

Frankfort - Cincinnati  
Run Through Agreement

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Frankfort - Cincinnati Run Through Agreement - BLE

1. Basic agreement.
2. Letter requiring notice to commence service.
3. Letter providing engineers will not be tied up enroute.
4. Letter concerning reverse moves at Muncie.
5. Letter establishing equities between former Sandusky - New Castle Division and former Peoria Division Rostermen.
6. Letter concerning suitable lodging.
7. Letter establishing Conrail Local Rights.
8. Agreement establishing interchangeable rights for engineers on the former Sandusky - New Castle Division and former Peoria Division. *and Overleaf*
9. Memorandum of Understanding establishing a pool of crews operating in the Cincinnati-Frankfort Interdivisional Service.
10. Memorandum of Understanding establishing an extra board to protect crews operating in the Cincinnati-Frankfort Interdivisional Service.

between  
Norfolk and Western Railway Company  
and  
Brotherhood of Locomotive Engineers

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THIS AGREEMENT IS FOR THE PURPOSE OF ESTABLISHING INTERDIVISIONAL FREIGHT SERVICE BETWEEN CINCINNATI, OHIO AND FRANKFORT, INDIANA, VIA FORMER TRACKAGE OF PENN CENTRAL (NOW CONRAIL), CHESSIE SYSTEM (BRIDGE MOVEMENT ONLY) AND NORFOLK AND WESTERN RAILWAY COMPANY, PURSUANT TO PUBLIC LAW 93-236 ENACTED JANUARY 2, 1974, TO AUTHORIZE AND DIRECT THE MAINTENANCE OF ADEQUATE AND EFFICIENT RAIL SERVICES IN THE MIDWEST AND NORTHEAST REGION OF THE UNITED STATES AND FOR OTHER PURPOSES. (SEE "NOTE" BELOW)

IT IS AGREED THAT:

- I Norfolk and Western (hereafter referred to as "NW") may operate irregular pool freight train service between Cincinnati, Ohio, and Frankfort, Indiana, such service to be manned by road engineers of NW (former Sandusky and New Castle Districts) 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, being via trackage shown on straightline sketch attached hereto and identified as Attachment "A", thence via trackage of NW New Castle District, New Castle to Muncie, Indiana, and via trackage of NW Frankfort District, Muncie to Frankfort, Indiana.
- II 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.
- III Engineers holding seniority on the former Sandusky-New Castle Division roster will man the Cincinnati-Frankfort service established hereunder, it being understood that the equity rights of engineers of former Peoria Division will be preserved in the application of this agreement. Employees hired in

NOTE: As used in this Agreement, the term interdivisional service includes interdivisional, interseniority district, intradivisional and/or intraseniority district service.

engine service on former Peoria Division after the effective date of this agreement will not have rights to service on Cincinnati-Frankfort Runs.

IV In dispatching a crew to relieve a Cincinnati-Frankfort crew en-route due to the Hours of Service Act, the following will govern:

WESTBOUND

Engineer being relieved  
between Cincinnati and Muncie

(1) An engineer assigned to Cincinnati-Frankfort service or (2) Frankfort engineers used to fill vacancies on Cincinnati-Frankfort runs; or by a New Castle District engineer, if available, which engineer will be deadheaded back to Muncie.

Engineer being relieved at Muncie or  
between Muncie and Frankfort

(1) An engineer assigned to Cincinnati-Frankfort service or (2) Frankfort engineer used to fill vacancies on Cincinnati-Frankfort runs; or an engineer of a Frankfort District westbound crew operating in the territory or available at Frankfort.

EASTBOUND

Engineer being relieved  
between Frankfort and Muncie

(1) An engineer assigned to Frankfort-Cincinnati service or (2) Frankfort engineer used to fill vacancies on Frankfort-Cincinnati runs.

Engineer being relieved at Muncie or  
between Muncie and Cincinnati

(1) An engineer assigned to Frankfort-Cincinnati service or (2) Frankfort engineer used to fill vacancies on Cincinnati-Frankfort runs; or by an engineer of a New Castle District crew, if available, which will be deadheaded back to Muncie.

V Switching - Cincinnati and Frankfort Yards: Engineers 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 engineers under effective schedule and national agreements.

- VI (1) Engineers 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.

In case of an engineer laying off at Cincinnati when there is insufficient time to furnish an extra man from the appropriate Frankfort extra board without delay to the train, an NW extra man from the appropriate extra board protecting vacancies at Muncie, Indiana, will be used and upon his arrival at Frankfort will be released from duty and deadheaded to Muncie.

- (3) Engineers laying off under the circumstances described in subsections (1) and (2) hereof will, when reporting for work, be required to do so at Frankfort.

In the application of this agreement, engineers 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 and Frankfort.

VIII Performance of service enroute:

Engineers operated in the Cincinnati-Frankfort service may, without additional compensation, perform the following service enroute:

Pick up and/or set out at any point between Cincinnati and Frankfort.

Perform any local switching service on the portions of track between Cincinnati and New Castle shown in red on straight-line sketch attached hereto and identified as Attachment "A".

IX The following will be applicable to engineers operating in Cincinnati-Frankfort interdivisional service:


- (a) All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.
- (b) When engineers 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 such engineers.
- (c) Engineers will be allowed a \$2.00 meal allowance after 4 hours at the away-from-home terminal and another \$2.00 allowance after being held an additional 8 hours.
- (d) The Carrier shall determine the conditions under which engineers may stop to eat. When engineers are not permitted to stop to eat, such engineers shall be paid an allowance of \$1.50 for the trip.

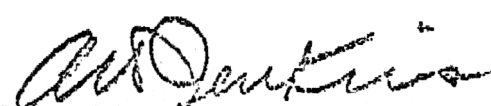
- X In the application of final terminal delay rules, the point where final terminal delay time begins at Cincinnati will be Eastward Home Signal on present PC Line west of Clare Tower.
- XI This agreement does not change or affect any of the present schedule rules except to the extent necessary to give effect to the provisions hereof, nor does it preclude the establishment of other types of service in the territory from Muncie to Cincinnati under former NKP (New Castle District) schedule rules, such as local, work train service, etc.
- XII This agreement will remain in force subject to modification or termination in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Cleveland, Ohio , this 20th day of November, 1975.


THE BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS

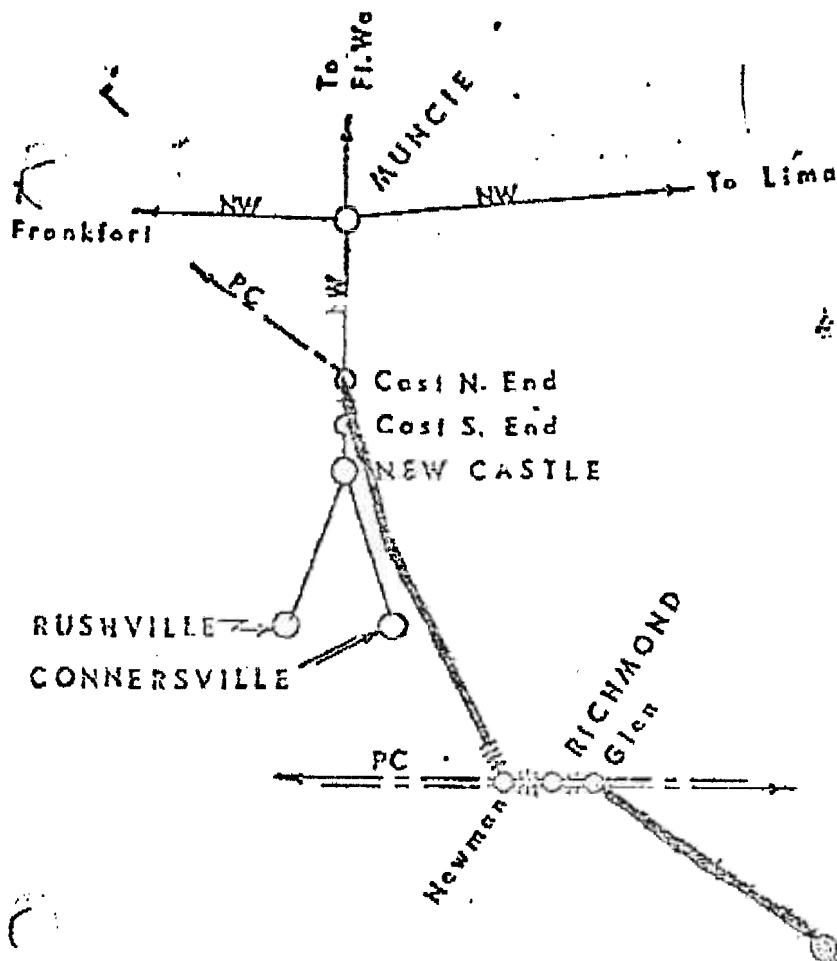
FOR THE NORFOLK AND WESTERN RAILWAY CO.

  
General Chairman

  
Director Labor Relations

APPROVED:

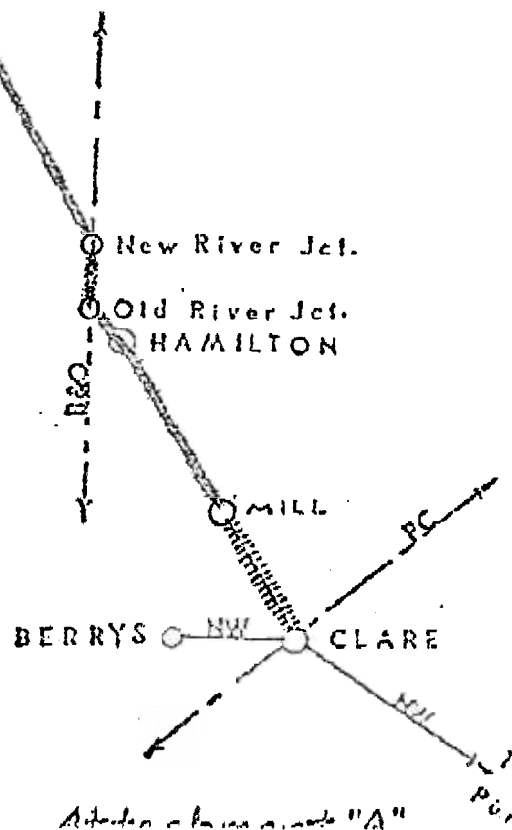
  
Vice President  
Brotherhood of Locomotive Engineers



CLARE, OHIO - NEW CASTLE, IND. PROPOSED  
ACQUISITION OF PENN CENTRAL LINE BY NW

- Existing NW Lines
- NW Outright Ownership
- NW Ownership With Conrail Local Rights
- NW Trackage Rights on Conrail
- NW Trackage Rights on D&O

(Not To Scale)



Attaches to line as note "A"



NW

November 20, 1975

Mr. E. F. Wolf, General Chairman  
Brotherhood of Locomotive Engineers  
909 Coliseum Blvd., North, Suite 203  
Fort Wayne, Indiana 46805

Dear Sir:

This will confirm that the agreement reached this date covering the operation of interdivisional freight service between Cincinnati, Ohio and Frankfort, Indiana, shall become effective after notice in writing to the general chairmen contingent upon the acquisition by Norfolk and Western of the route designated as USRA Project No. OH-12, in Volume 1, Final System Plan, Pages 302, 303 and 350.

Yours very truly,

*A. W. Jenkins*

ACCEPTED:

*E. F. Wolf*  
General Chairman

NW

November 20, 1975

Mr. E. F. Wolf, General Chairman  
Brotherhood of Locomotive Engineers  
909 Coliseum Blvd., North, Suite 203  
Fort Wayne, Indiana 46805

Dear Sir:

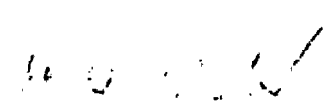
This refers to agreement reached this date covering the operation of interdivisional freight service between Cincinnati, Ohio and Frankfort, Indiana.

It is further understood that engineers operating in the Frankfort-Cincinnati interdivisional service will not be tied up enroute, but, rather, will be deadheaded or continued in service to their final terminus.

Yours very truly,



ACCEPTED:

  
General Chairman,

NW

November 20, 1975

Mr. E. F. Wolf, General Chairman  
Brotherhood of Locomotive Engineers  
909 Coliseum Blvd., North, Suite 203  
Fort Wayne, Indiana 46805

Dear Sir:

This refers to agreement reached this date covering the operation of interdivisional freight service between Cincinnati, Ohio and Frankfort, Indiana.

This will confirm that engineers 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.

It is further understood that any transportation which may be furnished under Section IX (b) will be consistent with available roadways.

Yours very truly,



ACCEPTED:

  
General Chairman

NW

January 19, 1976

Mr. E. F. Wolf, General Chairman  
Brotherhood of Locomotive Engineers  
909 Coliseum Blvd., North, Suite 203  
Fort Wayne, Indiana 46805

Dear Sir:

This refers to agreement dated November 20, 1975 covering the operation of interdivisional freight service between Cincinnati, Ohio and Frankfort, Indiana.

It is understood that letter of understanding made a part of the agreement referred to covering the initial equities of former Sandusky-New Castle Division roster engineers and former Peoria Division roster engineers in the Cincinnati-Frankfort service is modified to provide for the following:

Former Sandusky-New Castle Division - 66.67%  
Former Peoria Division - 33.33%

Yours very truly,

*A. W. Jenkins*

ACCEPTED:

*E. F. Wolf*  
General Chairman

NW

March 15, 1976

File: 23-10-26

Mr. E. F. Wolf, General Chairman  
Brotherhood of Locomotive Engineers  
909 Coliseum Blvd., N., Ste. 203  
Fort Wayne, Indiana 46805

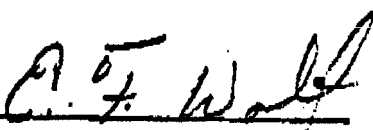
Dear Sir:

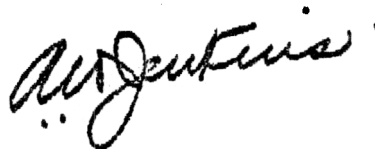
This will confirm that the following facility will be considered as "suitable lodging" at Cincinnati, Ohio, as provided for in Agreement dated June 3, 1965:

Quality Inn - Central  
Norwood, Ohio

Single occupancy; Air-  
conditioned; Transportation  
to be furnished between on  
and off duty point and motel.

Yours very truly,

  
General Chairman - UTU



NW

March 8, 1976

Files: 13-21  
23-10-94

Mr. E. F. Wolf, General Chairman  
Brotherhood of Locomotive Engineers  
909 Coliseum Blvd., North, Suite 203  
Fort Wayne, Indiana 46805

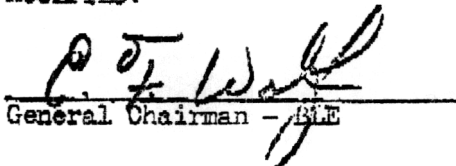
Dear Sir:

This will confirm that agreement dated November 20, 1975 providing for the establishment of interdivisional freight service between Cincinnati, Ohio and Frankfort, Indiana, is amended by recoloring Attachment "A" thereto to the extent that the area from Glen, Indiana to Eaton, Ohio (M.P. 72.4 - M.P. 57.4) will be shown in red (NW Out-right Ownership) instead of orange (NW Ownership With Conrail Local Rights).

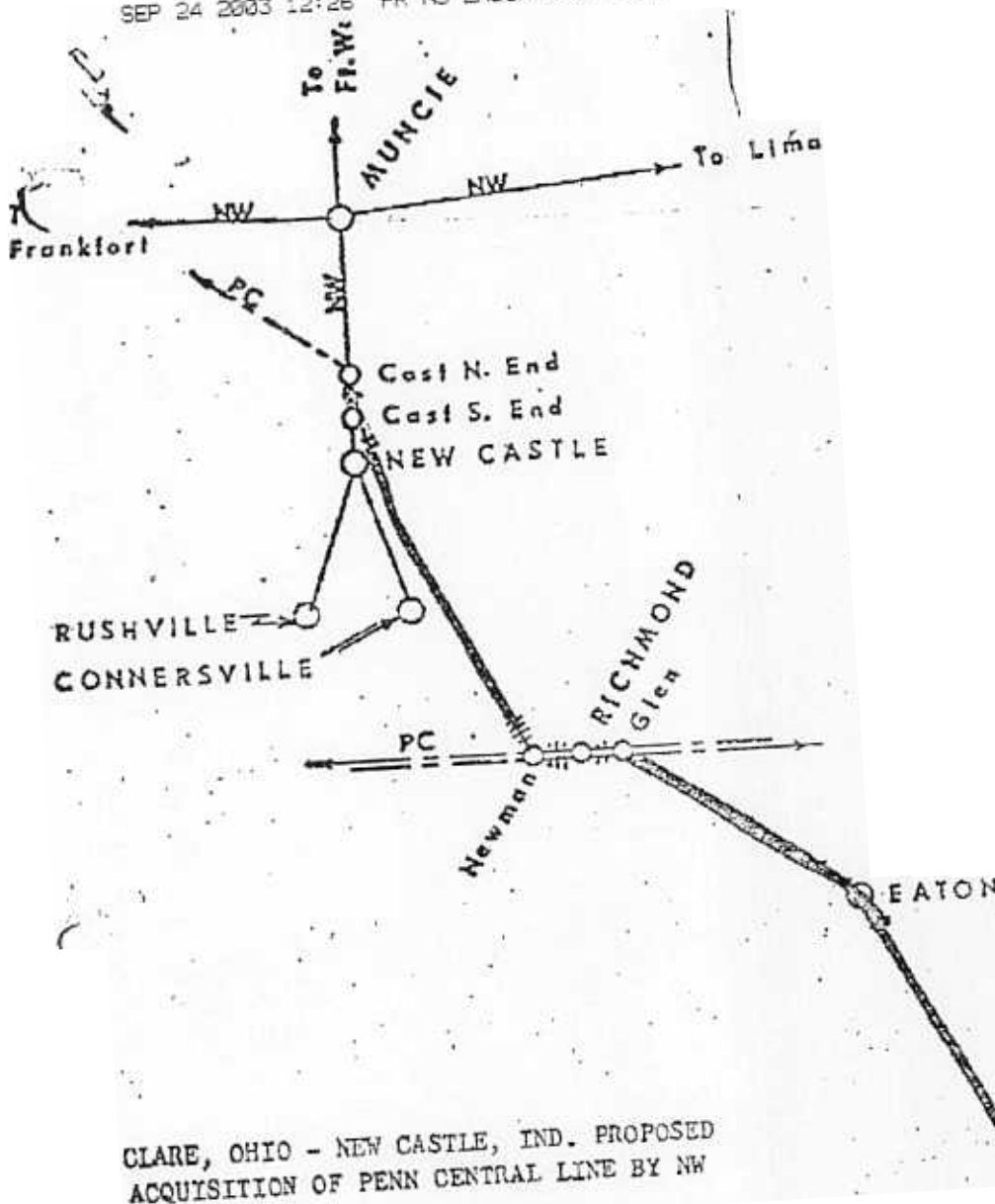
Yours very truly,



ACCEPTED:

  
General Chairman - BIE

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CLARE, OHIO - NEW CASTLE, IND. PROPOSED  
ACQUISITION OF PENN CENTRAL LINE BY NW

- Existing NW Lines
- NW Outright Ownership
- + + + NW Ownership With Conrail Local Rights
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(Not To Scale)

BERRYS