

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 9 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) 828-2880

July 1, 1997

IN-1 (Muncie to Ft. Wayne and Portland,
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CW-UTU-1-3-3

Side Letter No. 1

Mr. D. G. Strunk, Jr., General Chairman
United Transportation Union
817 Kilbourne Street
Bellevue, Ohio 44611-9407

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

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

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

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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



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

David N. Ray
Assistant Vice President
Labor Relations
(757) 829-2680

July 1, 1997

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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



**NORFOLK
SOUTHERN**

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

David N. Ray
Assistant Vice President
Labor Relations
(757) 628-2680

July 1, 1997

IN-1 (Muncie to Ft. Wayne and Portland,
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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

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,
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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

Norfolk Southern Corporation
Three Commercial Plaza
Norfolk, Virginia 23510-2181

David M. Ray
Assistant Vice President
Labor Relations
(707) 629-2080

July 1, 1997

CW-UTU-1-45-1

Mr. D. G. Strunk, Jr., General Chairman
United Transportation Union
617 Kilbourne Street
Bellevue, Ohio 44611-9407

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,

I Agree:

D. G. Strunk, Jr.
General Chairman