellevue Yard will go on and off duty at yard aew relieving points in the former Bellevue Yard.

(D) Employees of former PRR hired prior to November 26, 1974 will have prior rights to aews assigned or called under Paragraph (b) above. Employees of former NKP hired prior to November 26, 1994 will have prior rights to crews assigned or called under Paragraph (c) above.

(E) Yard aews will be assigned to go on and off duty and perform the preponderance of their service in the consolidated Bellevue-Sandusky Yard as nearly as practicable consistent with service requirements, in accordance with the percentages shown below; however, no crews of former NKP will be bulletined to go on and off duty and perform service in former Sandusky Yard

territory or in road territory of former PRR between former Bellevue and Sandusky yards, except at the Schulman Plastics Company or any other industry at Bellevue lying between Sandusky District M. P. 93 and M. P. 99, so long as there are prior rights employees of former PRR who desire to avail themselves of an assignment advertised or called to go on and off duty in former Sandusky Yard territory, but who are unable to do so because of insufficient prior rights seniority.

No crews of former PRR will be bulltined to go on and off duty and perform service in former Bellevue Yard territory so long as there are prior rights employees of former NKP who desire to avail themselves of an assignment advertised or called to go on and off duty in former Bellevue Yard territory, but who are unable to do so because of insufficient prior rights seniority:

<u>Equity Percentages - Bellevue - Sandusky Yard</u>		
	<u>Open Lake Season</u>	<u>Closed Lake Season</u>
Former NKP	77.67%	91.84%
Former PRR	22.33%	8.16%

(F) In the application of this Section 2, it will not be permissible to temporarily annul a yard crew assigned under Paragraph (b) and during the same trick perform service in the Sandusky Yard portion of the consolidated Bellevue-Sandusky Yard with a crew assigned under Paragraph (c). Neither will it be permissible to temporarily annul a yard crew assigned under Paragraph (c) and during the same trick perform service in the Bellevue Yard portion of the consolidated Sandusky-Bellevue Yard with a crew assigned under Paragraph (b).

Section 3 - 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 November 26 1974 will have prior rights to road service on the former Sandusky District. Employees of former NKP hired prior to November 26,1974 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 4 - Consolidation of Seniority Rosters - Prior Rights

(A) Interchangeable seniority rights will be established for conductors, brakemen and yardmen as provided herein, on each of their respective seniority districts.

Seniority Districts

Sandusky District of Scioto Division and C&F Districts of Lake Erie Division

Prior Rights

Conductors, brakemen and yardmen holding seniority as such prior to November 26, 1974 shall retain prior rights on their former respective seniority districts according to their then existing seniority standings.

Seniority rosters will be prepared for each district to protect the following services:

(1) Road Service - The Lake Erie Division, F District rosters and the Scioto Division, Sandusky District rosters will be topped and bottomed.

(2) Yard Service - The Lake Erie Division, C District rosters and the Scioto Division, Sandusky District rosters will be topped and bottomed.

Employees hired for road service on the Sandusky Line after the November 26, 1974 will be placed on the bottom of the presently established "F" District Interchangeable Rights Roster following the Sandusky District trainmen who were added to such roster in accordance with Item (1) above.

Employees hired for yard service at Bellevue and/or Sandusky after November 26, 1974 will be placed on the bottom of the presently established "C" District Interchangeable Rights Roster following the Sandusky District trainmen who were added to such roster in accordance with Item (2) above.

Section 5 - Interchangeable Rights

(A) Commencing with November 26, 1974, employees may exercise their seniority from one seniority district to another seniority district in accordance with existing rules as modified by the provisions of this Award.

(B) Effective November 26, 1974, interchangeable seniority rights will be established for firemen as provided herein, on each of their respective seniority districts except as modified herein.

(c) Seniority rosters will be prepared for each district to protect the following services:

(1) Road-Yard Seniority - The Lake Erie Division, F District roster and the Scioto Division, Sandusky District roster will be topped and bottomed. Employees hired after November 26, 1974 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 firemen of former NKP will be governed by the NKP Rule 40 (G2) and prior rights firemen of former PRR by PRR Regulation 1-D- 1.

(2) NKP Yard Service - Lake Erie Division, C and F District firemen will be governed by the provisions of former NKP Rule 32(e) in the selection of yard positions.

Note: Any engine service employees who were hired prior to November 26, 1974, 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 fireman and will rank on their prior rights roster in the order of their promotion as determined in accordance with presently existing rules ahead of engineers who were given seniority rights on other than their prior rights roster.

(D) This Appendix shall not affect prior interchangeable seniority agreements now in effect on the respective districts.

Section 6 - Yard Crew On and Off Duty Points

(A) Yard crew starting and relieving points in the Bellevue portion of the consolidated Bellevue-Sandusky Yard may be at any of the points presently considered as proper starting or relieving points of former NKP.

(B) Yard crew starting and relieving points in the Sandusky portion of the consolidated Bellevue-Sandusky Yard may be at any of the points presently considered as proper starting or relieving points of former PRR.

Section 7 - Qualifying

(A) Employees who are required to qualify in portions of the-consolidated Bellevue-Sandusky Yard with which they are not now familiar will not be required to do so on their own time. If yard service employees are used to qualify foremen of former PRR on territory of former NKP, the employees used for this purpose will be taken from the ranks of qualified trainmen of former NKP. If yard service employees are used to qualify foremen of former NKP on territory of

former PRR, the employees used for this purpose will be taken from the ranks of qualified trainmen of former PRR.

Section 8 - Extra Lists - Filling of Vacancies

The maintenance and regulation of extra lists and the filling of vacancies in the separate Bellevue and Sandusky portions of the consolidated Bellevue-Sandusky Yard will continue as heretofore. In the event it is deemed advisable to consolidate the extra lists as between the Bellevue and Sandusky portions of the yard or change the method of filling vacancies in the consolidated Bellevue-Sandusky Yard, such matters will be the subject of prompt negotiations.

Section 9 - Schedule Rules Applicable

(A) Except as provided herein and as may otherwise be appropriate to give full effect to the provisions of this Appendix, employees hired prior to the November 26, 1974 will work in the road territory Columbus to Sandusky and in the consolidated Bellevue-Sandusky Yard under the rates of pay, rules and working conditions of their respective schedule agreements. Employees hired on and subsequent to November 26, 1974 will work in the territories described above under rates of pay, rules and working conditions of the schedule agreements of former Nickel Plate District of the New York, Chicago and St. Louis Railroad Company.

(B) Employees holding seniority on rosters of former Sandusky Line on the November 26, 1974 who thereafter exercise their subsequent rights seniority to road or yard positions outside the consolidated territories provided for herein will work under the rates of pay, rules and working conditions of the former Nickel Plate District of the New York, Chicago and St. Louis Railroad Company.

Section 10 - Protection of Employees

(A) Employees adversely affected with a seniority date in train or engine service prior to October 16, 1964, will be entitled to the protective provisions of the January 10, 1962 Merger Agreement. Other employees adversely affected by the application of this Award with a hired seniority date in train or engine service subsequent to October 15, 1964, and prior to November 26, 1974 will be entitled to the protective provisions of Article XIII of the January 27, 1972 National Agreement, it being understood that all provisions of said Article XIII pertaining to "protection" of employees are hereby incorporated by reference and shall be applied in the same manner and to the same extent as if this coordination was covered by said Article XIII.

Section 11 - Transportation

Due to the distances between the Sandusky and Bellevue portions of the consolidated Bellevue-Sandusky Yard, an arbitrary of one (1) hour, at the appropriate pro rata rate, will be paid

to each employee with a seniority date prior to November 26, 1974 who is sent to fill a vacancy in a yard other than that of a former Seniority District, or required to work a regular assignment in a yard other than that of his former Seniority District in order to obtain employment or in the application of Section 10 hereof.

Section 12 - Switching Limits

(A) It is agreed that the east switching limits for yard crews at Bellevue, Ohio, are extended eastward on the Lake Erie Division to Mile Post 240.5 subject to the provisions of this agreement:

(1) The "four miles" provided in Article 10(c) of the May 23, 1952 National Agreement with employees represented by the Order of Railway Conductors and Brakemen will be measured from mile Post 243.64 in event those provisions should be invoked by the carrier with regard to a new industry locating in the Bellevue area on the Lake Erie Division line east of the east switching limits for Bellevue yard crews.

(2) Rules covering rights to work train service shall be applied as if the east switching limits or yard limits at Bellevue on the Lake Erie Division were still located at Mile Post 243.64.

(3) Road crews may pass Mile Post 240.5 when performing station switching at Kimball or industry switching at industries where the switch governing movement from the main track to the track or tracks serving such industry is located between the E&O Crossing at Kimball and Mile Post 240.5.

(B) Mileage Allowances

	<u>Head end</u>	<u>Rear end</u>
East Wayne to Bellevue		
Train yarded in the old yard	122 miles	124 miles
Train yarded in the new yard	126 miles	125 miles
Bellevue to East Wayne		
From old yard	124 miles	121 miles
From new yard	124 miles	123 miles
Bellevue to Conneaut		
From old yard	133 miles	134 miles
From new yard	130 miles	131 miles

Conneaut to Bellevue		
Train yarded in old yard	136 miles	133 miles
Train yarded in new yard	130 miles	129 miles
Peru to Bellevue		
Train yarded in old yard	183 miles	182 miles
Train yarded in new yard	188 miles	183 miles
Bellevue to Peru		
From old yard	183 miles	182 miles
From new yard	183 miles	185 miles
Lima to Bellevue		
Train yarded in old yard	100 miles	100 miles
Train yarded in new yard	100 miles	100 miles
Bellevue to Lima		
From old yard	100 miles	100 miles
From new yard	100 miles	100 miles

(1) The above mileages will apply when the employee goes on and off duty at the proposed new yard office to be located in the vicinity of Mile Post 244.83. Mileages for employees on trains yarded in the new yard are based on the train being yarded in proposed new receiving tracks to be located approximately between Mile Post 242.60 and Mile Post 244.42. The mileages for employees handling their train from the new yard are based on the tram being handled from proposed new departure tracks lying approximately between Mile Post 243.67 and 245.96. Where the foregoing conditions do not prevail the employees will be paid the actual miles travel on the trip.

Section 13 - Lockers

Each extra Conductor whose home terminal is Bellevue, Ohio, will be furnished a locker at the facilities in the vicinity of the new dormitory at Bellevue.

Section 14 - Parking Facility

An appropriate adequate all weather surface parking facility with lights will be provided in the vicinity of the dormitory.

Section 15 - Calling Limits

Present calling limits at Bellevue will be retained for employees who are in service on or before May 12, 1966.

Section 16 - Point for Going On and Off Duty

Men in road service with a seniority date on or before April 29,1966 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. When necessary new facilities are completed, road crews will go on and off duty in the vicinity of the hump.

Section 17 - Dormitory Facilities

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.

(B) 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)
- (5) Reading lamp
- (6) Suitable fixture for clothing
- (7) Clean linen for each occupancy
- (8) Adequate soap and towels

(C) 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.

(D) Twenty-four (24) hour attendant service will be maintained.

(E) 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

(F) 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.

(G) 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 the Director of Personnel, 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 complaint is not resolved in such handling with the 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 the 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 employees' 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.

Section 18 - Pilots

Locomotives handled from the Mechanical Department's facilities to any point within switching limits or locomotives handled to the Mechanical Department's facilities from any point within switching limits, by other than road or yard crews, where manually operated switches which are not located within the Mechanical Department's facilities must be handled, shall be piloted by a yardman who shall be paid the yard foreman's rate of pay.

Section 19 - Bleeder Service

Bleeder service shall be retained to yardmen at Bellevue as provided for in present local agreement of November 8, 1952.

When independent bleeder assignment(s) are started in the vicinity of the hump, one of the independent bleeder assignments who start in the old yard as provided in such agreement may be designated as a "floater" and work in both the old yard and the new yard. When the designated "floater" is working in the new yard the other bleeder in the old yard may work in both the east-bound and the westbound sections of the old yard. The "floater" bleeder will be provided transportation between the old yard and the vicinity of the hump when required to work in the new yard.

Bleeders may, in addition to bleeding air from cars, make cuts between cars, line switches. A yardman assigned as bleeder may be used to relieve a man on a crew who has been relieved account of sickness, injury or other emergency until the man called to relieve the absent employee reports for the job without additional compensation until relief reports on the job. This will not permit the use of such yard helpers to start a tour of duty or to finish a tour of duty with a yard crew.

B. CHICAGO COORDINATION

Chicago Yard operations, forces, and facilities will be unified and coordinated in accordance with and subject to the provisions of this agreement which follows:

Section 1

(A) The interested General Chairmen of the organization signatory hereto will be given not less than thirty (30) days' notice in writing of the Carrier's intent to consolidate the separate facilities of the Merged Company at Chicago, Illinois, as provided for herein,

(B) The terms "yard crews" (yard assignments) and "yard service" in this Agreement mean crews or individuals assigned to and performing yard, belt line and transfer service thereof permissible under the respective schedule agreements.

Section 2 - ALLOCATION OF CREWS IN THE TERMINAL

(A) For the purpose of determining the equities of employees of the seniority districts affected by the consolidation of facilities at Chicago, Illinois, the Carrier has furnished the General Chairmen signatory hereto the total yard engine hours operated and the total cars dispatched for the period January, 1961, to July, 1964, inclusive, and a list of the proposed initial yard crew assignments indicating the crew symbols, reporting and relieving points and reporting times, contemplated for the beginning of the consolidated operation. Accordingly, the interested General Chairmen have decided upon the determined ratio for the seniority districts involved, which is as follows:

- 50% former NKP employees
- 50% former Wabash employees

NOTE: For the purposes of this Agreement, former Wabash Chicago Terminal employees having an equity in the consolidated terminal will be referred to as former Wabash employees. Former NKP-Ft. Wayne seniority district firemen and former NKP Chicago Terminal yardmen having an equity in the consolidated terminal will be referred to as former NKP employees.

(B) The interested General Chairmen have decided upon the allocation of yard crew assignments to the seniority districts involved in the determined ration, using the procedure set forth below in this Article 1 D.

(C) Prior to this Agreement being placed in effect, carrier will advise the local chairmen of former NKP and former Wabash roster men as to the crew assignments, which will be made

effective on the effective date of this agreement. These will be the assignments then in effect for former NKP and for former Wabash employees as of the effective date of the consolidation, and this will constitute the initial allocation of crews or assignments for the employees of each former carrier, subject to adjustment to establish the determined ratio of allocation in the following manner:

(1) If crews are increased, and one district is behind in its allocation percentage, crews will be allocated to the district short in its percentage until balance in the determined ration under "A" is achieved. Thereafter, additional crews will be allocated to the former district in which the crew is assigned to start, subject to the equity adjustment procedures of "D".

(2) If crews are to be decreased, and one district is ahead in its allocation percentage, crews allocated to the district ahead in its percentage will be decreased until balance in the determined ratio under "A" is achieved provided this can be done from allocated crews starting in the former district in which the reduction in forces is to be made. If no crews are allocated to the district ahead in its percentage at the location where the crews are to be decreased, the reduction will be made in crews allocated to the district behind in its percentage and a corresponding number of crews allocated to the employees of the other district working on the same shift as the discontinued crews will be reallocated and assigned to the employees of the district entitled to same. The local chairmen or his or their designated representative of the employees of the former carrier losing the crew allocation under the foregoing provision of this subsection (b) will be given an opportunity to designate the crew to be reallocated from the affected shift prior to the time the crew must be designated for selection or assignment purposes to the employees eligible to bid. If the local chairman or his or their designated representative fails to exercise this option in time to make it effective on the day the change is scheduled, the carrier will designate the crews to be reallocated consistent with the above-described procedure.

(3) In the event the Wabash roster cannot provide all men required for a crew allocated to that roster, then the NKP roster will provide the man or men necessary.

(4) When as a result of attrition or the men's exercise of seniority the Wabash yard roster does not provide any man for a crew allocated to it under this Appendix, that crew will always thereafter be allocated to the NKP roster, unless it should become necessary to reallocate a crew to the Wabash yard roster as a result of a man returning to yard service after being absent. In no event will the current allocation of crews to the Wabash yard roster exceed the number required to provide employment for the men in active service on the Wabash yard roster.

(5) When, as a result of attrition or the men's exercise of seniority, there are no former Wabash employees assigned to an extra board protecting former Wabash assignments, vacancies of former Wabash employees will be filled from the extra boards protecting former NKP vacancies except as provided herein.

(D) After reasonable balance in the determined ratio has been achieved pursuant to Section 2, imbalance in allocation percentage of starts will be adjusted each four (4) month period as follows:

(1) The carrier will keep a record of all regular yard starts (excluding equity recovery assignments), separately for yard ground crews and firemen assignments, which are in excess of the determined ratio, and will furnish such list as soon as possible after the 15th and last day of each month to the General and Local Chairmen involved.

NOTE: Work train, pilot and hostling assignments, regular and extra are excluded for allocation purposes and will be manned by available employees from the former territory in which the service originates.

(2) Before the end of each four (4) month checking period, beginning with the effective date of the coordination of the Chicago Terminal, the interested Local Chairmen or their designated representatives will determine from the lists furnished by the Carrier as to whether or not an imbalance of thirty (30) or more starts has developed or will develop in the determined ratio by the end of the current checking period.

(3) If it is determined that an imbalance of thirty (30) or more starts in the determined ratio has or will develop by the end of the checking period, a regular assignment will be made available at the beginning of the next period from the debtor district to the district entitled to same which they may hold until the accrued recovery shifts have been worked off. Recovery shifts not protected when available to former Wabash employees will be forfeited. If less than 30 shifts are available for recovery at the beginning of the recovery check period, the imbalance will be carried over in the next checking period. In designating equity recovery assignments, if the local chairmen or their designated representatives fail to name the recovery assignment or assignments in time for the change to be made effective at the beginning of the checking period, the carrier will designate the recovery assignment for that period.

Section 3 - Seniority Lists and Applicable Schedule Rules

(A) (1) Schedule agreements in effect on the effective date of this Appendix on each seniority district for filling vacancies will remain, in effect.

(2) Employees working in yard service in the consolidated terminal will work under the agreement rules in effect with their former carrier.

(3) Employees filling vacancies on crews allocated to employees of the other former carrier will take the conditions of the assignment they are filling with respect to on and off duty location and starting time.

(B) Extra lists on each seniority district will continue to be adjusted in accordance with agreements and interpretations thereto in effect prior to the consolidation of the terminal.

(C) Extra crews will be filled by men from the seniority district from which started.

(D) On and after the effective date of this Agreement, no men will be added to the Wabash Chicago Terminal yard roster.

Section 4 - Learning New Territory

An employee having an equity in the Chicago Terminal as of the effective date of this Agreement who by reason of the operation of the schedule agreement and by this Agreement takes an assignment working in territory of the consolidated terminal with which he is not familiar will not be required to lose time for the purpose of learning such territory. If yard service employees are used to qualify foreman of former Nickel Plate on territory of former Wabash the employees used for this purpose will be taken from the ranks of qualified yardmen of former Wabash. If yard service employees are used to qualify foremen of former Wabash on territory of former Nickel Plate, qualified yardmen of former Nickel Plate will be used for this purpose.

Section 5 - Use of Emnlovees

(A) In effecting the consolidations provided for in this Agreement, the consolidated facilities of the former carrier will be considered a terminal of the Merged Company. (The term "former carrier" or "former carriers" as used in this Article refers to the NKP and Wabash.)

(B) (1) Road and yard employees of the former NKP may be required to perform services throughout the consolidated terminal in accordance with their respective Schedule Agreement in the same manner as though such consolidated terminal was a terminal of their former carrier.

(2) Road and yard employees of the former Wabash may be required to perform services throughout the consolidated terminal in accordance with their respective Schedule Agreement in the same manner as though such consolidated terminal was a terminal of their former carrier.

(C) Where crews of a former carrier perform service outside of switching limits in accordance with pre-existing agreements or understandings, crews of any former carrier in the consolidated operation may be required to perform service covered in such agreements or understandings.

(D) (1) In the consolidated Chicago Terminal the following work may be performed by road trainmen without additional compensation, except as otherwise provided for in the rules:

(a) Former Wabash road crews and former NKP road crews may be required to perform any services within the consolidated Chicago Terminal that they previously could be required to perform under existing Agreements and Rules in their former yards in Chicago.

(b) In addition thereto, former Wabash road crews and former NKP road crews may be required to yard their inbound trains in any designated appropriate point within the consolidated terminal, subject to the provisions of the final terminal delay rules and suitable lodging arrangements. Carrier may change designated point as required.

(c) And, in addition, former Wabash road crews and former NKP road crews on outbound runs may be required to pick up their trains for departure from any designated appropriate point within the consolidated terminal, subject to the provisions of the initial terminal delay rules. Carrier may change designated point as required.

(E) Road and yard employees 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 the schedule agreements, interpretations and practices on the property.

(F) Insofar as it is practicable to do so, the allocation of crews will be made in such a manner as to result in crews of former NKP going on and off duty at former NKP yards, and crews of former Wabash going on and off duty at former Wabash yards. These efforts will also extend to the allocation of work by tricks in an equitable manner.

(G) Temporary vacancies on Wabash yard crews which cannot be filled at the straight time rate from the Wabash extra lists will be filled from the NKP extra lists, except that if it would be necessary to fill the vacancy with an NKP extra man who would be entitled to the time and one-half rate it will then be filled under the applicable agreement by an available Wabash roster man employed at Chicago. It is understood that this provision will not be applicable when there are Wabash yardmen on furlough.

Section 6 - Transportation

Due to the distances between the Calumet, the Landers Yards and the 47th Street Yards, an arbitrary of one hour, at the appropriate pro rata rate, will be paid to each present extra yard crew employee who is sent to fill a vacancy in a yard other than that of his former seniority district, and to any yardman forced to a regular assignment in a yard other than that of his former seniority district. This Section is not to apply to employees employed subsequent to December 8, 1971.

C. 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 agreement which follows:

Section 1 - New Hires

No employees hired by former WLE District subsequent to August 1, 1971, will have seniority rights to yard assignments at Cleveland.

Section 2 - Allocation

(A) All Cleveland yard assignments will be allocated on the following basis:

Former NKP employees	66-2/3%
Former WLE employees	33-1/3%

(B) The allocation of assignments will be maintained on the above percentage basis, insofar as it is arithmetically practicable to do so, by the designation and bulletining of assignments to employees of former NKP and former WLE, it being understood, however, that no change will be made initially in the crew assignments.

(C) Thereafter, the equity of employees of former NKP and former WLE will be obtained through normal changes in the number of assignments brought about by the demands of the service. For example - if the assignments operating as of the effective date of this agreement reflect, as at present, a percentage inequity insofar as former NKP employees are concerned, the assignments will be permitted to continue in such manner until the number is changed by either the addition or the abolishment of an assignment or assignments. It is understood that in the application of this agreement it may, from time to time or for fixed periods of time, be necessary to advertise individual positions on a crew to employees of former NKP and other positions on the same crew to employees of former WLE.

Foreman positions on crews advertised in accordance with the last sentence of the preceding paragraph will be manned on an alternating basis by trainmen assigned to such crews, the first 60-day period to be allocated to the senior trainmen of former NKP desiring same and the following 30-day period to be allocated to the senior trainman of former WLE. A record will be maintained and kept available for the use of authorized organization representatives of the manning of foreman positions under this arrangement so that if a crew advertised in accordance with the last sentence of the preceding paragraph is established, later abolished and re-established, the manning of the foreman position may be continued on the alternating arrangement heretofore described. Fireman positions of such crews will be manned on an alternating basis using the same 60-day -

30-day ratio and records will also be maintained and kept available for the use of authorized organization representatives for this purpose.

NOTE: The ~~60-day~~ and ~~30-day~~ periods referred to herein are understood to mean 60 and 30 working days.

(D) If in the circumstances in (c), first paragraph, above, an additional assignment is to be established at Cleveland Yards, it will be designated and bulletined to employees of former NKP. If in such circumstances the next change in assignments is brought about by an abolishment, an adjustment in crew allocations will be made so as to more nearly arrive at the assignment percentage allocation as specified in Section 2(a). Further changes in assignments will be accomplished in the same manner so as to, as nearly as practicable, maintain the percentages as set forth in Section 2(a).

(E) At such times as employees of former WLE do not accept positions allocated to them hereunder and bulletined to them NKP employees may bid to that assignment under the same bulletin. It is understood, however, that employees of former WLE hired prior to August 1, 1971, may at any time thereafter obtain such positions through the normal application bidding and displacement rules.

Section 3 - Extra Assignments

Extra yard crews will, until assigned and advertised in accordance with schedule rules of former NKP, be manned on an alternating basis, two extra crews by employees of former NKP and one extra crew by employees of former WLE.

When an extra yard crew is operated a sufficient number of days and under the conditions requiring its advertisement as a regular assignment under the schedule rules of the former seniority district to whom the next regular yard crew is to be allocated under Section 2, it will be advertised and assigned accordingly.

At the Cleveland Terminal only, extra yard crews will be advertised as regular assignments for WLE yardmen.

Section 4 - Schedule Rules Applicable - Filling of Vacancies

(A) The NKP schedule agreement will be applicable to all former NKP and WLE employees at Cleveland.

(B) It is understood, however, that when there are no employees who were hired prior to August 1, 1971, assigned to the extra boards at Cleveland protecting vacancies on former WLE yard positions, vacancies on former WLE yard positions will be filled by employees of former NKP.

(C) Temporary vacancies on WLE yard crews which cannot be filled at the straight time rate from the WLE extra lists will be filled from the NKP extra lists, except that if it would be necessary to fill the vacancy with a NKP extra man who would be entitled to the time and one-half rate it will then be filled under the applicable agreement by an available WLE roster man employed at Cleveland. It is understood that this provision will not be operative at times when employees hired prior to August 1, 1971, on former WLE are cut off the WLE extra or working lists at Cleveland.

(D) (1) Extra men from NKP extra lists hired prior to August 1, 1971, will be paid one (1) hour at straight time rate when required to go to Campbell Road Yard to fill a vacancy of a WLE man laying off. If the vacancy is of sufficient duration to require the assignment to be bulletined under the schedule rules applicable to WLE men, NKP extra men filling that vacancy while under bulletin will be paid the one (1) hour allowance for each shift they fill that vacancy while it is under bulletin.

(2) Extra men from NKP extra lists hired prior to August 1, 1971, will be paid one (1) hour at the straight time rate when required to go to Campbell Road Yard to fill a WLE vacancy that is bulletined for reasons other than a man laying off. The payment provided for in this paragraph (2) will be made only to the NKP extra men who fill the vacancy up to and including the first four (4) days such vacancy exists.

(3) In the application of paragraphs (1) and (2) of this Section to NKP extra men who fill vacancies which are bulletined, the allowance of one (1) hour provided will be paid only to the NKP extra men required to go to Campbell Road Yard to fill such vacancy the first time the particular vacancy is bulletined, or re-bulletined as provided for in Section 2(e).

Section 5 - Switching Limits

Cleveland yard crews may perform any and all yard service within the switching limits of both the former NKP and WLE.

Section 6 - On and Off Duty Points

Yard crew starting and relieving points may be at any points presently considered as proper starting or relieving points on either former NKP or former WLE.

The points presently considered proper and used for this purpose are as follows:

Former NKP

East 55th Street

Former WLE

Campbell Road Yard

East 75th Street
East 40th Street - Northern Ohio Food Terminal
Ivanhoe
East 23rd Street (B.D. Yard)

Section 7 - Road Trains

Road crews 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 8 - Work Train Service

Work train service in Cleveland switching limits will be performed exclusively by yard crews.

Section 9 - Oualifving

Employees who are required under the application of this agreement to qualify in portions of Cleveland Yards with which they are not now familiar, will not be required to do so on their own time. If yard service employees are used to qualify foremen of former WLE on territory of former NKP the employees used for this purpose will be taken from the ranks of qualified trainmen of former NKP. If yard service employees are used to qualify foremen of former NKP on territory of former WLE, the employees used for this purpose will be taken from the ranks of qualified trainmen of former WLE.

Section 10 - Protection of Employees

The Agreement for Protection of Employees signed April 16, 1962, effective January IO, 1962, shall apply to the employees protected thereby who are affected by this agreement.

Section 11 - Special Understanding

(A) All brakemen and firemen hired on former WLE subsequent to October 16,1964, and prior to the June 11,197 1 shall have their names placed in their former WLE seniority order immediately following the youngest men on the seniority lists for their respective crafts on the Lake Erie Division, "C" District, of former NKP. The employees whose names are to be so placed shall be restricted to those employees who have as of the date this agreement is executed performed a majority of their service at or out of Campbell Road Yard at Cleveland, or who on this date maintain their legal residence within 35 miles of Cleveland.

(B) Former WLE brakemen covered by Section 11 may at their own option exercise

their NKP seniority in accordance with former NKP rules and practices except:

1. A WLE brakeman will not be permitted to take the NKP extra list at Cleveland if his seniority permits him to hold a regular WLE position at Cleveland.

2. A WLE brakeman may become assigned to the NKP extra list at Cleveland when he can hold only the WLE extra list at Cleveland but in these circumstances will not be permitted to return to the WLE extra list or to a regular WLE position for a period of at least 30 days unless cut off the NKP extra list.

The restriction included in Item 2 above will not be applicable if a WLE brakeman becomes assigned to the NKP extra list at a time when he cannot hold any assignment, regular or extra, on the former WLE at Cleveland.

D, LAFAYETTE COORDINATION

Lafayette yard operations, forces, and facilities will be unified and coordinated in accordance with and subject to the provisions of this agreement which follow:

Section 1 - New Hires

No Peoria District employee hired by former Nickel Plate subsequent to December 20, 1969, will have seniority rights to yard assignments at Lafayette.

Section 2 - Allocation

(a) All Lafayette yard assignments will be allocated on the following basis:

**Former Wabash employees 66-2/3%
Former NKP employees 33-1/3%**

(b) The allocation of assignments will be maintained on the above percentage basis, insofar as it is arithmetically practicable to do so, by the designation and bulletining of assignments to employees of former Wabash and former Nickel Plate, it being understood, however, that no change will be made initially in the crew assignments.

(c) Thereafter, the equity of employees of former Wabash and former Nickel Plate will be obtained through normal changes in the number of assignments brought about by the demands of the service. For example - if the assignments operating as of the effective date of this agreement reflect, as at present, a percentage inequity insofar as former Nickel Plate employees are concerned, the assignments will be permitted to continue in such manner until the number is changed by either the addition or the abolishment of an assignment or assignments. It is understood that in the application of this agreement it may, from time to time or for fixed periods of time, be necessary to advertise individual positions on a crew to employees of former Wabash and other positions on the same crew to employees of former Nickel Plate.

Foreman positions on crews advertised in accordance with the last sentence of the preceding paragraph will be manned on an alternating basis as is by trainmen assigned to such crews the first 60-day period to be allocated to the senior trainmen of former Wabash desiring same and the following 30-day period to be allocated to the trainman of former 'Nickel Plate if he desires same. A record will be maintained of the manning of foreman positions under this arrangement so that if a crew advertised in accordance with the last sentence of the preceding paragraph is established, later abolished and re-established the manning of the foreman position may be continued on the alternating arrangement heretofore described. Fireman positions of such crews will be manned on an alternating basis using the same 60-day - 30-day ratio and records will also be maintained for this purpose.

NOTE: The **60** and **30-day** periods referred to herein are understood to mean **60** and **30** working days.

(d) If in the circumstances in (c), first paragraph, above an additional assignment is to be established at Lafayette Yards, it will be designated and bulletined to employees of former Nickel Plate. If in such circumstances the next change in assignments is brought about by an abolishment, a crew designated to former Wabash will be abolished. Further changes in assignments will be accomplished in the same manner so as to, as nearly as practicable, maintain the percentages as set forth in Section 2(a).

(e) At such time as employees of former Nickel Plate are not, through normal operation of their schedule agreements, manning positions available to them under the application of this agreement, such positions will be bulletined and assigned to employees of former Wabash. It is understood, however, that Peoria District employees of former Nickel Plate hired prior to December 20, 1969, may at any time thereafter obtain such positions through the normal application of former Nickel Plate bidding and displacement rules, including rules relating to the exercise of interchangeable seniority rights.

Section 3 - Extra Assignments

Extra yard engines will, until assigned and advertised in accordance with schedule rules of former Wabash and former Nickel Plate, be manned on an alternating basis, four months by employees of former Wabash and two months by employees of former Nickel Plate.

When an extra yard engine is operated a sufficient number of days and under the conditions requiring its advertisement as a regular assignment under the schedule rules of the former carrier to whom the next regular yard crew is to be allocated under Section 2, it will be advertised and assigned accordingly regardless of whether the employees of former Wabash or former Nickel Plate are manning extra yard engines at the time.

Section 4 - Schedule Rules Applicable - Filling of Vacancies

(a) Schedule agreements applicable to former Wabash employees at Lafayette, including rules relating to filling of vacancies, will apply to all yard crews designated as former Wabash and to employees of former Wabash assigned to mixed crews as referred to in 2(c) or 2(e) above.

(b) Schedule agreements applicable to former Nickel Plate employees at Lafayette, including rules relating to filling of vacancies, will apply to all yard crews designated as former Nickel Plate and to employees of former Nickel Plate assigned to mixed crews as referred to in 2(c) or 2(e) above. It is understood, however, that when there are no Peoria District employees who were hired prior to December 20, 1969, assigned to the extra boards protecting vacancies on

former Nickel Plate positions, vacancies on former Nickel Plate will be filled by employees of former Wabash.

Section 5 - Switching Limits

Lafayette Yard crews may perform any and all yard service within the presently established switching limits of both the former Wabash and Nickel Plate.

Section 6 - On and Off Duty Points

Starting and relieving points will be continued as at present until adequate locker and washroom facilities are available at former Wabash Freight House for employees of former Nickel Plate.

Section 7 - Work Train Service

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 8 - Qualifying

Employees who are required under the application of this agreement to qualify in portions of Lafayette yards with which they are not now familiar, will not be required to do so on their own time. If yard service employees are used to qualify foremen of former Nickel Plate on territory of former Wabash the employees used for this purpose will be taken from the ranks of qualified yardmen of former Wabash. If yard service employees are used to qualify foremen of former Wabash on territory of former Nickel Plate, qualified trainmen holding rights on former Nickel Plate Peoria Division will be used for this purpose.

E. PERU COORDINATION

Peru yard operations, forces, and facilities will be unified and coordinated in accordance with and subject to the provisions of this agreement which follow:

Section 1 - New Hires

No IMC employee hired by former Nickel Plate subsequent to June 13, 1972, will have seniority rights to yard assignments at Peru.

Section 2 - Allocation

(a) All Peru yard assignments will be allocated on the following basis:

Former Wabash employees	66-2/3%
Former NKP employees	33-1/3%

(b) The allocation of assignments will be maintained on the above percentage basis, insofar as it is arithmetically practicable to do so, by the designation and bulletining of assignments to employees of former Wabash and former Nickel Plate, it being understood, however, that no change will be made initially in the crew assignments.

(c) Thereafter, the equity of employees of former Wabash and former Nickel Plate will be obtained through normal changes in the number of assignments brought about by the demands of the service. For example -- if the assignments operating as of the effective date of this agreement reflect a percentage inequity insofar as former Wabash employees are concerned, the assignments will be permitted to continue in such manner until the number is changed by either the addition or the abolishment of an assignment or assignments. It is understood that in the application of this agreement it may, from time to time or for fixed periods of time, be necessary to advertise individual positions on a crew to employees of former Wabash and other positions on the same crew to employees of former Nickel Plate.

Foreman positions on crews advertised in accordance with the last sentence of the preceding paragraph will be manned on an alternating basis by trainmen assigned to such crews, the first 60-day period to be allocated to the senior trainmen of former Wabash desiring same and the following 30-day period to be allocated to the trainman of former Nickel Plate if he desires same. A record will be maintained of the manning of foreman positions under this arrangement so that if a crew advertised in accordance with the last sentence of the preceding paragraph is established, later abolished and re-established, the manning of the foreman position may be continued on the alternating arrangement heretofore described. Fireman positions of such crews will be manned on an alternating basis using the same 60-day - 30-day ratio and records will also be maintained for this purpose.

NOTE: The **60** and **30-day** periods referred to herein are understood to mean **60** and **30** working days.

(d) If in the circumstances in (c), first paragraph, above an additional assignment is to be established at Peru Yards, it will be designated and bulletined to employees of former Wabash. If in such circumstances the next change in assignments is brought about by an abolishment, a crew designated to former NKP will be abolished. Further changes in assignments will be accomplished in the same manner so as to, as nearly as practicable, maintain the percentages as set forth in Section 2(a).

(e) At such time as employees of former Nickel Plate are not, through normal operation of their schedule agreements, manning positions available to them under the application of this agreement, such positions will be bulletined and assigned to employees of former Wabash. It is understood, however, that employees of former Nickel Plate hired prior to June 13, 1972, may at any time thereafter obtain such positions through the normal application of former Nickel Plate bidding and displacement rules, including rules relating to the exercise of interchangeable seniority rights.

Section 3 - Extra Assignments

Extra yard engines will, until assigned and advertised in accordance with schedule rules of former Wabash and former Nickel Plate, be manned on an alternating basis, four months by employees of former Wabash and two months by employees of former Nickel Plate.

When an extra yard engine is operated a sufficient number of days and under the conditions requiring its advertisement as a regular assignment under the schedule rules of the former carrier to whom the next regular yard crew is to be allocated under Section 2, it will be advertised and assigned accordingly regardless of whether the employees of former Wabash or former Nickel Plate are manning extra yard engines at the time.

Section 4 - Schedule Rules Applicable - Filling of Vacancies

(a) Schedule agreements applicable to former Wabash employees at Peru, including rules relating to filling of vacancies, will apply to all yard crews designated as former Wabash and to employees of former Wabash assigned to mixed crews as referred to in 2(c) or 2(e) above.

(b) Schedule agreements applicable to former Nickel Plate employees at Peru, including rules relating to filling of vacancies, will apply to all yard crews designated as former Nickel Plate and to employees of former Nickel Plate assigned to mixed crews as referred to in 2(c) or 2(e) above. It is understood, however, that when there are no employees who were hired prior to June 13, 1972, assigned to the extra boards protecting vacancies on former Nickel Plate positions, vacancies on former Nickel Plate will be filled by employees of former Wabash.

Section 5 - Switching Limits

Peru Yard crews may perform any and all yard service within the presently established switching limits of both the former Wabash and Nickel Plate and yard crews of former Wabash and former Nickel Plate will operate within the consolidated limits of Peru Yards as though such terminal was a terminal of their former carrier.

Section 6 - On and Off Duty Points

Starting and relieving points of yard crews will be continued as at present until adequate locker and washroom facilities are available at former Wabash Benton Street yard office for employees of former Nickel Plate.

Section 7 - Road Trains

Road crews of former Wabash and former Nickel Plate may operate within the consolidated limits of Peru yards as though such terminal was a terminal of their former carrier. Road crews of former Wabash and former Nickel Plate will go on and off duty at Benton Street Yard Office. Road crews required to obtain and/or leave their trains intact in former Nickel Plate yard will be transported between that yard and the Benton Street Yard Office.

It is understood that the designation of the Benton Street yard office as the on and off duty Point for road crews is intended as an initial designation and does not imply that such on and off duty point might not be changed at some later date in accordance with applicable schedule rules and/or practices involving the furnishing of washroom facilities, lockers, etc., for employees at designated on and off duty points.

It is also understood that road crews of former Nickel Plate will not be required to go on and off duty at Benton Street yard office until adequate locker and washroom facilities are available for their use.

Section 8 - Work Train Service

Work train service in Peru Yards will be performed solely by yard crews.

Section 9 - Qualifying

Employees who are required under the application of this agreement to qualify in portions of Peru Yards with which they are not now familiar, will not be required to do so on their own time. If yard service employees are used to qualify foremen of former Nickel Plate on territory of former Wabash the employees used for this purpose will be taken from the ranks of qualified yardmen of former Wabash. If yard service employees are used to qualify foremen of former

Wabash on territory of former Nickel Plate, qualified trainmen holding rights on former Nickel Plate I.M.C. Division will be used for this purpose.

Section 10

This will confirm understanding reached this date concerning the Peru Consolidation Agreement, that in the event the number of yard assignments at Peru are reduced to the extent that there is only one first trick assignment, the local chairmen will confer and attempt to work out some equitable arrangement to allocate such assignment to firemen of former NKP and Wabash on an alternating basis so as to nearly as practicable divide the equity of the assignment on the basis of the percentages set forth in Section 2 (a).

In the event the local chairmen are unable to agree, a conference will be arranged with the general chairmen in an attempt to resolve the issue.

F. TOLEDO COORDINATION

Section 1

Only men on the following rosters will be entitled to participate in the manning of yard crews in the Toledo Terminal:

(a) Former Toledo NKP's Cloverleaf District Toledo Yard Prior rights Yardmen. Men on this roster will have no rights in any other yards or in road service after the date of this agreement.

(b) Former Wabash Toledo to include only men who held seniority as yardmen as of October 15, 1964.

(c) Employees of the former NKP's W&LE District seniority roster which is hereinafter referred to as the W&LE roster. This roster will include men hired and placed on Wabash roster subsequent to October 15, 1964, who will be dovetailed into the W&LE roster. No men will be added to either the Wabash or Cloverleaf rosters at Toledo subsequent to the date this agreement is signed.

Section 2 - Allocation

(a) Yard crew assignments in the Toledo Terminal are allocated to the men on the three (3) seniority rosters involved in accordance with the following table:

Wabash roster's allocation will never exceed six crews. Cloverleaf roster's allocation will never exceed four crews. If the total number of crews exceeds 38, all crews in excess of 38 will be manned from the W&LE roster. A regular relief crew is considered a crew in the above table.

(b) In the event the Cloverleaf roster cannot provide all men required for a crew allocated to that roster, then the W&LE roster will provide the man, or men necessary.

(c) In the event Wabash roster cannot provide all men required for a crew allocated to that roster, then the W&LE roster will provide the man, or men, necessary.

(d) When as a result of attrition or the men's exercise of seniority either the Cloverleaf roster or the Wabash roster, referred to herein, does not provide any man for a crew allocated to it under paragraph (a) of this Section, that crew will always thereafter be allocated to the W&LE roster, unless it should become necessary to reallocate a crew to the W&LE roster, unless it should become necessary to reallocate a crew to the Cloverleaf or Wabash roster, as the case may be, as a result of a man returning to yard service after being absent.

Section 3 - Positions

- (a) Positions and vacancies on crews allocated to men on the Cloverleaf roster will be filled pursuant to their schedule agreement so long as that roster has men available to fill them.
- (b) Positions and vacancies on crews allocated to men on the Wabash roster will be filled pursuant to their schedule agreement so long as that roster has men available to fill them.
- (c) Positions and vacancies on crews allocated to or to be filled by a man or men on the W&LE roster will be filled pursuant to their schedule agreement.

Section 4 - Temporary vacancies/Extra crews

- (a) Separate extra lists will be maintained for men on the Cloverleaf roster and for the men on the Wabash roster so long as the crews allocated to their respective rosters do not provide those men with a regular assignment.
- (b) Temporary vacancies for helpers on crews allocated to men on the Cloverleaf roster or to men on the Wabash roster which cannot be filled at the straight time rate from the extra list for men on such roster to which the crew is allocated will be filled from the W&LE roster's Toledo extra list, except that if it would be necessary to fill the vacancy with a W&LE roster man who would be entitled to the time and one-half rate it will then be filled under the applicable agreement by a man from the roster to which the crew is allocated, if a man from that roster is available under the applicable agreement.
- (c) Temporary vacancies for foreman on crews allocated to men on the Cloverleaf or the Wabash rosters will be filled in accordance with their schedule rules provided the roster to which the crew is allocated can produce a foreman, otherwise the vacancy will be filled from men on the W&LE roster in accordance with their schedule rules.
- (d) In the manning of extra crews, positions on such crews will be regarded as temporary vacancies and paragraphs (b) and (c) of this Section will be applicable. Rights to participate in manning extra crews will be governed by the following:
 - (1) When there has been a reduction in force which results in either (or both) the Cloverleaf or the Wabash roster not having its (their) maximum allocation of crews (four (4) and six (6) respectively) any extra crews worked in Toledo Terminal will be manned from the roster which would be entitled to the next crew in the allocation table in Section Z(a) to the extent that roster has a man, or men, available to man positions on the crew pursuant to paragraphs (b) and (c) of this Section.

(2) When both Cloverleaf and Wabash rosters have their maximum allocation of crews assigned all extra crews will be manned by W&LE roster men.

Section 5

A crew allocated to the W&LE roster, including crews allocated to that roster as a result of attrition of men on either the Cloverleaf roster or the Wabash roster, may be assigned to go on and off duty at any point in the Toledo Terminal at which yard crews may be assigned to go on and off duty under schedule rules and may work anywhere within the switching limits for yard crews in the Toledo Terminal area.

Section 6

(a) Extra men from W&LE roster's extra list will be paid one (1) hour at straight time rate when required to go to Maumee or Sumner Street yards to fill a vacancy of a man laying off. If the vacancy is of sufficient duration to require the assignment to be bulletined under the schedule rules applicable to men on the roster to which that crew is allocated, W&LE extra men filling that vacancy while under bulletin will be paid the one (1) hour allowance for each shift they fill that vacancy while it is under bulletin.

(b) Extra men from W&LE roster's extra list will be paid one (1) hour at the straight time yard rate when required to go to Maumee or Sumner Street yard to fill a vacancy that is bulletined for reasons other than a man laying off. The payment provided for in this paragraph (b) will be made only to the W&LE extra men who fill the vacancy up to and including the first four (4) days such vacancy exists.

(c) In the application of paragraphs (a) and (b) of this Section to W&LE roster extra men who fill vacancies which are bulletined the allowance of one (1) hour provided will be paid only to the W&LE roster extra men required to go to Maumee or Sumner Street to fill such vacancy the first time the particular vacancy is bulletined.

Section 7

(a) When there is no extra list for the cloverleaf roster or for the Wabash roster the bulletin advertising a vacancy on a crew allocated to such roster will also be posted at Toledo to W&LE roster men, and in the event no applications are received from the roster to which the crew is allocated the senior W&LE roster man making application will be assigned.

(b) Bulletins advertising vacancies on yard assignments in the Toledo Terminal that are bulletined to men on the W&LE roster will be posted at all bulletin points at Toledo for W&LE roster men for not less than a full seventy-two (72) hours and, unless otherwise agreed upon by the

representatives of the men on the W&LE roster and the Carrier, will expire at 9:00 a.m., insofar as men on W&LE roster are concerned.

Section 8

Men on Cloverleaf, Wabash and W&LE rosters will work in the consolidated Toledo Terminal under the rates of pay, rules and working conditions of their respective schedule agreements, except as provided for in this agreement.

Section 9

Notwithstanding any agreement or understanding to the contrary, after this agreement is made effective any individual on the W&LE roster who held seniority on that roster as of October 16, 1964, and who performed any service between January 10, 1962 and October 16, 1964, who is displaced as a result of a reduction in the number of yard crews assigned on the Toledo Terminal who does not displace a man hired subsequent to March 2, 1966, will thereafter be treated as occupying the position producing the greatest compensation which is held by a man hired subsequent to March 2, 1966, on which he could have displaced when computing the amount of any protective allowance which may be due him under the Agreement for Protection of Employees effective January 10, 1962. This provision shall not apply to men who are displaced more than 30 days after this agreement is made effective or who are displaced after September 2, 1966, whichever occurs first.

Section 10

This agreement does not affect the nature of the work which may be required of road crews operated into and out of Toledo via the Delphos, Ft Wayne and Montpelier lines and men in road service will continue to work under their respective schedule agreements.

Section 11

(a) The order of selection of allocated crews at Maumee or Sumner Street between Cloverleaf and Wabash roster men shall be as follows:

1st	choice to Wabash roster
2nd	choice to Cloverleaf roster
3rd	choice to Wabash roster
4th	choice to Cloverleaf roster
5th	choice to Wabash roster
6th	choice to Cloverleaf roster
7th	choice to Wabash roster
8th	choice to Cloverleaf roster

9th and 10th

choices to Wabash roster

Rest days on Cloverleaf and Wabash allocated crews will not be combined to establish an individual regular relief assignment. So long as there are Cloverleaf and Wabash roster men they will have preference to their allocated crews in accordance with the order of selection table in this paragraph.

(B) If the number of crew abolishments or the addition of crews deprives either the Cloverleaf or Wabash roster of crews they would otherwise acquire through the exercise of the order of selection provided for in paragraph (a) of this Section it will then be recognized that a Local Chairman (or Chairmen) involved has valid reason, if he so desires, to call for a new selection of crews.

APPENDIX 2

INTERDIVISIONAL AGREEMENTS

A. As used in this Appendix, 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 twenty 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 October 31, 1985, as amended by Article I, Section 8 of the June 1, 1996 National Agreement by the number of miles encompassed in the basic day as of that date. Car scale and 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 \$4.15 meal allowance after 4 hours at the away-from-home terminal and another \$4.15 allowance after being held an additional 8 hours.

(e) In order to expedite the movement of inter-divisional 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.

(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 I, the parties will discuss the details of operation and working conditions of the notice. If they are unable to agree, at the end of the 20-day period, with respect to runs which do not 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 operate through home terminals.

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 disputes shall be submitted to arbitration under the Railway Labor Act, as amended, within 30 days after arbitration is requested by the carrier. The arbitration board shall be governed by the general and specific guidelines set forth in Section 2 above.

(b) The carrier and the organization mutually commit themselves to the expedited processing of negotiations concerning interdivisional runs, including those involving running through home terminals, and mutually commit themselves to request the prompt appointment by the National Mediation Board of an arbitrator when agreement cannot be reached.

(c) 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 shall be accepted by the parties as the conditions which shall be met by the carrier if and when such inter-divisional 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 Existing Interdivisional Service

Interdivisional service in effect on this date of this Agreement is not affected by this Article.

Section 6 - 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 Article.

Section 7 - Protection

The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the application of this Article.

Section 8 - Individual ID Service Agreements

The individual Interdivisional Service Agreements are reproduced in Appendix 2.

This Article shall become effective November 1, 1985 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date. Article XII of the January 27, 1972 Agreement shall not apply on any carrier on which this Article becomes effective.

B. LIMA, OHIO - BELLEVUE, OHIO

Section 1

Equity in the Lima-Bellevue pool will be on the basis of 55% Sandusky Division and 45% Fort Wayne Division. ...

Section 2

The total number of crews in the Lima-Bellevue pool shall be adjusted to properly protect the service as well as the mileage limitations.

Section 3

Active and inactive boards shall be maintained at Lima and at Bellevue. Fort Wayne Division crews arriving Lima and Sandusky Division crews arriving Bellevue will be marked on the active board. Fort Wayne Division crews arriving Bellevue and Sandusky Division crews arriving Lima will be marked on the inactive board. At any time that more than two crews accumulate on the inactive board, the crew first out on such board will be placed last out on the active board.

Section 4

Crews will be called from the active board. When there are none available on the active board they will be called from the inactive board.

Section 5

For the purpose of this agreement the railroad designates Lima as the home terminal for Sandusky Division crews and Bellevue as the home terminal for Fort Wayne Division crews. Article 30 of the agreement will not apply to crews in the Lima-Bellevue pool.

C. LIMA, OHIO - FRANKFORT, INDIANA

Section 1

Crews from the consolidated pool shall be used in turnaround service out of Frankfort, except work trains and light engines which operate exclusively between Frankfort and Tipton.

Section 2

Sandusky Division extra conductor and extra trainpersons shall be used in turnaround service out of Lima up to and including Muncie. If extra conductor, extra trainperson and extra caboose is not available, crew first out in the consolidated pool shall be used in turnaround service out of Lima up to and including Muncie.

Section 3

Article 1.5 (c) will be so applied.

Section 4

Work trains and light engines which operate exclusively between Frankfort and Tipton will be manned by Peoria Division men under the rules.

Section 5

Work trains operated between Lima and Tipton put on for a period of less than six days and/or during the advertising period will be manned by Sandusky Division extra conductors and extra trainpersons when available. If extra conductor, extra trainpersons and extra caboose is not available the crew first out in the consolidated pool shall be used in temporary work train service between Lima and Tipton.

Section 6

Article 18 Section 3 of the current working agreement will not apply.

Section 7

Turnaround service out of Lima up to and including Fostoria (Blair), extra or emergency conductor, extra trainpersons and extra caboose shall be used if available. If extra or emergency conductor, extra trainpersons or extra caboose is not available, the Sandusky Division crew first out in the Lima-Bellevue consolidated pool shall be used.

Section 8

In the event a Sandusky Division crew assigned to the Lima-Bellevue consolidated pool is not available, the Sandusky Division crew first out in the Frankfort-Lima consolidated pool shall be used.

Section 9

It is understood that Article 11 will be so applied.

Section IO

Work trains operated between Lima and DA Tower put on for a period less than six days and/or during the advertising period will be manned by Sandusky Division extra conductors and extra tramper-sons if available. If extra conductor, extra trainpersons or extra caboose is not available, the Sandusky Division crew first out in the Lima-Bellevue consolidated pool shall be used.

Section 11

In the event a Sandusky Division crew assigned to the Lima-Bellevue consolidated pool is not available, the Sandusky Division crew first out in the Frankfort-Lima consolidated pool shall be used.

Section 12

Article 18 Section 3 of the current agreement will not apply.

Section 13

It is further understood that the application of Articles 11, 15 and 18 of the current agreement shall not apply.

**THE FOLLOWING ARRANGEMENT WILL BE
EFFECTIVE AT THE SAME TIME IN THE SAME
TERRITORIES**

Section 14

Turnarounds out of Lima beyond Muncie will be manned by crew first out in the Lima-Frankfort consolidated pool.

Section 15

When a crew is called for service out of Lima in work train service, and it is known that the crew is to operate through to Frankfort when call is placed, the pool crew standing first out at Lima will be used.

Section 16

In the application of Article 18, work trains operating between Lima and Tipton put on for a period of six days or more will be advertised to Sandusky Division men.

Section 17

Light engines which operate through between Lima and Frankfort and between Lima and Tipton will be manned by Sandusky Division men under the rules.

Section 18

In the application of Article 18, work trains operating between Lima and DA put on for a period of six days or more will be advertised to Sandusky Division men.

Section 19

Light engines which operate between Lima and Fostoria will be manned by Sandusky Division men under the rules.

Section 20

Light engines which operate Lima to Bellevue will be manned by Sandusky Division men under the rules; and light engines which operate Bellevue to Lima will be manned by Fort Wayne Division men under the rules.

D. BELLEVUE. OHIO PERU, INDIANA**Section 1 - Equalization of Mileage**

(A) Former Nickel Plate persons will be entitled to 50% and former Wabash persons will be entitled to 50% of the total miles operated by Peru-Bellevue runs. For the purpose of equalizing mileage between the men from the former roads the distance between Peru and Bellevue is 180 miles.

(b) Whenever the engine crews and/or train 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 engine crews and/or train crews assigned from the former road having the over mileage or by increasing the number of engine and/or train crews 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 engine crews and train 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 1 6th to include the last day of the preceding calendar month). Copy of these statement will be furnished the Local and General Chairperson. The above statement 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 engine crews and train crews to properly take care of the traffic and jointly take care of the active turns.
- (2) Adjustment in the number of crews in each former road's seniority pool will be made in accordance with schedule rules 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 engine crews and train crews to be assigned in accordance with Section 1 (D) the Carrier will furnish the Local and General chairpersons a statement of the total miles made by conductors during the first fifteen (1.5) days of the calendar month and during the period 16th of 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 adjustments 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 as 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 3500 miles.

(F) Former Nickel Plate's crews will be manned from persons 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 persons 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 in the number of active turns such change will be made at 2:00 PM. 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 crews will have home terminal at Peru.

(B) Former Nickel Plate's crews will have home terminal at Bellevue.

Section 3 - Active and Inactive Boards

(A) Active and inactive boards shall be maintained at Bellevue and Peru.

(B) Former Nickel Plate's crews arriving Peru will be marked at the foot of the active board in the order of their arrival.

(C) Former Wabash's crews arriving Bellevue will be marked at the foot of the active board in the order of their arrival.

(D) Crews 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 crews on that board exceed the quota of that inactive board, move the first out inactive crew to the bottom of the active board.

(E) The total number of crews 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 Chairperson.

Section 4 - Dispatching Crews

(A) 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.

(B) Crews 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 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, 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 following such arrival, the crew first out at such opposite terminal having home terminal at point from which crew was dispatched from inactive board will be deadheaded to the home terminal on first available train and paid in accordance with deadhead rules.

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.

(D) In the event no 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 crew, such 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 rules and will be marked up for service on arrival. In event the train cannot be manned in accordance with the foregoing, then the crew 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 persons 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 - Service En route

(A) In order to facilitate the handling of cars set off and to be picked up at Fort Wayne, the switching limits for all yard crews at Fort 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 3ofLE and BofLF&E, Article 10(c) of the May 23, 1952 National Agreement with employees represented by the ORC&B and Article 10 (c) of the May 25, 1951 National Agreement with employees represented by the BofRT will be measured from a point 1600 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.

Section 7 - Relief Crews

(A) In dispatching a crew to relieve a Peru-Bellevue pool crew, en route, due to the Hours of Service Act, the following will govern:

- (1) If relief crew is to be dispatched through Fort Wayne a Peru-Bellevue pool crew will be used.
- (2) If relief crew is to be used exclusively on the territory Peru-Fort Wayne a former Wabash crew will be used. If the relief crew is to be used exclusively in the territory Fort Wayne-Bellevue a former Nickel Plate crew will be used.

Section 8 - Learning the Road

(A) A conductor will be furnished to pilot a conductor over that portion of the road with which such conductor is not now familiar until such conductor has made five (5) round trips over that portion of the territory with which he is not now familiar. In event a conductor who has made five (5) **round** trips over the territory desires further assistance in learning the road, he/she will be accompanied by a supervisor who is familiar with the territory, if available; otherwise, by a conductor who is qualified over the territory.

Section 9 - Deadheading Between Terminals - Train Crews

(A) (1) Train 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).

(2) Extra persons filling vacancies on crews deadheading into the home terminal will be marked up and hold their turn from arrival without regards to the foregoing.

Section 10 - Laying Off

(A) Persons 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 a person laying off at the away-from-home terminal in emergency, when there is insufficient time to furnish an extra person from the roster on which the person laying off holds seniority, an extra person from the extra board at the terminal at which the person laid off, will be used if available, and upon his/her arrival at the opposite terminal released from duty and deadheaded to the location of the extra board from which he/she was dispatched.

Section 11 - Advertising Assignments

(A) New assignments in this pool and vacancies on assignments in crews in this pool will be advertised by bulletin in accordance with applicable schedule rules to employees in the seniority district to which they are allocated as provided for in Section I (E), and will be filled from the extra list for the seniority district to which allocated during the life of the bulletin and until protected by the person assigned, in accordance with the applicable schedule agreement rules.

Section 12 - Schedule Agreements Applicable

(A) This Agreement does not change or affect any of the present schedule rules except to the extent necessary to give effect to the provisions hereof. Except as provided for in this Agreement and as may be otherwise provided for, former Wabash's employees assigned in or used in this pool will be subject to wage schedule rules in effect and applicable to them, and former Nickel Plate's employees assigned in or used in this pool will be subject to wage schedule rules in effect and applicable to them. Present seniority districts are not disturbed by anything contained herein.

Section 13 - Transportation

(A) When engines are run through terminals the engine crew 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. Engine 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 crew boards or leaves the engine.

Head brakeperson will be furnished same transportation and between same points as engine crews.

Carrier will provide "uninsured motorist" insurance affording \$100,000 coverage for each employee while being so transported.

Section 14 - Marking **U** Crews Runaround in Yard or Line of Road

All runaround rules applicable to employees on the Former Wabash and Former Nickel Plate territories working in the Peru, IN - Bellevue, OH Interdivisional pool are amended as follows:

A. When employees working in the Peru-Bellevue Interdivisional pool have been properly called and then are runaround (either in yard or on line of road), they will be marked up at the opposite terminal from which called. Under circumstances wherein the runaround cannot be adjusted at the opposite terminal, no further attempt to adjust the runaround shall be made.

B. Paragraph A supersedes all runaround rules, including NKP Article 28, Section 3, that are in conflict. All other provisions not in conflict remain in full force and effect.

C. 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.

E. FORT WAYNE, INDIANA - COLUMBUS, OHIO VIA BELLEVUE, OHIO**Section I.**

A. Carrier may operate pooled freight service crews between Columbus and Fort Wayne through Bellevue. Columbus will be the home terminal for 'former PRR crews in such service with Fort Wayne as the away-from-home terminal. Fort Wayne will be the home terminal for former NKP crews in such service with Columbus as the away-from-home terminal.

Section 2.

A The actual mileage, Columbus to Bellevue, is 95.50 miles, and from Bellevue to Fort Wayne is 117.42 miles, a total of 213 miles.

Section 3.

A. Former NKP persons will be entitled to 55% and former PRR persons will be entitled to 45% of the total miles operated by Columbus-Fort Wayne runs. For the purpose of equalizing mileage between the persons from the former roads the distance between Columbus and Fort Wayne is 213 miles.

B. Whenever the crews of one former road accumulate in excess of 3,000 miles above their percentage allotment, an adjustment will be made by the division officers and the Local Committees by reducing the crews assigned from the former road having the over-mileage or by increasing the number of crews assigned from the former road having the under-mileage, or both.

C. Each former road's seniority pool will consist of the assignment of a sufficient number of crews to properly take care of the traffic and jointly take care of the active turns. Adjustment in the number of crews in each former road's seniority pool will be made in accordance with Schedule Rules and practices applicable to the employees of the former road furnishing the crews for the pool.

D. Former NKP crews will be manned from persons on former NKP, Fort Wayne Division, seniority roster. Former PRR crews will be manned from persons on the Scioto Division, Sandusky District, seniority roster.

E. 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 PM. If a crew to be removed from the pool is on the extra board at the time specified, such crew will not be removed until it has made a trip and returns to the home terminal.

Section 4.

- A. Active and inactive boards shall be maintained at Columbus and Fort Wayne.
- B. Former NKP's crews arriving Columbus will be marked at the foot of the active board in the order of their arrival.
- C. Former PRR's crews arriving Fort Wayne will be marked at the foot of the active board in the order of their arrival.
- D. Crews 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 crews on that board exceed the quota of that inactive board, move the first out inactive crew to the bottom of the active board.
- E. The total number of crews to be assigned to be determined as provided in Section 3.

Section 5.

- A. 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.
- B. Crews 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 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, 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 following such arrival, the crew first out at such opposite terminal having home terminal at point from which crew was dispatched from inactive! board will be deadheaded to the home terminal on first available train and paid in accordance with deadhead rules.
- D. In the event no 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 crew, such 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 rules and will be marked up for service on arrival. In event the train cannot be manned in accordance with the foregoing, then the crew standing first out on the active board will be used.

Section 6.

A. In dispatching a crew to relieve a Columbus-Fort Wayne pool crew, enroute, due to the Hours of Service Act, the following will govern:

1. If relief crew is to be dispatched through Bellevue a Columbus-Fort Wayne pool crew will be used.
2. If relief crew is to be used exclusively on the territory Columbus-Bellevue a Scioto Division, Sandusky District, extra crew will be used. If the relief crew is to be used exclusively in the territory Fort Wayne-Bellevue a former Nickel Plate crew will be used.

Section 7.

A. Persons assigned 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 a persona laying off at the away-from-home terminal in emergency, when there is sufficient time to furnish an extra person from the roster on which the person laying off holds seniority, an extra person from the extra board at the terminal at which the person laid off, will be used if available, and upon his/her arrival at the opposite terminal released from duty and deadheaded to the location of the extra board form which he/she was dispatched.

Section 8.

A. Conductors who established seniority prior to March 22, 1972 will not be required to lose time in order to qualify over any portion of the territory between Columbus and Fort Wayne.

B. A former PRR conductor who is not qualified to operate between Bellevue and Fort Wayne will be furnished a qualified conductor-pilot of the former NKP District A former NKP District conductor who is not qualified to operate between Bellevue and Columbus will be furnished a qualified conductor-pilot of the Scioto Division, Sandusky District

C. A conductor will be furnished a pilot over that portion of the road with which such conductor is not now familiar until such conductor has made five (5) round trips over such portion of the territory.

Section 9.

A. The following will be applicable to crews operating in Fort Wayne-Columbus interdivisional service.:

- I. The rate of pay will be in accordance with the applicable National Agreement governing interseniority district service.**
- 2. When crews 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 service established hereunder, the Carrier shall authorize and provide suitable transportation for the crews.**
- 3. Crews will be allowed a \$6.00 meal allowance after four hours at the away-from-home terminal and another \$6.00 allowance after being held an additional eight hours.**
- 4. The Carrier shall determine the conditions under which such crews may stop to eat. When crews are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1 SO for the trip.**

F. FRANKFORT, INDIANA - CINCINNATI, OHIO

Section 1

A. Irregular pool freight train service may be operated between Cincinnati, Ohio and Frankfort, Indiana, with home terminal at Frankfort, Indiana and away-from-home terminal at **Cincinnati**, Ohio the route from Cincinnati to New Castle (Cast S. End) Indiana.

Section 2

A. The actual road mileage Cincinnati to New Castle, Indiana (Cast S. End) is 96.0 miles, the actual road mileage from New Castle (Cast S. End) to Muncie 17.3 miles, and the actual road mileage from Muncie to Frankfort, 61.0 miles, a total of 174.3 miles.

Section 3

A. Conductors and trainpersons will be entitled to man the total trips operated in the Cincinnati-Frankfort service as set forth below:

<u>Former Sandusky District</u>	<u>% of Trips Operated</u>
Sandusky Division	46%
New Castle Division	22%
Peoria Division	32%

Section 4

A. In dispatching a crew to relieve a Cincinnati-Frankfort crew en route due to the Hours of Service Act, the following will govern:

WESTBOUND

Crew being relieved
between Cincinnati and Muncie

(1) A crew assigned to Cincinnati-Frankfort service or (2) Frankfort extra employees used to fill vacancies on Cincinnati-Frankfort runs; or by a New Castle District crew, if available, which crew will be dead-headed back to Muncie.

Crew being relieved at Muncie or
between Muncie and Frankfort

(1) A crew assigned to Cincinnati-Frankfort service or (2) Frankfort extra employees used to fill vacancies on Cincinnati-Frankfort runs; or a Frankfort District westbound crew operating in the territory or available at Frankfort.

EASTBOUND

Crew being relieved
between Frankfort and Muncie

(1) A crew assigned to Frankfort-Cincinnati service or (2) Frankfort extra employees used to fill vacancies on Frankfort-Cincinnati runs.

Crew being relieved at Muncie or
between Muncie and Cincinnati

(1) A crew assigned to Frankfort-Cincinnati service or (2) Frankfort extra employees used to fill vacancies on Cincinnati-Frankfort runs; or by a New Castle District crew, if available, which will be deadheaded back to Muncie.

Section 5

A. switching — Cincinnati and Frankfort Yards: Crews assigned to the service provided for herein will not be required to perform yard switching service at Cincinnati or Frankfort Yards except service which may be performed by road crews under effective Schedule and National Agreements.

Section

A. Employees assigned to this service will not be permitted to lay off at Cincinnati except in bona fide emergency cases, and under such circumstances the vacancy will be filled from the appropriate Frankfort, Indiana extra board.

B. In case of an employee laying off at Cincinnati when there is sufficient time to furnish an extra person from the appropriate Frankfort extra board without delay to the train, an extra person from the appropriate extra board protecting vacancies at Muncie, Indiana will be used and upon his/her arrival at Frankfort will be released from duty and deadheaded to Muncie.

C. Employees laying off under the circumstances described in subsection (A) and (B) hereof, will, when reporting for work, be required to do so at Frankfort

Section 7

Conductors who established seniority prior to November 13, 19 75 will not be required to lose time in order to qualify over any portion of the territory between Cincinnati and Frankfort.

Section

Crews operated in the Cincinnati-Frankfort service may, without additional compensation, perform the following service en route:

- (1) Pick up and/or set out at any point between Cincinnati and Frankfort.
- (2) Perform any local switching service on the portions of track between Cincinnati and New Castle.

Section 9

A. The following will be applicable to crews operating Cincinnati-Frankfort interdivisional service:

- 1 Crew in this service will be paid in accordance with applicable National Agreements.
2. When crews 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 service established hereunder, the Carrier shall authorize and provide suitable transportation for the crews.
3. Crews will be allowed a \$6.00 meal allowance after four hours at the away-from-home terminal and another \$6.00 allowance after being held an additional eight hours.
4. The Carrier shall determine the conditions under which such crews may stop to eat. When crews are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1 .50 for the trip.

Section 10

In the application of final terminal delay rules, the point where final terminal delay time begins at Cincinnati will be Hopple Street at MP CSX 4.0.

Section 11

Crews operating in the Frankfort-Cincinnati interdivisional service will not be tied up en route, but rather, will be deadheaded or continued in service to their final terminal.

Section 12

A. Employees who are required to reverse the direction of their train at Muncie on either eastbound or westbound trips by pulling by the connection between the New Castle and Sandusky Districts and handling their caboose from one end of train to the other and/or running around their train will be allowed the additional miles operated in making such movements.

Section 13

In order to protect vacancies in the Frankfort-Cincinnati service, it will be necessary to establish an extra board for trainpersons at Frankfort composed of trainpersons holding seniority on the former Sandusky, New Castle and Peoria Divisions.

G. BELLEVUE/ SANDUSKY, OHIO - PORTSMOUTH. OHIO

1

The home terminals for the crews in this service will be as follows:

Home terminal for the Sandusky District Scioto Division crews will be Bellevue-Sandusky, Ohio.

Home terminal for the Columbus District Scioto Division crews will be Portsmouth, Ohio.

Section 2 - ALLOCATION OF ASSIGNMENTS

Employees from the Columbus District will be entitled to 50% and employees from the Sandusky District will be entitled to 50% of the interdivisional pool freight service (mileage).

Actual mileage between Portsmouth and Columbus is 98.77 miles; actual miles between Columbus and Bellevue is 103 miles.

Section 3 - MILEAGE REGULATIONS

The mileage regulation will be as provided in Article 24

Section 4 - EOUALIZATION OF ASSIGNMENTS

A. For the purpose of equalizing the pool freight assignments, the Carrier will maintain a record of the miles operated by the assignments of each district and will compute the accumulation of over or under miles operated.

B. On or before the 15th of the first month in each quarter, the Carrier will furnish a statement to the interested General and Local Chairpersons of the UTU, showing the total miles operated by the assignments (regular and extra) of each district during the preceding quarter.

C. Within 10 days from issuance of the quarterly mileage statements, the Carrier will make an equalization adjustment by reducing the number of allocated crews from the district having the overage or by increasing the number of crews used from the district having the shortage, or both, provided that the overage involved amounts to 3800 miles or more.

D. If the overage is less than 3600 miles, such overage will be carried over to the next quarter.

E. From the date offered, any portion of recovery miles not protected will be forfeited.

Section 5 - ACTIVE AND INACTIVE BOARDS

A. Active and Inactive boards will be maintained at Portsmouth and Bellevue for conductors and brakepersons for this service.

B. Crews 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 crews on that board exceed the quota of that inactive board, move the first out inactive crew to the bottom of the active board.

C. Each crew arriving at their away-from-home terminal will be placed at the bottom of the active board. If the number of crews on the active board exceeds the quota of that active board, the first out crew will immediately be either called for service or deadheaded at the time such quota is exceeded.

D. 1. The total number of crews to be assigned to be determined as provided in Section 3. The Carrier 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.

2. The quota will not be changed at other than the semi-monthly checking period without conference with the Local Chairperson.

3. 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 PM. 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.

E. Crews will be called (first-in first-out) from the active board at each terminal. If there are no crews available with proper rest under the Hours of Service Law on the active board, then the first-out crew from the inactive board with proper rest will be called. Should there be no crew on either board which is properly rested, an extra crew will be called and, on arrival at the opposite terminal, if a crew in this service is available at that terminal the extra crew will be promptly deadheaded to its home terminal.

F. Vacancies on crews at the home terminal of the assignments will be filled from available persons on the extra list at the home terminal.

G. Employees assigned in either pool will not be permitted to lay off at the away-from-home terminal of the assignment, except in bona fide emergency cases, and under such

circumstances the vacancy will be filled by an extra person protecting vacancies at the away-from-home terminal. An employee filling a vacancy under these circumstances will, upon arrival at the opposite terminal, be promptly deadheaded back to his/her home terminal, pursuant to the terms of the applicable deadhead rule.

H. An employee displacing another employee in this service may only do so at the home terminal of the assignment to which he/she is exercising his/her displacement rights.

I. Extra crews will be manned by extra employees at the terminal from which the service originates, Bellevue-Sandusky or Portsmouth.

j. If relief is required for a pool freight assignment in this service under the Hours of Service Act, or for an individual employee in the territory:

1. Portsmouth to and including Columbus, in either direction, a Columbus District extra crew or employee, as the case may be, will be used.
2. Columbus to and including Bellevue, in either direction, a Sandusky District extra crew or employee, as the case may be, from the nearest extra list will be used.
3. Upon completion of the relief service provided in (1) or (2) above, the extra crew or extra employee will be promptly deadheaded to their home terminal. An extra relief crew may perform only that service which the crew it relieves could properly perform.

NOTE: It is not the purpose of this Section to permit the use of other regular or irregular assignments to supplant use of extra employees or crews unless the respective extra boards are exhausted.

K. Employees with a seniority date before October 15, 1976 will not be required to lose time to familiarize themselves or to qualify over the territory between Bellevue-Sandusky to Portsmouth, Ohio.

Section 6 - GENERAL CONDITIONS

A. Members of crews operating in interdivisional through freight service shall not thereby acquire any seniority beyond the limits of their own seniority district

B. Crews in this interdivisional service will not be tied up for rest between Bellevue-Sandusky Consolidated Terminal and Portsmouth, Ohio in either direction.

C. Employees with a seniority date before October 15, 1976 will not be required to lose time to familiarize themselves or to qualify over the territory which they hold no permanent seniority.

D. 1. Crews in this service may go on and off duty at the New Administration Building, Bellevue, Ohio, regardless of where they may receive or yard their train in the Bellevue-Sandusky Consolidated Yard.

2. Crews in this service will go on-and off duty at West Yard, Portsmouth, Ohio.

E. When crews are required to board or detrain at a point, other than the on-off duty point, within the terminal, when the distance exceeds 1,600 feet, transportation in a suitable enclosed passenger motor vehicle shall be provided, consistent with present and future available roadways. Where transportation is now provided to the head end crew members, such transportation will continue to be provided.

NOTE: It is understood that where crews in this service yard their train as described above which requires transportation, it will be provided promptly direct to point of relief, this not to exclude the assembling of members of the crew.

F. All miles over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.

G. Employees will be allowed a \$6100 meal allowance after four (4) hours at the away-from-home terminal and another \$6.00 allowance after having been held an additional eight (8) hours.

H. Crews in this service will not be allowed to stop and eat and will be paid \$1 SO per tour of duty in lieu thereof, including crews and/or individual employees deadheading on interdivisional runs.

I. Crews arriving at the away-from-home terminal or the home terminal will be placed on the inactive or active board on the basis of the time of their arrival-at the yard limit board. Employees deadheading on pool freight train will be marked up on the inactive or active board on the basis of time of their arrival at the yard limit board and ahead of the crew with which they are

deadheaded. Employees deadheading on other than inter-divisional pool trams will be marked up on the inactive or active board at the time they register.

Section 7 - PROTECTION

A. Article XIII of the National Mediation Agreement of January 27, 1972 is made a part of this Agreement.

Section 8 - INVESTIGATION AND TRIAL

An employee required to attend an investigation or trial which concerns an occurrence involving an interdivisional crew and which is held at other than his/her home terminal will be paid deadhead allowance in both directions between his/her home terminal and the location at which the investigation or trial is held and actual necessary expenses for meals and lodging while thus required to be away from home, irrespective of whether or not he/she is found to be at fault in connection with the occurrence investigated. It is understood that if the investigation or trial 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.

H. BELLEVUE, OHIO - BUFFALO, NEW YORK

Section 1 ASSIGNMENT OF CREWS

A. Crews will be assigned in regular or pool service.

B. Bellevue, Ohio will be the home terminal for crews at Bellevue in this service and Buffalo, New York will be home terminal for crews at Buffalo in this service.

C. If an interseniority district pool would be established, it will consist of a sufficient number of crew(s) to properly take care of the traffic and provide an average of between 3,900 and 4,200 miles per month.

D. Intradivisional crews will only be used in terminal to terminal service.

Section 2 - RATES OF PAY

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 October 31, 1985 as amended by Article I, Section 8 of the June 1, 1996 National Agreement by the number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

B. Crews operating in this service will be allowed the miles actually operated

C. "B" District crews will be entitled to 50% and "C" District crews will be entitled to 50% of the service. The number of crews initially protecting this service will be equally divided between the two districts.

D. A combination road/yard extra board may be established at Buffalo to protect all vacancies.

Section 3 - LEARNING THE ROAD

Conductors who entered the service prior to January 15, 1990 will not be required to lose time in order to qualify over any portion of the territory between Bellevue, Ohio and Buffalo, New York.

Section 4 - LAYING OFF

A. Crews assigned in or used in this pool will not be permitted to lay off at other than home terminal to 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 crew laying off holds seniority. A crew 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 a person laying off at the away-from-home terminal in emergency, when there is insufficient time to furnish an extra persons from the roster on which the person laying off holds seniority, an extra person from the extra board at the terminal at which the person laid off, will be used if available, and upon his/her arrival at the opposite terminal released from duty and deadheaded to the location of the extra board from which he/she was dispatched.

Section 5 - ACTIVE AND INACTIVE CREW

A. Crews with home terminal at Buffalo arriving at Bellevue will be marked at the foot of the active board in the order of their arrival.

B. Crews with home terminal at Bellevue arriving at Buffalo will be marked at the foot of the active board in the order of their arrival.

C. Crews 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 crews on that board exceed the quota of that inactive board, move the first out inactive crew to the bottom of the active board.

D. There will be sufficient number of employees assigned from each district to properly take care of the traffic and jointly take care of the active turns. 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 employees assigned. The quota will not be changed at other than the semi-monthly checking period without conference with the Local Chairperson.

E. Employees 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.

F. Employees 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.

G. In the event there is no employee on the active board with the time to work provided for in Paragraph (E) or (F), above, whichever is applicable at the time it is necessary to call an employee, the employee first out on the inactive board with the work time provided in Paragraph (E), above, will be used and marked at the foot of the active board at the opposite terminal on arrival, and following such arrival, the employee first out at such opposite terminal having home terminal at point from which employee was dispatched from inactive board will be

deadheaded to the home terminal on first available train and paid in accordance with deadhead rules.

NOTE: The phrase “at the time it is necessary to call a crew”, as used in Paragraph (g), means one (1) hour and thirty (30) minutes prior to the time for which the train is ordered.

H. In the event no crew on either the active or inactive board has the work time provided for in Paragraph (E) or (F) , above, whichever is applicable, and it is necessary to use an extra crew, such 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 rules and will be marked up for service on arrival. In event the train cannot be manned in accordance with the foregoing, then the crew standing first out on the active board will be used.

I. When the number of crews with home terminal at Buffalo falls below two (2), the active and inactive boards will be dissolved and the pools will work out of both terminals on a first in first out basis.

Section 6 - PROTECTION

A. The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the application of this Article

B. Employees whose seniority date is before January 15, 1990 with residence at Conneaut voluntarily bidding in a position with home terminal at Buffalo would be entitled to the benefits contained in Sections 10 and 11 of the Washington Job Agreement except that he/she will be allowed five (5) working days instead of “two working days” as provided in Section 10 of said Agreement, and in addition to such benefits shall receive a transfer allowance of \$400.00. The National Mediation Board is substituted for the Interstate Commerce Commission in Section 11 (d) of said Agreement.

Section 7 - GENERAL

A. 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 owed or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

B. On runs established hereunder crews will be allowed a \$6.00 meal allowance after

four (4) hours at the away-from-home terminal and another \$6.00 allowance after being held an additional eight (8) hours.

C. 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, crew members shall be paid an allowance of \$1 SO for the trip.

D. This Agreement does not change or affect any of the present Schedule Rules except as may be specifically provided for herein.

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SECTION 8 - Side Letters

January 15, 1990

Side Letter No. 1
IN-1 Bellevue, OH to Buffalo, NY

Mr. D. G. Strunk
General Chairman, UTU-CET
8 17 Kilbourne Street
Bellevue, Ohio 44811-9407

Dear Sir

This is in reference to agreement reached concerning the establishment of intraseniority district through freight service between Bellevue, Ohio and Buffalo, New York.

Initially those assignments identified in our conference on November 2, 1989 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 assigned service.

Yours truly,

/s/R. S. Spenski

I agree:

/s/D. G. Strunk
General Chairman, UTU

January 15,1990
Side Letter No. 2
IN-1 Bellevue, OH to Buffalo, NY

Mr. D. G. Strunk
General Chairman, UTU-CET
817 Kilbourne Street
Bellevue, Ohio 448 1 1-9407

Dear Sin

This is in reference to agreement reached concerning- the establishment of intraseniority district through freight service between Bellevue, Ohio and Buffalo, New York.

It was agreed that Buffalo, New York will be the home terminal for crews who are assigned to this service who were working in road or yard service between Conneaut and Buffalo on the date the Carrier served notice to implement the service provided for in this agreement.

It was further agreed that active and inactive boards shall be maintained at Bellevue and Buffalo subject to this following conditions:

- (a) Crews with home terminal at Buffalo arriving at Bellevue will be marked at the foot of the active board in the order of their arrival.
- (b) Crews with home terminal at Bellevue arriving at Buffalo will be marked at the foot of the active board in the order of their arrival.
- (c) Crews 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 crews on that board exceed the quota of that inactive board, move the first out inactive crew to the bottom of the active board.
- (d) There will be sufficient number of crews assigned from each district to properly take care of the traffic and jointly take care of the active turns. 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 chairman.
- (e) 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.

- (f) Crews 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.
- (g) In the event there is no crew on the active board with the time to work provided for in Paragraph (e) or (f), above, whichever is applicable, at the time it is necessary to call a crew, the crew first out on the inactive board with the work time provided for in Paragraph (e), above, will be used and marked at the foot of the active board at the opposite terminal on arrival, and following such arrival, the crew first out at such opposite terminal having home terminal at point from which crew was dispatched from inactive board will be deadheaded to the home terminal on first available train and paid in accordance with deadhead- rules.

Note: The phrase "at the time it is necessary to call a crew," as used in Paragraph (g) , means (1) hour and thirty (30) minutes prior to the time for which the train is ordered.

- (h) In the event no crew on either the active or inactive board as the work time provided for in Paragraph (e) or (f), above, whichever is applicable, and it is necessary to use an extra crew, such 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 rules and will be marked up for service on arrival. In event the train cannot be manned in accordance with the foregoing, then the crew standing first out on the active board will be used.
- (i) When the number of crews with home terminal at Buffalo falls below two (2), the active and inactive boards will be dissolved and the pools will work out of both terminals on a first in first out basis.

Yours truly,

/s/R. S. Spenski

I agree:

/s/ D. G. Strunk
General Chairman, UTU

**January 15, 1990
Side Letter No. 3
IN-1 Bellevue, OH to Buffalo, NY**

**Mr. D. G. Strunk
General Chairman, UTU-CET
8 17 Klbourne Street
Bellevue, Ohio 448 1 1-9407**

Dear Sir:

This refers to the negotiations relative to the ID Agreement signed this date. It was agreed:

An intradivisional crew will only be used in terminalI to terminal service.

Yours truly,

/s/ R. S. Spenski

I agree:

**/s/D. G. Stnmk
General Chairman, UTU**

January 15, 1990
Side Letter No. 4
IN-1 Bellevue, OH to Buffalo, NY

Mr. D. G. Strunk
General chairman, UTU-CET
817 Kilbourne Street
Bellevue, Ohio 448 1 1-9407

Dear Sir:

This is in reference to agreement reached concerning the establishment of intraseniority district through freight service between Bellevue, Ohio and Buffalo, New York.

A combination road/yard extra board may be established at Buffalo, New York to protect all vacancies out of Buffalo.

Yours truly,

/s/R. S. Spenski

I agree:

/s/ **D. G. Strunk**
General Chairman. UTU

January 1.5, 1990
Side Letter No. 5
IN-1 Bellevue, OH to Buffalo, NY

Mr. D. G. Strunk
General Chairman, UTU-CET
8 17 Kilbourne Street
Bellevue, Ohio 44811-9407

Dear Sir:

This refers to the negotiations relative to the ID -Agreement signed this date. During our negotiations it was agreed:

The "Stack" trains that are presently being operated between Chicago and Buffalo will not be operated in this ID service except with a crew consist as provided for in the September 1, 1984 Crew Consist Agreement.

It was further understood that, initially, the trains that will be operated in this service will be 146, 304,145 and 309.

Yours truly,

/s/R S. Spenski

I agree:

/s/D. G. Strunk
General Chairman, UTU

January 15, 1990
Side Letter No. 6
IN-1 (Bellevue, OH to Buffalo, NY)

Mr. D. G. Strunk, General Chairman
United Transportation Union
8 17 Kilbourne Street
Bellevue, OH 448 11

Dear Mr. Strunk:

This is in reference to agreement reached concerning the establishment of intraseniority district through freight service between Bellevue, Ohio and Buffalo, New York

In view of the special circumstances existing in these runs and in an effort to encourage employees to bid on positions in interdivisional service, it was agreed that any employee with residence at Conneaut voluntarily bidding in a position with home terminal at Buffalo would be entitled to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement except that he will be allowed five working days instead of "two working days" as provided in Section 10 of said Agreement, and in addition to such benefits ~~shall~~ receive a transfer allowance of \$400.00. The National Mediation Board is substituted for the Interstate Commerce Commission in Section 11 (d) of said Agreement.

This understanding is reached without prejudice and without precedent to the position of either party and will not be cited in the handling of any similar disputes or agreements.

Very truly yours,

/s/ R. S. Spenski

I agree:

/s/D. G. Stnmk
General Chairman, UTU

I. FORT WAYNE, INDIANA - BUCYRUS, OHIO

Section 1 - ASSIGNMENT OF CREWS

A. Crews will be assigned in regular or pool service unless other arrangements are made between the Local Chairperson and the Division Superintendent. Initially, the assignments will be operated in pool service. The parties will meet to discuss the arrangements if it is decided to operate any crew in assigned service.

B. Fort Wayne, Indiana will be the home terminal for this service and Bucyrus, Ohio will be the away-from-home terminal.

C. If an interseniority district pool would be established, it will consist of a sufficient number of crew(s) to properly take care of the traffic and provide an average of between 3,900 and 4,500 miles per month.

Section 2

A. Interseniority district trams requiring relief on line of road under the Hours of Service Law will be relieved by the extra board at Fort Wayne if the crew outlaws west of Milepost B279. Relief crews from the extra board at Bellevue will be used if the crew outlaws at, or east of, Milepost B279. Trains requiring relief on line of road south of Milepost S96 (Flat Rock) will be relieved by Sandusky District (PRR extra list) crews.

B. Location of the diesel unit 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 day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 3 I, 1985 as amended by Article I, Section 8 of the June 1,1996 National Agreement by the number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

B. Employees operating in this service will be allowed the miles actually operated.

C. Trainpersons required to report or be released at a location other than the designated on/off duty point will be paid in accordance with applicable schedule rules.

Section 4 - EQUITY

A. The mileage to be operated between Fort Wayne and Bellevue is one hundred twenty-nine (129) miles. The mileage to be operated between Bellevue and Bucyrus is thirty-three (33) miles.

B. Fostoria District employees will have rights to 80% of the mileage made in this service. Sandusky District employees will have rights to 20% of the mileage in this service.

For the purpose of computing and readjusting equities due any prior right seniority district in the allocation of crews in this service under the provisions of Section 4 hereof, the Company will furnish the interested Local Chairperson for each calendar month a record of the number of trips made by regular and extra crews on each prior right seniority district manning trains in this service.

C. In the event no Sandusky District employee bids on an assignment in this service accruing to the Sandusky District, the assignment will revert to the Fostoria District. The Sandusky District will retain displacement rights to the position during such recovery period.

D. For the purpose of initially equalizing the mileage in this interseniority district service, Fostoria District employees will protect the service for eight (8) calendar months beginning on the date of implementation of service. Sandusky District employees will protect the service for the following two (2) calendar months. This rotation will continue, subject to the exception contained in Section C above. If a crew is at the away-from-home terminal on the date that service is scheduled to transfer between seniority districts, such transfer will occur following the return trip.

Section 5 - LAYING OFF

A. Irregular vacancies at the home terminal will be filled pursuant to schedule rules by extra employees at the home terminal of the assignment. Vacation and other known vacancies may be filled by senior employees making application, otherwise, such vacancies shall be filled from the extra board at the home terminal.

B. 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.

C. In case of an employee laying off at the away-from-home terminal on his/her 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 promptly deadheaded back to his/her home terminal and be paid in accordance with the applicable deadhead rules in effect

Trainpersons called and used in accordance with this paragraph (C) will not be required to take rest and commence another trip out of the location/terminal.

Section 6 - PROTECTION

A. The provisions of Article XIII of the January 27,1972 Agreement will apply to crews adversely affected by the application of this Section.

Section 7 - GENERAL

A. 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 and provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

B. On runs established hereunder crews will be allowed a \$6.00 meal allowance after four (4) hours at the away-from-home terminal and another \$6.00 allowance after being held an additional eight (8) hours.

C. This Agreement does not change or affect any of the present Schedule Rules except as may be specifically provided for herein.

D. For purposes of computing initial and final terminal delay, existing points at Fort Wayne will govern at that terminal. At Bucyrus, the signal or switch entering the siding at Bucyrus will govern as the final terminal delay point.

E. Employees will not be required to lose time qualifying over any portion of the territory. A maximum of five (5) round trips will be authorized for trainpersons to become qualified if necessary over the territory.

F. When pilots are required to be utilized in accordance with Schedule Rules, they will be called from the extra list covering the seniority district of the territory to be traversed.

G. In connection with Section 4, Paragraph D the parties agree that if traffic increases significantly, either party may request a meeting which will be held within 30 days of notification, unless otherwise agreed to, to discuss the restructuring of the equity between the districts.

H. Fostoria District crews in this pool will not be used in work or construction service. They 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 tram which would prevent the movement of their train, and;
3. May be dispatched in wreck train service for wrecking service when there is no other rested crew available to be used and rested extra persons 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.

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J- HMD FORT WAYNE, INDIANA - CHICAGO, ILLINOIS

In further consolidation of Carrier's operations between Montpelier, Ohio and Chicago, Illinois, it is agreed:

Section 1

Employees holding seniority on the Huntington-Maumee-Delta (HMD) Districts will be allocated three (3) turns in the Chicago District freight pool. These employees will be assigned the allocated jobs in accordance with their standing on-the HMD seniority roster; provided that, employees with prior rights on the former Gary District will be given preference.

Section 2

Permanent, temporary, and day-to-day vacancies occurring on the allocated jobs will be filled from the HMD seniority roster in accordance with existing rules.

Section 3

In the event there are no bids from HMD seniority district employees for positions bulletined on the allocated jobs, bids from employees holding seniority on the Chicago District (former NKP) seniority roster will be accepted for assignment thereon.

- A. Assignment of Chicago District (former NKP) employees will be consistent with those employees' existing agreements.
- B. Nothing herein will preclude HMD seniority district employees from exercising their seniority rights to these jobs.

Section 4

A. Employees with seniority as to the date of this Agreement residing at Montpelier assigned in Fort Wayne-Chicago service will be entitled to a three (3) hour call for trains going on duty at Fort Wayne.

B. Employees with seniority as of the date of this Agreement residing at Montpelier assigned in Fort Wayne-Chicago service will be allowed on (1) hour and thirty (30) minutes travel allowance in each direction between Montpelier and Fort Wayne in lieu of transportation.

Section 5

A. The Carrier may establish a guaranteed extra board at Fort Wayne, Indiana for former Gary District/HMD District employees in accordance with the provisions of Article IV of the Crew Consist Agreement effective December 6, 199 1.

B. Employees will be assigned to the extra board in accordance with their standing on the HMD seniority roster; provided that, employees with prior rights on the former Gary District will be given preference.

C. This extra board will protect conductor/trainperson vacancies on HMD District assignments between Fort Wayne and Detroit, and between Fort Wayne and Chicago including any service accruing to HMD District which is operated out of Fort Wayne.

D. This extra board and the NIU? Chicago District extra board at Fort Wayne may be utilized to augment each other to fill vacancies on assignments between Fort Wayne and Chicago or between Fort Wayne and Detroit when either extra board is exhausted (no extra employee rested and available for call).

K DECATUR. ILLINOIS - DIAMOND STAR AUTOMOBILE PLANT
(BLOOMINGTON/YUTON, ILLINOIS)

Section 1- EQUALIZATION OF MILEAGE

A. Forrest District (WAB) crew(s) will be entitled to 4.5 percent and. Peoria District (NKP) crew(s) to 5.5 percent of the total miles operated by crew(s) on the inter-seniority district runs in pool freight service operated in the territory between Decatur and DSAP. Crew(s) will be assigned to such interseniority service on that percentage basis.

B. Whenever the crew(s) of one district accumulate in excess of 5,000 miles above their percentage allotment, an adjustment will be made by the division officers and the local committees by reducing the number of crew(s) assigned from the district having the over mileage or by increasing the number of crew(s) assigned from the district having the under mileage, or both.

C. For the purpose of equalizing the mileage in this inter-seniority district service, the company will furnish the UTU Local Chairman a statement showing the actual miles run by crew(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 employee 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 that time, and the assignment will be filled by the appropriate Forrest District employee.

NOTE: When an assignment is advertised to the Peoria District for the purpose of equity recovery, and a Forrest District crew is to be removed, the Forrest District crew will not be removed until such time as an assignment is made to a Peoria District crew. If no application is received from the Peoria roster, the Forrest District crew will remain thereon.

Assignments advertised to the Peoria District for reasons other than for recovering equity will also be advertised to the Forrest District. If no bids are received from the Peoria District employee(s) , then the senior Forrest District employee making application will be assigned.

Assignments advertised to the Forrest District employee(s) will also be advertised to the Peoria District employee(s). If no bids are received from the Forrest District employee(s) , then the senior Peoria District employee(s) making application will be assigned.

Section 2 The Interseniortv District Pool

A) This interseniority district pool will consist of the assignment of a sufficient number of crew(s) to properly talce care of the traffic and provide an average of between 3,200 and 3,800 miles per month.

B) For the purpose of adjusting the number of crew(s) to be assigned in accordance with Section 2(A), the Carrier will furnish the involved UTU Local and General Chairperson a statement of the total miles made by crew(s) in this inter-seniority 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) Crew(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 continuous time basis.

(D) Decatur will be the home terminal for this service and Peoria will be the away-from-home terminal and/or turning point.

(E) 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. Crew(s) will be allowed the additional miles when required to perform the above described service.

(F) If business at DSAP increases to such extent as to require a NKP extra list at Bloomington, the carrier and the organization will consider having discussions concerning making Bloomington/Yuton a home terminal for NKP crew(s) .

(G) Crew(s) working in this service, rested and available at the away-from-home-terminal/turning point, will not be runaround by crew(s) working in turnaround service.

Section 3 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 October 31, 1985 as amended by Article I, Section 8 of the June 1, 1996 National Agreement by the number of miles encompassed in the basic day as of that date. Car scale and 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 \$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.

(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.

Section 4 Miscellaneous Service

(A) Extra crew(s) from the Forrest District at Decatur will be used to protect temporary and vacation vacancies and relief due to the Hours of Service Act and such extra work will not be counted for purposes of equity.

Extra Forrest District crew(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.

Section 5 Existing Schedule Rules

This Agreement does not change or affect any of the present Schedule Rules except as may be specifically provided for herein.

L. PORTSMOUTH, OHIO - HAMILTON, OHIO**Section 1 - ASSIGNMENT OF CREWS**

A. Crews will be assigned in regular or pooled service unless other arrangements are made between the Local Chairperson and the Division Superintendent.

B. Portsmouth will be the home terminal for the crews in this service, and Hamilton will be the away-from-home terminal.

C. Initially, this service will be operated in the existing Portsmouth-Cincinnati freight pool until such time as the service increases to permit this service to be operated as described in Section 1 A. When a crew in the Portsmouth-Cincinnati freight pool is used in this service, they will operate under the terms of the above mentioned Agreement. Crews in this service will go on and off duty in Cincinnati. When it is decided to make Hamilton the on and off duty point for this service we will meet to discuss the arrangements.

Section 2 - HOURS OF SERVICE RELIEF

Interseniorty district trains requiring relief on line of road under the Hours of Service will be relieved as follows:

A. If a relief crew is to be dispatched through Clare to Portsmouth, then a Cincinnati District will be used.

B. If a relief crew is to be dispatched east of Clare, then a Cincinnati District crew will be used.

Employees in the Cincinnati freight pool used for Hours of Service Relief, upon release from duty, will be marked up first-out in the pool at Cincinnati at the completion of the relief service. Such employees will stand to be used on the first train to Portsmouth when their rest is up.

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

D. If a relief crew is to be dispatched west of Clare for a westward movement, then either a Sandusky or New Castle District crew will be used.

- E. If a relief crew is to be dispatched to be used exclusively on one district, then a crew from that district will be used.
- F. Location of the diesel units will determine location of the tram when the crew outlaws.
- G. When the service increases to permit it to be operated as described in Section 1 A, the parties will meet promptly to discuss how relief service will be operated

The mileage adjustment factor in the agreement dated November 12, 1992 will increase the mileage regulation as the basic day increases.

Section 3 - RATE OF PAY

A. Employees will be paid for actual miles run with a minimum of a basic day. The mileage between Portsmouth and Hamilton is 125 miles.

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 October 31, 1985 as amended by Article 1, Section 8 of the June 1, 1996 National Agreement, by the number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

Section 4 - EQUITY

A. The mileage on the Cincinnati District for equity purposes is 96 miles. The mileage on the New Castle District for equity purposes is 14 miles.

The employees on the Cincinnati District shall have rights to 87% of the total miles run and the employees on the New Castle District shall have rights to 13 % of the total miles run. Deadhead mileage will not accrue.equity.

B. Whenever the employees of one district accumulate in excess of 10,000 miles above their percentage allotment, an adjustment will be made by the division officers and the local committees by reducing the number of employees assigned from the district having the over mileage or by increasing the number of employees assigned from the district having 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 semi-monthly statement showing the actual miles run by employees in this interseniority district service. Copy of this statement will also be furnished to the General Chairmen.

D. In the event that a New Castle District employee fails to make application for the position which has been advertised for the purpose of equity recovery, a Cincinnati District employee will remain on the assignment and work off the New Castle District equity except that a New Castle District employee who acquires a displacement right may exercise his seniority and work off the remaining equity.

E. This interseniority district pool will consist of the assignment of a sufficient number of employees to properly take care of the traffic and provide an average of between 4,223 and 4,723 miles per month.

Section 5 - LAYING OFF

A. Vacancies at the home terminal will be filled pursuant to schedule rules of the Cincinnati road seniority district.

B. 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.

C. In case of an employee laying off at the away-from-home terminal of his assignment in emergency, an extra employee, if needed, from the home terminal will be used and paid in accordance with the applicable deadhead rules in effect.

Section 6 - GENERAL

A. 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.

B. On runs established hereunder, crews will be allowed a \$5.00 meal allowance after 4 hours at the away-from-home terminal and another \$5.00 allowance after being held an additional 8 hours.

C. Where the lodging provided the Carrier at the away-from-home terminal is more than one-half mile from the on-duty and/or off-duty point, the Carrier shall provide suitable transportation [as defined in paragraph A] for the employees using the lodging facility, between the on-duty and/or off-duty point and the lodging facility.

D. Employees having an employment relationship on the effective 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 for which interseniority district service is being operated.

E. Except as provided in Article II, employees in this service will be called for terminal to terminal service.

F. This Agreement changes scheduled agreements only to the extent necessary to implement service as set forth herein.

Section 7 - PROTECTION

The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the application of this Agreement.

M. FORT WAYNE, INDIANA - CONNEAUT, OHIO**Section I- ASSIGNMENT OF CREWS**

A. Employees will be assigned in regular, pooled, or extra service unless other arrangements are made between the Local Chairperson and the Division Superintendent. Crews in this service will only be used in terminal to terminal service.

B. Ft. Wayne, Indiana will be the home terminal for Fostoria District crews in this service and Conneaut, Ohio will be the away-from-home terminal.

C. Conneaut, Ohio will be the home terminal for Cleveland District crews in this service and Ft. Wayne will be the away-from-home terminal.

Section 2 -

A. Interseniorty 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 upon which district the crew outlaws.

B. Location of 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 day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985, as amended by Article I Section 8 of the June 1, 1996 National Agreement, by the number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

B. Crews operating in this service will be allowed the miles actually operated.

C. Prior right "F" District employees will be entitled to 50% and prior right "C" District employees will be entitled to 50% of the service. The number of crews initially protecting this service will be equally divided between the two districts. In the event there is an odd number of crews assigned in this service, the "C" District will man the odd crew.

Section 4 - LEARNING THE ROAD

A. In the application of this agreement, conductors who entered the service prior to its effective date will not be required to lose time in order to qualify over any portion of the territory between Ft. Wayne, Indiana and Conneaut, Ohio.

Section 5 - LAYING OFF

A. Employees assigned in or used in this pool will not be permitted to lay off at other than the home terminal to 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 crew 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 employee laying off at the away-from-home terminal in emergency, when there is insufficient time to furnish an extra employee from the roster on which the employee laying off holds seniority, an extra employee from the extra board at the terminal at which the employee 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.

C. Irregular vacancies at the home terminal will be filled pursuant to schedule rules by extra employees at the home terminal of the assignment. Vacation and other known vacancies may be filled by senior employees making application, otherwise, such vacancies shall be filled from the extra board. Conneaut vacancies shall be filled from the Conneaut "B" District extra board.

Section 6 - Protection

A. The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the application of this Agreement.

Section 7 - General

A. 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.

B. On runs established hereunder crews will be allowed a \$6.00 meal allowance after four (4) hours at the away-from-home terminal and another \$6.00 allowance after being held an additional eight (8) hours.

C. In order to expedite the movement of interdivisional runs, crews on run 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.

D. This agreement does not change or affect any of the present schedule rules except as may be specifically provided for herein.

N. DETROIT, MICHIGAN - BELLEVUE, OHIO

Section 1 - Assignment of Crews

A. Employees will be assigned in regular, pooled or extra service unless other arrangements are made between the Local Chairperson and the Division Superintendent. Crews in this service will only be used in terminal to terminal service.

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 - Rates of Pay

A. All miles run in excess of the miles encompassed in the basic day shall be paid as for at a rate calculated by dividing the basic daily rate in effect on October 3 1, 1985, as amended by Article 1, Section 8 of the June 1,1996 National Agreement by number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply to mileage rates calculated with this provision.

B. Employees operating in this service will be paid for actual miles run with a minimum of a basic day. The mileage between Detroit and Bellevue is I 16 miles.

Section 3 Eavity

A. The Detroit District shall have rights to 50% of the mileage made in this service, while the Toledo District will have 50% of the mileage.

B. For the purpose of equalizing the mileage in this interseniority district service, the company will furnish the UTU Local Chairmen a bi-weekly statement beginning on Saturday and ending on Friday which shows actual miles run by employees in this inter-seniority district service. Copy of this statement will also be furnished to the General Chairman.

C. Whenever the employees 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 employees assigned from the district having the over mileage or by increasing the number of employees assigned from the district have the under mileage, or both.

D. Mileage regulation will be determined by the applicable agreements in effect for the respective pools.

Section 4 - 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, when reporting for work, will be required to do so at the home terminal of the assignment.

B. In the 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 5 - General

A. When an employee 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 employee.

B. On runs established hereunder employees will be allowed a \$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 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.

D. Interdivisional district trains requiring relief, if necessary, on line or road under the Hours of Service Law will be relieved as follows:

1. If a relief employee is to be dispatched through Toledo, an ID employee will be used.
2. If a relief employee is to be used exclusively in the territory between Detroit and Toledo, a Detroit District employee will be used. If the relief employee is to be used exclusively in the territory between Toledo and Bellevue, a Toledo District employee will be used.

E. Employees having an employment relationship on the effective date of this Agreement will not be required to lose time qualifying over any portion of the territory.

F. This agreement changes schedule agreements only to the extent necessary to implement service as set forth herein.

Section 6 - Protection

A. The provisions of Article XIII of the January 27,1972 Agreement shall apply to employees adversely affected by the application of this Agreement.

0. CINCINNATI, OHIO - BELLEVUE, OHIO**Section 1 - Assignment of Crews**

- A. Employees will be assigned in regular, pooled or extra service unless other arrangements are made between the Local Chairperson and the Division Superintendent.
- B. Cincinnati, Ohio will be the home terminal for Cincinnati District crews in this service and Bellevue will be the away-from-home terminal.
- C. Bellevue, Ohio will be the home terminal for Sandusky District crews in this service and Cincinnati will be the away-from-home terminal.
- D. Upon request, that the parties will meet to discuss active/inactive boards.
- E. Crews will not be tied-up for rest between Cincinnati and Bellevue, except in emergency and/or Act of Providence.

Section 2

- A. Interseniorty district trains requiring relief on line of road under the Hours of Service will be relieved by the extra boards of the respective districts, depending upon which district the crew outlaws.
- B. Location of the diesel units will determine location of the train when the crew outlaws.

Section 3 - Bates of Pay

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 October 31, 1985, as amended by Article I Section 8 of the June 1, 1996 National Agreement by the number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

B Crews operating in this service will be allowed the miles actually operated.

C. Cincinnati District employees will be entitled to ___% and Sandusky District employees will be entitled to ___% of the service. The number of crews initially protecting this service will be equally divided between the two districts. In the event there is an odd number of crews assigned in this service, the Cincinnati District will man the odd crew.

Section 4 - Learning the Road

Employees who entered the service prior to its effective date will not be required to lose time in order to qualify over any portion of the territory between Cincinnati, Ohio and Bellevue, Ohio.

Section 5 - Laying Off

A. Employees assigned in or used in this pool will not be permitted to lay off at other than the home terminal. to 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 'crew 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 employee laying off at the away-from-home terminal in emergency, when there is insufficient time to furnish an extra employee from the roster on which the **employee** laying off holds seniority, an extra employee from the extra board at the terminal at which the employee 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.

C. Irregular vacancies at the home terminal will be filled pursuant to schedule rules by extra employees at the home terminal of the assignment. Vacation and other known vacancies may be filled by senior employees making application, otherwise, such vacancies shall be filled from the extra board.

Section 6 - Protection

The provisions of Article XI 11 of the January 27, 1972 Agreement shall apply to crews adversely affected by the application of this Article.

Section 7 - General

A. When a crew is required to report for duty or is relieved from duty at a point other than the one 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

B. On runs established hereunder crews will be allowed a \$6.00 meal allowance after four (4) hours at the away-from-home terminal and another \$6.00 allowance after being held an additional eight (8) hours.

C. 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.

D. This Agreement does not change or affect any of the present schedule rules except as may be specifically provided for herein.

P. MUNCIE TO FT. WAYNE AND PORTLAND. FRANKFORT. INDIANA AND CINCINNATI. OHIO

Section 1 - Assignment of Crews

A. Employees will be assigned in regular, pooled or extra service unless other arrangements are made between the Local Chairperson and the Division Superintendent.

B. Muncie, Indiana will be the home terminal for crews in this service. The away-from-home terminal will be Cincinnati, Ohio. --

C. The working limits of assignments in this service will be between the locations described above. Crews may be turned at convenient points, and may operate and turn through Muncie, Cincinnati, Frankfort, Ft. Wayne and Portland.

D. Crews tied-up for rest at an away-from-home terminal will upon completion of their next tour of duty be tied up at Muncie,

E. When Frankfort-Cincinnati crews and Frankfort extra board employees are rested and available, they will be used for service between Frankfort and Cincinnati in lieu of Muncie pool CREWS.

Section 2 - Relief on Line of Road

A. Interseniorty district trains requiring relief on line of road under the Hours of Service Law will be relieved by crews in this service.

Section 3 - Rates of Pay

A. Crews operating to Frankfort or to Portland will be compensated all miles run in excess of the miles encompassed in the basic day at a rate calculated by dividing the basic day rate of pay in effect on October 31, 1985, as amended by Article I Section 8 of the June 1, 1996 National Agreement, by the number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision. Other service will be paid at the appropriate through freight rate. The Interdivisional rate will be paid when crews run on two (2) districts, otherwise the appropriate freight rate will apply.

B. Employees operating in this service will be paid for actual miles run with a minimum of a basic day.

Section 4 - Equity

A. Equity assignment, consistent with the 199 1 Crew Consist Agreement, will be made without regard to mileage operated, in accordance with the following table:

<u>Number of Crews</u>	<u>Conductor</u>
1	New Castle
2	New Castle
3	Sandusky
4	Peoria
5	New Castle
6	New Castle
7	Sandusky
8	Peoria
9	New Castle
10	New Castle
11	Sandusky
12	Peoria

B. Equity positions will be filled from the district entitled to the equity position(s) .

Section 5 - Laying Off

A. Vacancies at the home terminal will be filled pursuant to Schedule Rules.

B. In case of an employee laying off at the away-from-home terminal 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 be paid in accordance with the applicable rules in effect.

Section 6 - General

The following will apply to employees used in this service that traverse more than one district:

A. 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 1: Involved in this service are the Peoria, Sandusky,
and New Castle Districts.

Note 2: 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 crews will be allowed a \$6.00 meal allowance after four (4) hours at the away-from-home terminal and another \$6.00 allowance after being held an additional eight (8) hours.

C. In order to expedite the movement of interseniority district 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.

D. Where the lodging provided the Carrier at the away-from-home terminal is more than one-half mile from the on-duty and/or off-duty point, the Carrier shall provide suitable transportation (as defined in paragraph (A)] for the employees using the lodging facility, between the on-duty and/or off-duty point and the lodging facility.

E. Employees having an employment relationship on the effective 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 for which interseniority district service is being operated.

F. Crews in this service will be marked-up in the pool according to their respective off-duty times.

G. Points to begin calculation of final terminal delay for employees operating in service established by this Agreement will be as follows:

Northbound on the New Castle District:	6th Street Interlocker
Southbound on the New Castle District:	Gavin Street Switch
Eastbound on the Frankfort District:	Elliott Street Interlocker
Westbound on the Frankfort District:	Yard Board at MP SP 170

H. This Agreement changes scheduled agreements only to the extent necessary.

Section 7 - Protection

A. The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the application of this Agreement.

Section 8 - Side Letters

September 10, 1997

IN- 1 (Muncie to Ft. Wayne and Portland,
Frankfort, Indiana & Cincinnati, Ohio)

CW-UTU-1-3-3

Side Letter No. 1

Mr. D. G. Stnmk, Jr., General Chairman
United Transportation Union
7 Kilbourne Street
Bellevue, Ohio 448 11-9407

Dear Sir:

This refers to the agreement for operating interseniority and district service between Muncie, Indiana and Ft. Wayne, Portland and Frankfort, Indiana and Cincinnati, Ohio.

This letter confirms your understanding with the Transportation Department that employees in this service may receive three (3) hour calls at Muncie, if requested.

Very truly yours,

/s/David N. Ray

I Agree:

/s/D. G. Strunk, Jr.
D. G. Strunk, Jr.
General Chairman

September 10, 1997

IN- 1 (Muncie to Ft. Wayne and Portland,
Frankfort, Indiana & Cincinnati, Ohio)

CW-UTU- 1-3-3

Side Letter No. 2

Mr. D. G. Strunk, Jr., General Chairman
United Transportation Union
8 17 Kilbourne Street
Bellevue, Ohio 448 1 1-9407

Dear Sir:

This refers to the agreement for operating interseniority and district service between Muncie, Indiana and Ft. Wayne, Portland and Frankfort, Indiana and Cincinnati, Ohio.

This letter is to confirm that crews in this service will be marked-up in the pool according to their respective off-duty times.

Very truly yours,

/s/David N. Ray

I Agree:

/s/D. G. Strunk, Jr.
D. G. Strunk, Jr.
General Chairman

September 10, 1997

IN- 1 (Muncie to Ft. Wayne and Portland,
Frankfort, Indiana & Cincinnati, Ohio)

CW-UTU- 1-3-3

Side Letter No. 3

Mr. D. G. Strunk, Jr., General Chairman
United Transportation Union
8 17 Kilbourne Street
Bellevue, Ohio 448 1 1-9407

Dear Sir

This refers to the agreement for operating interseniority and district service between Muncie, Indiana and Ft. Wayne, Portland and Frankfort, Indiana and Cincinnati, Ohio.

This letter is to confirm that crews tied-up for rest at an away-from-home terminal will upon completion of their next tour of duty be tied up at Muncie.

Very truly yours,

/s/David N. Ray

I Agree:

/s/D. G. Strunk, Jr.
D. G. Strunk, Jr.
General Chairman

September 10, 1997

IN- 1 (Muncie to Ft. Wayne and Portland,
Frankfort, Indiana & Cincinnati, Ohio)

CW-UTU- 1-3-3

Side Letter No. 4

Mr. D. G. Strunk, Jr., General Chairman
United Transportation Union
8 17 Kilbourne Street
Bellevue, Ohio 448 1 1-9407

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Dear Sir

This refers to the agreement for operating interseniority and district service between Muncie, Indiana and Ft. Wayne, Portland and Frankfort, Indiana and Cincinnati, Ohio.

This is to confirm that when Frankfort-Cincinnati crews and Frankfort extra board employees are rested and available, they will be used for service between Frankfort and Cincinnati in lieu of Muncie pool crews.

Very truly yours,

/s/David N. Ray

I Agree:

/s/D. G. Strunk, Jr.
D. G. Strunk, Jr.
General Chairman

September 10, 1997

IN- 1 (Muncie to Ft. Wayne and Portland,
Frankfort, Indiana & Cincinnati, Ohio)

CW-UTU- 1-3-3

Side Letter No. 5

Mr. D. G. Strunk, Jr., General Chairman
United Transportation Union
8 17 Kilbourne Street
Bellevue, Ohio 448 1 1-9407

Dear Sir:

This refers to the agreement for operating interseniority and district service between Muncie, Indiana and Ft. Wayne, Portland and Frankfort, Indiana and Cincinnati, Ohio.

This letter is to confirm that prior to the execution of the above mentioned interdivisional agreement, that it may be implemented on a ~~60-day~~ trial period.

Very truly yours,

/s/David N. Ray

I Agree:

/s/D. G. Strunk, Jr.
D. G Strunk, Jr.
General Chairman

September 10, 1997

IN-1 (Muncie to Ft. Wayne and Portland,
Frankfort, Indiana & Cincinnati, Ohio)

CW-UTU- 1-3-3

Side Letter No. 6

Mr. D. G. Strunk, Jr., General Chairman
United Transportation Union
8 17 Kilbourne Street
Bellevue, Ohio 448 1 1-9407

Dear Six

This refers to the agreement for operating interseniority and district service between Muncie, Indiana and Ft. Wayne, Portland and Frankfort, Indiana and Cincinnati, Ohio.

This letter is to confirm that the points to begin calculation of final terminal delay for employees operating in service established by this agreement will be as follows:

- Northbound on the New Castle District: 6th Street Interlocker
- Southbound on the New Castle District: Gavin Street Switch
- Eastbound on the Frankfort District: Elliott Street Interlocker
- Westbound on the Frankfort District: Yard Board at MP SP 170

Very truly yours,

/s/David N. Ray

I Agree:

/s/D. G. Strunk, Jr.
D. G. Strunk, Jr.
General Chairman

February 2, 1997

CW-UTU- 1-45- 1

Side Letter No. 7

Mr. D. G. Strunk, Jr., General Chairman
United Transportation Union
8 17 Kilbourne Street
Bellevue, Ohio 448 1 1-9407

Dear Sir

This refers to the Frankfort-Cincinnati pool crews laying over at Cincinnati used in the "Bear Crew Service".

This letter is to confirm your understanding with the Transportation Department, that Frankfort crews laying over at Cincinnati used in the "Bear Crew Service" will be tied up at Frankfort upon completion of that tour of duty.

Very truly yours,

/s/David N. Ray

I Agree:

/s/D. G. Strunk, Jr.
D. G. Strunk, Jr.
General Chairman

0. FOSTORIA, OHIO - AVON, OHIO**Section 1 - Assignment of Crews**

A. A thirty (30) day trial period will commence upon the inception of this service in which Bellevue will be the home and away-from-home terminal. During this trial period, or thereafter, due to traffic conditions, Carrier may establish this service as outlined in Section 1 C and D below.

B. At the request of either party, the parties will meet to discuss any problems that may arise as a result of this service.

C. Employees will be assigned in road switcher service unless other arrangements are made between the Local Chairperson and the Division Superintendent.

D. Fostoria and/or Avon, Ohio may be the home terminal for crews in this service, and the other location will be the away-from-home terminal.

Section 2 - Relief on Line of Road

A. Interseniorty district trains requiring relief on line of road under the Hours of Service Law will be relieved by the first-out crew in this service.

B. Location of the diesel units will determine location of the train when the crew outlaws.

Section 3 - Rates of Pay

A. The applicable road switcher rate of pay will apply to crews in this service.

Section 4 - Equity

A. Prior right Cleveland District employees shall have rights to 60% of the service and prior right Fostoria District employees shall have 40% of the service. In the event of an uneven number of assignments, the additional assignment will be designated to the Cleveland District employees. Carrier will maintain records of trips operated in this service and when an inequity of 100 trips is reached, one of the assignments in this service will revert -to the other district to recapture its equity. The Carrier will furnish the Local Chairperson a monthly statement showing the trips made by employees in this interseniorty district service. Copy of this statement will also be furnished to the General Chairperson.

B. In the event that either a prior right Cleveland or Fostoria District employee fails to make application for the position that has been advertised for purpose of equity recovery, the employee occupying the assignment will remain on the assignment and work off the district's equity, except that if prior right employees whose district is owed equity acquires a displacement right, they may exercise their seniority and work of remaining equity. Such equity work off is recoverable.

Section 5 - Laying Off

A. Vacancies at the home terminal will be filled pursuant to Schedule Rules.

B. Employees assigned 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.

C. Irregular vacancies at the home terminal will be filled pursuant to Schedule Rules by extra employees at the home terminal of the assignment. Vacation and other known vacancies may be filled by senior employees making application, otherwise, such vacancies shall be filled from the extra board.

Section 6 - Protection

A. The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the application of this Article.

Section 7 - General

A. 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.

B. On runs established hereunder crews will be allowed a \$6.00 meal allowance after four (4) hours at the away-from-home terminal and another \$6.00 allowance after being held an additional eight (8) hours.

C. In order to expedite the movement of the interdivisional runs, crews on run 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 SO for the trip.

D. Employees having a seniority date on the effective date of this Agreement will not be required to lose time qualifying over any portion of the territory.

E. This Agreement changes Schedule Agreements only to the extent necessary to implement service as set forth herein.

R. ST. LOUIS, MISSOURI - COFFEEN, ILLINOISSection 1

Madison District road switcher or local freight assignments, without a reporting time, **may** be established headquartered at St. Louis, Missouri or Decamp, Illinois to handle coal traffic between St. Louis and Litchfield/Winston on the Brooklyn District, to Sorrento, Illinois, via Burlington Northern trackage, and between Sorrento, Illinois and Coffeen, Illinois on the Madison District.

Section 2

Those Madison District employees having rights to this service:

1.	R A. Ross	323-28-6270
2.	G. H. Snodgrass	3 17-40-3226
3.	J. W. Dunham	3 12-42-2520
4.	J. G. Wirtnett	332-34-5 19 1
5.	R L. Pitts	342-24-9532

Section 3

Temporary vacancies shall be filled from the St. Louis extra board.

Note: Temporary, for the purposes of this Agreement, means a vacancy that would not be advertised under the Schedule Rules.

Section 4

Should a permanent must-fill vacancy not be bid-in by an employee in Section 2 above, the vacancy shall be filled from St. Louis Terminal.

Section 5

It is understood that if the Carrier initiates additional operations on the overhead trackage that impacts the movement of coal traffic described herein, the parties will meet for the purpose of negotiating terms and conditions of such additional operations.

Section 6

Nothing herein shall be construed as modifying or amending any of the provisions of the

Agreements between the Carrier and the Organization, including the November 20, 1991 Letter of Agreement concerning the filling of vacancies on the former Cloverleaf territory, except herein as specifically provided.



Territory Covered by the NKP Collective Bargaining Agreement

 NKP Lines