

TO: \_\_\_\_\_

FROM: W. J. Waymire

Reference: Muncie Relief Pools

This information being furnished to you was put together by BLE Local Chairman D. L. White of New Castle District and myself. It has been approved by the company officials on the New Castle District as well. The information is to assist you when completing your time reports so you will be paid correctly.

Mr. White and I urge you to take the time to read this information carefully. We will do what we can to see that you are paid correctly but we need your help too.

Please feel free to contact either of us if you need further clarification on any of this information.

Regards,

\_\_\_\_\_  
W. J. Waymire  
Local Chairman, New Castle District

## **ALL UTU & BLE NEW CASTLE DISTRICT TRAINMEN & ENGINEERS**

This information has been compiled by the Local Chairmen of the New Castle District and the local supervisors. Use this information when filling out your computerized payroll. It is extremely important to enter this information correctly.

A couple reminders:

1. When entering your miles claimed you must go to the "remarks" screen and explain in detail how you came up with the miles you are claiming. Use station numbers and mile posts for turning points.
2. If you claim initial or final terminal delay the computer will prompt you and ask "How many miles run within the terminal limits?" **IMPORTANT:** Enter the additional miles you are claiming for the Muncie relief pool. Terminal delay can only be claimed at Cincinnati or Muncie. Frankfort, Ft. Wayne and Redkey are turning points, not terminals. If you have additional miles you must enter them under the "AI" or "AF" codes. If you are claiming initial or final terminal delay and have no additional miles, you must enter all zeros under the "AI" or "AF" codes.

This new computer system is very accurate. If you claim miles you are not entitled to, or subtract miles that you are entitled to, your supervisor will know it. This would be the same as falsifying a time report. If you change your miles, you must report it on the remarks screen.

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W. J. Waymire  
Local Chairman

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D. L. White  
BLE Local Chairman

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N. T. Boehm  
Trainmaster

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## Muncie Relief Pool - Allowable Miles

Muncie Yard Office to Cincinnati, OH - New Way ( former Conrail line )  
Miles Allowed 122 miles.

Muncie Yard Office to Cincinnati, OH - Old Way ( over CSX Toledo route )  
Miles Allowed 116 miles.

Muncie Yard Office to Cincinnati, OH - Clare Yards Station #10898 Mile Post CV110.70  
Miles Allowed 124 miles.

Muncie Yard Office to Crescentville, OH - Station # 05215 Mile Post CF 20.40 Miles  
Allowed 102 miles.

Muncie Yard Office to Seven Mile, OH - Station #05232 Mile Post CF 40.90 Miles  
Allowed 82 miles.

Muncie Yard Office to Camden, OH - Station # 05244 Mile Post CF 49.50 Miles  
Allowed 73 miles.

Muncie Yard Office to Campbellstown, OH - Station #05259 Mile Post CF 64.40  
Miles Allowed 58 miles.

Muncie Yard Office to Richmond, IN - Station \$ 5268 Mile Post CF 74.60 Miles  
Allowed 48 miles.

Muncie Yard Office to Walnut Level - Station # 05281 Mile Post 87.10 Miles  
Allowed 35 miles.

Muncie Yard Office to Bailey - Station # 05283 Mile Post CF 89.00 Miles Allowed  
33 miles.

Muncie Yard Office to Millville, IN - Station # 05290 Mile Post CF 95.60 Miles  
Allowed 27 miles.

Muncie Yard Office to Noell, IN - Station # 05069 Mile Post CF16.00 Miles Allowed  
6 miles.

Muncie Yard Office to Royerton, IN - Station # 05060 Mile Post CF 127.70 Miles  
Allowed 5 miles.

Page 2

## Muncie Relief Pool

Muncie Yard Office to Montpelier, IN - Station # 05039 Mile Post CF 148.70 Miles  
Allowed 26 miles.

Muncie Yard Office to Kingsland, IN - Station # 05018 Mile Post CF 169.00 Miles  
Allowed 47 miles.

Muncie Yard Office to Winters Road, IN - Station # 05009 Mile Post CF 179.00 Miles  
Allowed 57 miles.

Muncie Yard Office to Hugo, IN - Station # 09046 Mile Post CF 184.00 Miles  
Allowed 62 miles.

Muncie Yard Office to Runnion Ave, IN - Station # 00373 Mile Post CF 186.50 Miles  
Allowed 64 miles.

Muncie Yard Office to Hadley Road, IN - Station #00376 Mile Post B 377.40  
Miles Allowed 71 miles.

Muncie Yard Office to East End of Double, across from Ft. Wayne Yard Office, use  
NE Tower station # 00366 Mile Post D140.60 (No Station # for east end of double, that  
is where NE Tower begins) Miles Allowed 71 miles.

You are allowed 2 additional miles when you leave your train at east end of the double on  
Huntington district and take your units out over the NE Interlocker to bring them into the  
Ft. Wayne yards or roundhouse.

You are allowed 4 additional miles when you have to bring your train out over Landen  
road in order to back into the Ft. Wayne yards.

You are allowed 8 additional miles when you put your train into New Haven Pass and  
bring your units back to the pit or taxi back from New Haven Pass.

You are allowed 10 additional miles, in the event you bring units back to the roundhouse  
between Runnion Ave./Hadley Switch (including going out over Hadley Switch) or  
you leave your train between Runnion Ave. and Hadley Switch, Ft. Wayne, IN and taxi to  
East Wayne to receive your outbound trip or to receive your transportation back to Muncie  
yard office.

**Muncie Relief Pools**

**You are allowed 6 additional miles if you take your train up to Eleven track at Runnion and bring your train to the Ft. Wayne yard office over the Chicago district.**

**EXAMPLES :**

**(1) In the event you bring train from Muncie yards to Ft. Wayne yards by using Eleven track at Runnion, total miles allowed would be 77miles for 1 direction, plus 71 miles from east end of double or yard office at Ft. Wayne. Total miles for round trip would be 148 miles.**

**(2) In the event you bring train from Muncie yards and are relieved between Runnion Ave. and Hadley switch and taxi back to Muncie. Allowable mileage = 142 miles.**

**(3) In the event you bring train from Muncie & are relieved between Runnion Ave. and Hadley switch and then taxied to Ft. Wayne yards for outbound trip - Total mileage allowed for round trip would be 152 miles.**

**New Way is over the Conrail from Butler Street, Hamilton OH, to East Norwood, OH.**

**Old Way is over CSX Toledo route. Runs from New River Jct. to Hopple Street. It is 6 miles shorter over the Toledo route.**

**Reference: Mileage Allowed When Working Triple Crown Trains**  
**(Triple Crown Yards at Ft. Wayne)**

1. You are allowed 2 additional miles when you go around the Piqua Wye in order to back into the Triple Crown Yards.
2. You are allowed 2 additional miles if you back or pull your train in from Mike Tower into the Triple Crown Yards.
3. You are allowed 2 additional miles if you enter or leave the Triple Crown Yards by going over the Union Belt connection.
4. You are allowed 6 additional miles when you are instructed to turn the Triple Crown Chicago Trailers.

**QUESTIONS & ANSWERS - TRIPLE CROWN SERVICE**

Question 1: What is the total additional miles allowed if I back my train around the Piqua Wye or pull in from Mike Tower, set out & cut my units off and proceed back to the roundhouse?

Answer 1: 2 miles

Question 2: What is the total additional miles allowed if I back my train around the Piqua Wye or pull in from Mike Tower, cut units off and proceed back to the roundhouse over Union Belt.

Answer 2: 4 miles    2 miles for backing/pulling train in,    2 miles for taking units back across the Union Belt.

Question 3: What is the total additional mileage allowed if I back my train around the Piqua Wye or pull in from Mike Tower after making my set off, then proceed to back the Chicago Triple Crown trailers out over Mike Tower in order to turn them, back into Triple Crown yards by using the Piqua Wye, cut power off and proceed back to East Wayne roundhouse by Piqua Wye.

Answer 3: 8 miles    2 miles for entering/leaving Triple Crown yards, 6 miles for turning Chicago Triple Crown trailers.



Question & Answers - Triple Crown Service  
Page ( 2 )

Question 4: What is the total additional miles allowed if I back my train around Piqua Wye or pull in from Mike Tower after making my set off and then proceed to back the Chicago Triple Crown trailers out over Mike Tower in order to turn them and back into the Triple Crown yards by using Piqua Wye, cut power off and proceed back to East Wayne roundhouse over Union Belt.

Answer 4: 10 miles 2 miles for entering Triple Crown Yards, 6 miles for turning Chicago Triple Crown trailers, 2 miles for taking units back to East Wayne roundhouse over Union Belt.

**REFERENCE:** Mileage between East end of the double and the New Haven Pass.

Mileage between East end of double on Huntington District to New Haven Pass - East End ( plus 4 engine lengths east of signal ).

Total distance - 22,393' or 4 miles 1273' (one way).



thomas Rd. TO CLEARANCE POINT  
 michigo dist. main = 8,800'

thomas Rd to clearance point  
 michigo dist. main and return = 17,600' OR  
 3 mi + 1,760'



M.P. 376

M.P. 375



Ken. michigo  
 Hadley Road.

From Thomas Road to Hadley Road  
 and return = 20,480' OR 3 mi. and 4,680'

← Thomas Road

CHICAGO DIST. MAIN

CHICAGO DIST. PASS

## Instructions For LAFW Crew Dispatch Desk 19 Concerning Former Nickel Plate LE&W Crews

Extraboards will get discipline vacancies for 30 days. Advertisement should be issued on the 24<sup>th</sup> day and assigned on the 30<sup>th</sup> day, effective on the 31<sup>st</sup> day. Exceptions: if an employee has a bump and is older than the man off on discipline, the employee can bump to the job. An Interdivisional 10 day notice is considered a bump and can bump to the job if older than the disciplined employee.

Other vacancies will be advertised on the 6<sup>th</sup> day, assigned on the 10<sup>th</sup> day to be effective on the 11<sup>th</sup>. Extraboard will work the assignment the first 5 days, anyone can bid or bump on or after the 6<sup>th</sup> day, job will be assigned on the 10<sup>th</sup>, even if someone bumps to the job. Anyone bumping or claiming must bid on the job (does not have an automatic bid).

Moving from territory to territory is done by 10 day notice only (cannot bid in a job). Once there, an employee has to remain for 30 days. A 10 day notice can be made on the 20<sup>th</sup> day to be effective on the 30<sup>th</sup> day. Exception: If you are displaced in a territory and you do not stand for anything on that territory, you can move anywhere you hold seniority.

Request for a second call screen should only be honored when a crew has completed a trip terminal to terminal and is being sent after another train. This second screen can be used for one or multiple trains. If they are sent after several trains, the Return Train ID field should be filled in for all the trains.

Any questions...contact me.

Randy P. King

## INSTRUCTIONS FOR MULTIPLE PULL-INS

To help you understand the multiple pull-in rule. You must first remember, in order to be entitled to a 2<sup>nd</sup> trip under this rule, you must bring the train that you are relieving back to the point to which you went on duty. The 2<sup>nd</sup> train you are relieving must be brought back to the point where you originally went on duty. **FOR THE TRAINS THAT YOU ARE RELIEVING YOU MUST GO OFF DUTY AT THE POINT YOU ORIGINALLY WENT ON DUTY.**

### EXAMPLE:

You are called to relieve train 444L017. Called for 1:05 PM. Departed 1:05 PM by taxi. Train 444L017 went dead under hours of service at Richmond, IN station number 05268 Mile Post CF 74.60. Turning point miles = 48. You arrive at Richmond at 2:15 PM and departed at 2:30 PM. Arrived back at Muncie at 3:20 PM. At Muncie you give the 444L017 to another outbound crew or tie it up at Muncie. At 3:20 PM you are instructed to go to Millville to get train 227L017 which has gone dead under hours of service. Departed Muncie at 3:20 PM by taxi. You arrive at Millville at 4:00 PM at station #05290, Mile Post CF 95.60. Departed Millville at 4:30 PM. Arrived back at Muncie at 5:35 PM. Tied train down at Muncie or gave it to an outbound crew. Turning point miles = 27 miles. Under the RM code you are to use the furthest leg of your turns that is in one direction. Richmond was 48 miles, so under the RM code put 48. Under the RT code (that's the clock time you departed the terminal to get the train you are claiming under the RM code) put 1:05 P . In the event the computer will not recognize these codes, use the over ride button "F9."

**Note:** As you can see, you went on duty at Muncie, IN . You went off duty at Muncie, IN on your pull ins. Also, you would be entitled to a 2<sup>nd</sup> day if the time you depart the terminal to go get a 2<sup>nd</sup> relief train when the clock time is more than 8 hours from the time your originally went on duty. Under the RM code show the turning point miles for the train you are relieving. Under the RT code show the time you departed the terminal to go get your relief train. **REMEMBER, IF YOU ARE CLAIMING A 2<sup>ND</sup> DAY ACCOUNT OF BEING ON DUTY MORE THAN 8 HOURS, THE "RT" TIME MUST REFLECT MORE THAN 8 HOURS FROM THE TIME YOU ORIGINALLY WENT ON DUTY ON YOUR 1<sup>ST</sup> PULL IN. YOU MUST GO ON AND OFF DUTY AT THE SAME POINT TO BE ENTITLED TO THE ABOVE,**



Page 2  
Multiple Pull-Ins

Note: Examples of relieving trains that you would not be entitled to a 2<sup>nd</sup> days pay. Only entitled to mileage and time consumed. The example is without times, just train symbols and stations to and from.

Called to relieve train 444L017 at Millville, IN. Brought train 444L017 to Ft. Wayne, IN. Then was instructed to go to Montpelier, IN to get train 227L017 and bring it to Ft. Wayne. Upon arrival at Ft. Wayne, you are taxied back to your original starting point of Muncie. **You would not be entitled to a multiple pull in.** Only entitled to all miles run for both trips including your transport back to Muncie at rail miles. **No taxi miles can be claimed.** Reason being, you did not terminate your relief train trip at the same point you went on duty.

If you are called to perform short turn around trips , you will find a form in this packet that will assist you in claiming your multiple trips providing you go on & off duty at your original starting point - either Muncie , IN or Cincinnati, OH.

If you have questions concerning the above, call your general chairman or your local chairman's for interpretation.

PAYROLL INFORMATION  
CLAIMS

EMPL SSN RC AP ES IM CD AMT CD AMT CD AMT CD AMT CD AMT

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TO SERVICE DEADHEAD INFORMATION

START END PREV  
EMPLOYEE NAME STN DATE TIME STN DATE TIME MODE HHHMM

---

---

FROM SERVICE DEADHEAD INFORMATION

START END TRAN ARR V  
EMPLOYEE NAME STN DATE TIME STN DATE TIME MODE DATE  
TIME

---

---

ROAD SERVICE REMARKS

TRAIN \_\_\_\_\_ DATE \_\_\_\_\_

CLAIM TWO BASIC DAYS ACCOUNT CALLED IN SHORT TURN AROUND  
SERVICE.

FIRST CLAIM - TRAIN \_\_\_\_\_ ON DUTY \_\_\_\_\_ M  
WENT TO \_\_\_\_\_ STATION # \_\_\_\_\_ TURNING POINT MILES \_\_\_\_\_  
BROUGHT TRAIN TO \_\_\_\_\_ YARDS AND OFF DUTY \_\_\_\_\_ M.  
TOTAL MILES \_\_\_\_\_

2ND CLAIM - TRAIN \_\_\_\_\_ ON DUTY \_\_\_\_\_ M  
WENT TO \_\_\_\_\_ STATION # \_\_\_\_\_ TURNING POINT MILES \_\_\_\_\_  
BROUGHT TRAIN TO \_\_\_\_\_ YARDS AND OFF DUTY \_\_\_\_\_ M.  
TOTAL MILES \_\_\_\_\_

TOTAL MILES RUN FOR BOTH TURNS \_\_\_\_\_.

TO: ALL UTU AND BLE MEMBERS

FROM: W. J. WAYMIRE  
C. J. BARKER

I discussed with Fred Holley the problem the payroll department is having concerning lack of information on the time tickets referring to final terminal delays.

Payroll has informed Mr. Barker and myself that in addition to your yarding details they need the time that you arrived at Eckler, Snake Track and if you are on a Triple Crown train they need the time you arrived at Mike Tower.

It is important to place this information in the remarks column ahead of your yarding details. Start your yarding details with the time that you arrived at these locations.

I know many of you will point out that this information is already furnished on the time ticket. However, this is not correct. Timeslip space #31-34 is not always the time that your final terminal is computed from. They must know the arrival time at the following locations:

- (1) Arrival time at Eckler
- (2) Arrival time at Snake Track
- (3) Arrival time at Mike Tower (for Triple Crown trains)

cc: Mr. Boehm  
Mr. Fox  
Mr. Strunk



March 19, 1996

C. W. Wise  
Asst. Superintendent  
Lake Division

Reference: Our meeting held in your office on March 13, 1996. We discussed extending our arrival point from Hopple Street, Cincinnati yards, to Eckler Interlocker which is located 1,040 feet West of the Hopple street signal. Eckler is the East end of the new NS 3<sup>rd</sup> main.

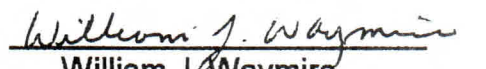
The representative for the B. L. E. (Brotherhood of Locomotive Engineers) Chuck Barker asked me to represent their interest at this meeting. They also wish to change their arrival point to Eckler. Mr. Barker's signature of approval is below.


Document "A" (enclosed) is a map of the area in question.

Document "B" (enclosed) is a question & answer section referring to trains arriving at Eckler.

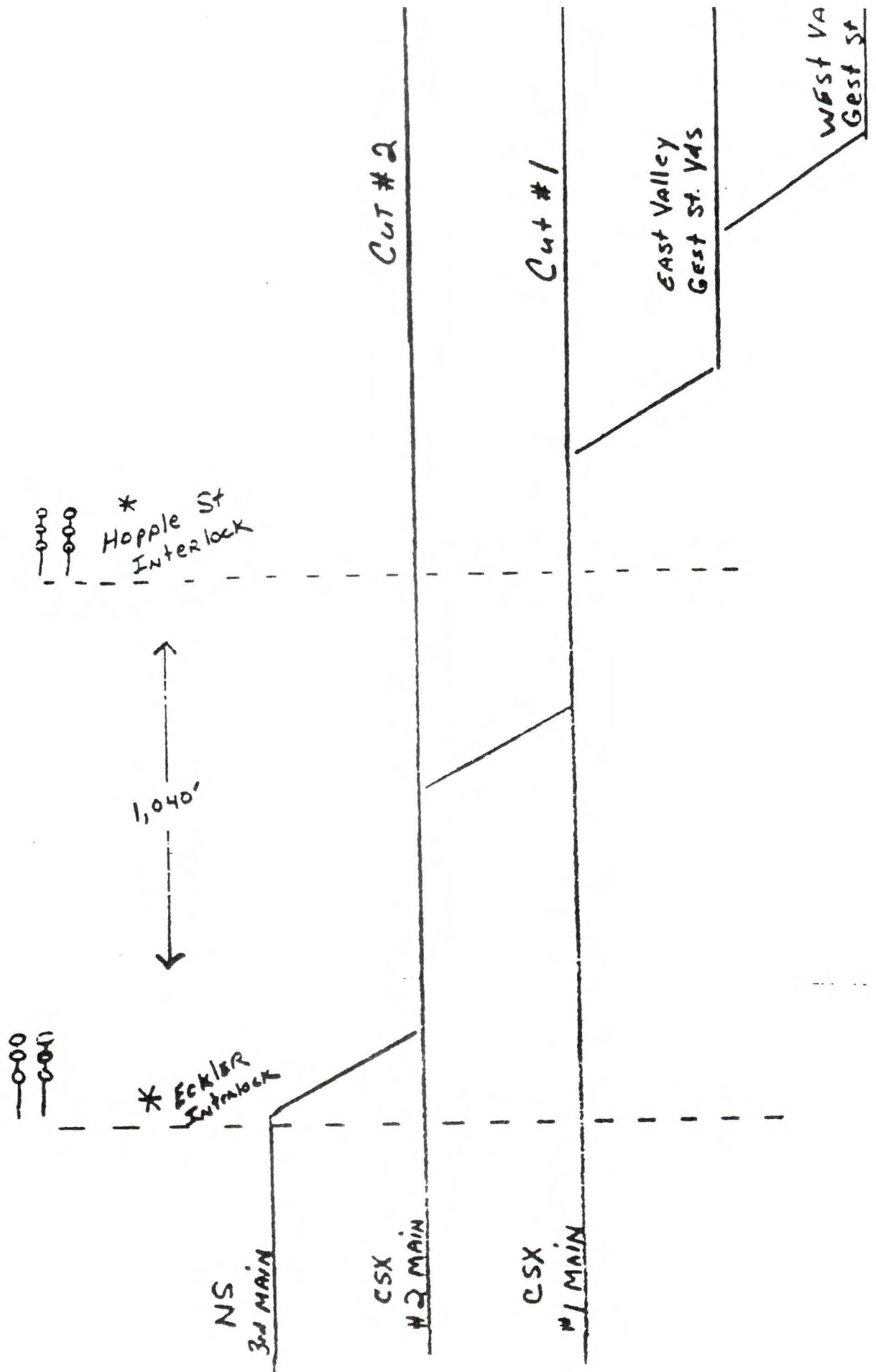
I hope the decision we reached orally (in the affirmative) can be agreed upon in writing. Then the men will not have to suffer a run-around due to running trains around them at Eckler.

Respectfully,

  
William J. Waymire  
Local Chairman, New Castle Dist.

  
Chuck Barker  
Local Chairman, New Castle Dist.

cc: D. G. Strunk, General Chairman UTU  
S. D. Speagle, Chairman BLE  
N. T. Boehm, Trainmaster New Castle Dist.  
R. H. Fox, Asst. Trainmaster, New Castle Dist.



Document "B"

Questions & Answers

Question 1 : Train crew "A" arrives at Eckler at 8:00 and is held there (at Eckler).  
Train crew "B" arrives at Eckler at 8:15 on CSX #1 or #2 main and proceeds into Gest Street yards. How will train crews "A & B" be placed on the board?

Answer 1 : Train crew "A" will be marked up on their arrival time of 8:00.  
Train crew "B" will be marked up on their arrival time of 8:15, behind crew "A".

Question 2: Train crew "A" arrives at Eckler on NS 3<sup>rd</sup> main at 8:00.  
Train crew "B" arrives behind train "A" at 8:15 on same track.  
Train crew "C" arrives at Eckler on either CSX #1 or #2 main at 8:30 and proceeds into yards. How will these 3 crews be marked up on the board?

Answer 2: Train crew "A" will be marked up at 8:00.  
Train crew "B" will be marked up at 8:15.  
Train crew "C" will be marked up at 8:30.

Question 3: For the purpose of defining an arrival point at Eckler, is the 3<sup>rd</sup> NS main, the CSX #1 & #2 mains all considered the same point?

Answer 3: Yes - for arrival purposes only.

Question 4: Question & Answer #2 refers to train "A" stopped at Eckler on the 3<sup>rd</sup> main and train "B" stopped behind train "A" on the same track. Would the answer be the same if trains "A & B" were setting on the CSX #1 or #2 mains?

Answer 4: Yes. Train crew "A" would be marked up first at 8:00.  
Train crew "B" would be marked up 2<sup>nd</sup> at 8:15.  
Train crew "C" would be marked up last at 8:30.

Question 5: Referring to question 2 & 4 - train crew "A" stopped at Eckler, train crew "B" stopped behind train "A" on the same track, and train crew "C" stopped behind train "B" on the same track. Then, train "D" arrives at Eckler at 8:45 and proceeds into the yards around trains A, B, C. How will the crews be placed on the board?

Answer 5: Train crew "A" will be marked up first at 8:00.  
Train crew "B" will be marked up 2<sup>nd</sup> at 8:15.  
Train crew "C" will be marked up 3<sup>rd</sup> at 8:30.  
Train crew "D" will be marked up last at 8:45.

Question 6: When trains are held at Eckler either on NS 3<sup>rd</sup> main or CSX #1 & #2 mains, does this effect any trains being held east of Winton Place?

Answer 6: No.

Question 7: If train "A" arrives at Colerain interlocker at 8:00 and train "B" arrives at Eckler at 8:15, how will these crews be marked up?

Answer 7: Train crew "A" will be marked up upon their arrival time at Eckler.  
Train crew "B" will marked up on his arrival time of 8:15.



**NORFOLK  
SOUTHERN**

Norfolk Southern Corporation  
Lake Division  
8111 Nelson Road  
Fort Wayne, Indiana 46803  
219 493-5300

Fort Wayne, Indiana  
June 11, 1996  
File: 7-8  
7-34-1  
7-34-2

Mr. W. J. Waymire  
Local Chairman - Local 1202  
26 E. Spring Street  
Peru, Indiana 46970

Mr. J. C. Barker  
Local Chairman - BLE Div. 106  
1200 West Perkins  
Hartford City, IN 47348

It is agreed that Eckler will be the point of arrival, for crew placement purposes, at Cincinnati Terminal. This is in response to your of March 19, 1996.

Yours Truly,

C. W. Wise  
Assistant Superintendent

cc: C. M. DeMatteo



## ARTICLE VI (BLE)

### Deadheading

Existing rules covering deadheading are revised as follows:

#### Section 1 - Payment When Deadheading and Service Are Combined

"(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 not less than a minimum day, for the combined service and deadheading. However, when deadheading from the away-from-home terminal to the home terminal is combined with a service trip from such home terminal to such away-from-home terminal and the distance between the two terminals exceeds the applicable mileage for a basic day, the rate paid for the basic day mileage portions of the service trip and deadhead shall be at the full basic daily rate."

Q-1: If an employee works from his home terminal to the away-from-home terminal and then deadheads from the away-from-home terminal to the home terminal, is it necessary to notify the employee to combine deadhead and service prior to going off duty on the service trip?

A-1: Yes.

\* \* \* \* \*

Q-2: Does the Carrier have the sole right to determine whether deadheading will be combined with service or paid for separately?

A-2: Yes.

\* \* \* \* \*

Q-3: How is a crew or individual to know whether or not deadheading is combined with service?

A-3: When deadheading for which called is combined with subsequent service, will be notified when called. When deadheading is to be combined with prior service, will be notified before being relieved from prior service. If not so notified, deadheading and service cannot be combined.

\* \* \* \* \*



Q-4: Can notification to combine deadheading and service be included in a bulletin for assigned road service: e.g., where a crew regularly performs deadheading that the Carrier wishes to combine with service?

A-4: Yes.

\* \* \* \* \*

Q-5: Where deadheading is combined with service with a mileage component, what is the rate of pay for the deadhead portion of the trip?

A-5: The rate of pay owed for the service portion of the trip.

\* \* \* \* \*

Q-6: Does the new deadhead rule deal in any way with employees using their personal automobiles to deadhead?

A-6: No. Use of automobiles is not involved in this rule and local agreements and understandings continue to apply.

\* \* \* \* \*

Q-7: Are local agreements such as "if deadheaded by highway, highway mileage applies and if deadheaded by rail, rail mileage applies" preserved by the new agreement?

A-7: Yes, in those situations where deadheading is combined with service and is paid for on a mileage basis.

\* \* \* \* \*

Q-8: In situations where the carrier chooses to combine deadheading with service, at what point does initial terminal delay begin?

A-8: At the point and time the crew actually reports on duty for the service trip at the location where initial terminal delay applies.

## ARTICLE VI (BLE)

### Deadheading

#### Section 2 - Payment For Deadheading Separate From Service

"When deadheading is paid for separate and apart from service:

(a) For Present Employees\*

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 New Employees\*\*

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

A minimum of a basic day also will be allowed where two separate deadhead trips, the second of which is out of other than the home terminal, are made with no intervening service performed. Non-service payments such as held-away-from-home terminal allowance will count toward the minimum of a basic day provided in this Section 2(b).

\* Employees whose seniority in engine or train service precedes November 1, 1985.

\*\* Employees whose earliest seniority date in engine or train service is established on or after November 1, 1985."

Q-1: Can a runaround occur when a crew working into the away-from-home terminal is relieved and deadheaded home separate from service?

A-1: Local runaround rules continue to apply.

Q-2: Are preexisting rules which provide for less than a minimum day payment when deadheaded separate and apart from service eliminated so as to now require payment of a basic day when applicable?

A-2: Yes, unless the carrier has notified the organization of their desire to retain their preexisting rule on or before July 1, 1986.

\* \* \* \* \*

Q-3: Section 2(a) provides that the payment to present employees for deadheading separate from service is a minimum day at the basic rate applicable to the class of service in connection with which deadheading is performed. Does this supersede the current rule which provides that payment for deadheading on passenger trains shall be at 1/2 rate?

A-3: Yes.

\* \* \* \* \*

### Section 5 - Exceptions

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

NOTE: The question as to what particular service is covered by the designations used in Section 5 shall be determined on each individual railroad in accordance with the rules and practices in effect thereon.

### Section 6 - Local Freight Service

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

- - - - -

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 VI - DEADHEADING

Existing rules covering deadheading are revised as follows:

#### Section 1 - Payment When Deadheading and Service Are Combined

(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 not less than a minimum day, for the combined service and deadheading. However, when deadheading from the away-from-home terminal to the home terminal is combined with a service trip from such home terminal to such away-from-home terminal and the distance between the two terminals exceeds the applicable mileage for a basic day, the rate paid for the basic day mileage portions of the service trip and deadhead shall be at the full basic daily rate.

(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 - Payment For Deadheading Separate From Service

When deadheading is paid for separate and apart from service:

### (a) For Present Employees\*

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 New Employees\*\*

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

A minimum of a basic day also will be allowed where two separate deadhead trips, the second of which is out of other than the home terminal, are made with no intervening service performed. Non-service payments such as held-away-from-home terminal allowance will count toward the minimum of a basic day provided in this Section 2(b).

\* Employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement.

\*\* Employees whose earliest seniority date in a craft covered by this Agreement is established after the date of this Agreement.

## Section 3 - Application

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

- - - - -

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.

<u>STATION</u>	<u>STATION #</u>	<u>MILE POST</u>
Runnion Ave.	00373	CF 186.50
Park	05002	CF 186.00
Junction	05003	CF 185.80
Hugo	09046	CF 184.00
Waynedale	05006	CF 182.00
Ferguson	05008	CF 179.70
Winters Road	05009	CF 179.00
Yoder	05012	CF 175.90
Ossian	05015	CF 172.40
Kingsland	05018	CF 169.00
Kings Scan	05019	CF 165.19
Bluffton	02123	CF 160.00
Poneto	05031	CF 156.50
Montpelier	05039	CF 148.70
Hartford City	05047	CF 140.60
Eaton	05054	CF 133.00
Shidellers	05057	CF 130.60
Royerton	05060	CF 127.70
Whitley	05064	CF 123.60
Bath Muncie	05065	CF 121.85
Walnut Street	05066	CF 120.31
Sixth Street	05067	CF 119.90
Industry	01173	CF 119.00
East Noell	05069	CF 116.00
Cowan	05071	CF 113.90
Oakville	05073	CF 112.00
Mt. Summit	05078	CF 106.90
Rhein	05080	CF 104.70
Cast West End	05081	CF 104.10
Cast West End	05082	CF 101.90
New Castle Station	05083	CF 099.00
Millville	05290	CF 095.60
Hagerstown	05284	CF 090.30
Bailey	05283	CF 089.00
Walnut Level	05281	CF 087.10
Greensfork	05278	CF 083.60
W. Richmond	05269	CF 074.90
Richmond	05268	CF 074.60
E. Richmond	05267	CF 072.40
Campbellstown	05259	CF 064.40
New Hope	05257	CF 063.30
Eaton, Ohio	05252	CF 058.30
Camden	05244	CF 049.50



Camden Scanner	05245	CF 049.49
Somerville	05239	CF 044.70
Collinsville	05235	CF 040.90
Seven Mile	05232	CF 039.10
New River Jct.	05227	CF 033.06
Hamilton	05225	CF 030.88
Butler Street	05228	CF 030.80
Moseler	05223	CF 028.80
W Crescentville	05215	CF 020.40
E. Crescentville	05215	CF 020.40
Vaughan Yard	05211	CF 017.10
Mill	05210	CF 016.50
Amber	05208	CF 013.70
Ridge	05205	CF 010.60
Oakley	05204	CF 010.00
Valley	05203	CV 112.30
Red Bank	90899	CV 111.90
Clare	10898	CV 010.70
Mariemont	10899	CV 110.00
Stockton	CX19	C 1019.20
Glendale	CX15	C 1015.00
Wyoming	CX12	C 1012.00
Ivorydale	10994	C 1008.05
Spring Grove Ave.	CX7	C 1007.00
Cincinnati	A0	C 1009.87
Eckler	CX3	C 1004.00
RH Tower	CX4	C 1005.00
Colerain	CX5	C 1005.10
Winton Place	CX6	CX 006.70
RH Tower	CX57	CX 007.50
Bond Hill	10992	CX 008.81
East Norwood	CX61	OB 011.30
G K Tower	05214	OB 011.20
Penn	05209	OB 010.60
Oakley	05204	CB 010.00
Valley	05203	CV 112.30
Red Bank	90899	CV 111.90
Clare	10898	CV 110.70
Mariemont	10899	CV 110.00
Hobble Street	10999	BE 004.00
Ludlow Kentucky	58002	003.10

WILLIAM J. WAYMIRE  
LOCAL CHAIRMAN  
26 EAST SPRING ST.  
PERU, INDIANA 46970

EFFECTIVE JANUARY 1, 1995

ROAD OVERTIME TABLE ON MILEAGE BASIS (BASIC DAY = 130 MILES, DIVISOR = 16.2  
THROUGH FREIGHT AND CONVERTED THROUGH FREIGHT ONLY.

MILES	HOURS	MILES	HOURS	MILES	HOURS	MILES	HOURS
130	= 8'00"	170	= 10'28"	210	= 12'55"	250	= 15'23"
131	= 8'04"	171	= 10'31"	211	= 12'59"	251	= 15'27"
132	= 8'07"	172	= 10'35"	212	= 13'03"	252	= 15'30"
133	= 8'11"	173	= 10'39"	213	= 13'06"	253	= 15'34"
134	= 8'15"	174	= 10'42"	214	= 13'10"	254	= 15'38"
135	= 8'18"	175	= 10'46"	215	= 13'14"	255	= 15'42"
136	= 8'22"	176	= 10'50"	216	= 13'18"	256	= 15'45"
137	= 8'26"	177	= 10'54"	217	= 13'21"	257	= 15'49"
138	= 8'30"	178	= 10'57"	218	= 13'25"	258	= 15'53"
139	= 8'33"	179	= 11'01"	219	= 13'29"	259	= 15'56"
140	= 8'37"	180	= 11'05"	220	= 13'32"	260	= 16'00"
141	= 8'41"	181	= 11'08"	221	= 13'36"	261	= 16'04"
142	= 8'44"	182	= 11'12"	222	= 13'40"	262	= 16'07"
143	= 8'48"	183	= 11'16"	223	= 13'43"	263	= 16'11"
144	= 8'52"	184	= 11'19"	224	= 13'47"	264	= 16'15"
145	= 8'55"	185	= 11'23"	225	= 13'51"	265	= 16'18"
146	= 8'59"	186	= 11'27"	226	= 13'54"	266	= 16'22"
147	= 9'03"	187	= 11'30"	227	= 13'58"	267	= 16'26"
148	= 9'06"	188	= 11'34"	228	= 14'02"	268	= 16'30"
149	= 9'10"	189	= 11'38"	229	= 14'06"	269	= 16'33"
150	= 9'14"	190	= 11'42"	230	= 14'09"	270	= 16'37"
151	= 9'18"	191	= 11'45"	231	= 14'13"	271	= 16'41"
152	= 9'21"	192	= 11'49"	232	= 14'17"	272	= 16'44"
153	= 9'25"	193	= 11'53"	233	= 14'20"	273	= 16'48"
154	= 9'29"	194	= 11'56"	234	= 14'24"	274	= 16'52"
155	= 9'32"	195	= 12'00"	235	= 14'28"	275	= 16'55"
156	= 9'36"	196	= 12'04"	236	= 14'31"	276	= 16'59"
157	= 9'40"	197	= 12'07"	237	= 14'35"	277	= 17'03"
158	= 9'43"	198	= 12'11"	238	= 14'39"	278	= 17'06"
159	= 9'47"	199	= 12'15"	239	= 14'42"	279	= 17'10"
160	= 9'51"	200	= 12'18"	240	= 14'46"	280	= 17'14"
161	= 9'54"	201	= 12'22"	241	= 14'50"	281	= 17'18"
162	= 9'58"	202	= 12'26"	242	= 14'54"	282	= 17'21"
163	= 10'01"	203	= 12'30"	243	= 14'57"	283	= 17'25"
164	= 10'05"	204	= 12'33"	244	= 15'01"	284	= 17'29"
165	= 10'09"	205	= 12'37"	245	= 15'05"	285	= 17'32"
166	= 10'13"	206	= 12'41"	246	= 15'08"	286	= 17'36"
167	= 10'17"	207	= 12'44"	247	= 15'12"	287	= 17'40"
168	= 10'20"	208	= 12'48"	248	= 15'16"	288	= 17'43"
169	= 10'24"	209	= 12'52"	249	= 15'19"	289	= 17'47"

3.692 MINUTES PER MILE IS USED FOR ADDITIONAL MILEAGE ALLOWED AT STRAIGHT TIME.

Question: You are called for train 196 for 2:00 AM. You double #23 and #24 track to #30 track. Your train is solid and you are running your air. Cincinnati car department says "train 196 your brakes are released, have a safe trip and the time is now 3:17 AM. The Cincinnati yard master says- "Let me know when you leave the valley." When does your initial terminal delay end?

Answer: Initial terminal delay will end at 3:17 AM when Cincinnati air department has released your train. You are entitled to 2 minutes initial terminal delay.

Question: You are called for train 180 for 2:00 AM. Cab supply takes you over to C-U-T track. You board your train and there is no work to do on your train as it is a run-through. The time is now 3:28 AM. The Cincinnati yard master instructs you that it is "OK" to start your trip and it is now 3:30 AM. When does your initial terminal delay end?

Answer: Initial terminal delay will end at 3:30 AM when the yard master instructs you to leave. You are entitled to 15 minutes initial terminal delay.

Question: You called for train 144 for 2:00 AM. Cab supply transports you to the head end of your train which is setting at the signal at Hobble street. You board your train at 2:45 AM. There is no work to be done on your train as it is a run-through. The Cincinnati yard master releases your train at 2:50 AM and says let me know when you leave the valley. You inform the yard master that you are leaving the valley at 3:30 AM. Are you entitled to initial terminal delay?

Answer: You are not entitled to any initial terminal delay. The Cincinnati yard master has released your train for movement at 2:50 AM when you boarded your train. You cannot collect initial terminal delay due to a red block holding you from entering CSX trackage for any reason.

This information is being furnished to you in order for you to properly figure your initial terminal delays to avoid being charged with falsifying a service timeslip. We realize there are numerous, legitimate terminal delays which have been declined. We will pursue these claims if the information is furnished to us. Hope the above information will benefit you in filling out your initial delays.



DELBERT G. STRUNK, JR.  
Chairman  
BELLEVUE, OHIO

# united transportation union



CARROLL E. WILLIAMS  
Sr. Vice Chairman  
DELPHOS, OHIO

## General Committee of Adjustment NORFOLK SOUTHERN RAILWAY

(Nickel Plate & Wheeling & Lake Erie Districts)

817 Kilbourne Street  
Bellevue, Ohio 44811-9407

WALTER L. BINNER  
Jr. Vice Chairman - NKP  
CROWN POINT, INDIANA

GREGORY G. EHMANN  
Jr. Vice Chairman - WLE  
TOLEDO, OHIO

ROBERT J. KAHLE  
Secretary  
BELLEVUE, OHIO



March 17, 1995

### Circular No. 71-S

All Local Chairmen  
C-T-E  
NKP, WLE & LEW

Dear Sirs and Brothers:

This is in reference to the proper procedure for crews who are required to deadhead by private auto or by taxi to the home terminal or away from home terminal.

It appears from the information relayed to this office that some crews are using various locations to determine their arrival for placement for crew standing purposes. Please be advised that when crews are deadheaded by private auto or company provided taxi their arrival for crew standing purposes is the yard office, hotel or the designated off-duty point for that crew. The proper standing for that crew would then be reflected by that arrival time.

Our crews should not be using road or street markers, bridges or entrances into a yard to determine their arrival times. When the cab or vehicle stops at the yard office or hotel or the designated off-duty point, that is your official arrival time for crew standing purposes.

Also, there have been many phone calls into this office concerning road crews and meal periods. Brothers remember as a result of the 1991 Crew Consist Agreement the only crews permitted a meal period are assigned locals, road switchers and yard crews. However, there are times when management has allowed crews to eat after they have expired under the Hours of Service and are being transported back to their off-duty point. This should be handled on a district or territory basis. Our road freight crews should never go to eat unless they have first gotten permission or have been told they can stop and get something to eat.

Fraternally yours,

*Delbert G. Strunk, Jr.*

Delbert G. Strunk, Jr.

General Chairman

United Transportation Union

29

cc: Local Secretaries

DELBERT G. STRUNK, JR.  
Chairman  
BELLEVUE, OHIO

# united transportation union



CARROLL E. WILLIAMS  
Sr. Vice Chairman  
DELPHOS, OHIO

WALTER L. BINNER  
Jr. Vice Chairman - NKP  
CROWN POINT, INDIAN

GREGORY G. EHMAN  
Jr. Vice Chairman - WLE  
TOLEDO, OHIO

ROBERT J. KAHLE  
Secretary  
BELLEVUE, OHIO

## General Committee of Adjustment NORFOLK SOUTHERN RAILWAY

(Nickel Plate & Wheeling & Lake Erie Districts)

817 Kilbourne Street  
Bellevue, Ohio 44811-9407



May 4, 1995

Mr. Carroll E. Williams, LC-744  
803 Fairlane Drive  
Delphos, Ohio 45833

Dear Sir and Brother:

This is in response to your letter dated April 4, 1995 and received in this office on April 7, 1995 in connection with Circular No. 71-S dated March 17, 1995.

As previously discussed with you by telephone on May 2, 1995 I am unable to make the exception you requested in your letter for the following reasons:

- 1) The Carrier is not agreeable because there are specific arrival points for crew standing purposes listed in the timetable on a district by district basis to be used by crews arriving by train.
- 2) There have been several requests similar to yours that were also denied for the same reasons.
- 3) Since the 1985 National Agreement and the changes made in connection with dead-heading by taxi or auto our existing deadhead rules are almost eliminated.

I apologize for not responding sooner but as stated to you on the phone, I have been out of the office quite a bit since the first of the year.

Fraternally yours,

Delbert G. Strunk, Jr.  
General Chairman  
United Transportation Union

cc: W. J. Waymire, LC-1202

30

COPY



**Memorandum Agreement**

between

**Norfolk And Western Railway company**

and its

**Employees**

represented by the

**UNITED TRANSPORTATION UNION - CTE**

It is hereby agreed that rule 33 (A) of the Conductors, Trainmen, Yardmen Schedule shall be revised for the pools operating between Muncie, Indiana and Cincinnati, Ohio and between Muncie/Ft. Wayne, Muncie/Frankfort, Muncie/Portland.

- (A) Unless otherwise agreed to in writing between the local committees and the local officers, when pool freight crews average below 3600 miles per month a crew may be taken out. When they average above 3800 miles a month, a crew may be added if the addition will not cause the average to go below 3600 miles per month. It is understood that, in the event of temporary fluctuations in business, these mileage limits may be deviated from by agreement between the local officers and the local committees, such agreement to be in writing. Local committees and local officers will cooperate in carrying out the intent of this rule.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1997. Norfolk, Virginia.

For The Employees:

For The Norfolk and Western Railway Company:

\_\_\_\_\_  
D. G. Strunk  
General Chairman, UTU-CET

\_\_\_\_\_  
R. S. Spenski, Senior  
Assistant Vice President  
Labor Relations

DELBERT G. STRUNK, JR.  
*Chairman*  
BELLEVUE, OHIO

**united transportation union**



General Committee of Adjustment  
**NORFOLK SOUTHERN RAILWAY**

(Nickel Plate & Wheeling & Lake Erie Districts)

817 Kilbourne Street  
Bellevue, Ohio 44811-9407

ROBERT J. KAHLE  
*Secretary*  
BELLEVUE, OHIO

CARROLL E. WILLIAMS  
*Sr. Vice Chairman*  
DELPHOS, OHIO

WALTER L. BINNER  
*Jr. Vice Chairman - NKP*  
CROWN POINT, INDIANA

GREGORY G. EHMAN  
*Jr. Vice Chairman - WLE*  
TOLEDO, OHIO



May 1, 1997

Mr. William J. Waymire, LC-1202  
26 E. Spring Street  
Peru, Indiana 46970

Dear Sir and Brother:

This is in regards to complaints received in this office in connection with problems relative to the deadheading of crews on the New Castle District between Fort Wayne, Indiana and Cincinnati, Ohio.

It appears from our telephone conversations and your correspondence on this matter that the Carrier has been calling crews at Fort Wayne to deadhead to Cincinnati and then requiring these crews to bring a train back from Cincinnati to Fort Wayne with no break in service. These crews are being told by the call office they are to deadhead in combined service which would allow the crews actual miles run for the trip to Cincinnati and also actual miles run for the trip back to Fort Wayne. Instead some of the crews were being shown as called to deadhead in separate service which would allow 130 miles for employees hired prior to October 31, 1985 and time consumed for those employees hired after October 31, 1985. You and I are both in agreement this procedure is improper and should not be happening.

These problems were discussed and handled during conferences held in Norfolk Virginia in January, February and March with the Carrier's Labor Relations Officers. After several months of pointing the finger at one another the Carrier finally admitted



there was a problem and that there was several reasons why we were having problems with deadheading.

It appears that the call office was calling our crews and telling them they were being called in combined service but would then turn around and record it on the deadhead roster to show the crew was called in separate service. The deadhead roster is what Payroll uses to determine what payment is made to a crew called to deadhead. Also, there were supervisors in the field who were giving improper instructions to the call office on how the crews were to be deadheaded. And, finally there were instructions given to the call office on how to call the crews to deadhead that had improper information that was also contributing to our crews being called improperly.

I am happy to report to you that all of these problems have been resolved and those employees on the New Castle District who were called improperly from December, 1996 to the present have been corrected and proper payment should have been made by now.

Labor Relations Office Matt Salazar and the undersigned along with the help of Payroll made corrections for the following persons and additional compensation was allowed as follows:

P R Ward - 1/2/97	\$ 54.93
S J Carmean - 12/26/96	173.04
M D Lynn - 1/2/97	23.95
C E Hensley - 1/17/97	56.95
K F Brown - 12/29/96	177.64
M E Bair - 12/26/96	54.93
M E Bair - 12/29/96	56.18
R T Smith - 12/10/96	86.89

I apologize for the delay in responding to you on this matter, but as you can imagine when you have two or three different departments dealing with the same issue it becomes very time consuming to finally get to the bottom of the problem and find out who is at fault before the problem can be corrected.

Finally, as I previously advised, the Carrier is of the opinion they can call our crews to deadhead in any manner that traffic conditions require and can call our crew either in combined service or separate service and still have them turn back from the away from home terminal to bring a train back regardless of how the crew is called. W

must continue to monitor this situation to ensure our crews are deadheaded properly. Should the Carrier call any of our crews in separate service and then require them to take a train back out without a break in service, any rested crew at that location would be entitled to an eight (8) hour penalty claim and any crew not rested should file a claim for two (2) hours account runaround and not rested.

I would also like to thank you for all your help on this matter and your patience while we gathered the information needed to correct this problem.

Fraternally yours,

A handwritten signature in cursive script, reading "Delbert G. Strunk, Jr.".

Delbert G. Strunk, Jr.  
General Chairman  
United Transportation Union

cc: D. T. McKee, VLC-1202  
J. L. Hoag, Sec-1202



**Memorandum Agreement**  
**between**  
**Norfolk And Western Railway company**  
**and its**  
**Employees**  
**represented by the**  
**UNITED TRANSPORTATION UNION - CTE**

It is hereby agreed that rule 33 (A) of the Conductors, Trainmen, Yardmen Schedule shall be revised for the pools operating between Muncie, Indiana and Cincinnati, Ohio and between Muncie/Ft. Wayne, Muncie/Frankfort, Muncie/Portland.

- (A) Unless otherwise agreed to in writing between the local committees and the local officers, when pool freight crews average below 3600 miles per month a crew may be taken out. When they average above 3800 miles a month, a crew may be added if the addition will not cause the average to go below 3600 miles per month. It is understood that, in the event of temporary fluctuations in business, these mileage limits may be deviated from by agreement between the local officers and the local committees, such agreement to be in writing. Local committees and local officers will cooperate in carrying out the intent of this rule.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1997. Norfolk, Virginia.

For The Employees:

For The Norfolk and Western Railway Company:

\_\_\_\_\_  
D. G. Strunk  
General Chairman, UTU-CET

\_\_\_\_\_  
R. S. Spenski, Senior  
Assistant Vice President  
Labor Relations

IN-1 (Muncie to Ft. Wayne and Portland, Frankfort, Indiana and Cincinnati, Ohio)

CW-UTU-1-3-3

**AGREEMENT**

**between**

**NORFOLK AND WESTERN RAILWAY COMPANY**

**and its**

**EMPLOYEES**

**represented by the**

**UNITED TRANSPORTATION UNION**

In accordance with Article IX of the October 31, 1985 UTU National Agreement as amended by Article IX of the November 1, 1991 UTU National Implementing Agreement, the Carrier may establish interseniority district service between Muncie and Portland, and Frankfort, Indiana combined with district service between Muncie and Ft. Wayne, Indiana and Cincinnati, Ohio subject to the following conditions:

**Article I - Assignment of Crews**

- A. Employees will be assigned in regular, pooled, or extra service unless other arrangements are made between the Local Chairmen 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.

**Article II - Relief on Line of Road**

- A. Interseniority district trains requiring relief on line of road under the Hours of Service Law will be relieved by crews in this service.

### Article III - 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 7 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.

### Article IV-Equity

- A. Equity assignment, consistent with the 1991 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).

### Article V - 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.



## Article VI- 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. This Agreement changes scheduled agreements only to the extent necessary to implement service as set forth herein.



Article VIII - Effect of This Agreement

- A. This Agreement shall become effective upon the Carrier serving ten (10) days written notice to the General Chairman.
- B. This Agreement shall continue in effect subject to the provisions of the Railway Labor Act.

FOR THE EMPLOYEES:

FOR THE CARRIER:

---

D. G. Strunk, Jr.  
General Chairman  
United Transportation Union

---

D. N. Ray  
Assistant Vice President  
Labor Relations  
Norfolk & Western Railway Company



Norfolk Southern Corporation  
Three Commercial Place  
Norfolk, Virginia 23510-2191

David N. Ray  
Assistant Vice President  
Labor Relations  
(757) 629-2890

July 1, 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. Strunk, Jr., General Chairman  
United Transportation Union  
817 Kilbourne Street  
Bellevue, Ohio 44811-9407

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,

I Agree:

---

D. G. Strunk, Jr.  
General Chairman

53.



Norfolk Southern Corporation  
Three Commercial Place  
Norfolk, Virginia 23510-2191

David N. Ray  
Assistant Vice President  
Labor Relations  
(757) 629-2690

July 1, 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  
817 Kilbourne Street  
Bellevue, Ohio 44811-9407

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,

I Agree:

---

D. G. Strunk, Jr.  
General Chairman

54.



Norfolk Southern Corporation  
Three Commercial Place  
Norfolk, Virginia 23510-2191

David N. Ray  
Assistant Vice President  
Labor Relations  
(757) 629-2880

July 1, 1997

IN-1 (Muncie to Ft. Wayne and Portland,  
Frankfort, Indiana & Cincinnati, Ohio)

CW-UTU-1-3-3

Side Letter No. 3

Mr. D. C. Strunk, Jr., General Chairman  
United Transportation Union  
817 Kilbourne Street  
Bellevue, Ohio 44811-9407

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,

I Agree:

---

D. G. Strunk, Jr.  
General Chairman

55.





Norfolk Southern Corporation  
Three Commercial Place  
Norfolk, Virginia 23510-2191

David N. Ray  
Assistant Vice President  
Labor Relations  
(757) 629-2690

July 1, 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  
817 Kilbourne Street  
Bellevue, Ohio 44811-9407

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 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,

I Agree:

---

D. G. Strunk, Jr.  
General Chairman

56.



Norfolk Southern Corporation  
Three Commercial Place  
Norfolk, Virginia 23510-2191

David N. Ray  
Assistant Vice President  
Labor Relations  
(757) 629-2890

July 1, 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  
817 Kilbourne Street  
Bellevue, Ohio 44811-9407

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,

I Agree:

---

D. G. Strunk, Jr.  
General Chairman

57.



Norfolk Southern Corporation  
223 East City Hall Avenue  
Norfolk, Virginia 23510-1728

David N. Ray  
Assistant Vice President  
Labor Relations  
(757) 629-2690

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  
817 Kilbourne Street  
Bellevue, Ohio 44811-9407

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 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,

I Agree:

\_\_\_\_\_  
D. G. Strunk, Jr.  
General Chairman

58.



Norfolk Southern Corporation  
Three Commercial Place  
Norfolk, Virginia 23510-2191

David N. Ray  
Assistant Vice President  
Labor Relations  
(757) 629-2690

September 4, 1997

CW-UTU-1-45-1

Mr. D. G. Strunk, Jr., General Chairman  
United Transportation Union  
817 Kilbourne Street  
Bellevue, Ohio 44811-9407

Dear Sir:

This refers to the Fort Wayne-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 Fort Wayne crews laying over at Cincinnati used in the "Bear Crew Service" will be tied up at Fort Wayne upon completion of that tour of duty.

Very truly yours,

A handwritten signature in cursive script, reading 'David N. Ray'.

I Agree:

A handwritten signature in cursive script, reading 'D. G. Strunk, Jr.'.

D. G. Strunk, Jr.  
General Chairman



**ALL EXTRA BOARD EMPLOYEES  
AND ALL ASSIGNED POOL CONDUCTORS**

IN THE EVENT YOU ARE CALLED OUT OF FT. WAYNE TO PROTECT A VACANCY IN THE MUNCIE RELIEF POOL, UPON COMPLETION OF TOUR OF DUTY AT MUNCIE - RETURNING BACK TO YOUR HOME TERMINAL (FT. WAYNE) YOU WILL BE ON CONTINUOUS TIME. THE TIME YOU PUT OFF AT FT. WAYNE WILL BE THE TIME THAT YOU WILL HAVE TO NOTIFY THE CREW DISPATCHER TO REPOSITION YOURSELF ON THE BOARD.

IF YOU ARE AN EXTRA BOARD EMPLOYEE AND YOU PUT OFF AT 1:35 AM AT FT. WAYNE, THAT WILL BE THE TIME HE WILL PLACE YOU ON THE BOARD. IF YOU ARE A POOL CONDUCTOR WORKING IN AN EMERGENCY YOU WILL BE PLACED AT THE BOTTOM OF THE POOL AT 1:35 AM.

IN ORDER TO GET PAID PROPERLY, FOLLOW THESE GUIDELINES:

IF YOU ARE WORKING WITH A MUNCIE CREW WITH PART OF YOU TYING UP AT MUNCIE AND PART OF YOU TYING UP AT FT. WAYNE == DO THE FOLLOWING: ON THE END OF TRIP REPORT HAVE THE CONDUCTOR ALLOW THE CLAIMANT GOING BACK TO FT. WAYNE AN ADDITIONAL 71 MILES AND ADDITIONAL 2 HOUR TRANSPORT TIME. HAVE HIM PUT YOU OFF DUTY 2 HOURS AFTER THE TIME HE PUTS OFF. HE CAN GIVE END OF TRIP REPORT TO THE CLAIMANT GOING BACK TO FT. WAYNE TO FAX UPON HIS ARRIVAL.

THE 71 MILES IS THE DISTANCE THAT IS ALLOWED BETWEEN MUNCIE AND FT. WAYNE. THE 2 HOURS IS THE MAXIMUM AMOUNT OF DRIVING TIME ALLOWED BY COMPANY IF YOU USE YOUR OWN VEHICLE. IN THE EVENT YOU USE COMPANY PROVIDED TRANSPORTATION, IT WOULD BE YOUR ACTUAL ARRIVAL TIME AT FT. WAYNE ADDED TO YOUR TOTAL TIME ON DUTY.

THIS IS WHY I SUGGESTED YOU BRING THE END OF TRIP REPORT BACK TO FT. WAYNE WITH YOU SO YOU CAN COMPLETE IT AND FAX IT TO THE CREW DISPATCHER. DO NOT TRY TO TIE UP AT TWO DIFFERENT LOCATIONS. THE COMPUTER WILL NOT TAKE IT. AFTER YOU FAX YOUR END OF TRIP REPORT AND YOU ARE BACK ON DUTY THE FOLLOING DAY, YOU CAN ALWAYS GO BACK IN COMPUTER UNDER OPTIONS 6 AND 13 AND UPDATE YOUR TIMESLIP WITH ALL NEEDED INFORMATION.

HOPE THIS INFORMATION WILL HELP YOU.. REMEMBER IT IS YOUR REponsibility TO REPOSITION YOURSELF ON THE BOARD BECAUSE CREW MANAGEMENT HAS NO IDEA WHEN YOU COMPLETED YOUR TRIP AND TRANSPORT.

W. J. Waymire  
Local Chairman



ALL EXTRA BOARD EMPLOYEES  
AND ALL ASSIGNED POOL CONDUCTORS

IN THE EVENT YOU ARE CALLED OUT OF FT. WAYNE TO PROTECT A VACANCY IN THE MUNCIE RELIEF POOL, UPON COMPLETION OF TOUR OF DUTY AT MUNCIE - RETURNING BACK TO YOUR HOME TERMINAL (FT. WAYNE) YOU WILL BE ON CONTINUOUS TIME. THE TIME YOU PUT OFF AT FT. WAYNE WILL BE THE TIME THAT YOU WILL HAVE TO NOTIFY THE CREW DISPATCHER TO REPOSITION YOURSELF ON THE BOARD.

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IN ORDER TO GET PAID PROPERLY, FOLLOW THESE GUIDELINES:

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THE 71 MILES IS THE DISTANCE THAT IS ALLOWED BETWEEN MUNCIE AND FT. WAYNE. THE 2 HOURS IS THE MAXIMUM AMOUNT OF DRIVING TIME ALLOWED BY COMPANY IF YOU USE YOUR OWN VEHICLE. IN THE EVENT YOU USE COMPANY PROVIDED TRANSPORTATION, IT WOULD BE YOUR ACTUAL ARRIVAL TIME AT FT. WAYNE ADDED TO YOUR TOTAL TIME ON DUTY.

THIS IS WHY I SUGGESTED YOU BRING THE END OF TRIP REPORT BACK TO FT. WAYNE WITH YOU SO YOU CAN COMPLETE IT AND FAX IT TO THE CREW DISPATCHER. DO NOT TRY TO TIE UP AT TWO DIFFERENT LOCATIONS. THE COMPUTER WILL NOT TAKE IT. AFTER YOU FAX YOUR END OF TRIP REPORT AND YOU ARE BACK ON DUTY THE FOLLOING DAY, YOU CAN ALWAYS GO BACK IN COMPUTER UNDER OPTIONS 6 AND 13 AND UPDATE YOUR TIMESLIP WITH ALL NEEDED INFORMATION.

HOPE THIS INFORMATION WILL HELP YOU.. REMEMBER IT IS YOUR REponsibility TO REPOSITION YOURSELF ON THE BOARD BECAUSE CREW MANAGEMENT HAS NO IDEA WHEN YOU COMPLETED YOUR TRIP AND TRANSPORT.

W. J. Waymire  
Local Chairman





Norfolk Southern Corporation  
Lake Division  
8111 Nelson Road  
Fort Wayne, Indiana 46803  
219 493-5300

January 5, 1998

Michael Green  
Senior Systems Coordinator  
Norfolk Southern

Mr. Green:

Responding to the on-going problems that we are having on the New Castle District concerning the mileage allowed between Ft. Wayne, Indiana and Cincinnati, Ohio.

On September 16, 1996 we put together a list of the allowable mileage between different locations on the New Castle District for the Ft. Wayne/Cincinnati pools. Attached find a packet of 8 pages concerning the above. Pages #3, 4, 5 have to do with the extended miles allowed for running in the Ft. Wayne terminal. These miles are applicable to the initial and final terminal delays.

Also, enclosed you will find a letter dated June 4, 1984, file #23-10-131. This letter is from Asst. Dir. of Labor Relations - R. L. Budzina. He clearly states that the allowable mileage between the 2 terminal (Ft. Wayne & Cincinnati) while running over the former Conrail route to get into Cincinnati, allowable mileage is 193. Ft. Wayne to Clare yards = 195 miles. Running over the Old Way, the CSX Toledo route = 187 miles. (Trains rarely use the Toledo route).

\*\*\*\*\*

This portion of the letter pertains to the newly established relief pools at Muncie, In.

We also have put together 7 sheets showing the allowable mileage between Muncie Indiana and various turning points.

The Mile Post - CF122 is located right at the Muncie Yard Office. From the Muncie Yard Office to Cincinnati, the allowable mileage is exactly 122 miles by the New Way (former Conrail line).

January 5, 1998

M. Green

Page 2

Please read pages 2 & 3 carefully. There are two additional routes into Cincinnati. The Toledo route is at 116 miles and the former Conrail route to Clare yards is 124 miles. Station #10898 MP - CV11070. All miles figured from Muncie Yard Office, mile post CF-122.

The allowable mileage between Muncie and Ft. Wayne is 71 miles. 71 is the maximum amount of miles crews can claim unless they backlap between Muncie and Ft. Wayne. They are allowed 10 additional miles if they transport within the Ft. Wayne terminal. (Read the last paragraph of page 3 pertaining to this).

I am enclosing a complete 61-page reference guide that we have given the employees in the Muncie relief pools. Also, find a set of the 30 pages that were given to employees working the Ft. Wayne/Cincinnati pools.

If you have employees who you think are entering incorrect miles, please make copies of the time claims and forward them to me. I will research them. I check the computer daily on the New Castle district to see what each train crew is claiming.

You must understand that there is an inordinate amount of mileage that crews may claim due to the fact they are running in 4 different directions out of their home terminal. They are also allowed to run back through their terminal and go a different direction. All this back lapping is terribly confusing, even for those of us working here.

I hope this information will assist you in correctly paying the Lake Division /New Castle employees.

Regards,

N.T. Boehm - TM  
Trainmaster Boehm  
Muncie, Indiana

cc: J. A. Irwin  
Ed Elliot  
W.J. Waymire

November 3, 1997

J. A. Irwin  
NS Lake Division  
8111 Nelson Road  
Ft. Wayne, IN 46803

Mr. Irwin:

The information attached to this letter is information that Mr. White and I put together to assist the new Muncie relief crews which explains what they are and are not entitled too. While compiling this information we took the liberty of calling Matt Salazar's office and we also contacted our general chairmans. There is no controversial information in this packet, but the employees that are working the Muncie relief pool need to have this agreement explained to them.

The following points should be clarified to all the Muncie relief crews:

1. Taxi miles for being transported by taxi, are not to be added to their basic pay. They get paid actual rail miles for deadheading. Example: 79 miles from Muncie to Ft. Wayne by taxi, rail miles = 71. The 71 miles is all they would be entitled to.
2. Multiple Pull-Ins: This is a relief pool. When pulling trains through Muncie to Ft. Wayne or Cincinnati, then instructed to get 2<sup>nd</sup> train and pull it to Cincinnati or Ft. Wayne.... this is not classified as multiple pull-in, due to the fact that the trains they relieve are not tied up at the point the relief crew went on duty.
3. They are not allowed any penalty miles account taking trains up on Chicago District between Runnion and Hadley. Crews are only entitled to actual rail miles run.
4. Protected employees hired before 1985 who are entitled to initial or final terminal delay are only entitled to this pay going on or off duty at Muncie or Cincinnati. Frankfort, Ft. Wayne and Portland for this Muncie relief pool are not terminals....they are turning points.

November 3, 1997

J. A. Irwin

page 2

Mr. White and I will take the time to contact each person working this relief pool and give them a copy of this information we have compiled and go over it with them. Trainmaster Boehm and Road Foreman Walker are checking the time reports that the employees are submitting. If they find they are submitting claims for something incorrectly, they will contact the claimant and inform Mr. White and I so we can educate them to the proper procedure.

Also, when I have a trainman or conductor who receives a decline, I take the time to write it up and explain to them the reason why they are not entitled to what they were claiming. I hope this will assist all of us by getting this pool started on the right track.

Regards,

W. J. Waymire

D. L. White



April 20, 1998

Mr. Michael Greene  
Accounting Systems  
NS Corporation  
110 Franklin Road S.E.  
Roanoke, VA 24042

Mr. Greene:

Enclosed find a letter that was issued for the UTU employees and BLE of New Castle District. These letters are in reference to Mr. Boehm's letter to you of June 5<sup>th</sup>, 1998. The information in that letter was compiled by Mr. Boehm and myself.

As I stated in the letter to the employees, that conference and the letter that went to payroll has been a great help in correcting errors in the payroll system. Our Superintendent, Mr. Irwin and I, got together earlier this week and I learned from him that Mr. Elliott is no longer a time keeper handling time claims for the New Castle District. I understand that we have a new timekeeper, Sandra Purdy.

You may have already given Sandra this packet of information (dated June 5) but I have reprinted it and sent it along with this letter. I would appreciate it if you would forward this all to Sandra.

I have been local chairman here for 27 years. You and I have met several times and you know that I am one of the few people that will work closely with the company to solve any type of problems that we would have with our payroll system or any other type of agreements. Sandra has not met me, but I would like for you to explain to her the unique situation that I have with the company in trying to educate the employees to properly use the computer payroll system.

As you are aware, the New Castle district is the longest district on the lake division. Most of our trains are "step on trains". This means the employees get on at one point and get off at another point and do nothing except move freight between the two points.

Michael Greene  
April 20, 1998  
page 2

We have approximately 6 employees who have a difficult time comprehending what they are instructed to do. I believe you met a few of them when you were at Ft. Wayne. (Dave Dowden, Ed Lunguy, Mike Green, Tom Wade, Rodney Griggs, Marty Clark.) I bring this to your attention because many times I have had to call the timekeeper to straighten out these individuals pay. Please explain to Sandra that I will continue with my efforts and work with her on the New Castle District payroll problems. Working together, we can at least hold down the frustrations of the men and make this pay system work for both of us.

I may have misspelled Sandra's name. Please send me her business card or information in reference to her name, title, phone, fax..etc. This will be for my use only and will not be given to anyone.

Thank you for your continued efforts concerning our payroll system.



Bill Waymire

Local Chairman, New Castle District



Norfolk Southern Railway Company  
Lake Division  
8111 Nelson Road  
Fort Wayne, Indiana 46803  
219 493-5300

March 25, 1999

TO: ALL EMPLOYEES  
NEW CASTLE / FRANKFORT DISTRICTS  
(Be governed accordingly by the information contained in this letter)

While running our internal audits on claims submitted on the above districts we found the following ambiguous claims:

1. NON SERVICE OR PENALTY CLAIMS FOR RUNNING OFF ASSIGNED TERRITORY - example: Several employees have submitted claims for relieving train 228 and train 197 on the Detroit District (at Ft. Wayne). In the claims they have stated they taxied to Thurman Sta. 09345. Records indicate the claimants never left Ft. Wayne terminal. The train was sitting at hold-out signal on the Detroit district. This is not outside of your assigned territory. You cannot submit false facts on a non-service timeslip. To do so would subject you to an investigation and possible dismissal.
2. MULTIPLE PULL-INS: I have found employees submitting mileage on the service timeslip that they were not entitled to. Example: An employee taxied to 7-mile, Ohio to relieve a train. Turning point miles = 37. Total miles for trip 74 miles. They relieve a 2<sup>nd</sup> train at Crescentville. Turing point miles 22 miles. Total miles = 44 miles. Then, taxied from Cincinnati to Ft. Wayne. Taxi rail miles = 193 miles. Correct mileage for this timeslip would be  $74 + 44 + 193 = 311$  miles. Under RM & RT codes the RM would be 37 miles. RT code would be the time you left the station to get the train that you are claiming the 74 miles on. ***Do Not claim 130 for the 1<sup>st</sup> one , 130 for the 2<sup>nd</sup> and then 193 for transport = 453 miles.*** This practice must cease immediately. This is a clear case of falsifying a service time report. If you still have questions on this, I strongly suggest you speak to your local chairman for clarification.



3. PENALTY TIME SLIPS ACCOUNT NOT TRANSPORTED BACK TO HOME TERMINAL AFTER COMPLETION OF TOUR OF DUTY FROM AWAY FROM HOME TERMINAL: I have found cases where employees have voluntarily asked to go back to the motel instead of transporting back to home terminal. Then later, put in a penalty timeslip for a basic days pay. ***This will no longer be tolerated.*** Effective immediately, if you submit a penalty timeslip account not transported back to home terminal after completion of tour of duty, after laying over at Cincinnati, ***you must have the name of the supervisor that instructed you to return to the motel on the timeslip*** Do not put the phrase "I was instructed by the yardmaster DI" ***You must state (by name) who instructed you to go back to the motel.***

4. MILEAGE : I have found time claims for crews that have departed Thomas Road or Lindenwood Road (off Chicago District) due to not arriving at off duty point until after they were on overtime, claiming 193 miles instead of the proper mileage for departing from these two points. Omitting mileage that you are entitled to, in order to start your overtime factor sooner...is stealing. ***It will not be tolerated.*** Also, let me remind you that if you add miles to a timeslip for which you are not entitled, you are subject to dismissal for submitting a false claim. I have found employees putting in 228 miles for going to Hadley Road from Cincinnati. The proper mileage is 226. If you are claiming more mileage than you are allowed, you better explain it well in your remarks. If you did not run the miles...do not claim them !

5. ASKING FOR 2<sup>ND</sup> SCREENS IN RELIEF TRAIN SERVICE:

Item #1 - If you are working an assigned local, ***you absolutely are not entitled to another screen.*** You are not entitled to use the RM & RT codes to claim a 2<sup>nd</sup> day . Locals may be used in relief train service. They are paid on continuous time or mileage basis. Locals may enter & leave the terminal on relief train service during the full 12 hours of the assignment.

Item #2 - If you are called off the extra board to work an L99 or any other L symbol local, including working off your assigned pool place to protect an L symbol train, you are not entitled to a 2<sup>nd</sup> screen, if you are used in relief train service, nor can you use the RM & RT codes to claim a 2<sup>nd</sup> day. It is all continuous time or mileage.

Item #3 - I have found crews working locals who have left their terminal and were used in relief train service and upon arrival back at their terminal, put off duty - then called crew management and asked for a 2<sup>nd</sup> screen account leaving their terminal a 2<sup>nd</sup> time. ***This will not be tolerated.*** If you are a local, you do not tie up until completion of your tour of duty for that calendar day.




March 25, 1999  
All Employees  
page 3

6. MUNCIE RELIEF POOLS:

Item #1 - There are only two terminals for the Muncie relief pools - Muncie & Cincinnati. The Muncie relief pool can run in & out of Ft. Wayne, Portland & Frankfort and you are not entitled to a 2<sup>nd</sup> screen. You cannot use the RM & RT codes for a 2<sup>nd</sup> basic day. I have found crews submitting time claims with RM & RT codes account relieving trains destined to or from these three turning points. The Muncie relief pool can run all four directions in and out of Muncie. **Exception:** When you start your tour of duty at Muncie or Cincinnati and you go through to the opposite terminal & the carrier then uses you to go back out in relief train service - you can tie up your original train. They will give you a 2<sup>nd</sup> screen with a relief train symbol. In the event you go out and pull in another train and bring it to the point of origin (where you received your relief train screen) and/or the mileage exceeds 25 miles or 8 hours on duty - you can then use the RM / RT codes for 2<sup>nd</sup> basic day.

I strongly urge all of you to educate yourself on your agreements. As a supervisor, I can no longer overlook the false claims which are being submitted. Each craft has a local chairman. Both local chairmen have put out a packet of information spelling out in detail the proper procedures to use when submitting claims. We are all professional railroaders. Please act like it.

If I can assist you with any of the above, please let me know.

  
\_\_\_\_\_  
N. T. Boehm  
Trainmaster