

YARD SERVICE

AGREEMENT

Between The

NORFOLK AND WESTERN RAILWAY COMPANY

And The

UNITED TRANSPORTATION UNION (C&T)

Governing Wages and Working Conditions of

Former Wabash Yardmen and Switchtenders

(Excepting St. Thomas Division

and Chicago Switching District)

Effective November 1, 1976

Revised and Updated July 1, 1982

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NOTE: SEE EACH INDIVIDUAL YARD FOR DETAILED INDEX

ARTICLE 1

ALLOWANCES - OUTSIDE SCOPE

Sec. 1.

Yardmen assigned to other than their regular duties will be paid the established rate for the service performed, but in no case shall yardmen so assigned be paid less than on the basis of their regular rates.

Sec. 2.

Yardmen attending inquests or court under instructions from the Carrier will be allowed one (1) day's pay at their regular rates for each day so engaged, plus actual expenses. Time earned under this rule will be paid for in not less than thirty (30) days from the time rendering the service and presenting claim, it being understood that the Carrier will endeavor to make such payment within a period of fifteen (15) days from the time rendering the service and presenting claim.

Sec. 3.

(a) Yardmen attending investigations by order of the Carrier will be paid full rates for time lost when not found at fault, with a minimum of eight (8) hours for each day so held. Investigations will be held as far as possible at a time that will result in the least disturbance to the men during the rest period.

(b) Investigations covering minor accidents and irregularities will be held in the office of the general yardmaster, as far as practicable, at points where it will be more convenient for the men. This paragraph will apply to regular yardmen who may be laying off of their own accord in the same manner as though they were working.

Sec. 4.

Pilots will receive not less than yard foremen's rate.

Sec. 5.

All official papers that require Notary Public or other court officers approval, the expense shall be paid by the Carrier.

Sec. 6.

Yardmen compelled to lose time on account of attending to legal matters of the Carrier will be paid as per Section 3, Paragraph (a).

ARTICLE 2

APPLICATION OF SCHEDULE

Sec. 1.

This schedule shall not operate as an annulment of any better conditions of yardmen, nor abrogate any privileges heretofor enjoyed by yardmen, except as provided for in this Schedule.

ARTICLE 3
ARBITRARIES AND SPECIAL ALLOWANCES

Sec. 1.

Where it has been the practice or rule to pay a yard crew or any member thereof arbitraries and special allowances, or to allow another minimum day for extra or additional service performed during the course of, or continuous after and of, the regularly assigned hours, such practice or rule is hereby eliminated, except where such allowances are for individual service not properly within the scope of yard service, or as provided in Section 2 of this Article.

Sec. 2.

Where regularly assigned to perform service within switching limits, yardmen shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

NOTE: A road crew will be considered available when rest is up and subject to call.

ARTICLE 4

ASSIGNMENTS

Sec. 1.

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

ARTICLE 5

BASIC DAY

Sec. 1.

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

ARTICLE 6
BULLETINING ASSIGNMENTS

Sec. 1.

(a) When a permanent vacancy occurs, it shall be bulletined for three (3) days and then given to the oldest yardman making application for same, excepting in cases provided for in Section 2, assignments to be made for the fourth day.

(b) When a vacancy created by a regularly assigned yardman being absent from the service for any reason, exclusive of days absent on vacation with pay, is known to be of more than ten (10) days duration, such vacancy will be bulletined as a permanent vacancy and filled in accordance with the provisions of Paragraph (a) of this Section 1.

(c) When the former regularly assigned yardman reports for duty, he shall have the right to displace any yardman his junior, subject to the provisions of Section 2 of this Article, displaced as a result of the former regularly assigned yardman reporting for duty shall have the right to exercise their seniority in the same manner.

Sec. 2.

A yardman accepting a new position will not be allowed to make application for his former position for a period of thirty (30) days.

Sec. 3.

An engine assigned to service five (5) days or more each week will be considered a regular engine, but such jobs will be bulletined and assignments made in accordance with the rules, after being in service three (3) days, providing it is apparent that they will work five (5) or more days per week. (Revised August 18, 1952)

Sec. 4.

When the starting time or working conditions of an engine is changed, the engine will be bulletined as per Section 3 of this Article.

Article 6 (continued)
Section 5

Sec. 5.

A bulletin shall be kept in each yard office upon which assigned crews and extra men shall be registered.

Sec. 6.

Vacancies for assistant yardmaster will be bulletined for three (3) days and then given to the oldest yardman making application for same, if competent; it being understood, however the the Carrier will reserve the right to fill such positions with other employees when deemed advisable. In event vacancy is not given senior yardman making application for same, reason therefor will be given him in writing.

NOTE: This Section 5 is also contained in Article 37, Section 9 of this Schedule.

NOTE: These Sections are also contained in Article 37 - Seniority.

ARTICLE 7

CABOOSES

Sec. 1.

Yardmen will be furnished cabooses properly equipped in all transfer service.

ARTICLE 8

CALCULATING ASSIGNMENTS AND MEAL PERIODS

Sec. 1.

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

ARTICLE 9

CHAINING UP CARS

Sec. 1.

Yardmen will not be required to chain up cars in yards or on repair tracks where car inspectors or car repairers are employed and on duty.

ARTICLE 10

COMMUNICATIONS SYSTEMS - RADIOS

(Adopted from Article VIII of the January 27, 1972 Agreement)

Sec. 1.

(a) The use of communication systems, including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employees covered by this Schedule. Existing rules to the contrary are hereby eliminated.

(b) On roads where rules now exist which provide for the payment of arbitraries to employees for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

(c) Portable radios hereafter purchased for the use of and carried by ground service employees in yard and transfer service will not exceed three (3) pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Portable radios used by ground service employees in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973, or their use discontinued.

(d) The size and weight of portable radios used by ground service employees in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three (3) pounds.

(e) Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

(f) At locations where radio is used sufficient frequency channels will be utilized to provide safe communications.

Article 10 (continued)

Sec. 2. - Memorandum of Agreement signed October 27, 1980.

(a) Yardmen who have been assigned a portable radio will not be held responsible for its loss or damage while on or off duty if it can be shown that reasonable care has been used in protection of such equipment.

(b) Yardmen will not be responsible for their radios if, after placing same in locker and properly locking same, the locker is broken into.

(c) Portable radios will be equipped with a suitable holder and belt which will firmly hold the radio close to the body.

ARTICLE 11

COMPLAINTS

Sec. 1.

(a) All complaints made by one (1) employee against another must be made in writing, and the papers shall be open to inspection.

(b) The proper officers of the Carrier will hear any reasonable complaint made by individual yardmen or by the authorized committee representing the same, provided due notice shall be given the Carrier in writing of the subjects of complaint, and a special appointment made as to the time and place same shall be considered.

ARTICLE 12

CONDITION OF ENGINE - SWITCH LIGHTS

Sec. 1.

Yardmen shall not be compelled to work longer than one (1) shift with engines not properly equipped with brakes, grab irons, foot boards and head lights on front and rear of engines; and the use of unequipped engines shall not be prolonged by the substitution of one such engine for another, nor shall they be changed from one crew to another.

Sec. 2.

The Carrier will give particular attention to the repairing of any leaks which might cause steam to escape to such an extent as to obscure the view of the yardman.

Sec. 3.

All switches in yards will be equipped with switch lights and/or banners.

ARTICLE 13
COUPLING HOSE

Sec. 1.

When yardmen are required by instructions of a yardmaster or other officer of the Carrier, to couple or uncouple air hose, and/or make car-to-car air test, in yards or on repair tracks or industrial or interchange tracks, they will be allowed \$5.37 (effective January 1, 1981), except as provided in Section 2 of this Article. This allowance shall be adjusted by the percentage of future wage adjustments.

Sec. 2.

Yardmen will not be entitled to the allowance provided by Section 1 of this Article, when required to couple or uncouple air hose:

- (a) Between engine and first car.
- (b) Between caboose and rear car.
- (c) Between engine and caboose.
- (d) Between cars where cuts are made for crossings.
- (e) Between cars doubled from one track to another.
- (f) Between cars where cuts are made to set out cars.
- (g) Between cars because of break-in-two.

Sec. 3.

The allowance of \$5.37 as provided by Section 1 of this Article, will be paid to all members of the ground crew but will be paid only once in the course of a tour of duty even though such work is performed more than once, and the payment of such allowance will constitute full compensation for all such work performed, including the making of air tests, during the course of a tour of duty.

Sec. 4.

Yardmen will not be required to couple or uncouple air hose on cars other than those handled by their engines.

ARTICLE 14

DAYLIGHT SAVINGS TIME

Sec. 1. - Letter dated April 26, 1967

Employees shall be paid on the basis of time shown by the clock when advanced one (1) hour from Standard Time to Summer Standard Time on the last Sunday in April and when the clocks are set back one (1) hour from Summer Standard Time to Winter Standard Time on the last Sunday in October.

Sec. 2.

The Carrier, should in advance, see that employees prepare their time reports accurately on the basis of the clock, as it will, of course, result in employees in yard service on duty at the time of the change being paid overtime after only seven (7) hours on duty in moving from Standard Time to Summer Standard Time. Employees with respect to this matter, should be thoroughly informed, in order that accurate hours will be reported by the clock with respect to time on duty and off duty in the transition.

ARTICLE 15

DISCIPLINE

Sec. 1.

No yardman will be dismissed or suspended from the service of the Carrier or disciplined, without a fair and impartial investigation, and shall have the privilege of having the regular constituted committeeman of the U.T.U. (CIT) to represent him and assist at the investigation.

Sec. 2.

(a) Any yardman who has been dismissed or suspended shall be entitled to a special hearing if he shall make request therefor, in writing to the Superintendent of the Division upon which he is employed, within ten (10) days from the date of his suspension or discharge. Ordinarily these hearings will be held within seven (7) days from the date of his suspension or discharge, and he shall have the privilege of being represented by an employee or committee of his choice. Witnesses may be examined separately, and in case statements are conflicting, those whose statements conflict may be heard together, and he shall be notified promptly of result of investigation.

(b) Employees will be furnished copies of statements made at investigations, which they are required to sign.

Sec. 3.

In case the suspension or dismissal is found to be unjust, the yardman shall be reinstated and paid for all time lost, and the record corrected.

Sec. 4.

Results of investigations shall be made known within ten (10) days after the hearing.

NOTE: This Article 15 not applicable to Decatur, Illinois, (Article 53), or St. Louis, Missouri, (Article 60).

ARTICLE 16

FIVE DAY WORK WEEK

(Adopted from Article 3, Agreement A of May 25, 1951,
as revised by the October 4, 1955 Agreement)

Sec. 1.

(a) Effective December 1, 1955, each carrier, which has not theretofore done so, will establish for all classes or crafts of yard service employees covered by this Article, subject to the exceptions contained therein, a work week of forty (40) hours consisting of five (5) consecutive days of eight (8) hours with two (2) days off in each seven (7), except as hereinafter provided. The foregoing work week rule is subject to all other provisions of this Article.

(b) Due to the necessity of changing existing assignments to conform to the reduced work week provided for in Section 1, the Carrier will, prior to the effective date, post notices or bulletins required by schedule, bulletin rules or practices in effect.

(1) Railroads or portions thereof on which yard assignments are bulletined:

Listing the days off of regular assignments and advertising regular relief assignments.

(2) On properties or portions thereof operating under the strict seniority or mark-up plan yard service employees shall select and be assigned "days off" periods as provided for below:

(a) Listing regular assignments according to service requirements.

(b) After all known assignments for yard service employees have been posted, all yard service employees will be required to make seven (7) choices of their preferred "days off" period and the local chairman and local officers will cooperate in assigning the employees their "days off" period in accordance with their seniority. After "days off" have been assigned yard service employees will exercise seniority on the days of their work week in accordance with rules or practices in effect on individual properties or yards.

Article 16, Section 1
Paragraph (b)(2)(c) (continued)

(c) After the "days off" periods have been assigned as referred to in Section 1(b)(2)(b) of this Article, days off periods assigned to individual employees shall remain unchanged except when a vacancy occurs in a "days off" period, a new assignment is created, or when affected by a force reduction. Employees exercising seniority to other "days off" periods will be governed by the provisions of Section 11(b).

(d) Extra men will be handled in accordance with Section 6.

(3) The changes as enumerated above shall begin on the effective date of this Article 3, and employees may exercise seniority rights to select the assignment, or days off of their choice.

(4) After assignments as referred to in Section 1(b)1 and Section 1(b)(2)(a) have been made changes thereafter shall be made in accordance with schedule, bulletin rules or practices in effect.

Sec. 2.

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned employees shall mean a period of seven (7) consecutive days starting with Monday.

Sec. 3.

(a) When service is required by a Carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men or unassigned employee. Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five (5) consecutive days of work, designated days of service, and definite starting time on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the

Article 16, Section 3
Paragraph (a) (continued)

periods specified in the starting time rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one (1) extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(b) Where regular relief assignments cannot be established for five (5) consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3(a), such assignments may be established for five (5) consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one (1) extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

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

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

(e) Regular relief assignments for yard crews will be established for the crew as a unit, except in yards operating under strict seniority or mark-up rules. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties, on a property desires, the designated days off need not be the same for individual members of a crew.

Representatives of the Carrier and of the employees will cooperate in designating days off of individual members of a crew.

Article 16, Section 3
Paragraph (e) (continued)

NOTE: It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered one of the operational problems.

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

Sec. 4

(a) At points where it is not practicable to grant two (2) consecutive days off in a work week to regularly assigned or regular relief employees agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed five (5) consecutive weeks.

(b) If the Carrier contends it is not practicable to grant two (2) consecutive days off to a regularly assigned or regular relief employee and that it is necessary to establish non-consecutive days off, representatives of the Carrier and representatives of the employees will confer and endeavor to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the Carrier may nevertheless establish non-consecutive days off, subject to the right of the employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the Carrier to prove that it was not practicable to grant two (2) consecutive days off.

Sec. 5.

(a) On properties where men hold seniority in both road and yard service and work from common extra boards protecting both classes of service, such extra boards will be separated except as otherwise provided in the Note following this Sec. 1. On these properties separate

Article 16, Section 5
Paragraph (a) (continued)

extra boards covering road and yard service respectively will be established and regulated in accordance with applicable rules on the individual properties consistent with service requirements. Employees on common extra boards which are separated will exercise their choice to work on either the road or yard board in accordance with their seniority rights.

(b) Employees selecting yard extra boards will remain on same for at least seven (7) calendar days, except when cut off by reduction in force, when required to protect their seniority as yardmasters, or when they bid in a regular assignment in yard service as hereinafter provided.

(c) Regular or extra yard service employees bidding into road service, regular or extra, will not be permitted to work in road service other than as provided in the following paragraphs until the expiration of their work week in yard service. Employees on the yard extra board bidding in regular or regular relief assignments in yard service or employees on strict seniority or mark-up boards exercising seniority to different "days off" periods will be governed by the provisions of Section 11 of this Article 3.

(d) Employees selecting yard service under this Section 5 will be considered as not available for road service during any work week except as provided herein. Where one of the boards becomes exhausted, employees on the other board may be used for work ordinarily falling to men off the exhausted extra board and will be considered as still attached to the board of their selection. Such employees will be compensated for each tour of service on the basis of payments as provided for by rules in effect on the various properties covering service performed from common extra boards.

(e) Rules relating to the exercise of seniority will be relaxed to the extent necessary to comply with this Section 5.

NOTE: In instances where because of the limited amount of work involved separation of such boards is not practicable, the matter shall be negotiated between representatives of employees and representatives of management on individual properties and reasonable arrangements entered into looking to the maintenance of common boards.

Article 16, Section 6 (continued)

Sec. 6.

Extra or unassigned employees may work any five (5) days in a work week and their days off need not be consecutive.

Sec. 7.

(a) In event a regular or regular relief job or assignment is annulled for one (1) day or more, the yard service employee or employees holding the job or assignment may exercise their seniority in accordance with rules in effect on the property.

INTERPRETATION: - Letter of Understanding dated July 29, 1981.

Regularly assigned yardmen will be given proper advance notice when their regular assignment is annulled for one (1) or more days.

The definition of proper notice is that the regularly assigned yardmen will be notified prior to going off duty the preceding day when their regular assignment is to be temporarily annulled on the following day, except when the preceding day is a rest day of the yardmen, in which event they will be given sufficient advance notice in order to exercise their seniority without the loss of time. The minimum advance notice under these circumstances will be three (3) hours prior to the earliest starting time of the shift on which the yardman is regularly assigned, provided he can be contacted by telephone.

(b) Any yard service employee or employees who because of their seniority standing, or for other reasons, are unable to place themselves on a regular job or assignment on the day or days their job or assignment is annulled, will revert to the extra board and be placed thereon, in addition to the men then on the extra board, in accordance with rules in effect on the property.

(c) In event a regular or regular relief job or assignment is annulled for one (1) day or more and any or all of the displaced yard service employees are unable to displace an employee or employees with lesser seniority on such day or days, thereby being deprived of working one (1) or more of the five (5) days of the job or assignment, such yard service employee or employees, if they so desire, shall be placed on the extra board in addition to the men then on the board so as to be available for work on the sixth (6th)

Article 16, Section 7
Paragraph (c) (continued)

and/or seventh (7th) day of the work week to provide them an opportunity to work five (5) straight time shifts during the work week, provided:

- (1) That such yard service employees endeavored to exercise their seniority as provided in paragraphs (a) and (b) of this Section 7.
- (2) That such yard service employees are used from the extra board in accordance with rules in effect on the property.
- (3) That such service for the first eight (8) hours on such sixth (6th) and/or seventh (7th) days will be paid for at straight time rates, until such employee or employees have worked five (5) straight time shifts in that work week, any service in excess of eight (8) hours on such days to be paid for under the overtime rules.

Sec. 8.

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

(b) Overtime rules relating to extra yardmen as provided for in Section 8(b) of agreement have been incorporated in Paragraph B of Article 3, "Overtime".

(c) Employees working more than five (5) straight time eight (8) hour shifts in yard service in a work week shall be paid one and one-half times the basic straight time rate for such excess work except:

- (1) Where days off are being accumulated under Section 4 of this Article.
- (2) When changing off where it is the practice to work alternately days and nights for certain periods.
- (3) When working through two (2) shifts to change off.
- (4) Where exercising seniority rights from one (1) assignment to another.

Article 16, Section 8
Paragraph (c)(5) (continued)

(5) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

(d) In the event an additional day's pay at the straight time rate is paid to a yard service employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five (5) straight time eight (8) hour shifts referred to in Paragraph (c) above.

(e) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in paragraph (c) of this Section 8, be utilized in computing the five (5) straight time eight (8) hour shifts referred to in such paragraph (c) of this Section 8, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime. Existing rules or practices regarding the basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., also for calls, basic day, transfer time, stand-by time and compensation therefor, preparatory time, starting time (except as otherwise provided in Section 3) and similar rules are not affected by the provisions of this Article.

(f) Any tour of duty in road service shall not be considered in anyway in connection with the application of the provisions of this Article, nor shall service under two (2) agreements be combined in any manner in the application of this Article.

Sec. 9.

Deleted (See Vacation Agreement - Article 46)

Sec. 10.

Existing weekly or monthly guarantees producing more than five (5) days per week shall be modified to provide for a guarantee of five (5) days per week. Nothing in this Article shall be construed to create a guarantee where none now exists.

Article 16, Section 11 (continued)

Sec. 11.

(a) All regular or regular relief assignments for yard service employees shall be for five (5) consecutive calendar days per week of not less than eight (8) consecutive hours per day, except as otherwise provided in this Article.

(b) An employee on a regular or regular relief assignment in yard service who takes another regular or regular relief assignment in yard service, or selects another "days off" period on a strict seniority or mark-up board in yard service, will be permitted to go on the assignment or "days off" period of his choice, and will take the conditions of that assignment or "days off" period but will not be permitted to work more than five (5) straight time eight (8) hour shifts, as referred to in Paragraph (d) of this Section 11, in the work week of the assignment or "days off" period which he had at the time he made his choice; provided, however, that if the foregoing would not permit such employee to work one (1) or more days of the assignment of his choice, and if there is no extra man available who could be used to perform the work on those days, he may be used to work those days at the straight time rate.

(c) An employee on a yard extra board who takes a regular or regular relief assignment in yard service will be permitted to go on the assignment of his choice and will take the conditions of that assignment.

An employee on a regular or regular relief assignment who goes on an extra board will take the conditions attached to the extra board, but will not be permitted to work more than five (5) straight time eight (8) hour shifts, as referred to in Paragraph (d) of this Section, in the work week starting with the Monday in which the change is made.

(d) Except as provided in Paragraphs (b) and (c) of this Section, employees, regular or extra, will not be permitted to work more than five (5) straight time eight (8) hour shifts in yard service (excluding the exceptions from the computations provided for in Section 6, Paragraphs (c), (d) and (e) in a work week, unless the extra board has been exhausted and the exigencies of the service require the use of additional men, in which event senior available employees in the class in which the vacancy occurs shall be used in accordance with applicable rules or practices in effect on individual properties.

Article 16, Section 12 (continued)

Sec. 12.

(a) Where reference is made in this Article to the term "yard service" it shall be understood to have reference to service performed by employees governed by yard rules and yard conditions.

(b) Section 3(e) and Section 5 of this Article shall not apply to:

- (1) Car Retarder Operators
- (2) Hump Motor Car Operators (Chauffeurs)
- (3) Levermen
- (4) Switchtenders (sometimes classified as Switchmen)

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

Sec. 13.

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

Sec. 14.

The parties hereto have in mind conditions which exist or may arise on individual carriers in the application of the five (5) day work week, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the Carrier, may enter into additional written understandings to implement the purposes of this Article, provided that such understandings shall not be inconsistent with this Article.

NOTE: Following are interpretations applying with respect to several sections of foregoing Article 16 (adopted from Memorandum of Agreement signed July 31, 1952):

Article 16, Section 14 (continued)
Interpretations:

INTERPRETATIONS

Sections 1 and 3(e)

(1) Where mutually agreed to by the Superintendent and Local Chairman, bulletins may be issued and assignments made in accordance with Article 37, Section 2(a) of this Schedule.

(2) Regular individual relief assignments may be established where the individual members of a crew or crews have different designated days off. Where mutually agreed to by the Local Chairman and Superintendent, the individual regular relief assignment may be bulletined for a helper and the senior helper on the crew as constituted on the day or days off of the regular assigned foreman may be used as foreman.

Section 1(b)(1)

(1) The days off apply to the assignment and not to the man.

Section 1(b)(4) and Section 3

(1) If the days off of a regular or regular relief assignment are changed, that assignment will be bulletined.

(2) If there is a change in the starting time or working conditions of a regular assignment which is included in a regular relief assignment, the regular relief assignment will be bulletined.

(3) If a regular assignment which is included in a regular relief assignment is permanently abolished, the regular relief assignment will also be abolished.

Section 8, Paragraph (e)

(1) No yardman who loses time on his regular assignment by reason of working on a position not covered by the Schedule for Yardmen will be permitted to work on the days off of his regular assignment, except when and as provided by Section 7, Paragraph (c).

Article 16, Section 14 (continued)
Interpretations

INTERPRETATIONS

Section 11

(1) An employee on a regular or regular relief assignment in yard service who, as a result of being displaced, displacing or bidding, takes another regular or regular relief assignment in yard service will be permitted to go on that assignment, and will take the conditions of that assignment. If, as a result of the foregoing, such employee works more than five (5) straight time eight (8) hour shifts in the work week of the assignment he previously had, he will be paid for the work on such days at the straight time rate.

ARTICLE 17

FOREMEN

Sec. 1. - Memorandum of Agreement signed August 20, 1975,
Effective September 1, 1975.

(a) All combined road-yard employees entering the service of the Carrier on and after September 1, 1975, must submit themselves for promotion to yard foreman in order of their seniority.

(b) (1) The seniority standing of combined road-yard employees in service prior to the effective date of this agreement will not be changed by this agreement, and they will not be required to take written or oral examination, and on effective date of this agreement all combined road-yard employees who have forfeited their rights to perform service as extra yard foreman will have such rights restored.

(2) All combined road-yard employees promoted to foreman will be permitted to give up their yard foreman's rights and have their rights restored as provided in present local yard agreements.

(c) All combined road-yard employees hired after September 1, 1975, to be eligible for position of yard foreman in addition to passing required written and oral examinations, must have at least one hundred twenty (120) days actual experience in road or yard service. Such employees will be notified to take the examination as soon as practical after working the aforementioned one hundred twenty (120) days and will be furnished a copy of examination questions not to exceed one hundred (100) questions, thirty (30) days prior to the written examination.

(d) (1) All combined road-yard employees who have written their examination will be given oral examination within thirty (30) days of the written examination and if successful in this examination they will be placed on the yard foreman's seniority list in accordance with their seniority standing on the road-yard seniority list.

Article 17, Section 1
Paragraph (d) (2) (continued)

(2) All employees covered by this agreement who have passed written examination and failed the oral examination will not be required to re-write written examination.

(e) (1) Each combined road-yard employee will be examined for promotion according to his seniority. Failing to pass examination, book of rules or timetable, he shall forfeit his right to promotion for a period of sixty (60) days.

(2) Failing to pass examination a second time, the employee shall forfeit his rights for a period of sixty (60) days longer.

(3) On the third examination he may have a member of the UTU Committee present, and failing to pass third examination, he shall be permitted to retain and exercise his seniority rights as yard helper or road brakeman.

(4) If the combined road-yard employee passes on the second or third examination, the date of his seniority as yard foreman will be as of the date he should have been examined in his turn.

(f) If on account of sickness or some other unavoidable cause a combined road-yard employee is unable to present himself for examination in his regular turn for promotion, he will be examined as soon thereafter as it can be arranged, and the date of his seniority as yard foreman will be as of the date he should have been examined in his turn.

(g) Combined road-yard employees unable to qualify as yard foreman on the third examination will be given further opportunity to qualify in accordance with Paragraphs (d), (e) and (f) of this Section, after a period of one (1) year, providing written request is made to the trainmaster or proper designated officer.

Article 17, Section 1
Paragraph (h) (continued)

(h) Yard foremen shall have a separate seniority list to which they will have access at all times, and which shall be posted at all points where switchmen go on and off duty, and which will contain a correct list of all the yard foremen, their date of birth and their seniority date as yard foreman, and will be corrected January 1 and July 1 of each year. The general and local chairmen will be furnished copies.

(i) All combined road-yard employees who entered the service prior to September 1, 1975, will be governed by the provisions of respective local yard agreements.

Sec. 2. - Letter of Understanding dated March 21, 1977

All yardmen and/or combined road-yard employees assigned to the extra board, who are qualified as yard foreman as provided by the provisions of respective local yard agreement and Section 1 of this Article, shall not be allowed to decline to act as extra foreman and will be used in turn from the yardmen's extra board, subject to the provisions of local yard agreements.

ARTICLE 18

HOLIDAY PAY

Sec. 1. - Article IV of Agreement of April 5, 1957, as amended by Article I of Agreement of November 30, 1960, and Article I, Section 1 of Agreement of June 25, 1964, and Letter of Understanding dated November 7, 1966, Article X of Agreement of July 17, 1968, and Article IV of Agreement of January 27, 1972, and Article III of the UTU Agreement of January 28, 1975.

Sec. 2. - Regularly Assigned Yard Service Employees

(a) (1) Each regularly assigned yard service employee, who meets the qualifications provided in Paragraph (b) of this Section, shall receive one basic day's pay at the pro rata rate of the position to which regularly assigned for each of the following enumerated holidays:

New Year's Day
Washington's Birthday
Good Friday
Decoration Day
Fourth of July
Labor Day
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day

(2) Only one (1) basic day's pay shall be paid for the holiday irrespective of the number of shifts worked.

NOTE: When any of the above listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) To qualify, a regularly assigned employee must be available for or perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned yard service employee whose assignment is annulled, cancelled or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof on:

(1) The workday immediately preceding the holiday.

Article 18, Section 2
Paragraph (b) (continued)

(2) The holiday.

(3) The workday immediately following the holiday.

will not hereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for yard service on each of such days excepting the holiday in the event the assignment does no work on the holiday. If the holiday falls on the last day of an employee's workweek, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the work day immediately preceding the holiday.

NOTE 1: A regularly assigned yard service employee who qualifies for holiday pay under paragraph (b) above shall not be deprived thereof by reason of changing from one regular yard assignment to another regular yard assignment on the workday immediately preceding or following the holiday or on the holiday.

NOTE 2: A regularly assigned yard service employee whose assignment is annulled, cancelled, or abolished or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof as set forth above in paragraph (b), and who reverts to the extra board, will be considered "available" if he marks himself on the extra board in sufficient time under existing applicable mark-up rules to work a tour of duty at the first opportunity permitted by such applicable rules.

NOTE 3: An employee will be deemed to have performed service or fulfilled his assignment if he is required by the Carrier to perform other service in accordance with rules and practices of the Carrier.

(c) Yard service employees who work on any of the ten (10) specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

Article 18, Section 2
Paragraph (d) (continued)

(d) In yards operating under strict seniority or mark up boards, determination of "regularly assigned employees" for the purpose of applying the qualifying provisions of Paragraph (b) of this Section 2 shall be the subject of negotiations on the individual properties.

(e) This Section 2 applies only to regularly assigned yard service employees paid on an hourly or daily basis, who are subject to yard rules and working conditions. Except as provided for in Note 3 to Section 2(b) above, each of the qualifying days of service provided in Paragraph (b) of this Section 2 must be performed in yard service.

(f) Existing weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to Paragraph (a) of this Section 2, unless the regularly assigned employee fails to qualify under Paragraph (b) of this Section 2, shall satisfy such guarantee. Nothing in this Section 2 shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the Carrier's right to annul assignments on the holidays enumerated in Paragraph (a) of this Section 2.

(g) That part of all rules, agreements, practices or understandings which require that yard crew assignments or individual assignments for yardmen be worked a stipulated number of days per week or month will not apply to the ten (10) holidays herein referred to but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this Section, will apply.

(h) As used in this Section 2, the terms "workday" and "holiday" refer to the day to which service payments are credited.

(i) Nothing in this Section 2 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended (See Article 46-A and 46-B) and Article 3 (Five Day Work Week) of the Agreement of May 25, 1951, (See Article 16), as amended.

(j) Special Qualifying Provision - Employee Qualifying for Both Christmas Eve and Christmas Day - An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "work day" (for regularly assigned employee) or the "calendar day" (for an extra or unassigned employee) immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "work day" or the "calendar day" before the holiday and on the "work day" or the "calendar day", as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements

Article 18, Section (2)
Paragraph (j) (continued)

applicable to the "work day" or the "calendar day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

Sec. 3. - Extra Yard Service Employees

(a) On the effective date of the option adopted pursuant to Section 1 of this Article 18, each extra yard service employee, who meets the qualifications provided in Paragraph (b) of this Section 3 shall receive one (1) basic day's pay at the pro rata rate on any of the following enumerated holidays:

New Year's Day
Washington's Birthday
Good Friday
Decoration Day
Fourth of July
Labor Day
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day

Only one (1) basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one (1) shift is worked on the holiday the allowances of one (1) basic day's pay shall be at the rate of pay of the first tour of duty worked.

NOTE: When any of the above listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) To qualify, an extra yard service employee must:

(1) Perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,

(2) Be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or,

Article 18, Section 3
Paragraph (b)(3) (continued)

(3) If such employee cannot qualify under Section 3(b) (1) or (b) (2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following the holiday, or perform yard service on any one or more of such days and be so available on the other day or days, and compensation for yard service paid him by the Carrier is credited on eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday.

NOTE 1: An employee whose service status changes from extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pay provided in Paragraph (a) of Section 3 provided:

(1) He meets the qualifications set forth in Paragraph (b) of Section 3 on the day or days he is an extra yard service employee and;

(2) He meets the qualifications set forth in Paragraph (b) of Section 2 on the day or days he is a regularly assigned yard service employee, provided further, that a regularly assigned yard service employee who voluntarily changes his service status to an extra yard service employee on any of the three (3) qualifying days shall not be entitled to receive the pay provided for in Paragraph (a) of Section 3.

NOTE 2: For the purpose of Section 3, an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the Carrier to perform other service in accordance with rules and practices on the Carrier.

NOTE 3: The term "extra yard service employee" shall include an extra employee on a common extra list protecting both road and yard service, except that an employee, while performing road service, shall not be regarded as being available for yard service, unless compensation for yard service paid him by the Carrier is credited on eleven (11) or more the thirty (30) calendar days immediately preceding the holiday.

Article 18, Section 3
Paragraph (b) Note 4 (continued)

NOTE 4: The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

(c) Yard service employees who work on any of the ten (10) specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

(d) As used in this Section 3 the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

(e) Nothing in this Section 3 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five Day Work Week) of the Agreement of May 25, 1951, as amended.

(f) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operations of the individual's run shall not be considered to be workdays for qualifying purposes.

(g) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate", for service performed during a single tour of duty on a holiday which is also a work day or a vacation day.

(h) See Section 2, Paragraph (j) of this Article which is also applicable to Extra Yard Service Employees.

INTERPRETATION:

RE: Application of Article I, Section 2 of the Agreement of June 25, 1964 - Letter dated November 7, 1966.

"NATIONAL RAILWAY LABOR CONFERENCE
Chicago, Illinois

November 7, 1966

Article 18, Section 3
Interpretation (continued)

INTERPRETATION

Mr. Charles Luna, President
Brotherhood of Railroad Trainmen
666 Euclid Avenue
Cleveland, Ohio 44114

Dear Mr. Luna:

It is understood that when a regularly assigned employee holding an assignment subject to Article I, Section 2, of the Agreement of June 25, 1964, who performs compensated service at least one day on his regular assignment in the week in which the holiday falls, is required to be used off his assignment to protect other service on one or both qualifying days and/or on the holiday, performing or being available for the service he is called to protect will qualify him to receive the holiday basic day's pay at the rate of his regular assignment. He will be paid at the rate of time and one-half for service performed on the holiday provided he works on his regular assignment, and only then if he meets the qualifying requirements, set forth in Article I, Section 2(c) as interpreted herein.

A regularly assigned employee holding an assignment which is not subject to Article I, Section 2, but who is called to protect other service on an assignment which is subject to Article I, Section 2, will qualify for payment of the basic day for the holiday if he is available for or performs service on such assignment on the qualifying days and on the holiday, provided no other employee qualifies for holiday pay on such position. If the assignment works on the holiday, he will be paid at the rate of time and one-half for service performed on the holiday.

Will you please confirm your acceptance of this understanding by affixing your signature in the space provided therefor at the lower lefthand corner of this communication.

Yours very truly,
/s/ J. E. Wolfe

ACCEPTED:
/s/ Charles Luna"

Article 18, Section 3
Notes (continued)

NOTE 1: Yardmen prohibited from exercising seniority when assignment annulled on a holiday at the following locations:

Detroit	Decatur
Montpelier	Springfield
Ft. Wayne	St. Louis
Peru	Moberly
Lafayette	Kansas City
Tilton	Council Bluffs

NOTE 2: Yardmen are permitted to exercise seniority at the following locations:

Toledo	Chicago
Adrain	Hannibal-Quincy

ARTICLE 19

ICE

Sec. 1.

Yardmen will be given ice during hot weather.

ARTICLE 20

INTERCHANGE

Sec. 1. - Article VII of the January 27, 1972 Agreement

At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting Carrier or deliver their over-the-road trains to a connecting Carrier provided such trains are solid trains which move from one Carrier to another intact with or without motive power and/or cabooses.

Sec. 2.

If road crews referred to in Section 1 of this Article are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternate means of transportation will be provided.

Sec. 3.

(a) At designated interchange points, if a Carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the Carrier deems necessary providing such additional track or tracks are in close proximity.

(b) Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

Sec. 4.

If the number of cars being delivered to or received from interchange tracks of a connecting Carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

Sec. 5.

(a) Crews used in interchange service may be required to handle interchange to and from a foreign Carrier without being required to run "light" in either direction.

Article 20, Section 5
Paragraph (b)(1) (continued)

(b) (1) Work equities between Carriers previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent Carriers from requiring crews to handle cars in both directions when making interchange movements.

(2) Where Carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the Carriers involved.

(3) Resolution of work equities shall not interfere with the operations of the Carriers or create additional expense to the Carriers. It is agreed, however, that the Carriers will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.

Sec. 6.

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

ARTICLE 21

JURY DUTY

Sec. 1.

(a) As of August 25, 1978, when an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of one (1) basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

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

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

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

ARTICLE 22

LANTERNS (ELECTRIC)

Sec. 1.

The Carrier will permit the use of electric lanterns by their switchmen and trainmen, except in flagging service.

Sec. 2.

The Carrier will furnish electric lanterns to employees upon his or their request, for which the employee or employees will deposit the actual cost with the Carrier and receive a deposit receipt; at the terminal of the employee's employment for any reason whatsoever, the Carrier will return said deposit, with any interest, to the employee or his representative in the event of death or incapacity upon the return of the lantern in such condition as it would be in the ordinary use thereof by the employee.

Sec. 3.

The Carrier will replace electric lanterns without any additional deposit or cost when lanterns are damaged or destroyed in the furtherance of his employment and without fault of the employee; and in the case of the death of the employee in the performance of his duty and the lantern is lost or destroyed, the Carrier will refund to the representative of said deceased the cost of the lantern upon proper request.

Sec. 4.

The Carrier will furnish all necessary bulbs and batteries for the service of the lanterns free of charge to switchmen and trainmen.

ARTICLE 23

LEAVE OF ABSENCE - COMMITTEE WORK

Sec. 1.

Any yardman serving on a Committee shall not be discriminated against, and shall have leave of absence upon request to serve on such Committee.

Sec. 2.

Yardmen will not be granted leave of absence for a longer period than ninety (90) days, except in case of sickness or committee work.

ARTICLE 24

MEAL PERIOD

Sec. 1.

Yard crews will be allowed twenty (20) minutes for lunch between 4½ and 6 hours after starting work, without deduction in pay.

Sec. 2.

(a) Yard crews will not be required to work longer than six (6) hours without being allowed twenty (20) minutes for lunch, with no deduction in pay or time therefor.

(b) The lunch period must be given and completed within 4½ and 6 hours.

NOTE: The twenty (20) minute lunch period, without deduction in pay, effective April 10, 1919, supersedes all previous meal regulations.

NOTE: This article also applies to switchtenders, but they will be held responsible for their regular duties during lunch period.

ARTICLE 25

OVERTIME

Sec. 1.

Except when changing off where it is the practice to work alternately days and night for a certain period, working through two (2) shifts to change off; or where exercising seniority rights from one (1) assignment to another, or when extra men are required by schedule rules to be used (any rule to the contrary to be changed accordingly), all time worked in excess of eight (8) hours continuous service in a twenty-four (24) hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate. This rule applies only to a service paid on an hourly or daily basis, and not to service paid on a mileage or road basis.

INTERPRETATIONS

Question 1. Does time and one-half apply to service paid other than yard rates with yard conditions?

Answer 1. No.

Question 2. What compensation should be allowed for additional service where a crew is regularly assigned to work 12 midnight to 8:00 a.m., and (service performed not affected by exceptions outlined in this rule):

- + (a) Is required to cover the third shift on the same day 4:00 p.m. to 12 midnight?
- + (b) Is required in an emergency to work 8:30 a.m. until 11:30 a.m.?
- + (c) Is required in an emergency to work 8:00 p.m. to 12 midnight (4 hours) on the same day?

Article 25, Section 1
Interpretations - Question 2 (continued)

- (d) Is given 48 hours notice and assignment is moved up an hour, starting at 11:00 p.m. and being relieved at 7:00 a.m., and consequently in the 24 hour period works nine (9) hours, but not more than eight (8) hours on a shift?

- Answer 2. (a) Eight (8) hours at time and one-half.
(b) Eight (8) hours at time and one-half.
(c) Eight (8) hours at time and one-half.
(d) On account of complying with the 48 hour provision which makes it permissible to change "beginning" time, crew only entitled to a minimum day.

Question 3. What compensation should be allowed an extra man who is called and at 4:00 a.m. relieves a regular man who is covering an assignment 12 midnight to 8:00 a.m., and the assignment works until 9:00 a.m.?

Regular yardman working four (4) hours?
Extra man working five (5) hours?
Remainder of crew working nine (9) hours?

Answer 3. Extra man will receive a minimum day only.

Question 4. On certain railroads, yard rates are paid for various classes of service; what overtime rate applies?

Answer 4. Time and one-half applies.

Article 25, Section 1
Interpretations - Question 5 (continued)

Question 5. In mine run service where engineers, firemen and conductors have been paid road rates and conditions; and brakemen yard rates with mine run conditions (compromise settlement) how should the brakemen be paid?

Answer 5. Where service is paid the yard rate time and one-half applies for overtime.

Sec. 2. - Overtime Rate in Yard Service - Extra Men
Article 3, Section 8 (1) and (2) of
the Washington Agreement of May 25, 1951.

(a) Existing rules which relate to the payment of daily overtime for regular yardmen and practices thereunder are not changed hereby and apply to regular relief men, except that work performed by regular relief men on assignments which conform with the provisions of Section 3 of Article 4 of the Washington Agreement of May 25, 1951, shall be paid for at the straight time rate.

(b) (1) Current overtime rules relating to extra yardmen are cancelled as of the effective date of this agreement and the following will apply:

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

(2) In the application of this rule, the following shall govern:

(a) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

Article 25, Section 2
Paragraph (b)(3)(b) (continued)

(b) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service," as used in this paragraph (b), shall not apply to employees paid road rates, but governed by yard rules.)

(c) Where an extra man commences work on a second shift in a twenty-four (24) hour period, he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

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

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

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

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

NOTE (2): The adoption of this rule shall not affect any existing rule in the schedule of any individual Carrier relating to service performed on a succeeding trick when an employee's relief fails to report at the fixed starting time.

NOTE: See Article 16, Section 8 of this Schedule.

ARTICLE 26

PAY DAYS

Sec. 1. - Memorandum of Agreement signed April 22, 1976,
Effective January 1, 1977

(a) Effective on January 1, 1977, or before, the Carrier will inaugurate bi-weekly pay days on every other Friday.

(b) In the event pay day falls on a legal holiday, the preceding day, Thursday, will be pay day.

Sec. 2. - Bi-Weekly Paychecks Mailed to Home Address
Memorandum of Agreement signed April 13, 1981,
Effective May 1, 1981

(a) Employees must make application on the form prescribed for home delivery. (See form which follows at the end of this Section 2).

(b) Fifty cents (50¢) to cover postage and cost of handling will be deducted from each employee's check who has requested home delivery.

(c) The Carrier will, in addition to mailing the employee's check, also mail under the same or separate cover the employee's Statement of Itemized Earnings.

(d) Employees presently receiving free delivery due to unusual circumstances must make application for home delivery within thirty (30) days of the effective date of this agreement or such home delivery will cease and checks will be sent to the usual location on the division or terminal, as the case may be.

(e) Employees will be responsible for prompt notification to the appropriate Carrier officer at least two (2) weeks prior to a change in their address. Failing to do so will relieve the Carrier of responsibility for late delivery of such checks.

(f) (1) Complaints in connection with late delivery of checks will not be made earlier than seven (7) days following the recognized pay day.

(2) Complaints in connection with late delivery will be made to the division or terminal timekeeper, as the case may be, for necessary handling.

Article 26 (continued)

Form UTU(C-T-E)
(Cond., Rd. & Yd.)
(Brake., Rd. & Yd.)
(Firemen)

(Date)

AUDITOR OF PAYROLLS
NORFOLK & WESTERN RAILWAY COMPANY
ROANOKE, VA. 24042

Dear Sir:

Commencing two (2) weeks from my next pay day, which is
_____, please have my check forwarded to the
(date)
address shown below via U. S. Mail:

(Please Print or Use Name Stamp)

Name: _____

SSN: _____

Street or Box No.: _____

City or Town: _____, State: _____ (Zip Code)

I accept the conditions set forth in the Memorandum of Agreement effective _____, 1981, relative to "Home Delivery of Paychecks."

I also understand this arrangement will remain in effect until such time as I give the AUDITOR OF PAYROLLS a 2-week advance notice of my desire to terminate same.

(Signature)

ARTICLE 27

PHYSICAL EXAMINATIONS - RE-EXAMINATIONS

Sec. 1.

(a) A physical examination will be conducted to ascertain the physical defects of accepted applicants, and the physical defects so ascertained shall not act as a bar to employment, provided such defects are not such as to render the applicant unfit for satisfactorily performing the duties of a yardman.

(b) In conducting examinations, such examinations shall be made without expense to the person examined.

(c) The applicant is to be notified of the acceptances or rejection of his application.

Sec. 2. - Memorandum of Agreement effective June 1, 1975

Employees of the Norfolk & Western Railway Company (former Wabash Railroad) represented by the United Transportation Union, who are subject to physical, eye-sight and hearing examinations in connection with their employment, when disqualified or placed under service restrictions because of physical impairment, will, upon request, be given a physical re-examination in accordance with the following:

(a) Employees who are disqualified for service on account of their physical condition will, in the event they feel such disqualification is not justified, handle the matter with the operating officer direct or through their representatives in the usual way, and, if the matter is not disposed of in a mutually satisfactory manner, the employee will, providing written request is made by the employee within fifteen (15) days from the date notified of his disqualification, be given a physical re-examination under the following conditions:

(1) The employee involved will promptly select a physician to represent him, and the management will promptly select a physician to represent the Carrier. The two physicians thus selected will promptly re-examine the employee and render a report of their findings within a reasonable period. If the two (2) physicians thus selected shall agree, the conclusion reached by them will be final.

Article 27, Section 2
Paragraph (a) (2) (continued)

(2) The physician selected to represent the Carrier and the physician selected to represent the employee must be graduates of a reputable medical school and with at least five (5) years medical practice and of good standing in the communities where they are located.

(3) If the two (2) physicians selected in accordance with Section 2, Paragraph (a) (1) should disagree as to the physical condition of the employee involved, they will select a third physician, to be agreed upon by them, who shall be of recognized standing in the medical profession. The board of medical examiners thus selected will examine the employee involved and will, within a reasonable period, render a report setting forth his physical condition and their conclusions as to his fitness for service, and the decision of a majority of the board shall be final and binding upon both parties to the dispute.

(4) After completion of the re-examination, the board shall render a report of their findings, sending two (2) copies to the officer designated by the railroad, and two (2) copies to the employee or his representative.

(5) The Carrier and the employee involved will each defray the expense of their respective appointees. The fee of the third member of the board will be borne equally by the employee involved and the Carrier. Other examination expenses, such as hospitalization, x-rays, laboratory tests, etc., will be borne equally by the employee involved and the railroad company. All examinations by this board shall be made at convenient points.

(6) If the decision of the board of examining physicians selected in accordance with the provisions of Section 2, Paragraph (a) (3), of this article, does not confirm the justification for previous disqualification, or service restriction, the employee involved will be permitted to return to the service from which removed and compensated for loss of earnings, if any, as a result of such disqualification or service restriction.

Article 27, Section 3 (continued)

Sec. 3.

Employees disqualified for service on account of their physical condition, who do not elect to request a physical re-examination under the provisions of Paragraphs (1), (2) and (3), of Section 2(a) of this Article, will in the event it later definitely appears that their physical condition has improved, be granted a physical re-examination by a physician designated by the Carrier.

NOTE: Employees who have been disqualified for service on account of their physical condition and who are granted a physical re-examination under the provisions of Section 3 hereof, will not be entitled to compensation for time lost as a result of the original disqualification or as a result of any subsequent disqualification.

ARTICLE 28

POINT OF BEGINNING AND ENDING DAY

Sec. 1.

- (a) Yard crews shall have a designated point for going on duty and a designated point for going off duty.
- (b) Yard crews' pay shall continue until they reach the point where they started to work, except that when the necessity of the service is such as to prevent a regular assigned crew from returning to the point where they started work in order to be relieved by another crew.
- (c) The Superintendent, Local and General Chairmen will agree on a designated point where such crews may be relieved by other crews.

Sec. 2.

- (a) The point for going on and off duty will be governed by local conditions.
- (b) In certain localities instructions will provide that yardmen will report at the hump; others report at yard office; others at engine houses or ready tracks. It is not considered that the place to report will be confined to any definite number of feet, but the designations will indicate a definite and recognized location.

ARTICLE 29
PROBATIONARY PERIOD

Sec. 1.

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

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

Note: The Carrier is not required to cite any reason for the declination of application for employment.

ARTICLE 30-A

PROTECTION OF EMPLOYEES

(As provided in Article XIII of
The January 27, 1972 National Agreement)

Sec. 1.

The scope and purpose of this Article is to provide, to the extent specified herein, for fair and equitable arrangements to protect the interests of certain of the Carriers' employees represented by the United Transportation Union who are adversely affected by the application of Article 20 - Interchange and Article 33 Road-Yard Movements; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this Article. Wherever used in this Article, unless the context requires otherwise:

(a) "Implementation" means the application and implementation of the provisions of Article 20 - Interchange and Article 33 - Road-Yard Movements.

(b) "Displaced Employee" means a Carrier employee represented by the UTU who as a result of an Implementation is placed in a worse position with respect to his compensation.

(c) "Dismissed Employee" means a Carrier employee represented by the UTU who as a result of an Implementation is deprived of employment with the Carrier because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of an Implementation.

(d) "Protective Period" for employees covered by Section 2 (a) of this Article means that period of time during which a Displaced or Dismissed Employee is to be provided protection hereunder. The Protective Period for such employee shall extend from the date he is displaced or dismissed or a period of time equal to the length of time which such employee has seniority in the craft or class at the time he is adversely affected. In no event, however, will the Protective Period extend beyond the employee's 65th birthday. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern. In the event such a Displaced Employee elects to remain in the Carrier's service after the first day of the month following the month he attains age sixty-five (65), he will no longer receive any

Article 30-A, Section 1
Paragraph (d) (continued)

of the protective benefits of this Article 30-A and the Carrier may terminate on the same seniority district the protective benefits then being provided the junior Dismissed or Displaced Employee receiving protection under this Article on such seniority district on a one-for-one basis.

(e) "Protective Period" for employees covered by Section 2(b) of this Article means the six (6) year period of time from the date such employee is dismissed but not to exceed the length of time which such employee has seniority in the craft or class at the time he is dismissed. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern.

Sec. 2. - Coverage

(a) Subject to the other provisions of this Article, the protective benefits of Sections 3, 4, 5 and 6 of this Article 30-A apply to:

(1) Regularly assigned employees assigned to yard crews that regularly spend more than fifty percent (50%) of their time in interchange work who are adversely affected as a result of an implementation of the reciprocal interchange provisions of Section 5 of Article 20 - Interchange. (Such employees will be determined by a joint check based upon the work performance of the involved yard crews for the thirty (30) working days prior to the implementation.)

(2) Regularly assigned employees assigned to interchange or transfer crews adversely affected by the interchange of solid trains provision under Section 1 of Article 20 - Interchange.

(3) Employees of Terminal Companies adversely affected either directly or indirectly by the interchange of solid trains provision under Section 1 of Article 20 - Interchange.

(b) Subject to the other provisions of this Article, the protective benefits provided in Sections 4 and 5 of this Article 30-A will be accorded to any employee of the Carrier adversely affected by Article 20 - Interchange, other than those covered by subparagraphs (1) and (2) of Section 2(a) of this Article 30-A, or Article 33 - Road-Yard Movements.

Article 36-A, Section 2
Paragraph (c) (continued)

(c) The protective provisions of this Section as applied to Terminal Company employees will include, in addition to the above, the exercise of seniority and acceptance of employment on the involved line-haul carriers, engine service employees being required to accept engine service employment and ground service employees being required to accept ground service employment. The involved line-haul carriers will make appropriate arrangements in connection with subparagraph (a) (3) of this Section and the foregoing.

Sec. 3. - Displacement Allowance

(a) So long during his Protective Period after a Displaced Employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

(b) Each Displaced Employee's displacement allowance shall be determined by dividing separately by twelve (12) the total compensation received by the employee and the total time for which he was paid during the last twelve (12) months in which he performed service immediately preceding the date of his displacement as a result of the implementation (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above "total compensation" and the "total time for which he was paid" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specified twelve (12) month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., fourteen (14) hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and twelve (12) hours limit for any allowances paid thereafter). Such allowances shall also be adjusted to reflect subsequent general wage increases. In the event a Displaced Employee shall have less than twelve (12) months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.

Article 30-A, Section 3
Paragraph (c) (continued)

(c) If a Displaced Employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(d) If a Displaced Employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the Schedule Agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this Section as occupying the position he elects to decline.

(e) The displacement allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement or dismissal for justifiable cause.

Sec. 4. - Dismissal Allowance

(a) A Dismissed Employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth (1/12) of the compensation received by him in the last twelve (12) months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which would have occurred during the specified twelve (12) month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., fourteen (14) hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and twelve (12) hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Dismissed Employee shall have less than twelve (12) months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.

Article 30-A, Section 4
Paragraph (b) (continued)

(b) The dismissal allowance of any Dismissed Employee who returns to service with the Carrier shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 3.

(c) The dismissal allowance of any Dismissed Employee shall be reduced to the extent that his combined monthly earnings in other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the Carrier shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employee in employment other than with the Carrier and the benefits received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the Carrier from which he was dismissed after being notified.

Sec. 5. - Separation Allowance

A Dismissed Employee entitled to protection under this Article, may, at his option within seven (7) days of his dismissal, resign and (in lieu of all other benefits and protections provided in this Article) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Agreement of May, 1936.

Sec. 6. - Fringe Benefits

No employee of a Carrier who is affected by an Implementation shall be deprived during his Protective Period of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, relief, etcetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the Carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Article 30-A, Section 7 (continued)

Sec. 7. - Seasonal Fluctuations and Declines in Business

(a) In the event of a decline in a Carrier's business measured by the net revenue ton-miles in any thirty (30) day period compared with the net revenue ton miles for the corresponding period in the preceding calendar year, the number of employees who are receiving dismissal or displacement allowances may be reduced at anytime during the said payroll period to the extent of one percent (1%) decline. Such reductions in protected employees shall be made in inverse seniority order. Upon restoration of a Carrier's volume of net revenue ton-miles employees must be returned to their protective status to the extent of one percent (1%) for each one percent (1%) rise in net revenue ton-miles. In the case of Terminal Companies, the decline in business shall be measured by the total number of loaded and empty cars received from and delivered to connecting Carriers, including the number of loaded and empty cars handled in solid interchange trains, in any thirty (30) day period compared with the volume of such interchange in the corresponding period in the preceding calendar year.

(b) In the event that an employee receiving a displacement allowance is subsequently placed in a worse position by reason of a seasonal fluctuation or a decline in business, so long as he continues in such position for that reason the amount paid him as his displacement allowance shall continue unchanged.

(c) In the event that a Displaced Employee is deprived of employment with the Carrier as the result of a seasonal fluctuation or a decline in business, his dismissal allowance shall be the amount which was being paid him as his displacement allowance. An employee other than a Displaced Employee who is deprived of employment as the result of a seasonal fluctuation or a decline in business shall not be paid any protective benefits under this Article 30-A.

Sec. 8. - Arbitration of Disputes

(a) In the event the Carrier and the UTU are unable to settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this Article within twenty (20) days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one (1) party to the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within ten (10) days, select one (1) member of the committee and the members thus

Article 30-A, Section 8
Paragraph (a) (continued)

chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the UTU or the highest officer designated by the Carrier, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within ten (10) days, the parties shall then within an additional ten (10) days endeavor to agree upon a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within ten (10) days the neutral member whose designation will be binding upon the parties.

(b) The decision, by majority vote, of the Arbitration committee shall be final, binding, and conclusive and shall be rendered within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed.

(c) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(d) In the event of any dispute as to whether or not a particular employee was adversely affected by an Implementation it shall be his obligation to identify the adverse effect and specify the pertinent facts relied upon. If the facts so stated are sufficient to support a finding that the employee was so adversely affected by an Implementation, it shall then be the Railroad's burden to disprove those facts or prove that other factors affected the employee.

Sec. 9.

Any Displaced Employee required to change his residence because of the Implementation of Article XII - Interdivisional Service of the January 27, 1972 UTU National Agreement, shall receive the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement except that he will be allowed five (5) working days instead of "two working days" as provided in Section 10 of said Agreement, and in addition to such benefits shall receive a transfer allowance of \$400.00. The National Mediation Board is substituted for the Interstate Commerce Commission in Section 11(d) of said Agreement. Change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

Article 30-A, Section 10 (continued)

Sec. 10.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms, conditions, responsibilities and obligations of both the Carrier and employee under such agreements, in lieu of the benefits provided in this Article. There shall be no duplication or pyramiding of benefits to any employees.

ARTICLE 30-B

MERGER PROTECTION

Sec. 1.

Whereas, a joint application has been filed with the Interstate Commerce Commission (herein called the Commission) in Finance Docket No. 21510 by the Norfolk and Western Railway Company (herein called Norfolk & Western) and the New York, Chicago, and St. Louis Railroad Company (herein called Nickel Plate) under Section 5(2) of the Interstate Commerce Act (herein called the Act) for authority to merge the properties and franchises of Nickel Plate into Norfolk & Western, and for certain other authority incident thereto by way of acquisition of control of carriers subsidiary to or affiliated with Nickel Plate and to acquire certain trackage rights.

Sec. 2.

And whereas, Norfolk & Western has further filed an application with the Commission in Finance Docket No. 21511 under Section 5(2) of the Act for authority to:

- (a) Lease the lines of railroad and certain of the franchises and other properties of the Wabash Railroad Company (herein called Wabash).
- (b) Acquire control of Wabash through stock ownership.
- (c) Acquire sole or joint control of certain carriers subsidiary to or affiliated with Wabash through lease or stock ownership.
- (d) Acquire trackage rights over or joint use of the railroad lines of certain carriers now held by Wabash.

Sec. 3.

And whereas, Norfolk & Western has further filed an application with the Commission in Finance Docket No. 21512 under Section 5(2) of the Act for authority to:

- (a) Purchase from The Connecting Railway Company (now operated by the Pennsylvania Railroad Company) its line of railroad between Columbus, Ohio, and Sandusky, Ohio, together with certain trackage in Columbus.

Article 30-B, Section 3
Paragraph (b) (continued)

(b) Acquire trackage rights over certain lines of The Connecting Railway Company in Columbus, Ohio.

Sec. 4.

And whereas, other applications have been filed by Norfolk & Western with the Commission under Section 20a of the Act for authority to issue capital stock and assume certain obligations and liabilities of both Nickel Plate and Wabash, all of which is more fully described in Finance Docket Nos. 21513 and 21514.

Sec. 5.

And whereas, certain other applications may be later filed with the Commission under Section 5(2) of the Act involving the lease, control by or merger into Norfolk & Western of The Akron, Canton & Youngstown Railroad Company and Pittsburgh & West Virginia Railway or transactions may be undertaken by the carriers heretofore named including Nickel Plate and Wabash involving the diversion of Wabash traffic from the Canadian National Railways to Nickel Plate, or the diversion of Nickel Plate passenger operations from the LaSalle Street Station (Rock Island Lines) in Chicago, Illinois, to the Chicago and Western Indiana Railroad (Dearborn Street Station), Chicago, Illinois, which applications or transactions may have adverse effects upon employees represented by the labor organization parties hereto, the extent of which is not now determinable.

Sec. 6.

And whereas, the international and national railway labor organizations signatory hereto are the authorized and recognized representatives of employees of Norfolk & Western, Nickel Plate, Wabash and other carriers involved in the said transactions, and have intervened (through the Railway Labor Executives' Association) in the above-described proceedings before the Commission on behalf of the said employees in opposition to the said merger and related transactions, which opposition is not waived by this Agreement.

Sec. 7.

And whereas, Section 5(2)(f) of the Act (49 U.S.C.A. p. 5(2)(f)) provides:

Article 30-B, Section 7
(continued)

"As a condition of its approval, under this paragraph (2), of any transaction involving a carrier or carriers by railroad subject to the provisions of this chapter, the Commission shall require a fair and equitable arrangement to protect the interests of the railroad employees affected. In its order of approval the Commission shall include terms and conditions providing that during the period of four (4) years from the effective date of such order such transaction will not result in employees of the carrier or carriers by railroad affected by such order being in a worse position with respect to their employment, except that the protection afforded to any employee pursuant to this sentence shall not be required to continue for a longer period, following the effective date of such order, than the period during which such employee was in the employ of such carrier or carriers prior to the effective date of such order. Notwithstanding any other provisions of this chapter and chapters 8 and 12 of this title, an agreement pertaining to the protection of the interests of said employees may hereafter be entered into by any carrier or carriers by railroad and the duly authorized representative or representatives of its or their employees."

Sec. 8.

And whereas, pursuant to the provisions of the Railway Labor Act, as amended, and in accordance with the last sentence of Section 5(2)(f) of the Interstate Commerce Act above quoted, the parties signatory hereto have reached agreement respecting the protection to be afforded employees of the rail carriers involved in the aforesaid application and transactions. Now, therefore, it is mutually agreed as follows.

Sec. 9.

(a) In the event the Commission should, notwithstanding the opposition of the said labor organizations to these transactions, approve any or all of the aforesaid applications, then, upon consummation thereof, the provisions of the Washington Job Protection Agreement of 1936 will be applied for the protection of all employees of Norfolk & Western, Nickel Plate, Wabash and (except as hereafter modified in Section 11) all other carriers involved in each of the transactions designated or described in this Agreement, provided the applications or transactions mentioned therein are consummated, who may be adversely affected with respect to their compensation, rules, working conditions, fringe benefits or rights or privileges pertaining thereto, incident to approval and effectuation of any of said applications or transactions; provided, however, that in addition to the

Article 30-B, Section 9
Paragraph (a) (continued)

benefits set forth in the said Washington Job Protection Agreement, it is further agreed as follows:

(b) On the date the aforescribed merger of Nickel Plate into Norfolk & Western is consummated, Norfolk & Western will take into its employment all employees of Nickel Plate as of the effective date of this Agreement or subsequent thereto up to and including the date the merger is consummated who are willing to accept such employment, and none of the present employees of either of the said carriers shall be deprived of employment or placed in a worse position with respect to compensation, rules, working conditions, fringe benefits, or rights and privileges pertaining thereto, at any time during such employment. For purposes of this Agreement the term "present employees" is defined to mean all employees except those on furlough on leave of absence as of the effective date of this Agreement or subsequent thereto up to and including the date the merger is consummated; provided, however, in the event two (2) or more employees, including those on leave of absence, have employment rights to the same job, said employee will be protected hereunder and their employment preserved only to the extent of their individual equities in said job; provided, further, that the carrier shall also take over, assume and continue the employment relationship of all employees on furlough or leave of absence and preserve their rights and equities as they may exist as of the effective date of this Agreement or subsequent thereto up to and including the date the merger is consummated subject, however, to the transfer of work and employees as hereinafter set forth. Norfolk & Western agrees to furnish rosters of all employees entitled to preservation of employment, compensation, and fringe benefits as of the effective date of this Agreement, together with their current rates of pay, compensation paid, and hours worked during the preceding twelve (12) months, and also separate rosters of all employees on furlough or leave of absence, each of which rosters shall also set forth the carrier by which the employees are employed and the labor organization party to this Agreement representing such employees. Norfolk & Western further agrees that the said rosters are subject to revision as necessary to include any employees to be added or deleted from the said rosters between the effective date of this Agreement and the date the merger is consummated. An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, failure to work due to disability or discipline in accordance with existing rules or agreements or furloughs because of reduction

Article 30-B, Section 9
Paragraph (b) (continued)

in forces due to seasonal requirements or decline in volume of traffic or revenues. Where employees are furloughed for seasonal requirements they shall not be furloughed in any twelve (12) month period for a greater period than they were furloughed during the twelve (12) months preceding the date the merger is consummated.

(1) In consideration of the foregoing employee benefits, Norfolk & Western and the other carriers heretofore named shall be entitled to transfer the work of the employees protected hereunder throughout the merged or consolidated system and the labor organizations will enter into implementing agreements providing for the transfer of employees to follow their work, and the employees, their organizations and the carriers will cooperate to that end. The implementing agreements to be negotiated with respect to the transfer of employees shall enable the Norfolk & Western to transfer such employees without liability to furloughed employees who may be affected by such transfer. It is further agreed that implementing agreements will be negotiated to permit the assignment of employees who do not follow their work to other jobs within their craft or class in the same general locality as their point of employment on the date affected whether or not such jobs are within the same seniority district, without liability to furloughed employees who may be affected thereby. Where necessary, employees who do not follow their work will be retrained at carrier expense for other jobs within their craft or class and given a reasonable period in which to qualify therefor. In the event an employee after retraining does not qualify for any such job, he may be assigned to other work in his craft or class for which he is qualified.

(c) Norfolk & Western will take over and assume all contracts, schedules and agreements between Nickel Plate and the labor organizations signatory hereto concerning rates of pay, rules, working conditions and fringe benefits in effect at the time of consummation of the said merger, and will be bound by the terms and provisions thereof, subject to changes in accordance with the provisions of the Railway Labor Act, as amended, in the same manner and to the same extent as if Norfolk & Western had been a party thereto.

(d) For purposes of this Agreement, Section 13 of the Washington Job Protection Agreement is deleted and the following provision inserted in lieu thereof:

Article 30-B, Section 5
Paragraph (d) (continued)

In the event any dispute or controversy arises between Norfolk & Western and any labor organization signatory to this Agreement with respect to the interpretation or application of any provision of this Agreement or of the Washington Job Protection Agreement (except as defined in Section 11 thereof) or of any implementing agreement entered into between Norfolk & Western and individual organizations which are parties hereto pertaining to the said merger or related transactions, which cannot be settled by Norfolk & Western and the labor organization or organizations involved within thirty (30) days after the dispute arises, such dispute may be referred by either party to an arbitration committee for consideration and determination. Upon notice in writing served by one (1) party on the other of intent by that party to refer the dispute or controversy to an arbitration committee, each party shall, within ten (10) days, select one (1) member of the arbitration committee and the two (2) members thus chosen shall endeavor to select a third (3rd) member who shall serve as chairman, in which event the compensation and expenses of the chairman shall be borne equally by the parties to the proceeding. All other expenses shall be borne by the party incurring them. Should the two (2) members be unable to agree upon the appointment of the third (3rd) member within ten (10) days, either party may request the National Mediation Board to appoint the third (3rd) member, whose compensation and expenses shall then be paid in accordance with existing law. The decision of the majority of the arbitration committee shall be final and binding.

Sec. 10.

It is further agreed that all of the provisions set forth in Section 9(a) of this Article respecting protection to be afforded employees in the event of merger of Nickel Plate into Norfolk & Western shall except as provided in Section 11 hereof apply and be afforded by Norfolk & Western to employees involved in each of the related transaction heretofore designated or described in this Agreement, and, in addition, except as provided in Section 11 hereof the provisions of Section 9(b) (c) and (d) shall apply and be afforded by Norfolk & Western to employees of Wabash, The Akron, Canton & Youngstown Railroad Company and Pittsburgh and West Virginia Railway in the event said line or lines are leased to, controlled by or merged into Norfolk & Western with equal force and effect as if they had been repeated herein with specific reference to each such transaction.

Article 30-B, Section 11
(continued)

Sec. 11.

(a) On effective date of the acquisition by Norfolk & Western of the Sandusky Line presently operated by the Pennsylvania Railroad, approval for which is sought in Finance Docket No. 21512, Norfolk & Western will take into its employment all employees represented by the labor organizations signatory hereto, except those on furlough or leave of absence as of the effective date of this Agreement or subsequent thereto up to and including the date the merger is consummated, who during such period have exercised employment rights on said Sandusky Line and elect to accept such employment; provided, however, that in the event two (2) or more employees, including those on leave of absence, have employment rights to the same job, said employees will be protected hereunder and their employment preserved only to the extent of their individual equities in said job; and further provided, however, that none of such employees shall be deprived of employment or placed in a worse position with respect to compensation at any time during such employment except that Norfolk & Western shall not be required to provide employment to any such employee during any year, commencing on the effective date of said acquisition, of greater duration than such employee enjoyed on said line in the twelve (12) months' period immediately preceding the effective date of said acquisition. In the event any such employee elects not to accept such employment and in lieu thereof exercises employment rights on the Pennsylvania Railroad, Norfolk & Western agrees to offer employment to the employee of the Pennsylvania Railroad ultimately displaced by the return of said employee, who elects to accept such employment. Pennsylvania Railroad employees accepting such employment shall be entitled to all the protective benefits of this Section provided that Norfolk & Western shall not be required to provide employment or compensation to any such employee during any year, commencing on the effective date of such acquisition of greater duration or amount than was performed by and paid to the Sandusky Line employee, who caused such Pennsylvania Railroad employee to be replaced, in the twelve (12) months' period immediately preceding the effective date of such acquisition.

(b) Employees protected under this Section shall not be regarded as deprived of employment or placed in a worse position with respect to compensation in case of their resignation, death, retirement, dismissal for cause in accordance with existing agreements, failure to work due to disability or discipline in accordance with existing rules or agreements or furlough because of reduction in forces due to seasonal requirements as aforesaid or decline in volume of traffic or revenues.

Article 30-B, Section 11
Paragraph (c) (continued)

(c) On the effective date of said acquisition, Norfolk & Western will take over and assume all contracts, schedules and agreements having application on said Sandusky Line between Pennsylvania Railroad and the labor organizations signatory hereto concerning rates of pay, rules and working conditions, other than provisions therein:

(1) Granting employees employed on said Line seniority or employment rights beyond said Line.

(2) Granting seniority or employment rights on said Line to employees having employment rights beyond said Line, in effect at the time of acquisition of said Sandusky Line and will be bound by the terms and provisions thereof subject to changes in accordance with the provisions of the Railway Labor Act, as amended, in the same manner and to the same extent as if Norfolk & Western had been a party thereto.

(d) In the event the Commission approves the acquisition by the Norfolk & Western of trackage rights of 2.9 miles over certain lines of The Connecting Railway Company, now operated by The Pennsylvania Railroad Company, authority for which is sought as a part of Finance Docket No. 21512, then, upon consummation thereof, the provisions of the Washington Job Agreement of 1936 will be applied for the protection of all employees of The Pennsylvania Railroad Company represented by the labor organizations parties hereto who may be adversely affected as a result of such acquisition of trackage rights by Norfolk & Western with respect to their rates of pay, rules or working conditions or rights or privileges pertaining thereto.

(e) It is further agreed that Section 9(d) herein shall be applicable to the provisions contained in this Section.

Sec. 12.

The foregoing represents an agreed settlement of protection of the interests of the employees of the carriers involved in the aforescribed transactions as represented by their authorized and recognized bargaining representatives signatory hereto, pursuant to Section 5(2)(f) of the Interstate Commerce Act and applicable provisions of the Railway Labor Act, as amended, which shall become applicable only in the event of approval by the Commission and consummation of any or all of the above designated applications now pending before it. It shall be considered and

Article 30-B, Section 12
(continued)

construed as a separate agreement between Norfolk & Western and each of the labor organizations signatory hereto.

Sec. 13.

It is understood and agreed that the provisions of this Agreement shall be for the benefit only of employees represented by the labor organizations parties hereto.

Sec. 14.

The effective date of this Agreement shall be January 10, 1962.

Sec. 15. - MEMORANDUM OF UNDERSTANDING (No. 1)

(a) In construing that certain Agreement for Protection of Employees in Event of Approval of Merger and Related Applications Filed by Norfolk and Western Railway Company and Other Carriers in I.C.C. Finance Docket Nos. 21510, 21511, 21512, 21513 and 21514 effective January 10, 1962, between Norfolk & Western Railway Company and certain national and international labor organizations signatory thereto, it is understood and agreed as follows:

(1) Norfolk and Western agrees that it will give advance notice of not less than that required by rules agreement with the organization or organizations involved to, and endeavor to confer with, the bargaining representatives of the employees involved regarding furloughs which it intends to make pursuant to the aforesaid Agreement effective January 10, 1962.

(2) The protection afforded by the aforesaid Agreement effective January 10, 1962, includes all Nickel Plate employees, represented by the labor organizations signatory thereto and employed on the date of said Agreement, who may be adversely affected by the construction or operation by Nickel Plate jointly in connection with the Erie-Lackawanna Railroad Company of yard properties and facilities in East Buffalo, New York, or by other transactions requiring ICC approval not designated in said Agreement.

(3) If, subsequent to the date the protective benefits of the aforesaid Agreement effective January 10, 1962, become effective, officials, supervisory or excepted personnel exercise seniority rights in a craft or class of employees protected by said Agreement, then, during the period such seniority is exercised, such officials, supervisory or excepted personnel shall be entitled to the same protection afforded by said Agreement to employees in the craft or class in which such seniority is

Article 30-B, Section 15
Paragraph (a)(3) (continued)

exercised, and no employee subject to said Agreement shall be deprived of employment or adversely affected with respect to compensation, rules, working conditions, fringe benefits, or rights and privileges pertaining thereto, by the return of the official, supervisory or excepted employee to work under the rules agreement.

(4) It is understood and agreed that the said Agreement does not diminish the rights and benefits of the employees subject to the Agreement of June 16, 1959, or implementing agreements made pursuant thereto in the Norfolk and Western - Virginian merger case except that said Agreement effective January 10, 1962, shall apply with respect to arbitration, retraining of employees and transfer of work.

(5) In construing the last paragraph of Section 9(b) of said Agreement concerning the right of the Norfolk & Western to transfer the work of the employees protected under said Agreement, it is clearly understood and agreed that the Norfolk & Western may not transfer any employee (as distinguished from work) to another job within his craft or class beyond the same general locality as his point of employment on the date affected without the consent of his representative and that the refusal of such representative to agree to the transfer of such employee without the employee's consent shall not be subject to arbitration as provided in Section 9(d) of this Agreement.

(b) The effective date of this Agreement shall be January 10, 1962.

Sec. 16. - MEMORANDUM OF UNDERSTANDING (No. 2)

(a) In construing that certain Agreement for protection of employees in event of approval of the merger and related transactions filed by Norfolk and Western Railway Company and other carriers in I.C.C. Finance Docket Nos. 21510, 21511, 21512, 21513 and 21514 effective January 10, 1962, between Norfolk and Western Railway Company and certain national and international labor organizations signatory thereto, it is understood and agreed as follows:

(1) Said Agreement shall not be construed or used to prohibit or in any way limit the rights or obligations of the parties to modify or make changes in agreements affecting rates of pay, rules or working conditions to which the Norfolk and Western Railway Company or other carriers named therein are parties and which may be effectuated through concerned or national handling in the railroad industry.

Article 30-B, Section 16
Paragraph (b) (continued)

(b) The effective date of this Agreement shall be January 10, 1962.

Sec. 17. - MEMORANDUM OF UNDERSTANDING (No. 3)

(a) In construing that certain Agreement for Protection of Employees in Event of Approval of Merger and Related Applications Filed by Norfolk and Western Railway Company and other Carriers in I.C.C. Finance Docket Nos. 21510, 21511, 21512, 21513 and 21514 effective January 10, 1962, between Norfolk and Western Railway Company and certain national and international labor organizations signatory thereto, it is understood and agreed that when it is determined an employee subject to the terms and conditions of said Agreement has been adversely affected because of such merger the adjustments hereinafter referred to as a "displacement allowance" due him, if any, will be determined by the following formula:

(1) The "average monthly compensation" shall be arrived at by taking the total compensation received by the affected employee for the last twelve (12) months in which he performed service, beginning with the month immediately preceding the month in which it has been determined he was adversely affected (such twelve (12) months being hereafter referred to as the "test period") and then dividing by twelve (12). If the said affected employee's compensation is less in any month because of the merger than the aforesaid "average monthly compensation", he shall be paid the difference less compensation for any time lost on account absences to the extent he is not available for service under the applicable Schedule rules. If the employee at any time receives compensation in a month equal to or more than the "average monthly compensation", he shall not be entitled to any adjustment.

NOTE (a) - It was understood and agreed that in determining the "average monthly compensation" provided for in this Section, that in any month in which an employee involved was on bona fide furlough for the entire month but performed emergency service to which he did not stand to be called under the rules of the working agreement applicable to the craft or class in which he held seniority, that such month would not be used as one (1) of the months in such "test period".

Article 30-B, Section 17
Paragraph (1) Note (b) (continued)

NOTE (b) - It was further agreed that any compensation whatsoever (including vacation pay, arbitratories, pay for time lost, etc.) received from the Railway Company, but excluding payments made on account of personal injuries when such payments are for reasons other than time lost, would be used to reduce the amount of displacement allowances due any employee.

(2) After the "average monthly compensation" has been arrived at as set forth in Paragraph (1) hereof, it will always remain an affected employee's "average monthly compensation" except that the percentage of future general wage increases will be added to the said "average monthly compensation" beginning with the date in the month in which such wage increase becomes effective.

EXAMPLE - If it has been determined that an employee's "average monthly compensation" is \$500, and a general wage increase of two percent (2%) becomes effective, such increase will be added and this will produce a new "average monthly compensation" of \$510. The new "average monthly compensation" will be used in calculating the adjustment to be made to employees adversely affected because of such merger on and after the effective date of such increase.

(3) When it is determined that an employee is entitled to a displacement allowance under the provisions of this Agreement, it will be made on a monthly basis and same shall be paid as soon as practicable.

(4) Claims for employees who contend they are adversely affected by the merger will be made by the individual employee to the officer designated by the Company, with a copy to the Local Chairman of his Organization, within thirty (30) days after the end of each month in which he claims to have been adversely affected on the form in Section 19. If the employee's claim is denied by the Company and he desires to appeal the decision, he will submit his claim to said Local Chairman for appropriate handling.

(5) This Section 17 is applicable to the employees represented by the organizations signatory hereto and supersedes all existing agreements which may be in conflict herewith.

Article 30-B, Section 17
Paragraph (b) (continued)

(b) The effective date of this Agreement shall be January 10, 1962.

Sec. 18. - MEMORANDUM OF UNDERSTANDING (No. 4)

(a) For the reason that transfer of train dispatcher work involves considerations not generally applicable to that of other crafts or classes of employees, it is understood and agreed that in the application of the last paragraph of Section 9(b) of the Agreement of April 16, 1962, no train dispatching territory and/or work within the scope of agreements now in effect on the respective carriers involved will be transferred to the jurisdiction of train dispatchers within the scope of the effective Schedule Agreement for the Norfolk & Western Railway, nor will any train dispatching territory and/or work now under the jurisdiction of Norfolk & Western train dispatchers be transferred to the jurisdiction of train dispatchers covered by the Schedule Agreement in effect on other carriers specified in said Agreement, without thirty (30) days' advance written notice to the respective organizations involved and pursuant to implementing agreements thereafter concluded by the parties; provided, however, that if the parties are unable to conclude such an implementing agreement within thirty (30) days from date of initial conference in respect to such a notice, then and in such event the provisions of Section 9(d) of said Agreement shall be applicable with respect to the conditions of such transfer; provided further, that the right to transfer such work pursuant to Section 9(b) aforesaid shall be accepted by the parties and not be subject to arbitration.

(b) The effective date of this Agreement shall be January 10, 1962.

ARTICLE 31

RATES OF PAY

Effective January 1, 1981

Sec. 1.

	<u>Daily Rate</u>	<u>Hourly Rate</u>	<u>Hourly Overtime</u>
Yard Foreman-----	\$87.38	\$10.9225	\$16.3850
Yard Helper-----	83.18	10.3975	15.5975
Switchtender-----	78.78	9.8475	14.7725
Footboard Yardmaster--	94.66	11.8325	17.7500
Air Pay-----	\$ 5.37		

Sec. 2.

Where switchtenders have heretofore been paid helper's rates under previous agreement, such rates will be continued.

Sec. 3.

The wages for yard foremen, who also act as yardmasters (designated as footboard yardmasters) will not be less than two-thirds of one hour's pay in excess of the yard foreman's rates. The same rules for the basic day and overtime shall apply to such employees as applies to other yardmen.

Sec. 4. - Entry Rates - Taken from the August 25, 1978
National Agreement - Article IX

Service First 12 Months

Employees entering service on and after the effective date of this Article shall be paid as follows for all service performed within the first twelve (12) calendar months of service when working in a capacity other than conductor (foreman), footboard yardmaster, yardmaster, car retarder operator or engineer:

(a) For the first twelve (12) calendar months of employment, new employees shall be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered, exclusive of arbitraries and/or special allowances which shall be paid at the full amount.

Article 31, Section 4
Paragraph (b) (continued)

(b) Employees who have had an employment relationship with the carrier and are rehired will be paid at established rate after completion of a total of twelve (12) months' combined service.

(c) Train service employees who transfer to the fireman craft will be paid at established rates after completion of a total of twelve (12) months' combined service, in both crafts.

(d) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the twelve (12) month period.

ARTICLE 32

RETIREMENT - MANDATORY

Sec. 1.

All employees shall be subject to mandatory retirement who have attained the age of seventy (70) years on or after January 1, 1974, and must retire no later than the last day of the calendar month in which their 70th birthday occurs.

Sec. 2.

(a) The Carrier will insert the birthdate, as shown in the Carrier's records, following employee's name on the seniority lists of employees covered by this Article commencing with those lists issued as of July 1, 1969, and on all lists issued thereafter.

(b) In event dispute arises as to the accuracy of the date shown in the Carrier's records, the individual who takes exception to his date of birth as shown by the Carrier's records will furnish the division superintendent with documentary evidence establishing his correct date of birth not less than sixty (60) days prior to the scheduled retirement date.

(c) Such evidence to be in the form of a birth certificate or documents which would be acceptable to the Railroad Retirement Board.

(d) In event an employee does not submit acceptable documentary evidence, as provided in Paragraph (b) hereof, his birthdate as shown by Carrier's records will be considered as correct.

Sec. 3.

Employees retired in accordance with the provisions of this Article 32 will be considered as voluntarily retired for vacation purposes, and if they have not already taken any vacation due at the time of retirement will be paid in lieu of vacation due.

Sec. 4.

After an employee has been retired, in accordance with the provisions of this Article 32, his name shall be removed from all seniority rosters of employees in the class or craft represented by the United Transportation Union.

Article 32, Section 5 (continued)

Sec. 5.

After an employee has been retired, in accordance with the provisions of this Article 32, such person shall not be permitted to work or be re-employed by the Carrier in service coming under the rules of schedule agreements between the parties except by agreement between the duly authorized representatives.

Sec. 6.

Neither this Article nor any provisions contained herein nor any application thereof shall be considered or used as a basis for any time or money claim against the Carrier.

ARTICLE 33

ROAD - YARD MOVEMENTS

Sec. 1. - Article IX of the January 27, 1972 Agreement
Article X of the August 25, 1978 Agreement

(a) Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc.:

(1) One (1) straight pick up at another location in the initial terminal (in addition to picking up train) and one (1) straight set out at another location in the final terminal (in addition to yarding the train).

(2) One (1) straight pick up and/or set out at each intermediate point between terminals.

(3) Switch out defective cars from their own trains regardless of when discovered.

(4) Handle engines to and from train to ready track and engine house including all units coupled to the operation unit (units).

(5) Pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars provided, however, that where it is necessary to use two (2) or more tracks to hold the train it is not required that any track be filled to capacity.

(6) Exchange engine of its own train.

(b) Nothing in this Section 1 is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement. There shall be no change in work permitted or compensation paid to completion assignments, such as mine runs, tabulated assignments, etc.

INTERPRETATIONS

Question 1.

In what sequence may the additional one (1) straight pick-up at the initial terminal and the additional one (1) straight set-out at the final terminal be made?

Article 33, Section 1
Paragraph (b) - Interpretations (continued)

Answer 1.

In this respect the application is the same as the former rule. At the initial terminal, after picking up train and commencing outbound trip, the road crew may be required to make one (1) additional straight pick-up at another location within the limits of its initial terminal in connection with its own train. At the final terminal the road crew may be required to make one (1) straight set-out at another location within the limits of the final terminal before the final yarding of its train.

ARTICLE 34

COMBINATION ROAD-YARD

Sec. 1.

(a) The last yard crew assignment in a yard, or on a shift where more than one (1) yard assignment is employed, may be discontinued under the following conditions: (Yard as used herein is defined to mean a common terminal point where a seniority roster for yard ground men is maintained.)

(1) In the case of the last yard crew assignment in a yard, such assignment may be discontinued if a joint study indicates that the average time consumed in switching is less than four (4) hours within a spread of ten (10) hours for ten (10) consecutive working days. The ten (10) hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four (4) hours of such work within any spread of the same ten (10) hours for ten (10) consecutive working days, as previously assigned, the yard crew assignment will be restored.

(2) In the case of a yard crew assignment on a particular shift (in yards where more than one (1) yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average of less than four (4) hours switching within the spread of twelve (12) hours for ten (10) consecutive days, this spread to begin at the starting time of the yard crew assignment which the Carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the Carrier seeks to discontinue will be considered, subject to the provisions of Section 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve (12) hour period as set forth in Section 5:

NOTE - The studies referred to in this Section 1 shall be conducted in the following manner:

Where a Carrier proposes to discontinue the last yard crew assignment in a yard or on a shift where more than one (1) yard assignment is employed, it shall give ten (10) day's written notice of the proposed discontinuance to the representatives of the employees involved,

Article 34, Section 1
Paragraph (a)(2)(Note) (continued)

advising the names of the Carrier's officials who are designated as its representatives for the purpose of the study, and the date on which the study will begin. At any time prior to the date the study is to begin, the representatives of the employees involved shall advise the Carrier of the name of their representatives for the purpose of the study. If such representatives are not so named, or fail to participate, the study may be conducted by the representatives of the Carrier. In either event, the result of the study shall be binding on the parties for the purpose of this rule.

The same procedure will be adhered to in conducting studies proposed by the representatives of the employees for the restoration of assignments that have been discontinued under the provisions of this Section 1.

Sec. 2.

The provisions of Section 1 hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.

Sec. 3.

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

Sec. 4.

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

Sec. 5.

At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve (12) hour period (herein called the first twelve (12) hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this agreement. Road crews may be required to perform any

Article 34, Section 5
(continued)

yard service during a second twelve (12) hour period beginning at the expiration of the first twelve (12) hour period provided yard crew assignments are not assigned to start or terminate during such second twelve (12) hour period.

Sec. 6.

No change in work permitted or compensation paid to combination assignments, such as mine run, tabulated assignments, etc.

Sec. 7.

Switching service in yards by road crews when yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to Section 1 hereof, shall be paid for on the minute basis, with a minimum of one (1) hour at appropriate yard rates.

Sec. 8.

If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under Section 7 hereof.

Sec. 9.

Initial and final terminal delay rules shall not be disturbed by this Agreement except that when road crews perform yard service for which they are compensated under the provisions of Section 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.

Sec. 10.

The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of Section 1 of this Article.

Article 34, Section 11
(continued)

Sec. 11.

Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one (1) year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistant Act of 1952), with the Carrier paying 75% of the tuition costs of such training for a period not exceeding two (2) years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the Carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936, will not be entitled to retraining benefits.

Sec. 12. - COMBINATION ROAD-YARD SERVICE ZONES AS ADOPTED
FROM THE AUGUST 25, 1978, NATIONAL AGREEMENT

(a) At points where yard crews are employed, combination road-yard service zones may be established within which yard crews may be used to perform specified service outside of switching limits under the following conditions:

Question 1 - Does the carrier have the sole right to establish the combination road-yard service zones?

Answer 1 - Yes.

Question 2 - Should the carrier notify the General Chairman in writing when and where it establishes each combination road-yard service zone?

Answer 2 - Yes; such notification will include the specific limits of the zones.

Question 3 - Does the term "switching limits" as used in the first paragraph to Paragraph (a) mean the switching limits established or recognized for general switching purposes?

Article 34, Section 12
Paragraph (a) (continued)

Answer 3 - Yes. It is not intended that the combination road-yard service zones can be measured from points outside the general switching limits where yard crews may be operated under special or limited circumstances.

Question 4 - What is the meaning of the term "at points where yard crews are employed?"

Answer 4 - It has the same meaning and should be applied in the same manner as under Article V of the National Agreement of May 13, 1971, with the BxP and Article IX of the National Agreement of January 27, 1972, with the U.T.U.

Question 5 - Can employees of a carrier who may be restricted from performing road service on that carrier be used to perform service under Paragraph (a)?

Answer 5 - This is a matter to be determined on a local basis in accordance with existing agreements, rules or practices.

Question 6 - Can the carrier require a yard crew from one (1) seniority district to meet the service requirements of a customer if such customer is located in road territory in another seniority district on that carrier within the combination road-yard service zone?

Answer 6 - Yard crews within the limits of the rule can substitute for road crews provided the yard crews can be used in such road territory pursuant to provisions of existing national agreements under which yard crews may be used outside switching limits to perform service for new industries. However, it is not intended that a yard crew from one (1) seniority district be substituted for a yard crew in another seniority district.

(1) Road-Yard Service Zones for industrial switching purposes are limited to a distance not to exceed ten (10) miles, or the entrance switch to the last industry, whichever is the lesser. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement (August 25, 1978) except where the parties on individual properties may agree otherwise.

Question 1 - After a carrier establishes a combination road-yard service zone, will a subsequent extension of switching limits under existing agreements establish a new point for determining road-yard service zones?

Article 34, Section 12
Paragraph (a)(1) (continued)

Answer 1 - No. Combination road-yard service zones are measured from the switching limits that existed as of the date of the agreement (August 25, 1978).

Question 2 - Can a carrier establish combination road-yard service zones under Paragraph (a)(1) which may extend into or overlap one another?

Answer 2 - Yes. The road-yard service zone is determined or measured from the switching limits existing on the date of the agreement for each point where yard crews are employed.

Question 3 - (a) Is it permissible for a yard crew to leave its own switching limits to travel over road territory and enter the switching limits of another point where yard crews are employed to perform work at or beyond that point?

(b) Does the distance limitation apply from the switching limits of its own point to the switching limits of the second point?

Answer 3 - (a) No.

(b) Yes.

Question 4 - Is there any directional restriction in the determination or measurement of the road-yard service zones under Paragraph (a)(1)?

Answer 4 - No. The road-yard service zones under Paragraph (a)(1) can be established beyond existing switching limits in any direction.

Question 5 - May a yard crew from one (1) point where yard crews are employed be used to perform service under Paragraph (a) at another point where one (1) yard crew is employed and such service is to be performed within the second 12-hour period referred to in Article V, Combination Road-Yard Service Zones, Section 5 of the National Agreement of June 25, 1964?

Answer 5 - No.

(2) Within Road-Yard Service Zones, yard crews may be used only to meet customer service requirements for the delivery, switching, or pick up of cars which were not available or ready for handling by the road crew or crews normally performing the service or which are required to be expedited for movement into

Article 34, Section 12
Paragraph (a)(2) (continued)

the yard before arrival of said road crew or crews. Yard crews may be used to perform such service without any additional compensation and without penalty payments to road crews.

NOTE - The use of yard crews in Road-Yard Service Zones is restricted to the specific service required or requested by the customer and they may not be used indiscriminately to perform any other additional work.

Question 1 - Can a yard crew performing service under Paragraph (a) be required to perform work other than that which is specified in Paragraph (a) if such other work could have been required by a road crew prior to the adoption of Paragraph (a)?

Answer 1 - No. The use of yard crews under Paragraph (a) is limited to the service specifically provided for in Paragraph (2) thereof.

Question 2 - A short turnaround road local is regularly assigned six (6) days a week to service an industry two (2) miles outside switching limits. Usually the work is completed in less than eight (8) hours, but on occasion makes a second trip to the industry which results in overtime to the road crew. May the carrier use a yard crew to perform the second trip to eliminate overtime even though the road crew was available and could easily perform the service within the Hours of Service Law?

Answer 2 - If the short turnaround local was otherwise available, a yard crew could not be used solely to avoid overtime for the road crew; however, if such use would result in the commencement of a new day, the carrier has the option to use either the road crew or the yard crew. The service to be performed must meet the criteria outlined in Paragraph (a)(2).

Question 3 - In application of Paragraph (a)(2), may a yard crew be sent from Point "A" to Point "B" (less than ten (10) miles from switching limits of Point "A") to service a refinery on the rest days of a regularly assigned yard crew if the work it will perform had been previously performed exclusively by extra yard crews called to report at that point for that specific purpose?

Answer 3 - No.

Article 34, Section 12
Paragraph (a)(2) (continued)

Question 4 - May a yard crew be sent from Point "A" to a refinery at Point "B" (not yard territory) solely for the purpose of performing a switching service of cars already located at that industry, without making a delivery of traffic from Point "A" or making a movement of cars from Point "B" to Point "A"?

Answer 4 - Yes, provided that the service to be performed meets the criteria set forth in the rule.

Question 5 - May the yard crew in the above example be sent eastward from Point "A" to switch at Point "B" (which is five (5) miles from the switching limits of Point "A") then move cars picked up there to Point "C" (which is also within the established road-yard service zone) for delivery there? (See illustration below.)



Answer 5 - Yes, if all the service to be performed meets the criteria set forth in the rule.

Question 6 - If the switching limits of Point "A" are less than ten (10) miles from the switching limits of Point "B" with yard crews employed at both points, may a yard crew be sent from Point "A" to Point "B" for industrial switching purposes if a yard crew is or is not on duty at the time?

Answer 6 - No - the yard crew from Point "A" would be substituting for a yard crew at Point "B".

Question 7 - May a yard crew performing service under Paragraph (a) be used to perform service under Paragraph (b) before returning to the yard? If so, how is the crew to be compensated?

Answer 7 - Yes. The crew would be compensated for all time outside switching limits the same as though all the service outside switching limits had been performed under Paragraph (b).

Article 34, Section 12
Paragraph (a)(2) (continued)

NOTE - If necessary to leave yard engine in road-yard service zone, time will be continuous if yard crew returns to bring yard engine to yard. If another yard crew is used to bring yard engine in, that service will be performed under Paragraph (b) and compensated accordingly.

(3) The use of yard crews in Road-Yard Service Zones established under this Article may not be used to reduce or eliminate road crew assignments working within such zones.

Question 1 - An industry located outside existing switching limits has heretofore been serviced by road crews. Does this rule contemplate the abolishment of such road assignments so that all work is to be performed by yard crews?

Answer 1 - No. Paragraph (a)(3) specifically provides that the use of yard crews in road-yard service zones may not be used to reduce or eliminate road crew assignments working within such zones.

(4) Nothing in this Paragraph (a) is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement (August 25, 1978).

(b) At points where yard crews are employed, combination road-yard service zones may be established within which yard crews may be used to perform specified service outside of switching limits under the following conditions:

Question 1 - When a carrier elects to adopt this Paragraph (b) in lieu of retaining existing rules or practices and establishes a combination road-yard service zone, can the carrier utilize another road crew to handle disabled road trains tied up under the Hours of Service Act within the combination road-yard service zone?

Answer 1 - Yes. The carrier has the option to use either road or yard crews.

Question 2 - Under Paragraph (b), does the carrier have the sole right to establish combination road-yard service zones?

Article 34, Section 12
Paragraph (b) (continued)

Answer 2 - Yes.

Question 3 - Under Paragraph (b), can a yard crew assigned at a point other than the initial and final terminals of the assignment of the road train which is disabled or the road train which is tied up under the Hours of Service Act, be used to handle such road trains?

Answer 3 - No.

Question 4 - Does the term "switching limits" as used in the first paragraph to Paragraph (b) mean the switching limits established or recognized for general switching purposes?

Answer 4 - Yes. It is not intended that the combination road-yard service zones can be measured from points outside the general switching limits where yard crews may be operated under special or limited circumstances.

Question 5 - When a train is disabled or ties up under the Hours of Service Act within the 15-mile zone and no yard crews are on duty, should a road crew be called to handle the train?

Answer 5 - The carrier has the option to use either road or yard crews inasmuch as the rule does not affect the carrier's right to use road crews in accordance with existing rules or practices whether or not yard crews are on duty.

Question 6 - Where restrictions now exist on a property that prohibit the use of yard crews going outside the assigned territory of their assignment, does this rule give the Carrier the right to use such yard crews to perform the service under Paragraph (b)?

Answer 6 - Yes.

Question 7 - Under Paragraph (b), may yard crews of a carrier from one (1) seniority district be required to handle disabled trains or trains tied up under the Hours of Service Act which are manned by road crews from another seniority district of that carrier?

Answer 7 - Yes, provided disabled road trains and trains tied up under the Hours of Service Act could have been handled by yard crews from another seniority district within the general switching limits which existed immediately prior to the 1978 National Agreements for the terminal involved.

Article 34, Section 12
Paragraph (b) (continued)

Question 8 - Can yard crews of one (1) carrier operating within a Consolidated yard or terminal be required to handle disabled trains and trains tied up under the Hours of Service Act which are manned by road crews of another carrier?

Answer 8 - Yes, subject to the provisions of the agreement governing the operations of the consolidated terminal.

(1) Road-Yard Service Zones for purposes of this Paragraph (b) are limited to a distance not to exceed fifteen (15) miles for the purpose of handling disabled trains or trains tied up under the Hours of Service Act. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement (August 25, 1978), except where the parties on individual properties may agree otherwise.

Question 1 - If the Carrier extends switching limits after it has established combination road-yard service zones, will the extended switching limits establish a new fifteen (15) mile combination road-yard service zone?

Answer 1 - No. Combination road-yard service zones are measured from the switching limits that existed as of the date of the agreement (August 25, 1978).

Question 2 - Can a carrier require a yard crew to perform service under Paragraph (b) if the crew is not qualified to perform road service?

Answer 2 - This is a matter to be determined on a local basis in accordance with existing agreements, rules or practices.

Question 3 - When does a road train crew become "tied up under the Hours of Service Act" for purposes of Paragraph (b)?

Answer 3 - When the crew of the road train is relieved and compensated under existing agreements or practices applicable to crews being relieved for purposes of the Hours of Service Act.

Question 4 - (a) Does Paragraph (1) of this Paragraph (b) apply only to trains that are disabled or tied up under the Hours of Service Act?

(b) If so, can yard crews be used in lieu of road crews?

Article 34, Section 12
Paragraph (b)(1) (continued)

Answer 4 - (a) Yes.

(b) Yes. The Carrier has the option to use either yard or road crews.

Question 5 - The distance between the switching limits of the final terminal and the switching limits of an adjacent intermediate terminal is less than fifteen (15) miles. Under such circumstances, may a yard crew from the final terminal of the run be used beyond the switching limits of an adjacent intermediate terminal of the carrier to handle a disabled train or a train tied up under the Hours of Service Act?

Answer 5 - Yes, for the reason that the yard crew would be substituting for the road crew.

Question 6 - In the performance of service permitted under Paragraph (b), may a yard crew be sent eastward from Point "A", which is not the terminal of a disabled road train, to a junction point with another line at Point "B", then southward on the other line to Point "C" to pick up the road freight, then travel northward through to the road train's final terminal at Point "D", then return to its own reporting point, Point "A"?

Answer 6 - No. "A" is not the initial or final terminal for the crew of the disabled train.

Question 7 - May a road crew be sent a distance greater than fifteen (15) miles from its switching limits to move a disabled road train to its final terminal if the disabled train is within fifteen (15) miles of its own final terminal?

Answer 7 - The rule does not affect the carrier's right to use road crews in accordance with existing rules or practices whether or not yard crews are on duty.

Question 8 - Does the fifteen (15) mile limitation apply to the switching limits of the road train's final terminal, even though there are no tracks at that point on which the train could be disposed of, and the yard at which the road train normally terminates is six (6) miles within the switching limits of the terminal.

Answer 8 - Yes. The fifteen (15) mile limitation is measured from the existing switching limits of the terminal and not from the point where the train is yarded.

Article 34, Section 12
Paragraph (b)(2) (continued)

(2) Within Road-Yard Service Zones, yard crews may be used to handle disabled road trains or those tied up under the Hours of Service Act outside their final terminal without penalty to road crews. For such service yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits.

Question 1 - If a yard crew is called outside of prescribed starting times for the purpose of handling a disabled train or a train tied up under the Hours of Service Act, how are they compensated?

Answer 1 - This provision does not change the application of the yard starting time rules.

Question 2 - Do the provisions of Paragraph (b) have any application at intermediate terminals?

Answer 2 - No.

Question 3 - May a yard crew from an intermediate point be used to handle a train disabled or tied up under the Hours of Service Law to the final terminal of the assignment where no yard crews are assigned so long as they are within the fifteen (15) miles?

Answer 3 - No.

Question 4 - If a train is disabled or tied up under the Hours of Service Act at a point within the fifteen (15) mile limit of the final terminal, and there is a point enroute where a yard crew is assigned, can the carrier direct a yard crew from this point to handle the disabled or tied up train into the final terminal?

Answer 4 - No.

Question 5 - Are yard crews required to operate under train orders when dispatched to bring in a train tied up under the Hours of Service Law? For example, the road crew tied up had a train order to meet an opposing train within the fifteen

Article 34, Section 12
Paragraph (b)(2) (continued)

(15) mile area, such area being in manual block or automatic block territory.

Answer 5 - Carrier's operating rules are controlling.

Question 6 - When a yard crew is transported by a highway vehicle to perform service under Paragraph (b)(2), when does the crew's time start?

Answer 6 - Where local rules or practices exist which encompass this situation, such rules or practices will apply. Otherwise time will be computed from when the crew leaves company property or from the time the trip begins if originating off company property.

Question 7 - When a yard crew is transported by highway vehicle to perform service under Paragraph (b)(2), where does the highway mileage begin and end?

Answer 7 - Where local rules or practices exist which encompass this situation, such rules or practices will apply. Otherwise, rail miles outside switching limits will be used.

Question 8 - Are yard crews while on overtime on their regular assignment, and used to perform service outside switching limits under this rule, to be compensated for time consumed at the time and one-half rate for the class of service performed in addition to the regular yard rate?

Answer 8 - The parties are agreed that payment for combined service is to be treated the same as the emergency rule. Accordingly, the time in both services is combined to provide for payment at time and one-half for time in excess of eight (8) hours.

Question 9 - Are yard men who have not passed the required conductor's promotion examination going to be required to copy train orders and be in charge of trains in the fifteen (15) mile zone?

Answer 9 - This is a matter to be determined on a local basis in accordance with existing agreements, rules or practices.

Question 10 - If a yard crew is transported by car or some other vehicle to perform service under Paragraph (b), would they be entitled to deadhead pay?

Article 34, Section 12
Paragraph (b)(2) (continued)

Answer 10 - No.

Question 11 - A road crew within a road-yard service zone is relieved before the time of the crew has expired under the Hours of Service Law. May a yard crew be sent to bring this train into the terminal in accordance with Paragraph (b)?

Answer 11 - Yes, provided the road crew was properly relieved and compensated under existing rules pertaining to crews being relieved for purposes of the Hours of Service Act.

Question 12 - Given the same facts as above, except that the carrier believes that the time of the crew may expire under the Hours of Service Law before the train enters the terminal (owing to yard congestion, etc.), may the yard crew then handle the train into the terminal before the road crew's time actually expires?

Answer 12 - Yes, provided the road crew was properly relieved and compensated under existing rules pertaining to crews being relieved for purposes of the Hours of Service Act.

Question 13 - A derailment occurred in a road crew's train at an intermediate point, but within fifteen (15) miles of a yard crew's switching limits. There are no switching limits at the road crew's initial and final terminal. Under such circumstances does Paragraph (b)(2) permit the yard crew at the intermediate point to go outside of switching limits, but within fifteen (15) miles of switching limits to rerail a car?

Answer 13 - No. This rule has no application at intermediate points.

Question 14 - May a yard crew performing service under Paragraph (a) be used to perform service under Paragraph (b) before returning to the yard? If so, how is the crew to be compensated?

Answer 14 - Yes. The crew would be compensated for all time outside switching limits the same as though all the service outside switching limits had been performed under Paragraph (b).

NOTE - If necessary to leave yard engine in road-yard service zone, time will be continuous if yard crew returns to bring

Article 34, Section 12
Paragraph (b)(2) (continued)

yard engine to yard. If another yard crew is used to bring yard engine in, that service will be performed under Paragraph (b) and compensated accordingly.

(3) Nothing in this Paragraph (b) is intended to impose restrictions with respect to handling disabled road trains or those tied up under the Hours of Service Act beyond the fifteen (15) miles road-yard service zones, established under this Section where restrictions did not exist prior to the date of this Agreement (August 25, 1978).

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

Question 1 - Under Paragraph (c), would this eliminate the equalization of miles as between road and yard service crews referred to in Section 2 of Article VI of the January 27, 1972, UTU Agreement and Paragraph (b) of Article III of the May 13, 1971, BLE Agreement?

Answer 1 - No. Paragraph (c) applies only to the service prescribed by that Article whereas Section 2 of Article VI of the January 27, 1972, UTU Agreement and Paragraph (b) of Article II of the May 13, 1971, BLE Agreement operate independently and continue to apply to the service provided for in those Articles.

ARTICLE 35-A
COMBINING ROAD AND YARD SENIORITY

Sec. 1.

(a) The seniority roster for yardmen at Kansas City and the seniority roster for yardmen at Council Bluffs will be dovetailed.

(b) The employees on the dovetailed seniority roster resulting from Section 1(a) will be placed at the bottom of the seniority roster for road brakemen on the Kansas City, Stanberry and Council Bluffs Districts (formerly 17th, 18th and 19th Districts) in the order in which they appear on the dovetailed seniority roster resulting from Section 1(a).

(c) The employees on the seniority roster for road brakemen on the Kansas City, Stanberry and Council Bluffs Districts (formerly 17th, 18th and 19th Districts) as of February 28, 1973, will be placed at the bottom of the dovetailed seniority roster for yardmen resulting from the application of Section 1(a) in the order in which their names appear on said road brakemen's roster.

Sec. 2.

(a) The seniority rosters for yardmen at Moberly, Vandeventer ("V" Roster), North St. Louis ("W" Roster) and Brooklyn ("E" Roster) will be dovetailed.

(b) The employees on the dovetailed seniority roster resulting from Section 2(a) will be placed at the bottom of the seniority roster for road brakemen on the St. Louis, Moulton, Des Moines and Hannibal Districts (formerly 12th, 14th, 15th and 16th Districts) in the order in which they appear on the dovetailed roster resulting from Section 2(a).

(c) The employees on the seniority roster for road brakemen on the St. Louis, Moulton, Des Moines and Hannibal Districts (formerly 12th, 14th, 15th and 16th Districts) as of February 28, 1973, will be placed at the bottom of the dovetailed seniority roster for yardmen resulting from the application of Section 2(a) in the order in which their names appear on said road brakemen's roster.

(d) By reason of the provisions of the St. Louis Terminal Consolidation Agreement of April 22, 1972, the "C" Roster for yardmen on the St. Louis Terminal will continue to be maintained

Article 35-A, Section 2
Paragraph (d) (continued)

so long as there are employees in the service who held a seniority date as yardman as of February 28, 1973, on any of the yardmen's rosters maintained on the St. Louis Terminal prior to March 1, 1973, unless otherwise agreed to between representatives of the interested parties. However, notwithstanding any provisions of the said St. Louis Terminal Consolidation Agreement, no individual hired on or after March 1, 1973, will be placed on the said "C" Roster for yardmen. It is not the intent of this agreement to affect the rights to yard service on the consolidated St. Louis Terminal of any employee who is on the said "C" Roster on the effective date of this agreement. It is the intent, however, that individuals hired as brakemen on and after the effective date of this agreement on the St. Louis, Moulton, Des Moines and Hannibal Districts, in Moberly Yard, or on the consolidated St. Louis Terminal, establish joint road and yard rights in the above-mentioned road and yard territories, and that employees holding seniority as road brakemen on the above-mentioned road territories and as yardmen in Moberly Yard as of February 28, 1973, acquire rights to yard service on the consolidated St. Louis Terminal subject to the prior rights of all yardmen holding seniority on the consolidated St. Louis Terminal as of February 28, 1973.

Sec. 3.

(a) The seniority roster for yardmen in Hannibal and Quincy Yards and the seniority roster for yardmen in Springfield Yard will be dovetailed.

(b) The employees on the dovetailed seniority roster resulting from the application of Section 3(a) will be placed at the bottom of the seniority roster for road brakemen on the Springfield and Keokuk Districts (formerly 10th and 11th Districts) in the order in which they appear on the dovetailed roster resulting from Section 3(a).

(c) The employees on the seniority roster for road brakemen on the Springfield and Keokuk Districts (formerly 10th and 11th Districts) as of February 28, 1973, will be placed at the bottom of the dovetailed seniority roster for yardmen resulting from the application of Section 3(a) in the order in which their names appear on said road brakemen's roster.

Article 35-A, Section 4 (continued)

Sec. 4.

(a) The employees on the seniority roster for yardmen at Decatur will be placed at the bottom of the seniority roster for road brakemen on the Brooklyn and Lafayette Districts (formerly 9th and 13th Districts) in the order in which their names appear on said yardmen's roster.

(b) The employees on the seniority roster for road brakemen on the Brooklyn and Lafayette Districts (formerly 9th and 13th Districts) will be placed at the bottom of the seniority roster for yardmen at Decatur in the order in which their names appear on said road brakemen's roster.

Sec. 5.

(a) The seniority rosters for yardmen at Tilton, Lafayette (former Wabash), Peru (former Wabash), and Montpelier Yards will be dovetailed.

(b) The employees on the dovetailed seniority roster resulting from the application of Section 5(a) will be placed at the bottom of the seniority roster for road brakemen on the Huntington, Maumee, and Delta Districts (formerly 1st, 2nd and 5th Districts) in the order in which they appear on the dovetailed roster resulting from Section 5(a).

(c) The employees on the seniority roster for road brakemen on the Huntington, Maumee, and Delta Districts (formerly 1st, 2nd and 5th Districts) as of February 28, 1973, will be placed at the bottom of the dovetailed seniority roster for yardmen resulting from the application of Section 5(a) in the order in which their names appear on said road brakemen's roster.

Sec. 6.

The employees on the seniority roster for yardmen on the Chicago Terminal (former Wabash) will be placed at the bottom of the seniority roster for road brakemen on the Forrest District (formerly the 6th, 7th and 8th Districts) in the order in which their names appear on said yardmen's roster.

Sec. 7.

(a) The seniority roster for yardmen at Adrian and the seniority roster for yardmen at Detroit will be dovetailed.

Article 35-A, Section 7
Paragraph (b)

(b) The employees on the dovetailed seniority roster resulting from the application of Section 7(a) will be placed at the bottom of the seniority roster for road brakemen on the Detroit District (formerly 3rd District) in the order in which they appear on the dovetailed roster resulting from Section 7(a).

(c) The employees on the seniority roster for road brakemen on the Detroit District (formerly 3rd District) as of February 28, 1973, will be placed at the bottom of the dovetailed seniority roster for yardmen resulting from the application of Section 7(a) in the order in which their names appear on said road brakemen's roster.

Sec. 8.

When dovetailing yardmen's seniority rosters pursuant to Paragraph (a) of Sections 1, 2, 3, 5 and 7, where two (2) or more employees from different rosters being dovetailed have the same seniority date, their relative standing on the roster resulting after dovetailing will be in accordance with their date of birth as shown on the January 1, 1973, seniority roster; except, that the relative standing of men who have the same seniority date on the same roster as existing as of February 28, 1973, will be preserved as between them when compiling the dovetailed roster as of March 1, 1973.

Sec. 9.

Individuals on yardmen's rosters which are dovetailed pursuant to Paragraph (a) of Sections 1, 2, 3, 5 and 7 will maintain prior rights in their respective yards. The yard in which the individual has prior rights will be indicated on the seniority roster by an appropriate symbol.

Sec. 10.

Individuals holding seniority in road service on February 28, 1973, will have prior rights to road service assignments. Such prior rights will be indicated on the seniority roster.

Sec. 11.

Individuals holding seniority in yard service as of February 28, 1973, will have prior rights to yard service assignments. Such prior rights will be indicated on the seniority roster.

Article 35-A, Section 12 (continued)

Sec. 12.

An individual hired as brakeman on and after March 1, 1973, will have joint road and yard seniority, and his name will be carried only on the "road-yard" roster (the roster resulting from the application of Sections 1(b), 2(b), 3(b), 4(a), 5(b), 6 and 7(b) of this article), and when as a result of attrition there are no longer any prior rights yardmen carried on the seniority rosters, the "road-yard" roster will be the only roster maintained.

Sec. 13.

The combining of road and yard seniority as provided for herein shall have no effect upon the rights of the parties hereto under Article V - Combination Road-Yard - of the National Agreement of June 25, 1964.

Sec. 14.

(a) Rules applicable to road service relative to bulletining assignments and vacancies thereon, making application therefore, making assignments, exercise of seniority, filling of temporary vacancies, relief from service on temporary vacancies, apply to road service assignments and employees moving to, working on, or moving from road service assignments. Rules applicable to road service apply to employees while in road service.

(b) Rules applicable to yard service relative to bulletining assignments and vacancies thereon, making application therefore, making assignments, exercise of seniority, and filling of temporary vacancies, apply to yard service assignments and employees moving to, working on, or moving from yard service assignments. Rules applicable to yard service apply to employees while in yard service.

(c) (1) An individual with seniority in yard service as of February 28, 1973, and who as a result of this agreement acquires seniority as yardman in another yard or yards and/or as road brakeman will not be forced to accept assignment in yard service in such other yard or yards or as road brakeman if the reporting for duty point (at home terminal for road service) of such assignment is more than thirty (30) miles from the nearest reporting for duty point for yard service to which he held seniority on February 28, 1973.

Article 35-A, Section 14
Paragraph (c) (2) (continued)

(2) The failure of such an employee with a seniority date as yardman as of October 16, 1964, or prior thereto, to accept an assignment with reporting for duty point more than thirty (30) miles from the nearest reporting for duty point for yard service to which he held seniority on February 28, 1973, will not affect his protection under the April 16, 1962 Merger Protection Agreement.

(d) (1) An individual with seniority as road brakeman as of February 28, 1973, who as a result of this agreement acquires seniority rights to yard service will not be forced to accept assignment in yard service if the reporting for duty point of that assignment is more than thirty (30) miles from the point at which an extra board for road brakemen on his seniority district is maintained.

(2) The failure of such an employee with a seniority date as road brakeman as of October 16, 1964, or prior thereto, to accept an assignment in yard service with a reporting for duty point more than thirty (30) miles from the point at which an extra board for road brakemen on his seniority district is maintained will not affect his protection under the April 16, 1962 Merger Protection Agreement.

(d) (1) An individual with seniority as road brakeman as of February 28, 1973, who as a result of this agreement acquires seniority rights to yard service will not be forced to accept assignment in yard service if the reporting for duty point of that assignment is more than thirty (30) miles from the point at which an extra board for road brakemen on his seniority district is maintained.

(2) The failure of such an employee with a seniority date as road brakeman as of October 16, 1964, or prior thereto, to accept an assignment in yard service with a reporting for duty point more than thirty (30) miles from the point at which an extra board for road brakemen on his seniority district is maintained will not affect his protection under the April 16, 1962 Merger Protection Agreement.

(e) The thirty (30) miles referred to in Paragraphs (c) and (d) of this Section will be measured by the most direct highway route.

Article 35-A, Section 14
Paragraph (f) (continued)

(f) In the event no employee with prior rights to road service has submitted application for an outpost vacancy and an employee or employees with prior rights to yard service has made application for the vacancy, the senior of such applicants will be assigned. If at the time there are employees with prior rights to road service furloughed, the senior furloughed employee with prior rights to road service will be recalled to service, and, upon reporting for duty, required to displace the employee with prior rights to yard service from the outpost assignment.

(g) When necessary to force-assign an employee as brakeman on an "outpost job" (as an "outpost job" is defined in the various "outpost" agreements in effect) for which no bids have been received, the vacancy will be filled by resort to the following:

(1) If the junior employee on the extra board protecting vacancies on the outpost job involved is an employee with prior rights to road service, he will be assigned to the outpost vacancy involved.

(2) If Paragraph (1) does not provide an employee to fill the vacancy, then the senior available furloughed employee who is not relieved from accepting the assignment by Paragraph (c) of this Section will be assigned to the outpost vacancy involved.

(3) If neither Paragraph (1) nor (2) provides an employee to fill the vacancy, then the junior employee on the extra board which protects vacancies on the outpost job involved who is not relieved from accepting the assignment by Paragraph (c) of this Section will be assigned to the outpost vacancy involved; except that, if all employees on the extra board are employees with either prior rights to road service or prior rights to yard service who are relieved from accepting the assignment by Paragraph (c) of this Section, and there is an employee with interchangeable rights (an employee hired after February 28, 1973) who is assigned on the yard extra list at the division terminal, then that employee shall be assigned to the outpost vacancy for which no bids were received.

(h) Provisions of existing outpost agreements which permit a road brakeman who is compelled to accept an assignment on an outpost job to give up that assignment and go on the extra board when a brakeman his junior is assigned on the extra board at the division terminal will not be applicable when the junior brakeman involved is an employee who cannot be forced to the outpost job involved by reasons of Paragraph (c) of this Section.

Article 35-A, Section 14
Paragraph (i) (continued)

(i) When it can be shown that during an immediately preceding thirty (30) day period employees on a road brakemen's extra board on a seniority district which includes both road and yard service averaged in excess of 3,800 miles, furloughed employees with prior rights to yard service may place themselves on that road extra board if there are no furloughed employees with prior rights to road service on that seniority district. The number of furloughed employees with prior rights to yard service who may thus place themselves on the road extra board will not exceed the number which would have reduced the average miles for employees on that extra board for the thirty (30) day period involved below 3,400.

Sec. 15.

(a) Extra boards protecting road service and extra boards protecting yard service will be separate, except as may be subsequently agreed upon.

(b) An employee working in yard service will not be used to fill a temporary vacancy in road service unless the road extra board is exhausted and there is no regularly assigned road brakeman with home terminal at that location available (fully rested) for the service. An employee working in road service will not be used to fill a temporary vacancy in yard service unless the yard extra board is exhausted and there is no employee regularly assigned in yard service at that point who is available with eight (8) hours to work, or as provided in applicable auxiliary board agreement.

(c) When an employee is to be used from a road extra board to fill a temporary vacancy in yard service under circumstances described in Paragraph (b) above, available employees will be called from the road extra board, in turn, and upon completion of their use in extra yard service will be marked up on the road extra board first out when fully rested under the Hours of Service Act.

(d) When an employee is to be used from a yard extra board to fill a temporary vacancy in road service under circumstances described in Paragraph (b), above, available employees will be called from the yard extra board, in turn, and upon completion of their use in road service will be marked up on the yard extra board (last out, if it is a rotary extra board).

Article 35-A, Section 16 (continued)

Sec. 16.

Nothing in this Article changes the line of demarcation between yard and road service, and the respective road and yard agreements are only relaxed to accommodate the express provisions of this Article.

Sec. 17.

Employees whose seniority is extended to a new district through merger of road and yard seniority under Article X of the 1972 National Agreement, who elect to take a position open to them in such new district, will, in addition to other applicable contractual obligations, be subject to the provisions of Section 3(d) of Article XIII - PROTECTION OF EMPLOYEES, in the determination of any protective benefits which may be due under any existing agreements, for the duration of their service in the newly acquired seniority district. Section 10 of Article XIII will not negate the application of this understanding.

Sec. 18.

Article 37 shall be applicable to individuals hired as combination road-yardmen on or after March 1, 1973, irrespective of whether their first service is in yard service or in road service.

ARTICLE 35-B

EXERCISE OF SENIORITY TO ROAD AND YARD EXTRA BOARDS

Sec. 1.

A prior rights employee who is on an extra board may properly be required to protect any temporary vacancy which may be protected by that extra board, regardless of the "30 miles" provision of Paragraphs (c) and (d) of Section 14 of the Combined Road and Yard Service, Article 35-A.

Sec. 2.

Nothing contained in Article 35-A relieves an individual with seniority as road conductor from protecting his seniority as road conductor under applicable agreements; except that an individual with seniority as road conductor who is working in yard service will not be used as extra (emergency) conductor in road service if an extra (emergency) conductor who is in road service is available. In the event no extra (emergency) road conductor working in road service is available when necessary to call an extra (emergency) conductor for road service, the senior extra (emergency) road conductor working in yard service at the terminal where the vacancy for road conductor exists will be used. If the extra (emergency) road conductor used is from the yard extra board, upon completion of his use in road service he will be marked up on the yard extra board (last out if it is a rotary extra board).

Sec. 3.

Paragraphs (a) and (b) of Section 14 of Article 35-A, implementing Article X - Combining Road and Yard Seniority - of the National Agreement in National Mediation Board Case No. A-8830 signed on January 27, 1972, are supplemented by the following:

(a) The displacement privileges of an employee who has been assigned in yard service (either on a regular assignment or on an extra board), and who, under the rules applicable to employees in yard service, becomes entitled to displace, include the privileges of displacing a junior employee from any regular assignment or extra board in road service in this seniority district, subject to the prior rights provisions of Article 35-A.

(b) The displacement privileges of a brakeman who has been assigned in road service (either on a regular assignment or on an extra board) and who, under the rules applicable to employees in road service, becomes entitled to displace, include the privilege of displacing a junior employee from any regular assignment or extra board in yard service in his seniority district, subject to the prior rights provisions of Article 35-A.

Article 35-B, Section 3
Paragraph (c) (continued)

(c) In the event a road brakemen's extra board is increased, notice stating the number of men added to or to be added to that board will be posted at all points on the seniority district at which yard crews are maintained, and an employee who is in yard service, may, subject to the prior rights provisions of Article 35-A, displace an employee his junior from that road extra board, or place himself on such extra board in the event all the additional openings on that extra board have not been filled, by giving the designated officer of the Carrier written notice of intention to do so within three (3) days from the date of the notice the extra board is being increased. The change will be made effective at 8:30 a.m. of the second calendar day after the day on which the employee's notification is received by the designated officer.

(d) In the event a yard extra board is increased, notice stating the number of men added to or to be added to that board will be posted at all home terminals for road crews on the seniority district, and an employee who is in service as road brakeman may, subject to the prior rights provisions of Article 35-A, displace an employee his junior from that yard extra board, or place himself on such extra board in the event all the additional openings on that extra board have not been filled by giving the designated officer of the Carrier written notice of intention to do so within three (3) days from the date of the notice the extra board is being increased. The change will be made effective at 8:30 a.m. of the second calendar day after the day on which the employee's notification is received by the designated officer except as provided for in the last sentence of Paragraph (e) of this Section 3.

NOTE: Paragraphs (c) and (d) above applies to conductors insofar as the exercise of seniority to a road brakemen's extra board or a yardman's extra board.

(e) When an employee is displaced from an extra board in the application of Paragraphs (c) and (d) of this Section, the junior employee on the extra board will be displaced: except that it is understood that Section 14(h) of Article 35-A is not modified by this Section 3. It is further understood that when a road brakeman on an outpost assignment exercises the privilege of giving up the outpost assignment to go on the extra board when an employee his junior is assigned on the extra board, such brakeman will remain on the outpost assignment during the life of the bulletin advertising same and until the assignment is made and he is relieved by the regular man reporting for the outpost assignment.

Article 35-B, Section 3
Paragraph (f) (continued)

(f) The application of the provisions of this Section 3 shall not result in deadhead expense to the Carrier.

(g) An employee protected under the Merger Protection Agreement or any other protective arrangement who voluntarily displaces to, or places himself on, an extra board pursuant to the provisions of this Section will not be entitled to any protection allowance while thus voluntarily on an extra board.

Sec. 4.

In the application of Section 15(d) of Article 35-A, an employee who is on a yardmen's extra board who misses a call for road service which is made at his extra board location and which is made outside the calling periods set out in the applicable agreement covering the handling of yardmen in the yard in which he is employed will not lose his place on the yardmen's extra board because of having missed such call.

Sec. 5.

Section 1 of this Article 35-B, pertaining to Paragraphs (a) and (b) of Section 14, Article 35-A, insofar as roadmen are concerned, applies to both conductors and brakemen.

ARTICLE 36

SELF-PROPELLED MACHINES

Sec. 1. - Article III, Section 1(b)-June 25, 1964 Agreement

A yard conductor (foreman) will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars; and, if more than two (2) cars are handled at any one time a yard brakeman (helper) will also be employed.

This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self-propelled machines now working in the confined areas where rules or practices require the employment of a yard ground man, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

ARTICLE 37

SENIORITY

Sec. 1.

Yardmen whose seniority entitles them to hold regular positions shall not be permitted to work on the extra board. (Except at Detroit Yard, Decatur Yard, St. Louis Consolidated Terminal and Moberly Yard).

Sec. 2. - Memorandum of Agreement effective November 1, 1977

(a) When a permanent vacancy occurs, it shall be bulletined for three (3) days and then given to the oldest yardman making application for same, excepting in cases provided for in Section 5 of this Article, assignments to be made on the fourth day.

(b) When a vacancy created by a regularly assigned yardman being absent from the service for any reason, exclusive of days absent on vacation with pay, is known to be of more than ten (10) days duration, such vacancy will be bulletined as a permanent vacancy and filled in accordance with the provisions of Paragraph (a) of this Section 2.

(c) When the former regularly assigned yardman reports for duty, he shall have the right to displace any yardman his junior, subject to the provisions of Section 5 of this Article, displaced as a result of the former regularly assigned yardman reporting for duty shall have the right to exercise their seniority in the same manner.

Sec. 3.

(a) Yardmen off on account of sickness of himself or family or away on furlough, will have the privilege of signing for any position that may have been bulletined while thus away or out of service, upon resuming work.

(b) Yardmen displaced under the provisions of this Section, shall have the right to any position to which they are entitled by their seniority standing.

Sec. 4.

In filling a temporary vacancy of a foreman on any shift the oldest helper on the shift will be used. Any helper declining to act as foreman shall not be used as an extra foreman on his assigned shift. In the event a foreman lays off after assignment board has been marked up, the oldest

Article 37, Section 4 (continued)

helper on the crew may be used as an extra foreman.

Local conditions will be applicable to this Section 4, when agreed to by the Superintendent and Local Chairman.

Sec. 5.

A yardman accepting a new position will not be allowed to make application for his former position for a period of thirty (30) days.

Sec. 6.

Seniority rights of yardmen will date from the time they enter the service, continuous in the yard or terminal where employed.

Sec. 7. - Memorandum of Agreement effective September 1, 1975

(a) All combined road-yard employees entering the service of the Carrier on and after September 1, 1975, must submit themselves for promotion to yard foreman in order of their seniority.

(b) (1) The seniority standing of combined road-yard employees in service prior to the effective date of this agreement will not be changed by this agreement, and they will not be required to take written or oral examination, and on effective date of this agreement all combined road-yard employees who have forfeited their rights to perform service as extra yard foreman will have such rights restored.

(2) All combined road-yard employees promoted to foreman will be permitted to give up their yard foreman's rights and have their rights restored as provided in present local yard agreements.

(c) (1) All combined road-yard employees hired after September 1, 1975, to be eligible for position of yard foreman in addition to passing required written and oral examinations, must have at least one hundred twenty (120) days actual experience in road or yard service. Such employees will be notified to take the examination as soon as practical after working the aforementioned one hundred twenty (120) days.

Article 37, Section 7
Paragraph (c) (2) (continued)

(2) Such employees will be furnished a copy of examination questions not to exceed one hundred (100) questions, thirty (30) days prior to the written examination.

(d) (1) All combined road-yard employees who have written their examination will be given oral examination within thirty (30) days of the written examination and if successful in this examination they will be placed on the yard foreman's seniority list in accordance with their seniority standing on the road-yard seniority list.

(2) All employees covered by this agreement who have passed written examination and failed the oral examination will not be required to re-write the written examination.

(e) Each combined road-yard employee will be examined for promotion according to his seniority. Failing to pass examination, book of rules or timetable, he shall forfeit his right to promotion for a period of sixty (60) days; failing to pass examination a second time, he shall forfeit his rights for a period of sixty (60) days longer. On the third examination he may have a member of the UTU Committee present, and failing to pass third examination, he shall be permitted to retain and exercise his seniority rights as yard helper or road brakeman. If the combined road-yard employee passes on the second or third examination, the date of his seniority as yard foreman will be as of the date he should have been examined in his turn.

(f) If on account of sickness or some other unavoidable cause a combined road-yard employee is unable to present himself for examination in his regular turn for promotion, he will be examined as soon thereafter as it can be arranged, and the date of his seniority as yard foreman will be as of the date he should have been examined in his turn.

(g) Combined road-yard employees unable to qualify as yard foreman on the third examination will be given further opportunity to qualify in accordance with Paragraphs (d), (e) and (f) of this Section 7, after a period of one (1) year, providing written request is made to the trainmaster or proper designated officer.

Article 37, Section 7
Paragraph (h) (continued)

(h) Yard foremen shall have a separate seniority list to which they will have access at all times, and which shall be posted at all points where switchmen go on and off duty, and which will contain a correct list of all the yard foremen, their date of birth and their seniority date as yard foreman, and will be corrected January 1 and July 1 of each year. The general and local chairmen will be furnished copies.

(i) All combined road-yard employees who entered the service prior to September 1, 1975, will be governed by the provisions of respective local yard agreements.

Sec. 8.

The right to preference of work and of promotion will be governed by seniority in the service; the yardman oldest in the service will be given the preference, if competent, and if charged with not being competent, such charge will be specified in writing.

Sec. 9.

Vacancies for assistant yardmaster will be bulletined for three (3) days and then given to the oldest yardman making application for same, if competent; it being understood, however, that the Carrier will reserve the right to fill such positions with other employees when deemed advisable. In event vacancy is not given senior yardman making application for same, reason therefor will be given him in writing.

Sec. 10.

A yardman now holding or hereafter appointed to an official, excepted or supervisory position with the Carrier or a railroad company in which it has a financial interest, or who accepts a position with the United Transportation Union, shall retain and continue to accumulate seniority as a yardman.

Sec. 11.

Yardmen leaving the service of the Carrier of their own accord, forfeit all seniority rights; when yardmen are laid off on account of reduction of force, they will retain their seniority rights and will be returned to the service in accordance with their seniority when the force is again increased, it being understood that the Carrier will continue to carry such yardmen on the service lists, and that they will report promptly when called upon.

Article 37, Section 12 (continued)

Sec. 12.

Yardmen will be allowed to work with other engines, when the engines they are assigned to are taken off, according to their age. In other words, they will have the right to continuous service according to age. (Not applicable at St. Louis, Missouri (Article 60).

Sec. 13.

An engine assigned to service five (5) days or more each week will be considered a regular engine, but such jobs will be bulletined and assignments made in accordance with the rules, after being in service three (3) days, providing it is apparent that they will work five (5) or more days per week. (Revised 8/18/52). (Not applicable to Decatur-Article 53 and/or St. Louis-Article 60.)

Sec. 14.

When the starting time or working conditions of an engine is changed, the engine will be bulletined as per Section 13 of this Article.

Sec. 15.

When the business of the Carrier requires the abandonment of any yard and the establishment of a new yard in its place at some other point, the men in the yard abandoned shall have the right to transfer to the new yard.

Sec. 16.

A bulletin shall be kept in each yard office upon which assigned crews and extra men shall be registered.

Sec. 17.

Deleted

Sec. 18.

Where daily service is required, the hours of service will be arranged to provide sufficient rest, so that regular yardmen may have not less than eight (8) hours work in each twenty-four (24) hour period.

Article 37, Section 19 (continued)

Sec. 19. - Mediation Agreement dated June 28, 1968,
NMB Cases A-7698 and A-7698 Sub (1)

(a) Except as provided herein, all yard crews shall consist of one (1) foreman and two (2) helpers:

EXCEPTIONS

Carrier may select the number of crews shown below to be worked with one (1) foreman and one (1) helper:

<u>Location</u>	<u>Number of Crews</u>
Hannibal	2
Quincy	1
Springfield	2
Adrian	1

(b) "Crew" as used herein, refers to the job, irrespective of whether or not it is worked five (5), six (6) or seven (7) days per week, and on the assigned rest days of regular member or members of a one-helper crew it may be worked by one (1) foreman and one (1) helper. If a regular rest day relief assignment consisting of one (1) foreman and two (2) helpers is assigned to relieve on a one (1) helper crew on one (1) or more of the days off of the regular members of that one (1) helper crew and there is a vacancy on such regular relief crew, it may be worked on that day or days with one (1) helper.

(c) Carrier will designate the job or jobs to be worked with one (1) foreman and one (1) helper at the above locations. Such designations will be posted at the location involved and may be changed from time to time, but only at the yard cited.

(d) The changing of a crew consist from two (2) helpers to one (1) helper will permit the yardmen on the regular assignment involved to exercise their seniority on any position to which their seniority may entitle them.

Article 37, Section 19
Paragraph (e) (continued)

(e) Redesignated one (1) helper or two (2) helper assignments will be bulletined in accordance with the applicable agreement rules.

(f) In the application of this Section 19, two (2) helpers will be used on the crews listed therein under circumstances where one (1) man would otherwise be used, if necessary to prevent a yardman who has a seniority date in that yard prior to June 28, 1968, being furloughed.

(g) The second helper position on twenty-five (25) of the present one (1) helper crews will be restored not later than September 1, 1968.

(h) The second helper position on those remaining present one (1) helper crews which are required to be restored to two (2) helper status under this agreement will be restored not later than November 1, 1968.

(i) In the event sufficient men are not available to fill the second helper position on crews as stipulated in Paragraph (a) of this Section 19, by the dates specified therein, vacancies on such positions will thereafter be filled in accordance with applicable provisions of existing agreements.

(j) This section does not alter rules and practices dealing with self-propelled machines, pilot service or any other service not specifically referred to herein.

(k) Nothing herein will prevent the use of additional men over and above the number specified or in any manner restricts the right of the Carrier to rearrange, annul, abolish, or establish assignments in accordance with applicable agreements.

(l) A crew consisting of a foreman and one (1) helper shall not be required to work short-handed.

(m) When a crew consists of a foreman and two (2) helpers, but the number is reduced by reason of a crew member failing to report, the following shall govern.

(1) If the crew is one which could be manned by a foreman and one (1) helper under this Section, the Carrier will not be required to call another yardman for the crew.

Article 37, Section 19
Paragraph (m)(2) (continued)

(2) If the crew in question is one which requires a foreman and two (2) helpers under this Section, the remaining two (2) members may be required to perform work for not more than sixty (60) consecutive minutes without a third man.

(n) When a crew consists of a foreman and two (2) helpers, but the number is reduced by reason of a crew member, who has reported for duty, being relieved because of illness, injury, emergency situations, etc., the following shall govern:

(1) If the crew in question is one which could be manned by a foreman and one (1) helper under this Section, the Carrier will not be required to call another yardman for the crew.

(2) If the crew in question is one which requires a foreman and two (2) helpers under this Section, the remaining two (2) members may be required to continue to perform work without a third man for not more than ninety (90) consecutive minutes, or up until the expiration of eight (8) hours from the starting time of the crew, whichever occurs first.

(o) Yardmen will not be disciplined for refusing to work "short-handed" in excess of sixty (60) or ninety (90) minutes provided in Paragraphs (1), (m), (n) and (o) of this Section 19, whichever is applicable or in the case of a one (1) helper crew.

Sec. 20.

No yardman will be permitted to work more than one (1) shift in each calendar day.

Sec. 21.

Yardmen shall be used on all work performed within the switching limits, including transfer, construction, maintenance of way, wreck and work trains, and shall receive not less than yardmen's pay.

NOTE: Not applicable to Decatur, Illinois
(Article 53) and/or St. Louis, Missouri
(Article 60).

Article 37, Section 22 (continued)

Sec. 22.

Deleted

Sec. 23. - Promotion of Road-Yardman to Road Conductor
Memorandum of Agreement effective March 1,
1978, Signed February 17, 1978.

(a) Promotion to conductor will be in the relative standing on the road-yardmen's seniority roster.

(b) (1) Within a period of six (6) months from the date of this agreement, the Carrier will arrange to hold promotion examinations on each seniority district and any employee with seniority date prior to effective date of this agreement, with two (2) years of service, will be given an opportunity to take the examination.

(2) Such individuals will be so notified not less than thirty (30) days in advance of the date on which the examinations will commence.

(3) All other employees will be given an opportunity to take examination for promotion to conductor after completion of two (2) years' service.

(4) Employees who fail to pass the first examination will be given an opportunity to take second and third examinations as provided for under Paragraph (c) below, except should any employee fail to pass the third examination he will forfeit his right to subsequent examination for promotion to conductor but will retain all other seniority rights and continue to perform service without restriction.

Article 37, Section 23
Paragraph (b) (5) (continued)

(5) In the event any employee refuses to take the examination, he will forfeit his right to subsequent examination for promotion to conductor but will retain all other seniority rights and will continue to perform service without restriction.

(c) (1) Road-Yardmen employed on or after the effective date of this agreement will be required to take examination for promotion to conductor after having completed two (2) years of service. The examination will be given prior to the expiration of six (6) months from the date of completion of two (2) years of service and the road yardmen will be notified by letter as to the time, date and place of the examination at least thirty (30) days in advance thereof.

(2) In the event a road-yardmen fails the first examination, he will be notified in writing with a copy to the General Chairman and a second examination will be given after sixty (60) days from the date of the first examination and prior to the expiration of ninety (90) days therefrom. If the road-yardman so requests, the second examination will be administered by another transportation officer selected by the Superintendent and General Chairman. If the General Chairman and Superintendent are unable to agree on the official as provided above, the General Chairman and the General Manager will agree on the official to conduct the examination. In the event the selection of the officer is made by the General Chairman and the General Manager, the time limit specified herein shall be extended by thirty (30) days.

(3) Road-Yardmen employed on or after the effective date of this agreement who fail the second examination for promotion to conductor will be notified in writing with a copy to the General Chairman. Prior to the expiration of sixty (60) days from the date of the second examination an employee covered by this paragraph may request a third examination in writing and such examination will be given within thirty (30) days from the date of request. If the employee does not report for examination as scheduled under Paragraph (c) of this Section, or request and pass the third examination referred to in this paragraph, he will forfeit all seniority. If the road-yardman so requests, the third examination will be administered by an officer other than the officer or officers who conducted the first and second examinations. The officer to conduct the third examination will be selected by the Superintendent and General Chairman. If the General Chairman and Superintendent are unable to agree on the official as provided above, the General Chairman and General Manager will agree on the official to conduct the examination. In the event the selection of the officer

Article 37, Section 23
Paragraph (c) (3) (continued)

is made by the General Chairman and the General Manager, the time limit provided herein shall be extended thirty (30) days. The General Chairman may be present when examinations are conducted.

(d) (1) When there is a shortage of conductors on any seniority district, and there are no employees with two (2) years' service, employees with less than two (2) years' service may be given examination for promotion to conductor and if they pass such examination they will be given a seniority date in line with Paragraph (a) of this Section.

(2) In the event the employees with less than two (2) years' service fail the examination, they will not be subject to the penalty provisions of Paragraph (c) of this section, and will be given an opportunity to take the examination or examinations, again after having completed two (2) years' service in line with the provisions of this Section 23.

(e) No road-yardman shall be deprived of his rights to examination, nor to promotion in accordance with his relative standing on the road-yard roster, because of any failure to take his examination by reason of the requirements of the company's service, by sickness, or by other proper leave of absence; provided, that upon his return he shall be immediately called and required to take examination and accept proper assignment.

(f) Examinations for promotion to conductor will be held at Division terminal points or main terminals on which road-yardmen are working. The following will be considered main terminals insofar as this Section 23 is concerned:

Kansas City, Missouri
Council Bluffs, Iowa
St. Louis, Missouri
Hannibal, Missouri
Springfield, Illinois
Tilton, Illinois
Lafayette, Indiana
Peru, Indiana
Montpelier, Ohio
Detroit, Michigan

Article 37, Section 23
Paragraph (g) (continued)

(g) An employee with a seniority date as of October 16, 1964, or prior thereto who fails or refuses to take the examination for promotion to conductor will not affect his protection under the April 16, 1962 Merger Protection Agreement.

(h) Nothing herein abridges the rights of the Organization to progress disputes arising out of the application of this Section 23.

Sec. 24. - Memorandum of Agreement signed February 3, 1981,
Effective March 1, 1981.

This section supersedes all agreements and practices governing the weekly adjustment of yardmen extra boards at locations where a rotary extra board is operated and such extra boards will be adjusted in accordance with the following:

(a) The number of men assigned on the yardmen's extra board will be adjusted each week on the basis of the equivalent of straight time days of extra work available during the past seven (7) days with the end in view of enabling extra men to earn the approximate equivalent of ten (10) straight time days for each one-half (½) month, and for the purpose of adjusting the extra board each week this figure is adjusted to equal the equivalent of forty (40) straight time hours. It is understood that this is not a guarantee.

(b) In determining the equivalent of straight-time hours of extra work during the past seven (7) days, the following procedure will be used:

(1) Time made by men assigned on the extra board will be converted to equivalent straight time hours and totaled.

(2) Time made by regularly assigned men when used to perform extra work on their rest days or when doubling to fill temporary vacancies on their regular work days will be converted to equivalent straight-time hours and totaled.

NOTE: In converting time paid for at punitive rate to equivalent straight-time hours, one (1) minute at time and one-half shall equal one and one-half straight time minutes.

Article 37, Section 24
Paragraph (b) (3) (continued)

(3) Results of the computations in Paragraph (b) (1) and (2) of this Section will be totaled. The resulting total will represent the equivalent of straight time hours of extra work available for extra men during the past seven (7) days.

(c) To determine the number of men to be assigned on the yardmen's extra list during the following seven (7) days, divide the total obtained as a result of Paragraph (b)(3) of this Section by forty (40). A fraction of five-tenths (5/10) or over resulting from this computation will be treated as one (1).

(d) Notwithstanding the provisions of Paragraphs (b) and (c) of this Section, when determining the number of men to be placed on the yardmen's extra board, due consideration will be given to the number of yardmen scheduled to be on vacation in the following work week and to anticipated changes in the volume of traffic.

Sec. 25. - Letter of Understanding dated April 27, 1956

(a) An individual holding seniority as yardman, who has been regularly assigned on a position not covered by the Schedule for Yardmen, who voluntarily relinquishes such position or rights thereto, may only exercise his yard rights by bidding in a bulletined vacancy subject to the Schedule for Yardmen. If such individual does not have sufficient seniority to hold a regular job as a yardman, he may go on the yardmen's extra board.

(b) Men holding seniority as yardmen, who have been regularly assigned on positions not covered by the Schedule for Yardmen, who may be displaced from such positions for any reason, are not subject to the restriction outlined in Paragraph (a) hereof.

Sec. 26. - Letter of Understanding dated December 13, 1937

This section in regard to removing from the respective seniority rosters the names of employees who are granted an annuity by the Railroad Retirement Board.

Article 37, Section 26 (continued)

(a) Division officers will continue to carry on the respective seniority rosters, the names and seniority dates of employees under 65 years of age who are granted an annuity by the Railroad Retirement Board account of physical disability.

(b) Employees less than 65 years of age who are granted an annuity by the Railroad Retirement Board will, if and when they reach the age of 65 years, be removed from the seniority rosters in the same manner as all other employees who voluntarily retire from the service and are granted an annuity by the Railroad Retirement Board.

ARTICLE 38

SERVICE LETTERS

Sec. 1.

Any yardman leaving the employ of the Company, will, at his request, be given a letter bearing official stamp by the Superintendent, stating his term of service, capacities in which employed and whether he has been dismissed or left the service of his own accord. If dismissed, such letter shall state the reason therefor,

ARTICLE 39

STARTING TIME

Sec. 1.

(a) Regular assigned yard crews shall have a fixed starting time, and the starting time of a crew will not be changed without at least forty-eight (48) hours advance notice. Practices as to handling of transfer crews are not affected by this Article.

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

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

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

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

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

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

NOTE: Exceptions to starting time rules will be agreed upon by the Superintendent, Local and General Chairman to cover local service requirements.

INTERPRETATION

Question

Should it be understood that Paragraphs (e) and (f) apply only to regular assignments with no change in present practice for starting extra yard crews?

Answer

Yes.

ARTICLE 40
LIMITATION ON TIME CLAIMS

Sec. 1. - Agreement dated January 16, 1950

All time claims shall be covered by time reports presented by or on behalf of the individual employee or employees involved in the usual way to the proper officer of the Carrier within sixty (60) days from the date of the occurrence on which the claim is based. Claims not presented in accordance with the foregoing are barred.

Sec. 2.

If a claim which has been presented as required by Section 1 above, is declined, the employee shall be so notified in writing within sixty (60) days from the date the claim is presented otherwise the claim shall be paid. The payment of such claims shall not establish a precedent or prejudice the position of the Carrier with respect to similar claims.

Sec. 3.

(a) If the original declination of a claim is not accepted by the employee involved, the claim must be submitted to the Superintendent within sixty (60) days from the date of the original declination, otherwise the claim shall be barred.

(b) Claims presented to the Superintendent by an employee or his duly authorized representative within the limitations provided by this rule must be submitted in writing and include a statement of his understanding of the facts surrounding the claim and reference to schedule rule on which the claim is based..

(c) If a claim is not allowed by the Superintendent, he shall advise the employee or his duly authorized representative in writing within sixty (60) days from the date the claim was submitted to him, of his decision and furnish the employee or his duly authorized representative with a statement of his understanding of the facts surrounding the case and advise reason why claim is not allowed.

(d) If conference with the Superintendent is desired by the employee involved or his duly authorized representative, same will be granted without unnecessary delay.

Article 40, Section 4 (continued)

Sec. 4.

An appeal from a declination by a Superintendent of a claim must be made in writing to the proper officer of the Carrier through the U. S. Mails, within sixty (60) days from the date of the original declination by the Superintendent, otherwise the claim shall be void and further handling barred.

Sec. 5.

The procedure outlined in Section 4 of this Article shall govern in appeals taken to each succeeding officer.

Sec. 6.

Decision by the officer of the Carrier to whom such appeal is made shall be rendered in writing, through the U.S. Mails, within sixty (60) days from the date of the appeal.

Sec. 7.

Decision by the highest officer of the Carrier designated to handle claims shall be final and binding unless, within sixty (60) days from the date of the decision in writing of said officer he is notified in writing that his decision is not accepted.

Sec. 8.

(a) Decision by the highest officer designated by the Carrier to handle claims shall be final and binding, unless within one (1) year from the date of said officer's decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employee or his duly authorized representative and such officer is so notified. It is understood, however, that the parties may, by agreement, in any particular case, extend the one (1) year period herein referred to.

NOTE: The one (1) year period referred to in Section 8 of this Article shall be computed from the date of the first decision rendered in writing by the highest officer, except as hereinafter provided.

Article 40, Section 8
Note (Continued)

The one (1) year period referred to in Section 8 of this Article will, in cases involving claims which have been declined by the highest officer prior to conference and in which he has been notified within the limitations provided by Section 7 of this Article, that his decision is not accepted, and which are subsequently discussed in conference with the highest officer within sixty (60) days from the date of his first decision, be computed from the date of first decision rendered in writing by said officer after first conference. It is understood, however, that the parties may, by agreement, in any particular case, extend the sixty (60) day period within which the conference referred to in this NOTE must be held.

ARTICLE 41

TIME SLIPS

Sec. 1.

When, for any reason, the time claimed by the time slips is not allowed, or if the time slips are not made out correctly, they will be promptly returned and the reason given therefor.

Sec. 2.

Yardmen or switchtenders who are short eight (8) hours or more in their pay, will upon request, be given a voucher for the amount.

ARTICLE 42
TRANSPORTATION

Sec. 1.

Transportation for long and continuous service will be issued to yardmen on the following basis:

- (a) Five (5) to ten (10) years' continuous service - good for self on division on which employed.
- (b) Ten (10) to fifteen (15) years' continuous service - good for self and wife on division on which employed.
- (c) Fifteen (15) years or more continuous service - good for self, wife and minor dependent children over system.

Sec..2.

Employees on St. Louis Terminals will be permitted to designate the division over which transportation shall be issued until entitled to system transportation.

ARTICLE 43

UNION BELT OF DETROIT

MEMORANDUM OF AGREEMENT SIGNED AUGUST 27, 1962, EFFECTIVE SEPTEMBER 1, 1962 BETWEEN THE CHESAPEAKE AND OHIO RAILWAY COMPANY, UNION BELT OF DETROIT AND THE WABASH RAILROAD COMPANY - BROTHERHOOD OF RAILROAD TRAINMEN.

Whereas, it is the intent of the parties hereto that yardmen who are covered by the agreement between the Union Belt of Detroit and the yardmen and switchtenders thereof represented by the Brotherhood of Railroad Trainmen, effective April 1, 1957, as amended, and presently employed on that part of the Union Belt of Detroit comprised of tracks used in common by member lines of the Union Belt of Detroit in the territory between 18 $\frac{1}{2}$ Street and Delray Tower and on West Jefferson Street tracks in existence on the effective date of this agreement (hereinafter referred to as "Delray Territory") be transferred to the master yardmen - trainmen's roster of the Chesapeake and Ohio Railway Company or to the Detroit yardmen's roster of the Wabash Railroad Company and to the employment of either of those companies, and that hereafter the industrial switching and work train service for construction and maintenance work on tracks used in common by member lines of the Union Belt in the above described Delray territory be divided between the yardmen of the Chesapeake and Ohio and Wabash, subject to the prior rights of the Union Belt yardmen referred to as hereafter set forth.

Now, therefore, it is agreed:

Sec. 1. - Transfer of Employment Relationship and Seniority

Individuals now carried on the seniority roster for yardmen and switchtenders of the Union Belt of Detroit will be transferred either to the master seniority roster for yardmen-trainmen employed by the Chesapeake and Ohio or to the seniority roster for yardmen employed by the Wabash, in accordance with the following:

(a) The employees on the Union Belt yardmen's roster will be permitted to select the road to which they desire to transfer.

Article 43, Section 1
Paragraph (b) (continued)

(b) The names of the employees transferring from the Union Belt to the Chesapeake and Ohio or Wabash will on the effective date of transfer be listed at the foot of the seniority roster for yardmen of the member line to which transferred with a seniority date as of the date of transfer and in the order in which they stood on the seniority roster for yardmen of the Union Belt with the letters "UB" after their seniority date with the member line, their Union Belt seniority date also being shown in parentheses.

(c) Union Belt employees covered by this agreement will have prior rights, based on their Union Belt seniority date, to regular assignment on any job starting in the Delray territory over other employees of the Chesapeake and Ohio or Wabash, regardless of whether such job is one designated under Section 2 of this Agreement as accruing to the member line other than that on which the prior-right Union Belt employee has placed himself. The member line to which any job starting in the Delray territory accrues under Section 2 of this agreement will arrange for the advertisement of such assignment when vacant or due for readvertisement at the West End Avenue yard office of the Union Belt, at the Rougemere yard office of the Chesapeake and Ohio, at the Oakwood yard office of the Wabash, and at such other points as the member line advertising the job customarily posts job bulletins for the benefit of its employees.

A prior right Union Belt employee entitled to exercise his seniority by displacement under the rules governing his employment may exercise that seniority to displace any junior prior right Union Belt employee or any member line employee of either road on any assignment starting in the Delray territory.

Prior right Union Belt yardmen will not be required to protect their prior rights on jobs advertised to start in the Delray territory but may use seniority established under this agreement to select jobs with the member line to which they transferred in accordance with this agreement.

Article 43, Section 1
Paragraph (d) (continued)

(d) Those Union Belt employees holding prior rights as switchtender will retain prior rights to switchtender positions in Delray territory as employees of Chesapeake and Ohio or Wabash, and if physically qualified for service as yardmen may exercise their seniority as such in accordance with their standing on the roster to which transferred.

(e) Employees transferring to the Chesapeake and Ohio or the Wabash, pursuant to this agreement, will not be required to undergo physical examination for entrance to the service of the road to which they move at the time they move but as of the effective date of this agreement will be subject to such service restrictions as may have been imposed upon them and in effect immediately prior to the effective date of this agreement.

(f) In computing the length of service of individuals transferring from the Union Belt to the Chesapeake and Ohio and the Wabash, pursuant to the terms of this agreement, service rendered for the Union Belt shall be considered continuous with service which may hereafter be rendered in the employ of the Chesapeake and Ohio and the Wabash when determining eligibility and qualifications for vacations with pay and pass privileges.

Sec. 2. - Division and Appointment of Work in Delray Territory

Commencing with the effective date of this agreement, industrial switching and work train service for construction and maintenance work on tracks used in common by member lines of the Union Belt in the Delray territory which is not performed by prior right Union Belt yardmen shall be divided as nearly as practicable on a 50-50 basis as between Chesapeake and Ohio and Wabash yardmen in the manner hereinafter outlined.

Except as restricted by Paragraph (b)(2)(iii) of this Section 2, crews of the Chesapeake and Ohio and Wabash assigned to start at points outside of Delray territory may perform any industrial switching and work train service for construction and maintenance work on tracks used in common by member lines of the Union Belt in Delray territory, subject only to charging of engine hours spent in such work in Delray territory against the crews of that road in administering the 50-50 apportionment of work provided for herein.

Article 43, Section 2
Paragraph (a) (continued)

(a) Record will be kept of engine hours consumed by all crews of both Chesapeake and Ohio and Wabash in the performance of industrial switching and work train service for maintenance and construction work on tracks used in common by member lines of the Union Belt in the Delray territory, whether starting work in the Delray territory or otherwise. This will include those fractional engine hours (counting one-third (1/3) hour for each man in the crew) represented by Chesapeake and Ohio or Wabash yardmen working in crews in which one or more members are not prior right Union Belt yardmen, whether starting work in the Delray territory or otherwise. No count will be made of engine hours covering time worked by prior right Union Belt yardmen, whether in crews composed wholly of prior right Union Belt yardmen or whether prior right Union Belt yardmen comprise only one or two members of the crew, whether starting work in the Delray territory or otherwise.

(b) (1) Crews assigned to start work in the Delray territory not composed in whole or in part of prior right Union Belt yardmen will be manned or filled out by yardmen of the Chesapeake and Ohio or Wabash apportioned as nearly as practicable on a 50-50 basis as between Chesapeake and Ohio and Wabash as hereinafter outlined. This does not, however, contemplate manning crews with part Chesapeake and Ohio yardmen and part Wabash yardmen (other than prior right Union Belt yardmen from either the Chesapeake and Ohio or the Wabash roster).

(b) (2) (i) The number of jobs advertised to start in the Delray territory will be based on service requirements as determined by the management of the Union Belt, but subject to the restrictions in paragraph (b) (2) (iii).

(b) (2) (ii) In the event jobs advertised to start in the Delray territory are not bid in by any prior right Union Belt yardman or yardmen, such jobs may be assigned to yardmen of the Wabash or the Chesapeake and Ohio depending on the member line to which the job may be allocated in accordance with the formula hereinafter set forth or such job may be cancelled and the work performed by Wabash and/or Chesapeake and Ohio crews assigned to start in other than the Delray territory.

Article 43, Section 2
Paragraph (b) (2) (iii) (continued)

(b) (2) (iii) No Wabash or Chesapeake and Ohio yard crew assignments starting outside the Delray territory will be permitted to perform industrial switching and work train service for maintenance and construction work on tracks used in common by member lines of the Union Belt in the Delray territory as accrued to Union Belt yardmen immediately prior to the effective date of this agreement so long as a prior right Union Belt yardman has insufficient seniority to hold a regular assignment as yardman in his prior right seniority territory except where such prior right Union Belt yardman failed to exercise his seniority on an assignment advertised to start in the Delray territory and conditions such as referred to in Section 2 (b) (2) (ii) have resulted. If a prior right Union Belt yardman who failed to exercise seniority on an assignment advertised to start in the Delray territory is subsequently placed in line for an exercise of seniority, the Wabash and/or Chesapeake and Ohio crews are performing service in the Delray territory, such prior right Union Belt yardman may elect to work in his prior right territory in which case, if there is no job starting in the Delray territory on which he can exercise his seniority, a job will immediately be advertised to start in the Delray territory on which the prior right Union Belt yardman may be assigned, subject to the right of other prior right Union Belt yardmen, or if an additional crew starting in the Delray territory is not advertised, the use of Wabash and/or Chesapeake and Ohio crews (starting outside the Delray territory) in the Delray territory will be discontinued until there is again an assignment advertised to start in the Delray territory for which no prior right Union Belt yardman make application.

(b) (3) (i) Effective with the effective date of this agreement, all Union Belt yard jobs starting in the Delray territory will be numbered, the odd numbered jobs accruing to Wabash yardmen for the first six months, the even numbered jobs to Chesapeake and Ohio yardmen; during the next six months' period the odd numbered jobs will accrue to Chesapeake and Ohio yardmen and the even numbered jobs to Wabash yardmen, and so on.

(b) (3) (ii) Temporary vacancies in crews starting in the Delray territory not filled by extra prior right Union Belt yardmen on the Union Belt extra board will be filled by yardmen on the Wabash or Chesapeake and Ohio extra board in accordance with the number attached to the crew in which

Article 43, Section 2
Paragraph (b) (3) (ii) (continued)

the temporary vacancy exists. A union Belt extra board will not be maintained unless there are prior right Union Belt yardmen who have insufficient seniority to hold a regular assignment on a job starting in the Delray territory or a regular assignment on the extra board with the member line to which they transfer under this agreement. When a prior right Union Belt employee is on a Union Belt extra board established under the conditions just outlined, the member line other than the one on whose yardmen's roster he has chosen to place himself, will be notified to that effect, and such man (or men) will thereupon stand for any vacancy on any job starting in the Delray territory for which he is rested, until he has worked five (5) straight time days in his work week, and when no man on that board stands for a vacancy, it will be filled by the member line under its schedule rules in accordance with the first sentence of this paragraph (b) (3) (ii).

(b) (3) (iii) Permanent vacancies in crews starting in the Delray territory not filled by prior right Union Belt yardmen will be filled by Wabash yardmen or by Chesapeake and Ohio yardmen in accordance with the number attached to the crew in which the permanent vacancy exists.

(b) (4) Within ten (10) days prior to the expiration of six (6) months from the effective date of this agreement, all jobs starting in the Delray territory will be readvertised and reassigned, the odd numbered jobs to be advertised to Chesapeake and Ohio yardmen, the even numbered jobs to Wabash yardmen, and jobs not bid in by and assigned to prior right Union Belt yardmen will be assigned to the successful applicants of the road to which the jobs accrue. Each six (6) months thereafter all jobs starting in the Delray territory will be similarly readvertised and reassigned, with the odd and even numbered jobs alternating between the Wabash and Chesapeake and Ohio yardmen in the manner outlined in paragraph (b) (3) (i) of this Section 2. This alternating of assignments is in all respects subject to change where a variance is necessary in order to equalize the time as between employees of the two (2) member lines as hereinafter provided for.

Article 43, Section 2
Paragraph (c) (Continued)

(c) If it is found at the end of any six months' period that the total number of engine hours worked by employees of one of the member lines in the performance of industrial switching and work train service for maintenance and construction work on tracks used in common by member lines of the Union Belt in the Delray territory exceeds the total number of hours worked by employees of the other member line in the performance of industrial switching and work train service for maintenance and construction work on tracks used in common by member lines of the Union Belt in the Delray territory by 1,000 engine hours or more, the formula for making assignments as outlined in Section 2(b) will be revised so as to make assignments for one less crew from employees of the member line having the overage of hours and give the assignments on that crew to employees of the member line having the shortage of hours. This will be called the equalization crew, and the equalization crew will ordinarily be the crew which would have ordinarily been manned by employees of the member line having the overage of hours scheduled to start latest in the calendar day.

(d) In instances where crews of one member line have by the end of a six (6) months' period accumulated a sufficient overage of hours that it is evident that assigning employees of the other member line to only one equalization crew will not permit them to work off a total overage of hours accumulated by the end of the following six (6) months' period, the employees of the member line having the shortage of hours may be assigned to man the additional number of equalization crews calculated as required to equalize the engine hours during the following six (6) months' period. Such crew, or crews, will be the next latest starting crew, or crews, then being manned by the member line having the overage of hours.

(e) Extra engines started in the Delray territory may be manned, subject to the prior rights of Union Belt yardmen holding a Union Belt extra board, by a crew from either member line; however, the engine hours consumed by such crew in the performance of industrial switching and work train service for maintenance and construction work on tracks used in common by member lines of the Union Belt of Detroit in the Delray territory will be charged to the employees of the member line used to man the crew in accordance with the provisions of Section 2 (a) and will be taken into consideration in adjustments to equalize the time as between employees of the two member lines.

Article 43, Section 2
Paragraph (e) (continued)

Where a rest day relief crew or a rest day relief employee is provided for a job or employee regularly assigned to start in the Delray territory, such relief will be provided by employees of the member line furnishing the crew or employee for that assignment.

(f) In the event no crew of either member line is assigned to start in the Delray territory, the managements of the two railroads may designate one of the member lines to furnish the crew or crews to perform the preponderance of the industrial switching and work train service for maintenance and construction work on tracks used in common by member lines of the Union Belt in the Delray territory with the end in view of dividing the work in that territory on a 50-50 basis, the road designated to furnish the crew or crews for the performance of the preponderance of the industrial switching and work train service for maintenance and construction work on tracks used in common by member lines of the Union Belt in the Delray territory to be changed as soon as practicable after it has been determined that the crews of one road have accumulated an overage of 1,000 engine hours.

(g) (1) Yard foremen will report daily on their time report the number of hours consumed in industrial switching and work train service for maintenance and construction work on tracks used in common by member lines of the Union Belt in the Delray territory.

(g) (2) A statement of the total number of engine hours consumed by crews of each road in the performance of industrial switching and work train service for maintenance and construction work on tracks used in common by member lines of the Union Belt in the Delray territory will be furnished to the General Chairmen and to the Local Chairmen of the yardmen employed by the Chesapeake and Ohio and Wabash at Detroit, promptly upon the expiration of each six (6) months' period.

(g) (3) Time consumed by crews in the performance of other than industrial switching and work train service for maintenance and construction work on tracks used in common by member lines of the Union Belt in the Delray territory will not be reported or included in any computations for the apportionment or equalization of time between employees of the two railroads.

Article 43, Section 2
Paragraph (h) (continued)

(h) In computing engine hours for the purpose of equalizing time between men of the two member lines, one (1) pilot hour will be credited as one-third (1/3) of one (1) engine hour. An hour worked as switchtender by an employee on the yardmen's seniority roster on either road, other than a former prior right Union Belt switchtender, will similarly be counted as one-third (1/3) of one (1) engine hour.

(i) (1) Nothing in this agreement will prevent or restrict member line crews from performing service between 18 $\frac{1}{2}$ Street and Delray Tower, such as is being performed by such crews at the present time.

(i) (2) Crews assigned to start work in Delray territory on and after the effective date of this agreement may be required to perform service for their employing road outside of Delray territory, except, however, that no crew starting in the Delray territory and accruing to the Chesapeake and Ohio under this Section 2 which is occupied by one or more prior right Union Belt yardmen, will be permitted to perform service for the Chesapeake and Ohio outside of the Delray territory so long as any Chesapeake and Ohio yardman in service as of the effective date of this agreement, and continuously thereafter, is unable to hold a regular assignment, and, similarly, no crew starting in the Delray territory and accruing to the Wabash under this Section 2 which is held by one or more prior right Union Belt yardmen, will be permitted to perform service for the Wabash outside of the Delray territory so long as any Wabash yardman in service as of the effective date of this agreement, and continuously thereafter, is unable to hold a regular assignment.

Sec. 3. - Employees Occupying Supervisory, Excepted or Official Positions

Employees carried on the seniority roster for yardmen and switchtenders of the Union Belt of Detroit who on the effective date of this agreement are occupying supervisory, excepted or official positions on the Union Belt of Detroit will retain and accumulate seniority on the roster of the member line to which transferred while occupying such positions.

Employees carried on the seniority rosters for yardmen of the Chesapeake and Ohio and Wabash at Detroit who subsequent to the effective date of this agreement are appointed to supervisory, excepted or official positions with the Union Belt will retain and accumulate seniority on the roster from which promoted.

Article 43, Section 3 (continued)

Employees now holding or subsequently promoted to supervisory, excepted or official positions with the Union Belt may return to and exercise seniority in the ranks from which promoted, subject to the provisions of the schedule agreements applicable, when displaced from such supervisory, excepted or official position for any reason other than dismissal.

Sec. 4. - Schedule Agreements Applicable

The agreement between the Union Belt of Detroit and the yardmen and switchtenders thereof employed on what is known as the Wabash - Chesapeake and Ohio joint territory between 18th Street and Delray Tower, Detroit, Michigan, represented by the Brotherhood of Railroad Trainmen, effective April 1, 1957, subsequent amendments thereto, and the rosters for yardmen and switchtenders provided for therein are terminated as of the effective date of this agreement, and thereafter individuals now in the employ of the Union Belt who transfer to the Chesapeake and Ohio or Wabash, pursuant to the terms of this agreement, will be subject to the yardmen's agreement in effect on the member line to which they transfer, provided, however, that when occupying a job starting in the Delray territory which accrues to the Wabash or Chesapeake and Ohio in accordance with the provisions of this agreement, they will be subject to the yardmen's agreement in effect on the road to which such job accrues.

Sec. 5. - Letter of Understanding dated July 20, 1962

(a) The names of Union Belt yardmen, after they have selected the road to which they desire to transfer, be placed on the roster of their choice in accordance with the provisions of Section 1 of this Article, as of July 20, 1962.

(b) The effective date of the agreement be September 1, 1962, wherein it will provide a measure of time in which the Union Belt employees may decide to which road they wish to transfer and to work out the necessary details in connection with the application of the provisions of the agreement.

ARTICLE 44

UNION DUES DEDUCTION (COST FREE)

Sec. 1. - Memorandum of Agreement effective February 16, 1974

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

Sec. 2.

No such deduction shall be made except from the wages of an employee who has executed and furnished to the Carrier a written assignment, in the manner and form herein provided, of such periodic dues, assessments and insurance premiums. Such assignment shall be in form substantially as specified in Section 10 of this Article and shall, in accordance with its terms, be irrevocable for one (1) year from the date of its execution, or upon the termination of this Article, or upon the termination of the rules and working conditions agreements between the parties hereto, whichever occurs first. The dues deduction amounts may not be changed more often than once every three (3) months.

Sec. 3.

Deductions as provided for herein will be made by the Carrier in accordance with an initial typewritten deduction list furnished in duplicate by the Secretary-Treasurer of the local lodge of the Union of which the employee is a member in the form and containing such information as specified in Section 11 of this Article. Such list shall be furnished by the Auditor of Payrolls, or such other officer as the Carrier may subsequently designate, on or before the 5th day of the month in which the deductions become effective. Subsequent monthly deductions will be based on the initial list plus additional lists showing additions and/or deletions, which additional lists are to be furnished in the same manner as the initial list herein provided for in such form and manner as the Carrier may subsequently designate.

Article 44, Section 4 (continued)

Sec. 4.

Deductions as provided for herein will be made monthly by the Carrier from wages due employees for the second pay period in each calendar month and the Carrier will pay, by draft, to the order of the Secretary-Treasurer of the local lodge of the Union of which the employee is a member the total amount of such deductions on or before the 25th day of the month following the month in which such deductions are made. With said draft the Carrier shall forward to the said Secretary-Treasurer of the Union a uniform alphabetical deduction list (in triplicate). Such list will include the employee's name, social security number or payroll identification number, and the amount deducted from the pay of each employee.

Sec. 5.

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

Sec. 6.

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

Sec. 7.

An employee who has executed and furnished to the Carrier an assignment may revoke said assignment by executing the revocation form specified herein not less than fifteen (15) days before the end of his year. If an employee does not so revoke the assignment, it shall be considered as re-executed and may not be revoked for an additional period of one (1) year, unless within such year this Article or the rules and working conditions agreements between the parties hereto is terminated. The extended assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employee shall execute a revocation form not less than fifteen (15) days before the end of any extended year. Revocations

Article 44, Section 7 (continued)

of assignment shall be in writing and on the form specified in Section 12 and both the assignment and revocation of assignment forms shall be reproduced and furnished as necessary by the Union without cost to the Carrier. The Union shall assume the full responsibility for the procurement of the execution of said forms by employees, and for the delivery of said forms to the designated officer of the Carrier. Assignment and revocation of assignment forms shall be delivered to the Carrier not later than thirty (30) days in advance of the first payroll deduction scheduled for the individual (in the case of an assignment) or thirty (30) days in advance of the termination of assignment becoming effective.

Sec. 8.

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

Sec. 9.

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

Article 44 (continued)
Section 10

Sec. 10.

WAGE DEDUCTION AUTHORIZATION
NORFOLK AND WESTERN RAILWAY COMPANY
AND
UNITED TRANSPORTATION UNION (C&T)

EMPLOYEE'S LAST NAME: FIRST NAME: MIDDLE INITIAL:
(PRINT) _____
EMPLOYEE'S HOME ADDRESS:
STREET AND NUMBER: CITY: STATE:

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

AUDITOR OF PAYROLLS
NORFOLK AND WESTERN RAILWAY COMPANY
ROANOKE, VIRGINIA

I hereby assign to the United Transportation Union (C&T) that part of my wages necessary to pay periodic dues, assessments and insurance premiums (not including fines and penalties) as reported to the Norfolk and Western Railway Company by the Secretary-Treasurer of my local lodge of the Union in a monthly deduction list certified by him as provided in Deduction Agreement, entered into by the Norfolk and Western Railway Company and the Union on _____, and I authorize the Norfolk and Western Railway Company to deduct such sum from my wages and pay it over to the Secretary-Treasurer of my local lodge of the Union in accordance with the Deduction Agreement.

I understand, in accordance with the Deduction Agreement of _____, this assignment is irrevocable for one (1) year from the date of its execution. This assignment, however, will be revoked upon the termination of the Deduction Agreement, or upon the termination of the rules and working conditions agreements between the Norfolk and Western Railway Company and the United Transportation Union (C&T), whichever occurs first. I also understand, in accordance with the Deduction Agreement of _____, I may revoke this assignment by executing the specified Revocation Form not less than fifteen (15) days before the end of the year from the date of this assignment. If this assignment is not so revoked, it shall be considered as re-executed, and may not be revoked for an additional period of one (1) year, unless within such year the Deduction Agreement or the rules and working conditions agreements between the Norfolk and Western Railway Company and the United Transportation Union (C&T) is terminated. The extended

Article 44 (continued)
Section 10

assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until I execute a Revocation Form not less than fifteen (15) days before the end of the extended year.

DATE: _____ SIGNATURE: _____

Sec. 11.

DEDUCTION LIST

AUDITOR OF PAYROLLS
NORFOLK AND WESTERN RAILWAY COMPANY
ROANOKE, VIRGINIA

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

SOCIAL SECURITY NUMBER:	EMPLOYEE'S LAST NAME, FIRST NAME AND MIDDLE INITIAL:	AMOUNT TO BE DEDUCTED	REMARKS

(NAMES TO BE LISTED IN ALPHABETICAL ORDER)

SUMMARY TOTALS:

Sheet No. 1: _____
Sheet No. 2: _____
Etc. _____

Total of _____ Sheets: _____

Secretary-Treasurer
UTU (C&T) Local Lodge No. _____

(ADDRESS)

Article 44 (continued)
Section 12

Sec. 12.

WAGE ASSIGNMENT REVOCATION
NORFOLK AND WESTERN RAILWAY COMPANY
AND
UNITED TRANSPORTATION UNION (CIT)

EMPLOYEE'S LAST NAME: FIRST NAME: MIDDLE INITIAL:
(PRINT) _____
EMPLOYEE'S HOME ADDRESS:
STREET AND NUMBER: CITY: STATE:

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

AUDITOR OF PAYROLLS
NORFOLK AND WESTERN RAILWAY COMPANY
ROANOKE, VIRGINIA

Effective with the end of the year of my present or extended
Wage Deduction Authorization, I hereby revoke such Wage Deduction
Authorization assigning to the United Transportation Union (CIT)
that part of my wages necessary to pay my periodic dues, assessments
and insurance premiums, and I hereby cancel same.

DATE: _____ SIGNATURE: _____

ARTICLE 45

UNION SHOP AGREEMENT OF AUGUST 1, 1953

Sec. 1.

(a) In accordance with and subject to the terms and conditions hereinafter set forth, all employees of this Carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization representing the employees party hereto within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty (30) days within a period of twelve (12) consecutive months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

(b) The requirements of membership provided for in Section 1 of this agreement shall be satisfied as to both a present or future employee, if said employee shall hold or acquire membership in any one (1) of the labor organizations, national in scope, organized in accordance with the Railway Labor Act and admitting to membership employees of a class or craft engaged in any of the services or capacities covered in Section 3, First, (h), of the Railway Labor Act, defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board. Nothing herein shall prevent an employee from changing membership from one (1) organization to another organization admitting to membership employees of a craft or class in any of the services above specified.

Sec. 2.

(a) Employees who retain seniority under the rules and working conditions agreements between the parties hereto and who are regularly assigned or transferred to full time employment not covered by these agreements, or who, for a period of thirty (30) days or more are:

- (1) furloughed on account of force reduction, or
- (2) on leave of absence, or
- (3) absent on account of sickness or disability,

Article 45, Section 2
Paragraph (a) (continued)

will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements and continue therein thirty (30) calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of an organization as referred to in Section 1 of this Agreement within thirty-five (35) calendar days from date of their return to such service.

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

(c) Employees who retain seniority under the rules and working conditions agreement and who, for reasons other than those specified in subsections (a) and (b) of this Section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements, they shall, as a condition of their continued employment, be required, from the date of return to such service, to take membership in one (1) of the organizations referred to in Section 1 of this agreement.

Sec. 3.

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

Article 45, Section 3
(continued)

required of all employees in the same status at the same time in the same organizational unit.

Sec. 4.

(a) Each employee covered by the provisions of this agreement shall be considered by the Carrier to have met the requirements of the agreement unless and until the Carrier is advised to the contrary in writing by the organization. The organization will notify the Carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the rules and working conditions agreements. The form of notice to be used is contained in Section 10 of this Article. The reasons for the allegation of non-compliance must be specified in the notice. Upon receipt of such notice, the Carrier will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten (10) calendar days from the date of receipt of such notice, request the Carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten (10) calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the rules and working conditions agreement not later than thirty (30) calendar days from receipt of the above described notice from the organization, unless the Carrier and the organization agree otherwise in writing.

Article 45, Section 4
Paragraph (b) (continued)

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty (20) calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the rules and working conditions agreement shall be terminated within twenty (20) calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten (10) calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty (20) calendar days of the date the notice of appeal is received, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the rules and working conditions agreement shall be terminated within twenty (20) calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten (10) calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 4(c) below. Any request for selection of a neutral person as provided in Section 4(c) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

Article 45, Section 4
Paragraph (c) (continued)

(c) If within ten (10) calendar days after the date of the decision on appeals by the highest officer of the Carrier designated to handle appeals under this agreement the organization or the employee involved request such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this agreement or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one (1) of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the organization and the employee.

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

(e) Provisions of investigation and discipline rules contained in the rules and working conditions agreements between the parties hereto will not apply to cases arising under this agreement.

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

Article 45, Section 4
Paragraph (g) (continued)

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

(h) It is understood that if an employee produces evidence to an officer or duly authorized member of the General Committee of the United Transportation Union that he is a member in any one (1) of the labor organizations referred to in Section 1(b) of this agreement that will satisfy this agreement and no notice will be served by the Brotherhood on the Carrier to have such employee removed from service. An employee will be required to produce such evidence on demand of an officer or duly authorized member of the General Committee of the United Transportation Union, but will not be required to produce such evidence more than once in a calendar month. If an employee fails or refuses to produce such evidence, he may be cited to the Carrier by the United Transportation Union as not complying with this agreement.

Sec. 5.

Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this Section for a period in excess of sixty (60) calendar days from the date of the last decision rendered under the provisions of Section 4, or ninety (90) calendar days from date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights; however, such an employee may be used in turn from the extra list as if he were the junior man on the seniority list. The position will be considered as vacant under the bulletining rules of the respective agreements but the employees may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of another employee to the position, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the Carrier and the Organization.

Sec. 6.

An employee whose seniority and employment under the rules and working conditions agreement is terminated pursuant to the

Article 45, Section 6
(continued)

provisions of this agreement or whose employment is extended under Section 5 shall have no time or money claims by reason thereof.

If the final determination under Section 4 of this agreement is that an employee's seniority and employment shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon alleged violation, mis-application or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the sixty (60) or ninety (90) day periods specified in Section 5, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicated upon any agreement or upon an alleged violation, mis-application or non-compliance with any provision of this agreement. If the final determination under Section 4 of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, mis-application or non-compliance with any part of this agreement.

Sec. 7.

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

Article 45, Section 8
(continued)

Sec. 8.

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

Sec. 9.

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

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

Sec. 10.

UNITED TRANSPORTATION UNION

(date)

(name and address of Employing
officer designated under Section 4(?)
of August 1, 1953 Agreement.)

Article 45, Section 10
(continued)

You are hereby advised that _____ (name of employee)
employed as _____ on the _____ (division) _____
with the terms of the Union Shop Agreement of August 1, 1953, for
the reason that _____

and the organization therefore claims that he is no longer entitled to continue in employment as (occupation) subject to the rules and working conditions agreements between the Railroad and its employees represented by the United Transportation Union.

It is therefore requested that such employee be so notified in accordance with the provisions of Section 4(a) of the August 1, 1953, Agreement.

(personal signature of Organization
Officer designated to serve notice)

ARTICLE 46-A

VACATIONS

Sec. 1. - ASSIGNMENT OF VACATIONS

(a) (1) Vacations shall be taken between January 1st and December 31st which the understanding that due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations.

(2) Bulletins will be posted on each division not later than November 10th of each year requesting employees who may qualify for a vacation in the succeeding calendar year to indicate in writing within twenty (20) days from the date of the bulletin their preference of starting their vacation period or periods, January 1st of such year.

(b) Employees making application for a vacation period or periods will designate the date or dates on which they desire their vacation period or periods to commence in accordance with paragraph (a)(2) above, and will designate first, second, third, etc., choice.

(c) All applications for a vacation period or periods should be directed to the officer signing the bulletin and must be in the office of such officer before the expiration of the bulletin, otherwise, they will not be given consideration and the employee involved will be assigned a vacation period or periods as hereinafter provided.

(d) After the close of the bulletin requesting employees to designate their choice of a vacation period or periods, the division superintendent or his representative, and the local chairman of the organization involved, will after determining the employees qualified for a vacation under provisions of the National Vacation Agreement dated April 29, 1949, as amended, promptly assign vacation periods, giving due regard consistent with the requirements of the service to the preference of employees in seniority order.

(e) Employees whose applications are not received prior to the expiration of the bulletin, and employees who do not make application for a vacation period or periods, will, if qualified for a vacation under the provisions of the National Vacation Agreement dated April 29, 1949, as amended, be arbitrarily assigned a vacation period or periods by the local chairman and the division superintendent or his representative.

Article 46-A, Section 1
Paragraph (f) (continued)

(f) Employees who make application for a vacation period or periods will, in the event the period or periods preferred are assigned to senior employees making it impossible to assign the employee a vacation period or periods in keeping with his request, be arbitrarily assigned a vacation period or periods by the local chairman and the division superintendent or his representative.

(g) Bulletin will be posted on each division on or before December 29th of each year showing the designated vacation period or periods for each employee qualified for vacation under the provisions of the National Vacation Agreement dated April 29, 1949, as amended.

(h) Should an employee request and be assigned a vacation period or periods starting prior to January 15th in excess of the vacation to which he may be entitled in accordance with the National Vacation Agreement dated April 29, 1949, as amended, and actually accepts the vacation period or periods assigned, he will not be entitled to pay for time lost for any portion of a vacation period or periods taken to which he was not entitled.

Sec. 2. - SPLIT VACATIONS

(a) Employees may, upon request made on their application submitted in accordance with Section 1 of this Article, be permitted to split the vacation to which they are entitled in any calendar year into two (2), three (3) or four (4) periods one (1) or more weeks each, subject to the following conditions in applying the principle set forth in Paragraph (d) of Section 1 of this Article:

(1) Consideration will be given to only one (1) period of a split vacation in assigning vacations in any grade of service.

(2) An employee requesting a split vacation will designate the period he desires in accordance with the above.

(3) After all employees of a particular grade have been assigned one (1) vacation period, the second portions of split vacations will be assigned to available unassigned periods with due regard to the employee in his seniority order in grade of service in which engaged, consistent with requirements of the service, and after the second periods are assigned the third portions of split vacations will be assigned, following the same procedure as specified for assigning the second portions.

Article 46-A, Section 2
Paragraph (a)(4) (continued)

(4) In the event the period or periods preferred as the remaining portion or portions of a split vacation are assigned to senior employees making it impossible to assign the employee the remaining vacation period or periods in keeping with his request, he will be arbitrarily assigned a vacation period or periods as the remaining part or parts of his vacation by the local chairman and division superintendent or his representative.

NOTE: When a remaining vacation period is arbitrarily assigned as outlined above, such remaining vacation period will be assigned as near as possible to the applicant's vacation request.

(b) In view of permitting split vacations, the length of the entire vacation will be no greater than the length of vacation the employee is entitled to at the time the first portion of the vacation is taken.

(c) The Carrier will assume no additional expense as a result of granting split vacations. Where relief for split vacations involves deadheading, no return deadhead allowance from the first period of vacation, no going or return deadhead allowance for the middle period of vacation, and no going deadhead allowance for the last period of vacation will be paid.

(d) Payment for each of the two (2) or three (3) periods of a split vacation, when payment is made on the basis of the rate of the last service performed, will be based on the rate of the last service performed prior to the first period of vacation in computing the pay for each period of a split vacation.

Sec. 3. - GENERAL VACATION

(a) Vacations will be granted consistent with the requirements of the service, however, the fact that an employee is assigned a particular vacation period does not necessarily mean that he will be granted a vacation during that period, and in the event an employee is not granted a vacation during his designated vacation period, except as provided in this Article, he will be paid in lieu thereof as provided by Section 2 of the National Vacation Agreement dated April 29, 1948, as amended.

(b) Employees will not be permitted to exchange designated vacation periods.

Article 46-A, Section 3
Paragraph (c) (continued)

(c) In the application of Section 7(a) of the National Vacation Agreement dated April 29, 1949, in order to avoid the possible loss of time at end of any vacation period an employee may:

(1) At his request an employee will be permitted to mark up and be dispatched out of his home terminal (in passenger service to which a "step-off" agreement is applicable, at the "layover and lay-off point on regular layover") on his regular assigned run or turn on the last day of the first vacation period, and the vacation day thus worked will be added to the second vacation period.

(2) If permitted to mark up and be dispatched out of his home terminal (in passenger service to which a "step-off" agreement is applicable, at the "layover and lay-off point on regular layover") on his regular assigned run or turn on the last day of the second vacation period, or on the last day of a continuous vacation period, the vacation day thus worked will be added to his vacation in the next year.

NOTE: The foregoing does not apply to extra employees; neither will it permit an employee to exercise displacement rights effective prior to the expiration of any vacation period.

(d) Vacation days will be computed from 12:01 a.m., the first day of vacation, to 12:00 midnight, the last day of vacation.

(e) Claim for vacation allowance should be made promptly in the usual manner by the employees involved submitting a time report to cover.

(f) In the application of the National Vacation Agreement dated April 29, 1949, as amended, employees will be required to report for duty at the expiration of the vacation period unless permission has been granted to be absent from the service after the expiration of such period.

Sec. 4. - START OF VACATIONS - REGULAR ASSIGNED EMPLOYEES

(a) The vacation period for employees assigned on a regular run or turn will start at the home terminal of the service or run on which assigned, and will, provided the employee involved is at the home terminal, start on the designated date.

Article 46-A, Section 4
Paragraph (b) (continued)

(b) The vacation period for an employee in service assigned on a regular run or turn who is not at the home terminal (in passenger service to which a "step-off" agreement is applicable, at the layover and lay-off point on regular layover") of the service or run on which assigned at 12:01 a.m. on the date his vacation is scheduled to begin will start at 12:01 a.m. on the first day following the date the last trip, tour of duty, deadheading under pay, or service performed was commenced prior to the arrival at the home terminal (in passenger service to which a "step-off" agreement is applicable, at the "layover and lay-off point on regular layover") of the service or run on which assigned if requested by the employee in writing. Otherwise, his vacation will start at 12:01 a.m. on the first day following the date he next arrived at the home terminal (in passenger service to which a "step-off" agreement is applicable at the "layover and lay-off point on regular layover") of the service or run on which assigned. In either instance the employee will not be considered available for service between such arrival at the home terminal and the start of his vacation except under conditions referred to in Section 3(a) of this Article.

(c) The beginning date of any vacation period may be advanced or set back, upon request of an employee regularly assigned with a specified lay-in or rest day or days, the minimum number of days necessary to commence on the day following the specified lay-in or rest day or days of such employee. This paragraph to apply only to employees assigned to positions assigned to work five (5) or six (6) consecutive days followed by two (2) rest days or by a lay-in day.

(d) Employees assigned on a regular run or turn will when granted a vacation, be relieved for that purpose at the home terminal (in passenger service to which a "step-off" agreement is applicable, at the "layover and lay-off point on regular layover") of the service, run or turn on which they are assigned, and will, on their return from vacation, resume service at the same point provided they remain on the assignment they held on the date their vacation period started.

Sec. 5. - START OF VACATIONS - EXTRA EMPLOYEES

(a) The vacation period for extra employees will start at the point where the extra board on which they are assigned is maintained; and will, provided the employee involved is at such point, start on the designated date.

Article 46-A, Section 5
Paragraph (b) (continued)

(b) The vacation period for an extra employee in service, who is not at the point where the extra board is maintained on the date his vacation is scheduled to begin, will, on his return to the point where the extra board is maintained, start at 12:01 a.m. on the first date following the date the last trip, tour of duty, deadheading under pay, or service performed was commenced if requested by the employee in writing. Otherwise, his vacation will start at 12:01 a.m. on the first date following the date he arrives at the point the extra board is maintained. In either instance the extra employee will not be considered available for service between such arrival and the start of his vacation except under conditions referred to in Section 3(a) of this Article.

(c) Extra employees will, when granted a vacation, be relieved for that purpose at the point where the extra board on which they are assigned is maintained and will, at the completion of vacation period, resume service at the same point, except in cases such employees are permitted under wage schedule rules to exercise their seniority on return from vacation.

(d) Extra employees will not be granted vacations during periods they are filling temporary vacancies on runs that do not operate into and out of the point where the extra board on which they are assigned is maintained.

(e) Employees scheduled to start a vacation period within six (6) days from date called to fill an assignment at an outpost point will be permitted, upon request, to lay off without penalty or subject to further service and start their vacation period at 12:01 a.m. following the date called, if another employee is available and accepts the call.

(f) Extra passenger conductors holding regular assignments in freight service will not be granted vacations during periods they are filling temporary vacancies in passenger service on runs operating through the home terminal of the service or run on which the conductor is regularly assigned, except:

(1) When assigned on temporary vacancies in accordance with the provisions of Article 5, Section 3 of the Road Service Schedule.

Article 46-A, Section 5
Paragraph (f) (2) (continued)

(2) When filling a temporary vacancy on a passenger assignment to which a "step-off" agreement applies where the "lay-over" point is at the home terminal of the service or run on which the conductor is regularly assigned.

Sec. 6.

This Article shall be considered as a separate agreement and shall not be construed as modifying or setting aside any schedule rules or agreements except as specifically provided herein.

Sec. 7.

This Article shall be effective beginning with the vacation year 1967 for the schedule of vacations under the application of the National Vacation Agreement dated April 29, 1949, as amended.

Sec. 8.

The status of an employee as of 12:01 a.m. on November 10th of each year will be the grade of service in which the employee will be considered when vacation periods are assigned for the succeeding year.

ARTICLE 46-B

NATIONAL VACATION AGREEMENT OF 1949, AS AMENDED

Sec. 1.

(a)(1) Effective January 1, 1973, each employee subject to the scope of the schedule agreements held by the organizations signatory to the April 29, 1949, National Vacation Agreement, will be qualified for an annual vacation of one (1) week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949, National Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

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

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

(b)(1) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949, National Vacation Agreement, having two (2) or more years of continuous service with employing Carrier will be qualified for an annual vacation of two (2) weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949, National Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two (2) or more years of continuous service renders

Article 46-B, Section 1
Paragraph (b)(1) (continued)

service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

(2) Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951, or May 23, 1952, on an individual Carrier, but not earlier than the year 1960, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purpose of determining qualifications for vacations. (This is the equivalent of one hundred ten (110) qualifying days in a calendar year in yard service and one hundred thirty-two (132) qualifying days in a calendar year in road service.) (See NOTE below.)

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

(c)(1) Effective January 1, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 25, 1949, National Vacation Agreement, having nine (9) or more years of continuous service with employing Carrier will be qualified for an annual vacation of three (3) weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949, National Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said nine (9) or more years of continuous service renders service of not less than fourteen hundred forty (1,440) basic days in miles or hours paid for as provided in individual schedules.

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

Article 46-B, Section 1
Paragraph (c)(2) (continued)

100) qualifying days in a calendar year in yard service and one hundred twenty (120) qualifying days in a calendar year in road service.) (See NOTE below.)

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

(d)(1) Effective January 1, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949, National Vacation Agreement, having eighteen (18) or more years of continuous service with employing Carrier will be qualified for an annual vacation of four (4) weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949, National Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eighteen (18) or more years of continuous service renders service of not less than twenty-eight hundred eighty (2,880) basic days in miles or hours paid for as provided in individual schedules.

(2) Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951, or May 23, 1952, on an individual Carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of one hundred (100) qualifying days in a calendar year in yard service and one hundred twenty (120) qualifying days in a calendar year in road service.) (See NOTE below.)

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

Article 46-B, Section 1
Paragraph (e)(1) (continued)

(e)(1) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949, National Vacation Agreement, having twenty-five (25) or more years of continuous service with employing Carrier will be qualified for an annual vacation of five (5) weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949, National Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five (25) or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

(2) Beginning with the effective date of the provisions of Article 3, of Agreement "A" dated September 25, 1950, May 25, 1951, or May 23, 1952, on an individual Carrier, but not earlier than the year 1960, in the application of this Section 1(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other service shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of one hundred (100) qualifying days in a calendar year in yard service and one hundred twenty (120) qualifying days in a calendar year in road service.) (See NOTE below.)

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

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

(f) In dining car service performed on and after July 1, 1949, each seven and one-half (7½) hours paid for shall be considered the equivalent of one (1) basic day in the application of Section 1(a), (b), (c), (d) and (e).

Article 46-B, Section 1
Paragraph (g)(1) (continued)

(g)(1) Calendar days on which an employee assigned to an extra list is available for service and on which days he performed no service not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

(2) The sixty (60) and thirty (30) calendar days referred to in this Section 1(g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(h)(1) Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

(2) Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), sixteen hundred (1,600) basic days under Section 1(c), thirty-two hundred (3,200) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1(e).

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

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

Article 46-B, Section 1
Paragraph (k) (continued)

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

(l) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year in which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

Sec. 2.

Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

GENERAL:

(a) An employee receiving a vacation, or pay in lieu thereof, under Section 1, shall be paid for each week of such vacation 1/52nd of the compensation earned by such employee under schedule agreements held by organizations signatory to the April 29, 1949, National Vacation Agreement, on the Carrier on which he qualified under Section 1 (or Carriers in case he qualified on more than one (1) Carrier under Section 1(i) during

Article 46-B, Section 2
Paragraph (a) (continued)

the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in sub-paragraph (b).

(b) Beginning on the date Agreement "A" dated September 25, 1950, May 25, 1951, or May 23, 1952, became or becomes effective on any Carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement are concerned.

(1) YARD SERVICE

An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52nd of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949, National Vacation Agreement, on the Carrier on which he qualified under Section 1 (or Carriers in case he qualified on more than one (1) Carrier under Section 1(i) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.

(2) COMBINATION OF YARD AND ROAD SERVICE

An employee having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof under Section 1 shall be paid for each week of such vacation 1/52nd of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949, National Vacation Agreement on the Carrier on which he qualified under Section 1 (or Carriers in case he qualified on more than one (1) Carrier under Section 1(i) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

Article 46-B, Section 2
Paragraph (b)(2) (continued)

NOTE - Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

Sec. 3.

Vacations, or allowances therefor, under two (2) or more schedules held by different organizations on the same Carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Sec. 4.

Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Sec. 5.

The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary or otherwise, in applying the bulletin rules of schedule agreements.

Sec. 6.

Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the Carriers of the employees will cooperate in arranging vacation periods, administering vacations and releasing employee when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the Carriers as soon as possible after the vacation period, but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

Article #6-B, Section 7
Paragraph (a) (continued)

Sec. 7.

(a) Vacation shall not be accumulated or carried over from one (1) vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one (1) year and adjusted in the next year.

(b) After the vacation begins, layover days during the vacation period shall be counted as a part of the vacation.

Sec. 8.

The vacation provided for in this agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

Sec. 9.

(a) The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

(b) Beginning on the date Agreement "A" dated September 21, 1950, May 25, 1951, or May 23, 1952, became or becomes effective on any carrier, such additional vacation days shall be reduced by 1/6th with respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receive a vacation in yard service.

Article 46-B, Section 10
(continued)

Sec. 10.

Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the Carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the Carrier members of which shall be five (5) members of the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five (5) organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 20 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failures to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration shall be final and binding as an interpretation or application of this agreement.

Sec. 11.

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

Sec. 12.

(a) In computing basic days in miles or hours paid for, as provided in Section 1, the parties agree that the following interpretations shall apply:

(1) A trainman in passenger service, on a trip of three hundred (300) miles, upon which no overtime or other allowances accrue, will be credited with two (2) basic days.

(2) An employee in freight service on a run of one hundred twenty-five (125) miles, upon which no overtime or other

Article 46-B, Section 12
Paragraph (a)(2) (continued)

allowances accrue, will be credited with one and one fourth (1½) basic days.

(3) An employee in freight service on a run of one hundred twenty-five (125) miles, with total time on duty of fourteen (14) hours on the trip, will be credited with one and three-fourths (1-3/4) basic days.

(4) An employee in yard service working twelve (12) hours will be credited with one and one-half (1½) basic days.

(5) An employee in freight service, runaround and paid fifty (50) miles for same, will be credited with one-half (½) basic day.

(6) An employee in freight service, called and released and paid fifty (50) miles for same, will be credited with one-half (½) basic day.

(7) An employee in freight service, paid no overtime or other allowances, working as follows:

1st trip, 150 miles
2nd trip, 140 miles
3rd trip, 120 miles
4th trip, 150 miles
5th trip, 140 miles

Total 700 miles

will be credited with seven (7) basic days.

(8) An employee in freight service makes trip of eighty (80) miles in eight (8) hours or less, for which he is paid one hundred (100) miles will be credited with one (1) basic day.

(9) A conductor or brakeman in short turnaround passenger service, makes a trip of one hundred fifty (150) miles or less, on duty eight (8) hours within a spread of nine (9) hours, will be credited with one (1) basic day.

(10) A conductor or brakeman in short turnaround passenger service makes a trip of one hundred fifty (150) miles or less, total spread of time ten (10) hours, on duty eight (8) hours within the first nine (9) hours, will be credited with one and one-eighth (1-1/8) basic days.

Article 45-B, Section 12
Paragraph (a)(11) (continued)

(11) An employee in freight service, deadheading is paid fifty (50) miles for same, will be credited with one-half ($\frac{1}{2}$) basic day.

(12) An employee is paid eight (8) hours under the held-away-from-home terminal rule, will be credited with one (1) basic day.

(13) An employee is allowed one (1) hour as arbitrary allowance, will be credited with one eighth ($\frac{1}{8}$) basic day.

Sec. 13. - INTERPRETATION OF CONTINUOUS SERVICE PROVISIONS
OF SECTION 1

(a) In the granting of vacations subject to agreements held by the operating organizations, service rendered for the Carrier will be counted in establishing five (5) or fifteen (15) or more years of continuous service, as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949, National Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from the class of service not covered by an agreement held by an organization signatory to the April 29, 1949, National Vacation Agreement. This understanding will apply only where there was a transfer of service.

ARTICLE 47

WEIGHING CARS

Sec. 1.

Yardmen will not be required to weigh cars at points where yard clerks are available, without the necessity of adding to the present force.

NOTE: See Article 58, Section 17 - Moberly, Mo.

ARTICLE 48

WORK TRAINS

Sec. 1. - Letter of Understanding dated March 8, 1950

The following is applicable to the use of Sperry Rail Detector Cars to perform work train service within switching limits:

(a) Henceforth continuous work train service partly on the main track within the switching limits at points where yard crews are employed and partly on the road adjacent thereto shall be performed by a road man or men.

(b) In the application of Paragraph (a) of this Article, it is agreed that the actual time engaged in work train service on the main track within the switching limits of yard crews on any day will not exceed two (2) hours and thirty (30) minutes.

(c) In computing the time engaged in work train service on the main track within the switching limits, as provided by Paragraph (b) of this Article, only the time actually engaged in work will be taken into consideration.

(d) Yardmen will not be entitled to compensation as the result of roadmen or men performing work train service within the switching limits, as provided by Paragraphs (a) and (b) of this Article.

ARTICLE 49

SWITCHING LIMITS

Sec. 1.

The switching territory shall be established October 1, 1915, but the Carrier shall have the right to extend the switching limits, when conditions arise in any yard requiring switching service to be performed regularly outside the present switching limits similar to the present conditions in other yards.

Sec. 2.

Following are locations of switching limits at various points where yard crews are employed, revised as of November 1, 1981:

<u>Yard</u>	<u>Direction</u>	<u>Date of Agreement</u>	<u>Physical Location</u>
<u>Detroit</u>	West	3-21-55	MP Det. 10
<u>Adrian</u>	East		1584' West MP Det. 57
	West		720' East MP Det. 61
<u>Montpelier</u>	East	12-1-75	2300' East MP Det. 94
	South		652' East MP Tol. 56
	West	12-1-75	2879' West MP Det. 98
<u>Toledo</u>	West	8-17-73	MP 15 (Delphos Dist.)
	(Delphos Dist.)		
	West	3-13-80	4000' West MP Tol. 17
	(Maumee Dist.)		
	West	7-1-81	5055' West Motclove Rd.
	(Delta)		to MP Tol. 11
<u>Ft. Wayne</u>	East	11-1-65	1.5 miles East of crossing at New Haven-MP Det. 139 - Toledo 87
			1025' West MP Det. 150
			MP Buf. 359.5
		Fostoria Dist. 3-17-78	
<u>Peru</u>	East		709' West MP Det. 199(WAB)
	West		MP Det. 205 (WAB)
	South		1175' South MP 76 (NKP)
	North		2410' South MP 72 (NKP)
<u>Lafayette</u>	East	3-15-55	1500' East MP Det. 253
	West	12-18-55	2000' West MP Det. 259
		(Consolidated Agreement 12-20-69)	
	South	1-2275	MP 249.3 (NKP)

Article 49, Section 2 (continued)

<u>Yard</u>	<u>Direction</u>	<u>Date of Agreement</u>	<u>Physical Location</u>
<u>Tilton</u>	East		755' West M.P. St.L. 190
	West		2634' West M.P. St.L. 183
<u>Chicago</u>	East		421' West M.P. 504 (NKP)
	East		Burnham Main Line Tower
	South		.9 mile South Asburn Stn. or 528' South M.P. Chi. 13
<u>Decatur</u>	<u>Former IT</u>		
	North - ICG Brooklyn		MP 765.2 (Maroa)
	West - NW Brooklyn		MP 376.5 (Mosser)
	East - ICG Havana		MP 27.8 (Havana)
	<u>NW</u>		
	East		1615' west of MP DET 371
<u>Springfield</u>	West		1850' east of MP DET 378
	South		1826' north of MP DET 377
	<u>Former IT</u>		
	North - ICG Springfield		MP 190.3 (Starnes)
	South - ICG Springfield		MP 195 (Brick Yard)
	East - ICG Springfield		MP 190.3
	<u>NW</u>		
	East		MP DET 409
	West		1762' west of MP DET 418
	<u>Hannibal</u>		
	East	12-7-72	M.P. Det. 510
	West	3-20-69	2640' West M.P. Man. 4
	Quincy Line	12-7-72	2640' West of BN M.P. 279
<u>Quincy</u>	South	2-26-75	2640' South BN M.P. 266
<u>St. Louis</u>	<u>Southern</u>		
	East - St. Louis Dist.		M.P. 7 + 3,814'
	<u>Norfolk & Western</u>		
	North - Brooklyn Dist.		Line to 1,000' north of M.P. Det. 473
	East - Madison Dist.		Line to 2,045' east of M.P. 445
	West - Luther		Line of St. Louis Dist. to 4,098' north of M.P. St. L.
	Union Depot		7, - line of St. Louis Dist. to 2,767' west of M.P. St.L. 8
	<u>Norfolk & Western (Former IT)</u>		
	Between East St. Louis, St. Louis and Alton via McKinley Yard, Troy Junction, Edwardsville and Wood River on the Troy and Eastern Line;		

Article 48, Section 2 (continued)

<u>Yard</u>	<u>Direction</u>	<u>Date of Agreement</u>	<u>Physical Location</u>
<u>Norfolk & Western (Former IT - Continued)</u>			
Between East St. Louis, St. Louis and Alton via Madison, Granite City and Wood River on the Alton and Eastern Line.			
<u>Moberly</u>	East (12th Dist.)	1361'	West M.P. Han. 69
	East (14th Dist.)	678'	East M.P. St.L. 147
	West 4-1-74	1940'	West M.P. St.L. 151
	North 7-21-71	3170'	North M.P. St.L. 150
<u>N. Kansas City</u>	East	390'	East M.P. K.C. 9
<u>Des Moines</u>	East	2219'	West M.P. St.L. 337 Wabash Junction
<u>East Switch</u>	East	2196'	East M.P. St.L. 408

I N D E X

ARTICLE 50 - BERKELEY - CLAYCOMO

- Sec. 1.-----Establishment of Road Brakemen's Extra Board at Berkeley.
- Sec. 2.-----Establishment of Road Brakemen's Extra Board at Claycomo.
- Sec. 3.-----Conductor's Bumper Board - Berkeley - Claycomo.
- Sec. 4.-----Brakeman's Outpost Extra Board.
- Sec. 5.-----Outpost Conductor's Bumper Board - Claycomo - Berkeley - Exhausted - Or no Bumper Board maintained - Manner used to fill temporary vacancies for Conductor's on such Outpost Job.
- Sec. 6.-----Brakemen's Extra Board - Berkeley - Claycomo - Exhausted - Manner in which to supplement same.
- Sec. 7.-----Employees assigned to an Outpost Bumper or Extra Board - Guaranteed earnings the equivalent of six (6) basic days. Regulation of Employees on Board. Work week begins on Monday - Weekly adjustment on Sunday - Crew Sheets.
- Sec. 8.-----Filling to Temporary Vacancies - Filled during first seven (7) days. Extra Assignments. Employees assigned to Bumper Board and/or Brakemen's Extra Board will not be used to fill emergency temporary vacancies.

ARTICLE 50

BERKELEY - CLAYCOMO

Sec. 1. - Memorandum of Agreement signed January 13, 1981,
Effective February 25, 1981

A road brakemen's extra board may be maintained at Berkeley.

(a) Prior to the effective date the Berkeley extra board is established, bulletins as required by schedule rules will be posted advertising the number of extra board positions to be filled, and any employee with seniority rights on the St. Louis, Moulton, Des Moines, and Hannibal Districts will be permitted to exercise their seniority by bidding on the bulletined positions, and the senior employee making application therefor shall be assigned.

(b) In the event there are no bids received for a position on the Berkeley extra board, then the Berkeley extra board will be manned by assigning available furloughed employees with prior rights to road service on the St. Louis, Moulton, Des Moines, and Hannibal Districts road-yard seniority roster thereto in seniority order.

(c) In the event the foregoing does not supply sufficient brakemen for the extra list, then the junior available former Wabash employees with prior rights to yard service having seniority on the St. Louis Terminal Consolidated "C" Roster, and who are assigned to either the "E" or "W" or "V" rosters extra lists, will be assigned, subject to Article 20-B, Section 14(c)(1) of the Road Service Schedule, revised and updated June 15, 1979.

(d) In the event the foregoing does not provide sufficient men for the extra board, then available employees with interchangeable rights (employees with a seniority date as trainman subsequent to February 28, 1973) will be assigned in seniority order.

(e) An employee who has been forced to take assignment on the Berkeley extra board will be permitted to give up such assignment and return to the Moberly extra board or St. Louis Terminal Yard extra board in the event the Moberly extra board or St. Louis Terminal yard extra board is increased and a junior employee is assigned thereto, unless the junior employee who would thereby be displaced from the Moberly extra board cannot be forced to the Berkeley extra board by reason of the provisions of Article 20-B, Section 14(c)(1), of the Road Service Schedule, revised and updated June 15, 1979.

Article 50, Section 1
Paragraph (f)

(f) The junior employee displaced from the Moberly extra board or St. Louis Terminal yard extra board as a result of the foregoing will be immediately placed on the Berkeley extra board. No deadhead allowance will be paid either employee involved. The senior of the two employees involved will protect the extra board at Berkeley until the junior employee reports himself available for duty at Berkeley.

Sec. 2.

A road brakeman's extra board may be maintained at Claycomo.

(a) Prior to the effective date the Claycomo extra board is established, bulletins as required by schedule rules will be posted advertising the number of extra board positions to be filled, and any employee with seniority rights on the Kansas City, Stanberry, and Council Bluffs Districts will be permitted to exercise their seniority by bidding on the bulletined positions, and the senior employee making application therefor shall be assigned.

(b) In the event there are no bids received for a position on the Claycomo extra board, then the Claycomo extra board will be manned by assigning available furloughed employees with prior rights to road service on the Kansas City, Stanberry and Council Bluffs Districts road-yard seniority rosters thereto in seniority order.

(c) In the event the foregoing does not supply sufficient brakemen for the extra list, then junior available employees with prior rights to yard service not holding a regular assignment from the above mentioned road-yard roster will be assigned, subject to Article 20-B, Section 14(c)(1) of the Road Service Schedule, revised and updated June 15, 1979.

(d) In the event the foregoing does not provide sufficient men for the extra board, then available furloughed employees with interchangeable rights (employees with a seniority date as trainman subsequent to February 28, 1973) will be assigned in seniority order.

(e) An employee who has been forced to take assignment on the Claycomo extra board will be permitted to give up such assignment and return to the Moberly extra board or to the Kansas City Terminal yard extra board in the event the Moberly extra board or Kansas City Terminal yard extra board is increased and a junior employee is assigned thereto. The junior employee displaced from the Moberly extra board or Kansas City Terminal yard extra board as a result of the foregoing will be

Article 50, Section 2
Paragraph (e) (continued)

immediately placed on the Claycomo extra board. No dead-head allowance will be paid either employee involved. The senior of the two employees involved will protect the extra board at Claycomo until the junior employee reports himself available for duty at Claycomo.

Sec. 3.

A conductors' bumper board may be maintained at both Berkeley and Claycomo providing such bumper board averages five (5) days or more of work each week.

(a) When a bumper board is established or increased, bulletins as required by schedule rule will be posted advertising the number of positions to be filled. The positions will be filled in accordance with the seniority of the employees bidding.

(b) If there are no bids for a position on the outpost bumper board, the position will be filled by assigning thereon the junior employee on the seniority district with seniority as conductor who is not holding a regular assignment as conductor. It is understood a conductor's bumper board is considered as a regular assignment for the purpose of this section.

Sec. 4.

(a) When a brakeman's outpost extra board is established or increased, bulletins as required by schedule rules will be posted advertising the number of positions to be filled.

(b) In the event a displacement is involved, the employee being displaced from the brakemen's extra board or conductors' bumper board involved will protect same until the employee displacing to the extra board reports himself available for duty at the location of the extra board.

Sec. 5.

(a) When an outpost conductors' bumper board at either location (Claycomo or Berkeley) is exhausted, or there is no bumper board being maintained, temporary vacancies for conductors on such outpost jobs will be filled:

Article 50, Section 5
Paragraph (a) (continued)

(1) By using the senior promoted brakeman assigned on the crew on which the vacancy exists;

(2) By using the senior available promoted brakeman regularly assigned at that outpost point or the outpost extra board at the outpost territory who has not forfeited his conductor's rights for emergency work as provided in Article 20, Section 7, of the Road Service Schedule, and who has full time to work under the Hours of Service Act (North Kansas City and Claycomo to be considered as the same outpost point);

(3) From Moberly.

NOTE: A promoted brakeman who is removed from his regular assignment to fill temporary vacancy for conductor will be compensated at not less than the earnings he would have made had he worked his regular assignment as brakeman.

Sec. 6.

(a) In the event the brakemen's extra board at Berkeley or Claycomo is exhausted, the extra board will be supplemented by deadheading an extra employee from Moberly who will be subject to the same guarantee applicable to employees assigned to that extra board.

(b) Extra employees who are used to supplement the extra board at Berkeley or Claycomo will be released at the end of their tour of duty on the last day of the extra board's work week.

(c) In the event an extra employee from the Moberly extra board is deadheaded to Berkeley or Claycomo to supplement an extra board at one of those outlying points, he will be paid deadhead allowance as provided for under the provisions of Article 25, Section 1(a) of the Road Service Schedule, revised and updated June 15, 1979.

(d) An extra employee(s) from the Moberly extra board used to supplement an extra board at one of those outlying points will be entitled to the benefits provided for under the provisions of Article 57 of the Road Service Schedule, revised and updated June 15, 1979.

(e) Employees with prior rights to road service under the Road-Yard Seniority Agreement of February 27, 1973, who are force assigned on an outpost bumper board or extra board provided for herein will, while so assigned, be entitled to

Article 50, Section 6
Paragraph (e) (continued)

the benefits provided for under the provisions of Article 57 of the Road Service Schedule, revised and updated June 15, 1979.

(f) In the event the Moberly brakemen's extra board is exhausted or there is not sufficient time (at least four (4) hours) in which to deadhead an extra road brakeman from Moberly to supplement the extra board at Berkeley or Claycomo in order to fill a vacancy on an assignment, an extra yard service employee from the St. Louis Terminal will be used to fill the vacancy at Berkeley and an extra yard service employee from the Kansas City Terminal will be used to fill the vacancy at Claycomo for that tour of duty, only.

NOTE: When necessary to use an extra yard service employee from the St. Louis Terminal to fill a vacancy at Berkeley, only yardmen with road rights on the Hannibal - St. Louis - Moulton - Des Moines - Seniority District of the Moberly Division will stand to be used and such yardmen will be called in turn in the order in which they stand on the extra board in relation to each other.

(g) An arbitrary allowance totaling one (1) hour at the pro rata rate for the service performed will be paid to each extra yard service employee who is used to fill a vacancy on a Ford Job working at Claycomo or Berkeley. (Revised 1/23/81)

(h) Employees assigned to the outpost road brakemen's extra board will not be used to fill temporary vacancies in yard service.

Article 50, Section 7 (continued)

Sec. 7.

(a) An employee assigned on an outpost bumper or extra board provided for herein will be guaranteed earnings the equivalent of six (6) basic days pay at the specified switch local rate applicable to the grade for the board on which assigned for each week, provided the employee is assigned to and available for service from the board the full week. A week shall be a period of seven (7) consecutive days, starting with Monday. The individual's guarantee will be reduced by the equivalent of one (1) basic day's pay at the applicable specified switch local rate for each day he is unavailable for service at the location of the board while assigned on such board.

When an individual is assigned on the board for only a part of a week, as defined herein, his guarantee for the part of such week that he is assigned to that board and available for service at the location of the board shall be that part of the weekly guarantee resulting from multiplying the money amount of the weekly guarantee by a fraction using as the numerator the number of days of such week he was so assigned and available and using seven (7) as the denominator.

Example:

Employee is assigned on and available for service on the brakemen's Berkeley extra board three (3) days of a week. Guarantee for a full week is \$477.78; $3/7$ th's x \$477.78 is \$204.76, that employee's guarantee for the three (3) days in that week which he was assigned on the board and available for service.

Specified switch local basic daily rate, effective January 1, 1981, is:

Conductor - \$84.85

Brakeman - \$79.63

All earnings while so assigned shall be used when computing whether any guarantee payment is due.

Article 50, Section 7
Paragraph (b) (continued)

(b) The Carrier shall determine and regulate the number of employees to be assigned on such board; however, nothing in this agreement (this Article) will restrict the right of the employees, both regularly assigned or assigned to the extra board at either Berkeley or Claycomo, from laying off.

(c) Since the work week begins on Monday, weekly adjustment of the extra board will be made on Sunday of each week. Section 14 (i) of Article 20-B of the Road Service Schedule, shall not have application to the extra boards provided for herein.

(d) The first day of the extra board's work week may be changed in order to protect the requirements of the service.

(e) If in the application of Paragraph (b) of Section 7, the Carrier reduces the number of employees carried on such board when during the preceding seven (7) day period the employees on that board averaged more than five (5) tours of duty, an employee(s) cut off that board will be paid deadhead to the nearest location at which he is able to obtain a regular assignment in the exercise of his seniority under the applicable rules or to the terminal from which he came to the bumper or extra board, Moberly, North Kansas City, or St. Louis, as the case may be. An employee will not receive deadhead allowance when going to or from an outpost bumper or extra board except as provided for herein and under the provisions of Section 6(c) above.

(f) A crew sheet will be established and maintained listing all assignments working at Berkeley and Claycomo and showing the correct position of all conductors and brakemen on their respective regular assignments.

(g) Crew sheets will be updated once each 24-hour period and will show the following:

- (1) Those conductors and brakemen on extra board;
- (2) Those who are laying off or on leave of absence or on vacation;
- (3) Those brakemen not to be used to fill vacancies as extra conductors;
- (4) Those brakemen who are at the outlying point to supplement such extra board.

Article 50, Section 7
Paragraph (h) (continued)

(h) The local committee shall, on request, be furnished a copy of the daily crew sheet and be permitted to inspect all records in connection with the application of this agreement (this Article).

Sec. 8. - Letter of Understanding dated February 2, 1981

(a) In the application of the provisions of Article 20-C- Temporary Vacancy for Brakemen, and Article 20-C-1, Temporary Vacancy for Conductors, of the Schedule for Conductors and Brakemen, revised June 15, 1979, on regular assignments at Berkeley and Claycomo, such temporary vacancies, including vacation vacancies, will be filled during the first seven (7) days thereof pursuant to the provisions of Memorandum of Agreement signed January 13, 1981, effective February 25, 1981, contained herein as Article 50, Sections 1 thru 7. In the event one (1) or more employees submits written application for the temporary vacancy prior to the expiration of the seventh day of such vacancy, it will be assigned to the senior employee making application therefor. If no applications are presented during the first seven (7) day period the temporary vacancy will be filled during its entire duration pursuant to the provisions of the above referred to Memorandum of Agreement.

(b) Extra assignments worked at Berkeley and Claycomo will be filled with employees from the conductors' bumper board (or with extra conductors, if no bumper board being maintained) and the brakemen's extra board at those respective locations until they become regularly assigned.

(c) Employees assigned to the conductors' bumper board and/or brakemen's extra board at Berkeley or Claycomo will not be used to fill emergency temporary vacancies arising on pool turns laying over at St. Louis or North Kansas City.

ARTICLE 51
CHICAGO, ILLINOIS

DELETED

I N D E X

ARTICLE 52 - COUNCIL BLUFFS, IOWA

- Sec. 1.-----Form of Job Advertisement - Bulletins - Bids
- Sec. 2.-----Re-Bulletining Assignments
- Sec. 3.-----Exercise of Seniority prohibited when assignment
annulled on a Holiday.

ARTICLE 52
COUNCIL BLUFFS, IOWA

Sec. 1. - Memorandum of Agreement effective June 1, 1963

(a) In bulletining new assignments or permanent vacancies, such bulletin will be posted not later than 10:00 a.m., will close seventy-two (72) hours thereafter and the following form will be used:

Bids will be received on the following
vacancies until 10:00 a.m., _____,
19____; assignment to be made for the
following day:

Position - Starting Time - Days Off

All vacancies created by this assignment
will be filled in accordance with the
seniority standing of men bidding.

(b) Yardmen desiring to change jobs will bid and designate choices on bid in order of preference, such as 1st, 2nd, 3rd, etc., choice.

(c) A yardman who has been absent from the service due to conditions described in Article 37, Section 3 of this schedule, or on vacation with pay, throughout the life of a blanket bulletin issued in accordance with Paragraph (a) of this Section may exercise his seniority on any position bulletined or made vacant while he was away or out of service.

Sec. 2.

(a) All assignments, regular and relief, will be re-bulletined so as to make assignments effective May 1st and November 1st of each year.

(b) The provisions of Article 37, Section 5 of this schedule, will not be applied when making assignments pursuant to Paragraph (a) of this Section 2.

(c) (1) When assignments are bulletined pursuant to Paragraph (a) of this Section, yardmen other than those referred to in Article 37, Section 3 of this schedule, or on vacation with pay, will be required to bid for position desired.

Article 52, Section 2
Paragraph (c)(2) (continued)

(2) In event some yardmen do not submit sufficient choices to secure assignment, such yardmen will be assigned in seniority order on positions for which no bids were received, commencing with the first shift assignments and continuing through a later shift or shifts in the order in which such positions appear on the master board and, when these are filled, assigned in the same order on positions for which the junior yardmen would have otherwise been assigned. This in compliance with the requirement of Article 37, Section 1 of this schedule.

Sec. 3.

No yardman will be permitted to exercise his seniority when the assignment to which he is regularly assigned is annulled for any one of the ten (10) holidays listed in Article 18 of this schedule, or any day observed by the state or nation as the holiday in lieu of a day listed in said Article 18.

I N D E X

ARTICLE 53 - DECATUR, ILLINOIS

- Sec. 1.-----Form of Job Advertisement - Bulletins - Bids -
General Re-Assignment.
- Sec. 2.-----Exercise of Seniority to Extra Board.
- Sec. 3.-----Displacements
- Sec. 4.-----Exercise of Seniority prohibited when assignment
annulled on a Holiday.
- Sec. 5.-----Temporary Vacancies - Foremen - Pilots.
- Sec. 6.-----Extra Board - Extra Yardmen - Laying Off -
Reporting for Duty after laying off.
- Sec. 7.-----Sub-List - Regularly assigned Yardmen.
- Sec. 8.-----Switchtenders - Placed on Seniority Roster for
Yardmen.
- Sec. 9.-----Switchtenders - Paid at established daily rate
paid yard helpers - and duties thereof.
- Sec. 10.-----Yard service employee moves from a yard service
assignment to a road service assignment or vice
versa - Vacancy created will be filled under the
Blanket Bulletin on same day.
- Sec. 11.-----Consolidation Agreement of MW-IT at Decatur,
Illinois.

ARTICLE 53

DECATUR, ILLINOIS

Memorandum of Agreement signed August 20, 1968,
effective September 15, 1968

Sec. 1. - Form of Job Advertisement Bulletins, Bids
And General Re-Assignments

(a) In bulletining new assignments or permanent vacancies such bulletin will be posted not later than 9:00 a.m., and the following form will be used:

Bids will be received on the following
vacancies until 9:00 a.m.,
19____; assignment to be made for the
following day:

Position - Starting time and place - Days off

All vacancies created by this assignment will
be filled in accordance with seniority of
men bidding.

(b) Yardmen desiring to change jobs will bid and designate choices on bid in order of preference, as 1st, 2nd, 3rd, etc. choice. They may include as choices a general designation "any position to which my seniority may entitle me on the (starting shift) shift."

(c) The requirements of a general designation choice on a bid will be considered fulfilled if the applicant is placed on any vacancy on the shift preferred as shown in the general designation choice.

Applicants making general designation choice will be placed in seniority order on vacancies for which no application has been received in the order in which such vacancies appear on the master board for the shift. In event all such applicants are not placed on an assignment on the shift selected, then the junior yardmen in reverse seniority order, securing vacancies on that shift, will be removed from positions in sufficient numbers to place senior general designation applicants, assigned to the vacancies, in the order in which such vacancies appear on the master board for the shift.

Article 53, Section 1
Paragraph (d) (continued)

(d) A yardman who has been absent from the service due to conditions described in Article 37, Section 3, of this schedule, or on vacation with pay, throughout the life of a blanket bulletin issued in accordance with Paragraph (a) of this Section 1, may exercise his seniority on any position bulletined or made vacant while he was away or out of service.

(e) (See Section 11 (Appendix B, Paragraph 1) of this Article)
DELETED

(f) (1) When assignments are bulletined pursuant to this section, all employees not absent from service during life of the bulletin will be required to bid for position desired and the provisions of Article 37, Section 5 of this schedule, will not apply.

(2) In event some employees do not submit sufficient choices to secure assignment, such employees will be assigned in seniority order on positions for which no bids are received, commencing with the first shift assignments and continuing through the third shift assignments in the order in which such positions appear on the master board, and, when these filled, assigned in the same order on positions to which junior employees would have otherwise been assigned. This in compliance with Article 37, Section 1 of this schedule.

(g) A yardman who has been absent from the service due to conditions described in Article 37, Section 3 of this schedule, or on vacation with pay, throughout the life of a bulletin issued in accordance with Paragraph (a) of this section may exercise his seniority on any position bulletined or made vacant while he was away or out of service.

Sec. 2. - Exercise of Seniority to Extra Board

The application of Article 37, Section 1, is suspended only to the extent necessary to allow the following:

(a) Any yardman entitled to displace under the rules may place himself on the extra board. When an assignment

Article 53, Section 2
Paragraph (a) (continued)

is bulletined pursuant to Section 1, any yardman my bid for the extra board. Any yardman who places himself on the extra board by bidding or bumping will remain thereon for thirty (30) calendar days, unless displaced by a senior yardman, forced to a regular assignment or cut off due to reducing the extra board.

(b) Vacancies which have been bulletined but not filled as a result of no bids being received will be filled by assigning extra yardmen (from the extra board in reverse seniority order).

(c) When bumping to the extra board, the junior man will be displaced therefrom.

(d) A yardman who places himself on the extra board by bidding or bumping when he was sufficient seniority to hold a regular assignment will forfeit any right to a protective allowance under any employee protection agreement during the period he remains on the extra board.

(e) A yardman who fails to place himself on a regular assignment or the extra board as a result of failing to bid or failing to make sufficient choices on his bid will be considered as having bid for the extra board. A yardman placed on the extra board by bidding, bumping or being forced will be placed at the foot of the extra board.

(f) A yardman forced on a regular assignment may give up the regular assignment in event a yardman junior to him is marked on the extra board. The junior yardmen will be assigned to the vacancy created. A yardman giving up a regular assignment must make written request within seventy-two (72) hours after a junior yardman is marked on the extra board, and no change in assignments will be made until the expiration of the above mentioned seventy-two (72) hour period.

Sec. 3. - Displacements

(a) (1) Yardmen desiring to displace junior man, and permitted to do so under existing agreements, will be required to do so not less than three (3) hours prior to the first starting time period (6:30 a.m., 2:30 p.m. 10:30 p.m.) of the shift on which he desires to place himself.

(2) Subsequent bumps resulting from this displacement will be made not less than two (2) hours prior to the starting time of assignment selected.

Article 53, Section 3
Paragraph (b) (continued)

(b) In the event a yardman who is not laying off or on vacation with pay cannot be contacted in sufficient time to enable him to exercise his seniority on an assignment with the same starting time as that from which he was displaced in accordance with the preceding paragraph, in order to avoid loss of time on one of the work days of the assignment from which he was displaced as a result, such yardman will immediately be placed first out on the extra board and will be permitted to work one tour of duty on that calendar day and shift off the extra board on the first vacancy starting at or after the starting time of the assignment from which he was displaced for which an extra yardman is otherwise required to be used and as though he had been notified of such vacancy one and one-half (1-1/2) hours prior to the time required to report to fill such vacancy.

(c) In the event there is no vacancy on which the yardman can be used from the extra board in the application of Paragraph (b), above, such yardman will, if he so request, be placed first out on the extra board on the following first off day of his regular assignment and permitted to work one tour of duty only off the extra board on that calendar day and on the shift on which regularly assigned providing such yardman has been unable to otherwise accumulate five (5) straight-time eight (8) hour shifts in the work week of his regular assignment.

NOTE: In the application of Paragraphs (b) and (c), above, in the event there is more than one (1) such yardman to be marked up on the extra board on the same shift on the same day, they shall be marked up in seniority order with the senior man first out.

(d) In the application of this Section 3, it is understood that yardmen will be advised promptly, when displaced, provided they can be contacted in the usual manner.

Sec. 4. - Exercise of Seniority prohibited when Assignment Annulled on a Holiday

(a) No yardman will be permitted to exercise his seniority when the assignment to which he is regularly assigned is annulled for any of the ten (10) holidays listed in Article 18 of this schedule, or any day observed by the state or nation as the holiday in lieu of a day listed in said Article 18.

Article 53, Section 5 (continued)

Sec. 5. - Temporary Vacancies for Foreman and Pilots

(a) For convenience in the application of this Article 53, Decatur Yard territory will be considered as divided into three (3) vicinities:

Jasper Street - for crews starting to work west of 22nd Street.

East Decatur - for crews starting to work at East Decatur.

Brush - for crews starting to work at Brush.

(b) Temporary vacancies for foreman on regularly assigned crews will be filled by recourse to one of the following, in the order listed below:

(1) By the senior assigned helper on the crew on which the vacancy exists, subject to the provisions of Paragraph (f) hereof.

(2) By the senior assigned helper starting to work at the same time in the same vicinity as the job on which the vacancy exists, subject to the provisions of Paragraph (f) hereof.

(3) By an extra yardman in turn, subject to the provisions of Paragraph (h) hereof. When two (2) or more extra yardmen are used to fill vacancies on the same crew, and it is necessary to use one of these extra yardmen as foreman, the senior of them shall be used as foreman.

(4) By the first out available regularly assigned yardman from the sub-list, who is on his off days. When two (2) or more regularly assigned yardmen from the sub-list are used to fill vacancies on the same crew, and it is necessary to use one of those regularly assigned yardmen as foreman on that crew, the senior of them shall be used as foreman.

(c) Vacancies for foreman on extra assignments and pilot jobs will be filled by recourse to one of the following, in the order listed below:

(1) By the oldest assigned helper starting to work at the same time in the same vicinity as the job on which vacancy exists, subject to the provisions of Paragraph (f) hereof.

Article 53, Section 5
Paragraph (i) (continued)

(i) A list of yardmen, who are not to be used to perform service as extra foreman in accordance with the provisions of this article, will be maintained in the general yardmaster's office.

Sec. 6. - Extra Board - Extra Yardmen

(a) The work week for extra yardmen shall mean a period of seven (7) consecutive days starting with Thursday.

Article 3, Section 11(c), of Agreement "A" signed at Washington, D.C., on May 25, 1951, is modified in its application so as to conform to this paragraph.

This shall not apply to switchtenders.

Paragraphs (b), (c), (d), (e) and (f) are deleted -
See Article 37, Section 24 - Memorandum of Agreement signed January 3, 1981, effective March 1, 1981.

(g) The yardmen's extra board at Decatur will be operated as a rotary board as hereinafter provided.

(1) An extra man laying off or missing a call for any reason will not be permitted to mark up for a period of twelve (12) hours. Upon subsequently marking up for service, he will be marked up at the bottom of the list.

(2) An extra man missing an emergency call will not lose his place on the board.

NOTE: An emergency call is defined as a call made outside of the following periods:

Between 5:00 a.m. and 8:00 a.m.;
Between 1:00 p.m. and 4:00 p.m.;
Between 9:00 p.m. and 12:00 midnight.

(3) Extra men going to work on the same shift will be marked up at the completion of the day's work in the same order in which they stood at the beginning of the shift on which they performed service.

Article 53, Section 6
Paragraph (g) (4) (continued)

(4) An extra man who is notified to report for duty and who does report and who is not used will be paid four (4) hours and retain his place on the board; if held for more than four (4) hours, or if required to work, he will be paid not less than eight (8) hours.

(h) (1) Except in cases of emergency such as sudden illness or accident to themselves or members of their immediate family, regularly assigned yardmen who desire to lay off will request permission to do so not less than two and one-half hours prior to the starting time of their regular assignment.

(2) Regularly assigned yardmen who have been laying off will be required to report as available for service not less than two and one-half hours prior to the starting time of their regular assignment.

Sec. 7. - Sub-List - Regularly Assigned Yardmen

In order to implement Article 3, Section 11(d) of Agreement "A" (BRT"A"), signed at Washington, D.C., on May 25, 1951, and provide an orderly manner for using regularly assigned yardmen, when necessary, on their assigned days off, it is agreed that sub-lists will be maintained at Decatur, Illinois, in accordance with the following:

(a) There will be a sub-list for each shift which shall consist of the yardmen regularly assigned on that shift who have made application for extra work in accordance herewith.

(b) Men will be used from the sub-list in rotary fashion. Men used from the sub-list will be marked up at the foot of the list on the completion of one (1) tour of duty in the order in which they stood when used for that tour of duty.

(c) In the event there is no extra man available who has not already worked five (5) straight time eight (8) hour shifts in his work week (excluding the computations provided for in Article 16, Section 8, Paragraphs (c) (1 thru 5),

(d) and (e), at the time a man is to be designated to fill a particular vacancy, then the regularly assigned man who has made application in accordance with this Article for extra work on his assigned days off standing first out on the sub-list for the shift and day on which the vacancy exists and who is marked up as available for service and has full time to work under the Hours of Service Law will be used.

Article 53, Section 7
Paragraph (d) (continued)

(d) A regularly assigned employee who has signified his desire to work extra on his assigned days off who does not wish to be used on his assigned day off to fill a temporary vacancy on a particular date will notify the general yardmaster to that effect prior to 4:00 p.m. on the fifth (5th) day of his work week and will be marked at the foot of the sub-list.

An employee may remove himself from a sub-list by notifying the general yardmaster to that effect prior to 4:00 p.m. on the fifth (5th) day of his work week.

(e) Regularly assigned yardmen who have signified their desire to fill temporary vacancies on their assigned days off will hold themselves available for notification by telephone as follows:

First shift sub-list - 5:00 a.m. to 8:00 a.m.,
Second shift sub-list - 1:00 p.m. to 4:00 p.m.,
Third shift sub-list - 9:00 p.m. to 12:00 midnight.

(f) In the application of this Article, a yardman holding assignment on a regular relief assignment will be considered as assigned on the shift on which his relief assignment works on the fifth (5th) day of the work week of that assignment. Time lost from regular assignment by reason of the Hours of Service Law, as a result of being used on an assigned rest day under the provisions of this Article will not be paid for.

(g) A yardman changing from one (1) assignment to another as a result of bidding or bumping will not be marked up as available for extra work on the assigned days off of his new assignment until he makes written application therefor.

(h) All applications for assignment on the sub-list must be received by the general yardmaster prior to 4:00 p.m. on the fifth (5th) day of the work week of the applicant. New additions to a sub-list will be placed last out.

(i) A yardman declining, missing or failing to protect a call for service from sub-list and who has not advised that he did not desire to work as provided by Paragraph (d) will not be marked on sub-lists for a period of ten (10) days from the date he declined, missed or failed to protect the call, at the expiration of which period he will be placed at the foot of the sub-lists.

Article 53, Section 7
Paragraph (j) (continued)

(j) A regularly assigned yardman used in filling a temporary vacancy in accordance with the provisions of this Article will take the conditions of the vacancy filled and will be paid at one and one-half times the basic straight time rate of the position filled, provided he has worked five (5) straight time eight (8) hour shifts in the work week of the assignment he holds at the time he is used from the sub-list.

Sec. 8. - Memorandum of Agreement effective August 1, 1952

(a) All switchtenders carried on the seniority roster of switchtenders employed at Decatur, Illinois, who are physically qualified for service as a yardman and who have not previously established a seniority date as a yardman, will be placed on the seniority roster of yardmen employed at Decatur following all yardmen who entered the service as such prior to August 1, 1952.

(b) Before being placed on the seniority roster of yardmen employed at Decatur, as provided by Paragraph (a) hereof, the switchtenders carried on the seniority roster of switchtenders employed at Decatur will be required to pass the required physical examination for service as a yardman.

(c) Switchtenders placed on the seniority roster of yardmen employed at Decatur, as provided by the foregoing, will be placed on that roster in the order in which they stand on the switchtender's seniority roster with a seniority date of August 1, 1952, and designated as A, B, C, etc.

(d) All switchtenders entering service as such subsequent to August 1, 1952, will, if at the time of entering the service they are able to pass the required physical examination for service as yardman, establish a seniority date as yardman as of the same date and time they first perform compensated service as switchtender.

(e) Switchtenders establishing seniority as yardmen in accordance with the foregoing paragraphs of this Section 8, will only be permitted to exercise seniority as a yardman in event they do not have sufficient seniority to hold a regular or extra assignment as switchtender.

Article 53, Section 8
Paragraph (f) (continued)

(f) Switchtenders whose seniority entitles them to hold a regular assignment as switchtender shall not be permitted to work on the switchtender's extra board.

(g) In the event there are insufficient employees carried on the switchtenders seniority roster available to fulfill the requirements of the switchtenders extra board, the oldest furloughed yardmen will be placed on the switchtenders extra board in order to bring the extra board up to the requirements of the service except that a senior yardman who makes application for transfer to the switchtenders board will have preference. In case the oldest furloughed yardmen are placed on the switchtenders extra board, or are displaced by senior furloughed yardmen, in neither case will the furloughed yardmen establish a seniority date as switchtender. Furloughed yardmen placed on the switchtenders extra board in accordance with the foregoing will be paid for service as a switchtender at the switchtenders rate.

(h) In filling temporary vacancies as switchtender where no extra switchtender is available at pro rata rate, an extra yardman who is available at pro rata rate may be used to fill such vacancy.

Sec. 9. - Memorandum of Agreement signed March 24, 1972.

(a) Switchtenders employed at Decatur, Illinois, will be paid at the established daily rate paid yard helpers, and, henceforth, switchtenders employed at Decatur may be required to:

- (1) Perform all the duties they are now being required to perform.
- (2) Handle switches for the movement of trains, engines, yard crews, etc.
- (3) Accompany trains, engines, etc., while being turned.
- (4) Accompany trains, engines, etc., moving between various points at Decatur.
- (5) Couple engines to trains or cars and uncouple engines from trains or cars.
- (6) Assist road or yard crews in doubling over.

Article 53, Section 9
Paragraph (a) (continued)

NOTE: Items (1) through (6) may be performed at any point within the switching limits for yard crews at Decatur.

(7) Report to the respective yardmaster the time inbound engines are lined into the engine house facilities if he handles the switches for the move.

(b) The switchtenders employed at Decatur will be subject to the starting time rules for yard crews.

Sec. 10. - Memorandum of Agreement signed April 2, 1975.
Effective April 15, 1975.

(a) In bulletining new assignments or permanent vacancies in road or yard service to road brakemen on the Brooklyn and Lafayette Districts (formerly 9th and 13th Districts) and to yardmen on the Decatur Yardmen's seniority roster, under Section 14(a) and (b) of the Memorandum of Agreement signed February 27, 1973, (Article 35 of this schedule) and as a result thereof a yard service employee moves from a yard service assignment to a road service assignment, or a road service employee moves from a road service assignment to a yard service assignment, all vacancies created by the assignment (road or yard) will be filled under the blanket bulletin on the same day in accordance with seniority of the road man and/or yardman bidding.

(b) Provisions of existing agreements in conflict with the foregoing are superseded insofar as road brakemen on the Brooklyn and Lafayette Districts (formerly 9th and 13th Districts) and Decatur yardmen are concerned during the life of this agreement.

Article 53, Section 11

IMPLEMENTING AGREEMENT
between
NORFOLK AND WESTERN RAILWAY COMPANY
THE ILLINOIS TERMINAL RAILROAD COMPANY
and its employees
represented by
THE UNITED TRANSPORTATION UNION

WHEREAS, Carriers have served notice upon the Interstate Commerce Commission ("ICC") in Finance Docket 29455 (Sub Nos. 1-5) Norfolk and Western Railway Company ("NW") has been authorized to acquire and operate the equipment and principal assets of Illinois Terminal Railroad Company ("IT") as described in said order;

AND WHEREAS, said Order imposes the employee protective conditions set forth in New York Dock Ry Control - Brooklyn Eastern Dist. 354ICC399 (1978) as modified at 360 ICC 60(1979) ("New York Dock conditions"), copy attached as Appendix "A";

AND WHEREAS, pursuant to Article 1, Section 4(a), of the New York Dock II conditions, NW and IT have notified the employees of their intention to coordinate their respective facilities, operations and services;

NOW THEREFORE, it is agreed:

Article 53, Section 11 (Continued)

ARTICLE 1 - Schedule Rules

Section 1 (a) The applicable NW (former Wabash) schedule agreements will be effective in the St. Louis and Decatur consolidated terminals and the Decatur Division, Brooklyn District road service territory and as herein noted and indicated in Appendix "B."

(b) Appendix 34A of the NW (former Wabash) schedule for yardmen will be applicable for all yardmen on St. Louis Terminal and as herein noted and indicated in Appendix "B."

(c) Appendix 33 of the NW (former Wabash) schedule for yardmen will be applicable for all yardmen at Decatur, Illinois, and as herein noted and indicated in Appendix "B."

(d) The provisions of (a), (b) and (c) above shall not constitute a precedent with regard to other coordinations.

Section 2 Road employees may be required to perform service throughout the consolidated terminals in accordance with the applicable schedule agreements in the same manner as though such consolidated terminals were a part of their original seniority district.

Section 3 Road and yard employees may be required to report and be relieved at designated points (designated by bulletin) in the consolidated terminals, so long as such designated points meet the requirements of the schedule agreements, interpretations, and practices on the property. This does not disturb agreements in effect covering pooling of cabooses and suitable lodging.

Article 53, Section 11 (Continued)

In the event the designated point for going off duty and the designated point for going on duty in the consolidated St. Louis Terminal for all crews in a particular road freight pool are not the same for each trip,* the Carrier will provide an individual full length standard locker for each employee assigned in that pool at the lodging facility provided in the St. Louis Terminal area for employees in that pool. Carrier will assume the responsibility for seeing that such locker facility is maintained in a clean and sanitary condition as if it were located on Carrier's property.

Example: Federal Yard (Alton, Illinois) may be the designated point for going off duty for road employees on trains yarded at Federal and the designated point for going on duty for road employees on trains operated out of Federal, and Luther may be the designated point for going off duty for road employees on trains yarded at Luther and the designated point for going on duty for road employees on trains operated out of Luther.

Section 4 - Extra List, Consolidated St. Louis Terminal

The Carrier may establish extra board(s), and the local Wabash agreements and practices governing the handling of the yardmen's extra board in the North St. Louis (Luther) District will be applicable to all yardmen on the board.

Nothing contained herein will preclude the Carrier from establishing additional yardmen's extra boards.

Section 5 - Arbitrary Allowance

Due to the distance between the yard operations in the consolidated St. Louis Terminal, an arbitrary of one hour at the appropriate

Article 53, Section 11 (Continued)

pro rata rate will be paid to each present employee on an extra board who works an assignment reporting for duty on the opposite side of the Mississippi River from which such employee resides on the effective date of this Agreement. This allowance will also be paid to present employees force assigned to an assignment reporting for duty on the opposite side of the Mississippi River from which said employee resides on the effective date of this Agreement. Those acquiring a seniority date on a consolidated roster as outlined in this Agreement subsequent to the effective date of this Agreement will be ineligible for the allowance provided in this article.

ARTICLE 11 - St. Louis, Decatur and Springfield Terminal Switching Limits - Final Terminal Delay

Section 1 In effecting the consolidation provided for in this Agreement, the consolidated facilities of the former carriers in the St. Louis area will be considered a terminal with switching limits for yard crews as follows:

On the east and north:

On Brooklyn District line to 1,000 feet
north of M.P. Det. 473;
On Madison District line to 2,045 feet
east of M.P. 445.

On the west:

On "Luther" line of St. Louis District
to 4,098 feet north of M.P. St. L. 7;
On "Union Depot" line of St. Louis District
to 2,767 feet west of M.P. St. L. 8;

Territory of the former Illinois Terminal Railroad
Company;

Between East St. Louis, St. Louis and Alton
via McKinley Yard, Troy Junction, Edwards-
ville and Wood River on the Troy and Eastern
Line;

Article 53, Section 11 (Continued)

Between East St. Louis, St. Louis and Alton
via Madison, Granite City and Wood River on
the Alton and Eastern Line.

The switching limits referred to above are identified in the
straight line sketch attached hereto as APPENDIX "C."

The switching limits for yard crews at Decatur and Springfield
are outlined below:

DECATUR

Former IT

North - ICG Clinton District, MP 765.2 (Maroa)
West - NW Brooklyn District, MP 376.5 (Mosser)
East - ICG Havana District, MP 27.8 (Havana)

NW

East - 1615 feet west of MP Det. 371
West - 1850 feet east of MP Det. 378
South - 1826 feet north of MP Det. 377

SPRINGFIELD

Former IT

North - ICG Springfield District, MP 190.3 (Starnes)
South - ICG Springfield District, MP 195 (Brick Yard)
East - ICG Springfield District, MP 190.3

NW

East - MP Det. 409
West - 1762 feet west of MP Det. 418

Section 2 - Final Terminal Delay, Consolidated St. Louis Terminal

Final terminal delay for employees in road freight service as
provided for in the applicable Wabash schedule agreement will govern,
regardless of the location where train is finally yarded, except as
provided below:

Article 53, Section 11 (Continued)

1. Employees on Decatur Division, Brooklyn District, trains yarded west of the river will be paid 103.88 miles, Decatur to 25th Street, Granite City, plus actual distance travelled between 25th Street, Granite City, and point for going off duty. Final terminal delay will be paid for time which elapses between time of arrival at 25th Street, Granite City, and time of release from duty after deducting the result of multiplying 4.8 minutes per mile times the actual distance travelled between 25th Street, Granite City, and the point for going off duty.

Example:

Crew operates Decatur to Luther.
Train arrives 25th Street at 7 a.m. and
is relieved from duty at 8:15 a.m. Crew
would be paid as follows:

Decatur to 25th Street	103.88 miles
25th Street to Luther	7.12 miles
Mileage paid	111 and

final terminal delay as follows:

Time 25th Street until relieved	1'15"
Less 7.12 miles x 4.8 minutes	= 34"
Final terminal delay due	41"

2. Employees on Noberly Division, St. Louis District, trains yarded east of the river will be paid final terminal delay computed from the main track switch which would normally be used to enter the yard at Luther (same point from which final terminal delay is now computed for employees on trains terminated at Luther Yard).

Article 53, Section 11 (Continued)

Employees handling Moberly Division, St. Louis District, freight trains from Moberly to St. Louis which are yarded east of the river will be paid 141 road miles for the trip, Moberly to St. Louis. Employees handling Moberly Division, St. Louis District, outbound trains from a location east of Luther will be paid actual miles.

3. Employees on Moberly Division, St. Louis District, freight trains yarded at Ewing Avenue will be paid final terminal delay computed from time of arrival at Grand Avenue. Employees handling Moberly Division, St. Louis District, freight trains from Moberly to St. Louis which are yarded at Ewing Avenue will be paid 146 miles for the trip, Moberly to St. Louis. Employees handling Moberly Division, St. Louis District, freight trains from Ewing Avenue to Moberly will be paid 146 miles, St. Louis to Moberly.
4. Employees on Muncie Division, Madison District, freight trains yarded at any location in the St. Louis Terminal area will be paid final terminal delay commencing 31 minutes after arrival at the main track entrance switch to Madison Yard. The final terminal time will be further off-set on the basis of 4.8 minutes per mile over 128 miles

Article 53, Section 11 (Continued)

(the mileage between Charleston Yard Office and Madison Yard Office). This will not otherwise disturb the provisions of the final terminal delay rules.

Example:

Crows will be allowed 134 miles, Charleston Yard Office to Luther Yard (Humboldt Yard Office).

The distance from Madison Yard Office to Luther Yard (Humboldt Yard Office) is 5.46 miles.

$5.46 \times 4.8 + 31 = 57$ after which final terminal delay begins.

NOTE: It is understood that should Muncie Division, Madison District, trains be operated into the St. Louis Terminal over a route which does not pass the entrance switch to Madison Yard specified above, the representatives of the parties will confer and determine the location of the "main track switch," connection with the yard track," referred to, for the route used and the mileage applicable via that route.

5. Employees on Decatur Division yarding their road trains at McKinley, Federal or A. O. Smith yards will be paid final terminal delay in accordance with the applicable Wabash schedule rule.
Employees handling Muncie Division, Madison District, outbound trains from a location west of former NKP Madison Yard will be paid actual miles for the trip computed from the location at which the outbound trip is started and in accordance with the

Article 53, Section 11 (Continued)

application of the initial terminal delay rules of the schedule agreements.

ARTICLE III - Seniority

Section 1

In order to establish the respective consolidated St. Louis Terminal Seniority Rosters and the consolidated Decatur Yard Seniority Rosters, the following procedure will be followed:

(a) Upon ten (10) days written notice by the Carrier to the Local Chairmen and the General Chairmen, with copies posted on Carrier bulletin boards, former Illinois Terminal employees will be given an option to place themselves on the St. Louis Yard Roster or the Decatur Yard Roster. Employees failing to make an election will have their names placed on the appropriate St. Louis Terminal seniority roster in accordance with their relative standing.

(b) After such election is made, and not less than ten (10) days prior to coordination of the two (2) facilities, the respective seniority rosters (as outlined in Sections 2 and 3) will be posted for the employees' information and a copy furnished the respective General and Local Chairmen. Thereafter yard assignments at these locations will be filled in accordance with the employees' standing on the new consolidated rosters.

Article 53, Section 11 (Continued)

Section 2 - St. Louis Yard

(a) To the extent compatible with operation of a percentaged seniority roster, the principle of preserving pre-existing Wabash and NKP equity will be observed in constructing new coordinated Yardmen and Firemen St. Louis Terminal Rosters. Following implementation of coordinated operations, such new consolidated seniority rosters will operate in the same manner as though no former identities or equities existed.

(b) In the application of this provision, employees of each former district will preserve relative standing with respect to one another on the new consolidated seniority roster.

(c) In order to carry out the purpose and intent of the foregoing, the following procedure will govern construction of such new rosters.

STEP ONE

In the case of yardmen, the present so-called St. Louis Terminal "C" Roster will be arranged to reflect the respective equities of former Wabash Districts ("E" - 36.28; "W" - 30.31; and "V" - 6.51) versus former NKP (Madison - 26.90).

In the case of firemen-hostlers, the present so-called St. Louis Terminal "C" Roster will be arranged to reflect the respective equities of former Wabash Districts ("W" - 36.82; "E" - 36.28)

Article 53, Section 11 (Continued)

versus former Nickel Plate ("M" - 26.90).

STEP TWO

The present Seniority Roster No. 0469 for yardmen on the Moberly-Vandevanter-Brooklyn-No. St. Louis seniority districts will be purged of yardmen's names that appear on the Step One "C" Roster. The roster thus purged will then be placed at the bottom of such "First Step" "C" Roster.

STEP THREE

In the case of yardmen, the roster resulting from "Step Two" will then be percentaged against and/or into the present Illinois Terminal Consolidated Roster on the basis of 49% Illinois Terminal employees and 51% Norfolk and Western (Wabash-NKP) employees.

(d) In the case of firemen-hostlers, the roster resulting from "Step One" will then be percentaged against and/or into the present Illinois Terminal Consolidated Roster on the basis of 49% Illinois Terminal employees and 51% Norfolk and Western (Wabash-NKP) employees.

(e) The Illinois Terminal employees electing to be placed on the St. Louis Yard Roster will also be placed in seniority order on the bottom of the Moberly Road Roster.

Article 53, Section 11 (Continued)

Section 3 - Decatur Yard

(a) A seniority roster will be established for the purpose of filling regular and extra yard service vacancies within the consolidated Decatur Terminal by integrating the Illinois Terminal employees that have elected to be placed on the Decatur Yard Roster into the respective NW Yard Rosters on the following percentage basis:

Illinois Terminal - Yardmen	14.1%
Norfolk & Western - Yardmen	85.9%
Illinois Terminal - Firemen	9%
Norfolk & Western - Firemen	91%

- NOTE:
1. The above percentages are based on the total man hours worked during the twelve (12) month period June 1980 thru May 1981.
 2. Firemen equity includes all hostler assignments.
 3. Illinois Terminal employees as shown on the Decatur Consolidated Yard Roster will be placed on the bottom of the Brooklyn-Lafayette Districts Road Rosters in Illinois Terminal seniority order and will be identified by the symbol "IT" following their names.

Section 4 - Equity - Road Assignments

(a) Equity - Decatur-St. Louis

The former Illinois Terminal employees will be allocated two (2) crews in the Brooklyn District pool. These employees will be assigned to their aforementioned job allocation in accordance with their standing on the Brooklyn-Lafayette Road Roster.

(b) Equity in regular assignments switch locals operating between Decatur and Springfield.

Article 53, Section 11 (Continued)

In the event there are three (3) regularly assigned switch locals operating between the above-mentioned points, former Illinois Terminal employees will be entitled to one (1) such assignment.

If there are less than three (3) regularly assigned switch locals in this territory and in the event it is necessary to make an equity determination in the above-mentioned area, the parties will meet to resolve the issue.

(c) Equity-Decatur-Maroa-Allentown

The territory between Allentown and Decatur via trackage rights over ICC from Maroa to Decatur will become a part of the Decatur Division, Brooklyn District and regular service will be performed by former Illinois Terminal employees.

(d) Equity in assignments on the Peoria District of the Decatur Division and Allentown-Morton area

In the event it is necessary to make an equity determination in the above-mentioned area, the parties will meet to resolve the issue.

(e) In items a, b, c and d above, Illinois Terminal employees will bid and be awarded these positions in accordance with their standing on the Brooklyn-Lafayette District rosters.

ARTICLE IV

Employees having an employment relationship on the effective date of this agreement will not be required to lose time or utilize

Article 53, Section 11 (Continued)

off-duty time for the purpose of qualifying on physical characteristics within the coordinated territories.

ARTICLE V - Springfield, Illinois

The present IT yard assignment will be abolished. Thereafter yard and industry switching service on the former Illinois Terminal property will be absorbed by NW forces at this point. The IT yard will become a part of present NW switching limits and will be used primarily for storage. The Illiopolis Turn that originates at Springfield will be abolished. Traffic presently being handled by this train to and from the Buffalo and Illiopolis area will be handled in NW Decatur Division trains. The switching limits are defined in ARTICLE II.

ARTICLE VI - Decatur, Illinois

The present IT yard assignment will be abolished. Thereafter yard and industry switching service on the former Illinois Terminal property will be absorbed by NW forces at this point. The IT yard will become a part of present NW switching limits and will be used primarily for storage and switching of industries. The switching limits are defined in ARTICLE II.

Article 53, Section 11 (Continued)

ARTICLE VII - Allentown-Morton-East Peoria, Illinois

The present IT yard assignment will be abolished. The territory will become a part of the NW's Decatur Division, Peoria District and service will thereafter be performed by Decatur Division crews.

The territory between Allentown and Decatur via trackage rights over ICC from Maroa to Decatur will become a part of the Decatur Division, Brooklyn District and service will thereafter be performed by Decatur Division crews.

NOTE: The former IT trackage south of IT MP 156 will become Decatur Division, Brooklyn-Lafayette District. The territory north of MP 156 to Farmdale will become Decatur Division, Peoria District.

ARTICLE VIII - Health and Welfare Coverage

It is understood that NKP and IT employees covered under Travelers Insurance Company Group Policy Contract GA-23000 will continue to be covered thereunder (subject to terms of such contract) in lieu of being covered by the Wabash Memorial Hospitalization Association. Former Wabash employees will continue to be covered by the Wabash Memorial Hospitalization Association.

ARTICLE IX

(a) The labor protective conditions set forth in the New York Dock Railway Control, Brooklyn Eastern District 360 ICC 60(1979) (New York Dock) imposed by the Interstate Commerce Commission in Finance Docket 29455 (Sub-No. 1) and related proceedings, and which are attached and made a part hereof as

Article 53, Section 11 (Continued)

Appendix "A" shall be applicable to both road and yard employees determined to be "displaced employees" or "dismissed employees" as a result of the coordinated operation as set forth herein.

(b) The potential earnings of yard and/or road employees assignments operating at or out of the home terminals of the employees protecting coordinated service or within a thirty (30) mile radius therefrom, will be posted in \$50.00 increments by the Carriers to be used as a guide for employees to evaluate seniority and compensation. Such information will be only for the guidance of protected employees and will not be construed as a guarantee that any assignment will earn the amounts specified.

ARTICLE X

(a) In order that the provisions of the first proviso set forth in Article I, Section 3 of the conditions contained in New York Dock may be properly administered, each employee determined to be a "displaced employee" or a "dismissed employee" as a result of this Agreement who also is otherwise eligible for protective benefits and conditions under some other job security or other protective conditions or arrangements shall, within ten (10) days after having established "displaced" or "dismissed" status under the conditions set forth in New York Dock, elect between the benefits under such other arrangement and this Agreement. This election shall not serve to alter or affect any application of the substantive provisions of Article I, Section 3, of New York Dock II Conditions.

Article 53, Section 11 (Continued)

(b) In the event an employee fails to make such election within the said ten (10) day period, he shall continue to be entitled to the protective benefits under the provisions of such other protective conditions or arrangement, and will not be subject to the protective benefits of this Agreement.

(c) There shall be no duplication of protective benefits receivable by any employee under this Agreement and any other agreement or protective arrangement.

(d) If, subsequent to the effective date of the coordination described herein, Carrier officers, supervisory officials or organization representatives exercise seniority rights in road and/or yard service, then, during the period such seniority is exercised, such persons who meet the definitions of "displaced" or "dismissed" employees in the New York Dock Conditions shall be entitled to the same protection afforded employees in road or yard service in which such seniority is exercised. When determining the "average monthly compensation" for such employees, it is understood that:

1. As to "full time" organization representatives, Carrier officers and supervisory officials who do not work in the class or classes in which they hold seniority while holding office, will have his average monthly compensation and average monthly time paid for calculated by taking the average of the average monthly

Article 53, Section 11 (Continued)

compensation and average monthly time paid for of the two (2) protected employees immediately above and below him on the same seniority roster provided he does not work in his craft twelve (12) months prior to being adversely affected.

2. As to other than "full time" organization representatives, their "average monthly compensation" will first be arrived at as provided in Section 1 above. The "average monthly compensation" as thus determined will then be increased by the amount of 1.2 basic day's pay at the rate of service in which engaged at the time the individual laid off for each date on which the individual lost time (or, in the case of an extra employee, was laying off) to participate in organization business.
3. The dates, and rate of pay applicable to each, on which the individual lost time (or, in the case of an extra employee, was laying off) in order to participate in organization business will be certified by the individual involved and by an officer of his organization and furnished to the designated officer of the Carrier.
 - (e) If subsequent to the effective date of this Agreement, officials or supervisory personnel exercise seniority rights

Article 53, Section 11 (Continued)

in the craft or class of employees protected by this Agreement, no employees subject to this Agreement shall be deprived of the protection afforded herein.

ARTICLE XI

(a) Each "dismissed employee" shall submit to the Carrier a claim with the following information for the month in which he is claiming benefits on a form (sample to be attached) provided by the Carrier and in accordance with the applicable claim or grievance procedures for handling protective conditions:

1. The day(s) claimed by such employee under any unemployment insurance act.
2. The day(s) each such employee worked in other employment, the name and address of the employer and the gross earnings made by the "dismissed employee" in such other employment.

(b) In the event an employee referred to in this ARTICLE XI is entitled to unemployment benefits under applicable law but forfeits such unemployment benefits under any unemployment insurance law because of failure to file for such unemployment benefits (unless prevented from doing so by sickness or other valid causes) for purposes of the application of Subsection (c) of Section 6 of Appendix "A" he shall be considered the same as if he had filed for, and received, such unemployment benefits.

Article 53, Section 11 (Continued)

(c) If the employee referred to in this ARTICLE XI has nothing to report under this ARTICLE XI account not being entitled to benefits under any unemployment insurance law and having no earnings from any other employment, such employee shall submit, within the time period provided for in Section (a) of this ARTICLE XI, the appropriate form stating "Nothing to Report."

ARTICLE XII

An employee whose job is abolished as a result of the transaction or who is displaced by such an employee and becomes unable to secure a position through the exercise of seniority under existing agreements, and is eligible to receive a dismissal allowance, may be offered a position by the Carriers in their craft. (Every effort to be made to limit such offers to adjacent seniority districts). Such employee shall be given thirty (30) days' notice of such offer and must elect one of the following options prior to the expiration of the notice:

1. To accept the offer;
2. Resign from all service and accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936; or
3. To be furloughed without protection during the furlough.

Article 53, Section 11 (Continued)

In the event an employee fails to make such an election, he shall be considered to have exercised option 3.

Employees accepting a job offer pursuant to this ARTICLE XII requiring a change of residence will be subject to the moving and real estate expenses provided in Sections 9 and 12 of the New York Dock Conditions. Employees accepting the offer will be ranked on the appropriate roster as of the date of acceptance.

Employees transferred to other rosters pursuant to this Section will retain seniority rights and recall rights on their previous rosters. If recalled, they shall accept such recall in accordance with the appropriate Agreement or forfeit all seniority on their previous roster. If they accept such recall, they shall forfeit all seniority on the roster to which they had previously accepted transfer. The application of this paragraph shall not involve any expense to the Carrier for moving or real estate costs, or otherwise, unless the employee is furloughed within three years after changing his point of employment, in which case the provisions of Section 9 of Article I of New York Dock will apply.

NOTE: This ARTICLE XII has no application to an employee who is eligible to exercise seniority in any other craft or class in which he holds seniority.

ARTICLE XIII

The signatory parties are in accord that any inadvertent errors, omissions or inclusion in this Coordination Agreement,

Article 53, Section 11 (Continued)

including attachments thereto recognized by the parties as being inconsistent with the purpose and intent of this Agreement, will be corrected, included or deleted as the case may be, to properly reflect the understanding reached through negotiations.

ARTICLE XIV

This Agreement does not impose any restrictions that did not exist on the effective date of this agreement on work rights of any other assignments operating within or through the territory covered by this agreement.

ARTICLE XV

Where the rules of the respective schedule agreements conflict herewith, the provisions of this agreement will apply. Rules or portions thereof, that are not in conflict with this agreement are preserved.

ARTICLE XVI

This agreement will become effective upon 15 days written notice by the Carrier and will fulfill the requirements stipulated in Article 1, Section 4, of the New York Dock II conditions imposed in the Order issued in I.C.C. Finance Docket No. 29455. Nothing in this agreement is intended to diminish the protection in New York Dock II.

Article 53, Section 11 (Continued)

Signed at St. Louis, Missouri, this 19th day of February,
1982.

FOR THE EMPLOYEES:

W. H. Pelton, General Chairman
United Transportation Union-CET

J. J. Hults, General Chairman
United Transportation Union-CET

R. D. Payton, General Chairman (LEW)
United Transportation Union-E

R. S. Metz
R. S. Metz, General Chairman
United Transportation Union-CET

APPROVED:

C. L. Kidwell
C. L. Kidwell, Vice President
United Transportation Union

H. G. Kenyon, Vice President
United Transportation Union

1/W-008/rdk

FOR THE CARRIERS:

R. D. Kidwell
R. D. Kidwell
System Director Labor Relations

Article 53, Section 11 (Continued)

MONTHLY CLAIM FORM
NORFOLK AND WESTERN RAILWAY COMPANY
(For Use by Employees Filing For Benefits Under NYD II)

Mr. _____, Employing Officer _____ Location _____

Pursuant to Memorandum Agreement dated _____, Section 1a of the Interstate Commerce Act and Interstate Commerce Commission Decision Docket No. 29455, Service Date June 22, 1981, claim is hereby filed on the basis that I am a [] "Displaced" or [] "Dismissed" employee as a result of the transaction. In accordance with the protective provisions proscribed by the Interstate Commerce Commission, I am entitled to an adjustment in compensation received for the month of _____ 19____.

Date protected period: Commenced _____, 19____; Ends _____ 19____.

The following information is furnished in order that computation may be made of compensation due me, if any, under this claim:

1. My average monthly compensation is.....\$ _____
2. My average monthly hours paid for are.....: _____
3. During the month of _____, 19____:
 - (a) My gross total compensation from NW was.....\$ _____
and my total hours paid for were.....
 - (b) My gross total compensation from employment other than NW was.....\$ _____
(Statement of outside earnings from any or all sources is attached. This item applies to "dismissed" (furloughed) employees only.)
 - (c) I received unemployment benefits totaling.....\$ _____
 - (d) I was on vacation from _____ to _____, inclusive.
 - (e) Position from which displaced. Title: _____
Location: _____
 - (f) I was unavailable for service during the claim month:

Date	Reason	Date	Reason
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- (g) I failed to exercise my seniority to the following service which would have produced greater compensation: _____

(If additional space is needed, please use the reverse side of this form.)

Article 53, Section 11 (Continued)

I hereby certify that the above information is true and correct.

Signed: _____ Occupation: _____

Location: _____ SSA No. _____ Date _____

STATEMENT MUST BE FILED WITHIN SIXTY DAYS AFTER END OF CLAIM MONTH

3/M-043/rdh

February 18, 1982

Mr. W. H. Pelton
Mr. J. J. Hults
Mr. R. S. Metz
Mr. R. D. Payton

Gentlemen:

This will confirm our understanding that the following will be effective with the coordination of NW and IT operations.

Copies of the Coordination Agreement signed today will be made available by the Carriers to all employees working in coordinated service.

In the application of the "Labor Protective Conditions" (Attachment "A"), any employee whose regular assignment is abolished on or about the effective date of this agreement as a result of implementation of this coordinated service, plus all employees who are in turn displaced by such employees, will be recognized as having established as valid basis for protective benefits if "placed in a worse position with respect to his compensation." The foregoing is not intended to imply automatic certification to employees so recognized.

Very truly yours,



R. D. Kidwell
System Director Labor Relations
Norfolk and Western Railway Company

cc: Mr. C. L. Caldwell
Mr. H. G. Kenyon

Article 53, Section 11 (Continued)

Letter No. 2

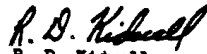
February 18, 1982

Mr. W. H. Felton
Mr. J. J. Hults
Mr. R. S. Metz
Mr. R. D. Payton

Gentlemen:

In the application of Article X of the Agreement coordinating NW and IT forces it is understood that the ten (10) day time limit referred to therein will not commence until the Carrier confirms in writing that the individual employee making claim is entitled to a "displacement" or "dismissal" allowance, furnishing sufficient information for the employee to make his election as to which protective arrangement he wishes to be applied.

Very truly yours,



R. D. Kidwell
System Director Labor Relations
Norfolk and Western Railway Company

cc: Mr. C. L. Caldwell
Mr. H. G. Kenyon

February 18, 1982

Mr. W. H. Pelton
Mr. J. J. Hults
Mr. R. S. Metz
Mr. R. D. Payton

Gentlemen:

In the application of Article III, Section 2(e), of the Agreement providing for the coordination of NW and IT forces, it is understood that:

(1) The Illinois Terminal employees will not be required or forced to accept an assignment in road service on the Moberly Division where the reporting for duty point is more than thirty (30) miles from Luther Yard.

(2) It is understood that employees' compliance with Section 2(e)(1), above, will not be offset or any protection entitlement reduced as a result of their failure to accept such assignment.

Very truly yours,

R. D. Kidwell

R. D. Kidwell
System Director Labor Relations
Norfolk and Western Railway Company

cc: Mr. C. L. Caldwell
Mr. H. G. Kenyon

Finance Docket No. 28250

APPENDIX III

Labour protective conditions to be imposed in railroad transactions pursuant to 49 U.S.C. 11343 ~~et seq.~~ [formerly sections 5(2) and 5(3) of the Interstate Commerce Act], except for trackage rights and lease proposals which are being considered elsewhere, are as follows:

1. Definitions.-(a) "Transaction" means any action taken pursuant to authorizations of this Commission on which these provisions have been imposed.

(b) "Displaced employee" means an employee of the railroad who, as a result of a transaction is placed in a worse position with respect to his compensation and rules governing his working conditions.

(c) "Dismissed employee" means an employee of the railroad who, as a result of a transaction is deprived of employment with the railroad because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of a transaction.

(d) "Protective period" means the period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of 6 years thereafter, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employee was in the employ of the railroad prior to the date of his displacement or his dismissal. For purposes of this appendix, an employee's length of service shall be determined in accordance with the provisions of section 7(a) of the Washington Job Protection Agreement of May 1936.

2. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of the railroad's employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.

3. Nothing in this Appendix shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided, that if an employee otherwise is eligible for protection under both this Appendix and some other job security or other protective conditions or arrangements, he shall elect between the benefits under this Appendix and similar benefits under such other arrangement and, for so long as he continues to receive such benefits under the provisions which he so elects, he shall not be entitled to the same type of benefit under the provisions which he does not so elect; provided further, that the benefits under this Appendix, or any other arrangement, shall be construed to include the conditions,

Article 53, Section 11 (Continued)

Finance Docket No. 28490

responsibilities and obligations accompanying such benefits; and, provided further, that after expiration of the period for which such employee is entitled to protection under the arrangement which he so elects, he may then be entitled to protection under the other arrangement for the remainder, if any, of this protective period under that arrangement.

A. Notice and Agreement or Decision - (a) Each railroad contemplating a transaction which is subject to these conditions and may cause the dismissal or displacement of any employees, or rearrangement of forces, shall give at least ninety (90) days written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of the railroad and by sending registered mail notice to the representatives of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be effected by such transaction, including an estimate of the number of employees of each class affected by the intended changes. Prior to consummation the parties shall negotiate in the following manner.

Within five (5) days from the date of receipt of notice, at the request of either the railroad or representatives of such interested employees, a place shall be selected to hold negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this appendix, and these negotiations shall commence immediately thereafter and continue for at least thirty (30) days. Each transaction which may result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces from all employees involved on a basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this section 4. If at the end of thirty (30) days there is a failure to agree, either party to the dispute may submit it for adjustment in accordance with the following procedures:

(1) Within five (5) days from the request for arbitration the parties shall select a neutral referee and in the event they are unable to agree within said five (5) days upon the selection of said referee then the National Mediation Board shall immediately appoint a referee.

(2) No later than twenty (20) days after a referee has been designated a hearing on the dispute shall commence.

(3) The decision of the referee shall be final, binding and conclusive and shall be rendered within thirty (30) days from the commencement of the hearing of the dispute.

Article 53, Section 11 (Continued)

Finance Budget No. 28250

(4) The salary and expenses of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(5) No change in operations, services, facilities, or equipment shall occur until after an agreement is reached or the decision of a referee has been rendered.

5. Displacement Allowance - (a) So long after a displaced employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall, during his protective period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

Each displaced employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of his displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period), and provided further, that such allowance shall also be adjusted to reflect subsequent general wage increases.

If a displaced employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) in which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absence to the extent that he is not available for service equivalent to the average monthly time during the test period, but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(b) If a displaced employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for justifiable cause.

Article 53, Section 11 (Continued)

Finance Budget No. 28250

6. Dismissal Allowance. - (a) A dismissed employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall also be adjusted to reflect subsequent general wage increases.

(b) The dismissal allowance of any dismissed employee who returns to service with the railroad shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of section 5.

(c) The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the railroad shall agree upon a procedure by which the railroad shall be currently informed of the earnings of such employee in employment other than with the railroad, and the benefits received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible after appropriate notification, if his return does not infringe upon the employment rights of other employees under a working agreement.

7. Separation Allowance. - A dismissed employee entitled to protection under this appendix, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this appendix) accept a lump sum payment computed in accordance with section 9 of the Washington Job Protection Agreement of May 1936.

8. Fringe Benefits. - No employee of the railroad who is affected by a transaction shall be deprived, during his protection period, of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the railroad, in active or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Article 53, Section 11 (Continued)

Amended Sheet No. 26250

9. **MOVING EXPENSES.**—Any employee retained in the service of the railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction, and who within his protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects for the traveling expenses of himself and members of his family, including living expenses for himself and his family and for his own actual wage loss, not to exceed 3 working days, the exact amount of the responsibility of the railroad during the time and the ways and means of transportation to be agreed upon in advance by the railroad and the affected employee or his representative; **PROVIDED,** however, that changes in place of residence which are not a result of the transaction, shall not be considered to be within the purview of this section; **EXCEPTED** further, that the railroad shall, to the same extent provided above, assume the expenses, if others, for any employee transferred with three (3) years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claim for reimbursement shall be paid under the provision of this section unless such claim is presented to railroad within 90 days after the date on which the expenses were incurred.

10. Should the railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employee of benefits to which he otherwise would have become entitled under this appendix, this appendix will apply to such employee.

11. **ARBITRATION OF DISPUTES.**—(a) In the event the railroad and its employees or their authorized representatives cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this appendix, except sections 4 and 12 of this article I, within 30 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or the highest officer designated by the railroad, as the case may be, shall be deemed the selected member and the committee shall then function and its decisions shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree to a method by which a neutral member shall be appointed. Failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.

Article 53, Section 11 (Continued)

House Document No. 28250

(b) In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the railroad will be entitled to appoint additional representatives so as to equal the number of labor organization representatives.

(c) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(d) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(e) In the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the railroad's burden to prove that factors other than a transaction affected the employee.

12. Losses from home removal. - (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the railroad (or who is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment within his protective period as a result of the transaction and is therefore required to move his place of residence:

(i) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by the railroad for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the date of the transaction so as to be unaffected thereby. The railroad shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other person.

(ii) If the employee is under a contract to purchase his home, the railroad shall protect him against loss to the extent of the fair value of equity he may have in the home and in addition shall relieve him from any further obligation under his contract.

(iii) If the employee holds an unexpired lease of a dwelling occupied by him as his home, the railroad shall protect him from all loss and cost in securing the cancellation of said lease.

b) Changes in place of residence which are not the result of a transaction shall not be considered to be within the purview of this section.

Article 53, Section 11 (Continued)

Finance Booklet No. 28250

(c) No claim for loss shall be paid under the provisions of this section unless such claim is presented to the railroad within 1 year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or their representatives and the railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner. One to be selected by the representatives of the employees and one by the railroad, and these two, if unable to agree within 30 days upon a valuation, shall endeavor by agreement within 10 days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the National Mediation Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

ARTICLE II

1. Any employee who is terminated or furloughed as a result of a transaction shall, if he so requests, be granted priority of employment or reemployment to fill a position comparable to that which he held when his employment was terminated or he was furloughed, even though in a different craft or class, on the railroad which he is, or by training or retraining physically and mentally can become, qualified, not, however, in contravention of collective bargaining agreements relating thereto.

2. In the event such training or retraining is requested by such employee, the railroad shall provide for such training or retraining at no cost to the employee.

3. If such a terminated or furloughed employee who had made a request under Section 1 or 2 of the Article II fails without good cause within 10 calendar days to accept an offer of a position comparable to that which he held when terminated or furloughed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such 10-day period, forfeit all rights and benefits under this appendix.

Article 53, Section 11 (Continued)

Finance Budget No. 28250

ARTICLE III

Subject to this appendix, an if employees of railroad, shall be employees, if affected by a transaction, of separately incorporated terminal companies which are owned (in whole or in part) or used by railroad and employees of any other enterprise within the definition of common carrier by railroad in section 1(3) of part 1 of the Interstate Commerce Act, as amended, in which railroad has an interest, to which railroad provides facilities, or with which railroad contracts for use of facilities, or the facilities of which railroad otherwise uses; except that the provisions of this appendix shall be suspended with respect to each such employee until and unless he applies for employment with each owning carrier and each using carrier; provided that said carriers shall establish one convenient central location for each terminal or other enterprise for receipt of one such application which will be effective as to all said carriers and railroad shall notify such employees of this requirement and of the location for receipt of the application. Such employees shall not be entitled to any of the benefits of this appendix in the case of failure, without good cause, to accept comparable employment, which does not require a change in place of residence, under the same conditions as apply to other employees under this appendix, with any carrier for which application for employment has been made in accordance with this section.

ARTICLE IV

Employees of the railroad who are not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under these terms and conditions.

In the event any dispute or controversy arises between the railroad and an employee not represented by a labor organization with respect to the interpretation, application or enforcement of any provision hereof which cannot be settled by the parties within 30 days after the dispute arises, either party may refer the dispute to arbitration.

ARTICLE V

1. It is the intent of this appendix to provide employee protections which are not less than the benefits established under 49 USC 11347 before February 3, 1976, and under section 365 of title 45. In so doing, changes in wording and organization from arrangements earlier developed under those sections have been necessary to make such benefits applicable to transactions as defined in article 1 of this appendix. In making such changes, it is not the intent of this appendix to diminish such benefits. Thus, the terms of this appendix are to be resolved in favor of this intent to provide employee protections and benefits no less than those established under 49 USC 11347 before February 3, 1976 and under section 365 of title 45.

2. In the event any provision of this appendix is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this appendix shall not be affected.

The following rules are recognized as NW (former Wabash) rules to be applicable as indicated in the consolidated St. Louis and Decatur Terminals and the Decatur Division, Brooklyn District, only:

RULES FOR YARDMEN (Groundmen)

1. Section 3, General Re-assignments of Appendix 34-A of the Wabash Schedule for Yardmen dated November 1, 1976, is deleted in its entirety, and the following will be applicable:

NKP - "When yardmen desire different assignments, such changes will be made only on the 1st and 16th days of the month, and yardmen desiring such changes shall give not less than 48 hours' written notice to the proper Carrier officer prior to the starting time of the assignment desired, except that this paragraph shall not prevent a yardman from exercising his seniority under the rules, rest period permitting, at any time he is (1) displaced, or (2) when his position is abolished, or (3) when new regular assignment is established, or (4) when vacancy of indefinite length on existing assignment has been open for at least

three days, or (5) when his assignment is laid in as provided in 4(a) below.

Example - Man working on a 7:00 a.m. assignment and desiring an 8:00 a.m. assignment, change to be made on the 16th day of the month, will notify the proper Carrier officer in writing not later than 8:00 a.m. on the 14th, will work the 7:00 a.m. assignment on the 15th, and will take the 8:00 a.m. assignment on the 16th, provided his seniority permits."

2. Section 11(b) of Appendix 34-A of the Wabash Schedule for Yardmen dated November 1, 1976, is deleted in its entirety, and the following will be applicable:

"Extra yardmen will be called between two or two and one-half hours to the time they are required to report for duty, provided they can be reached by telephone without additional expense to the Carrier."

3. Paragraph T. of Article 12 of the Wabash Schedule for Yardmen dated November 1, 1976, is deleted in its entirety, and the following will be applicable:

MKP -

"YARD WORK

Except as otherwise provided in this agreement, at points where yard engines are employed the following shall be considered as yard work and shall be performed by yardmen at not less than yard rates:

1. Switching of all freight and passenger equipment within the defined switching limits;
2. The transfer of all freight and passenger equipment operating exclusively within the defined switching limits;
3. The handling of all construction and/or maintenance of way work trains when such work is exclusively within the defined switching limit;
4. Relief trains or milk trains operating exclusively within the defined switching limits;
5. All pilot service operating exclusively within the defined switching limits;

U. Flag protection when
required in general construction
work within the defined switching
limits."

4. Paragraph K. of Article 12 of the Wabash Schedule for Yardmen dated November 1, 1976, is deleted in its entirety, and the following will be applicable:

NKP -

"ANNULMENT OF ASSIGNMENTS

(a) Regularly assigned yard engines may be laid in temporarily in order to conform to service requirements, in which case the yardmen so affected shall be notified before going off duty and shall have the right to work on any other engine on the same calendar day their engine is laid in on which their seniority and rest periods will permit, including positions on an extra assignment in preference to junior yardmen from the extra list. Exercise of these rights shall be considered exercise of seniority as provided in item 1 of this Appendix "B," and no claims for time account engines laid in shall be made.

(b) A yardman whose assignment has been laid in as provided in Paragraph (a) of this

rule who wishes to work on another engine, rest period and seniority permitting, will advise the crew dispatcher or yardmaster as the case may be where he wishes to work before or immediately after going off duty so that crew dispatcher or yardmaster may notify all other yardmen affected, except when an extra engine is to be worked on a day that a regularly assigned yard engine is laid in, yardmen assigned to the engine laid in will be called and given an opportunity to work the extra engine if they are available and so desire and have not worked on any other engine on that same calendar day.

(c) When a regular yard assignment is abolished, the crew members will be notified before going off duty that their assignment is being abolished on completion of their tour of duty."

In addition to the above, it is agreed:

1. Yard Foremen on assignments reporting at A. O. Smith Yard on the second and third shifts will be allowed the footboard yardmaster rate of pay.
2. Carrier shall be permitted to advertise Shell Oil Company plant as the designated on and off duty point for crews assigned to provide service at the Shell Oil Company industrial plant facilities at Koxana, Illinois. Specifically, crews shall go on and off duty at the building described generally as the former guard station adjacent to the IT Main Line

between IT Roxana new and old yards which is presently being utilized by Illinois Terminal clerical and maintenance forces.

Former IT yardmen only going on and off duty at the Shell Oil Company plant shall be allowed a thirty (30) minute pro rata arbitrary payment for each tour of duty on such assignments, such payment to be separate and apart from all other earnings for that tour of duty.

3. EXTRA MEN LAYING OFF

This will confirm that the practice on the Illinois Terminal Railroad concerning men on the extra board laying off is that the Company does permit extra men to lay off and miss calls so long as there are sufficient extra men available to protect the service.

In case of emergency or sickness, extra men are permitted to lay off.

This rule and the interpretation thereto is only applicable to former IT employees (road and yard).

4. REGULAR YARDMAN LAYING OFF

When regular yardman requests to lay off and extra men are available and the request is not granted, extra man next in service will receive the same compensation as the regular man received. This rule is only applicable to former IT yardmen and will not apply unless there are sufficient extra men available to fill the remaining known vacancies on the day in question.

In the application of the above provisions, the Company shall designate a representative at each extra board point or location to whom the employees will report for lay off or mark up. In the application and handling of such provisions, Company representatives shall not discriminate in granting requests to be off. This interpretation and its application shall not be changed except by agreement.

ROAD AND YARD RULES

(Applicable to conductors, trainmen, yardmen, firemen and hostlers.)

Hearings and Discipline

Section 1

"NKP" (a) Employees will not be disciplined, suspended, dismissed, nor have any entry made against their personal record without first being given a fair

and impartial hearing.

NOTE: The above will not prevent an employee from agreeing to waive a formal hearing and accept responsibility and discipline issued in connection therewith.

(b) When hearings are to be held, the employee whose presence is required thereat shall be given a written notice prior to such hearing, such notice to contain advice as to cause of and the time, date and location set for the hearing and he shall have the right to be represented by a representative of his own choice and may summon witnesses who shall have a fair and impartial examination. In case of conflicting testimony those whose evidence conflicts may be examined together.

(c) The hearing will be held within ten (10) days of the date of the occurrence. In cases involving any criminal charges or failure to make out a personal injury report as prescribed in the rules, the ten (10) days will apply after the date the occurrence is made known to the Company. Employees or the Company shall have the right to request postponement for valid reasons.

(d) Within fifteen (15) days after the hearing is completed, unless an extension is agreed to with the employee involved, any employee found to be at fault shall be notified in writing of the decision

made. Copy of decision will be furnished his hearing representative.

(e) If the accused employee is dissatisfied with the decision following hearing, he or his representative shall have the right to appeal to the next higher officer. Appeals shall be handled in accordance with the provisions of the agreement covering the handling of claims and/or grievances. Requests for payment for time lost may be included in the first appeal to the higher officer referred to herein.

(f) In case the suspension, dismissal, or censure is found to be unjust, such employee shall have entry removed from his record and if suspended or dismissed he shall be reinstated and paid for time lost.

(g) Copy of the transcript will be promptly furnished to the accused and his representative, it being understood that no time limit on appeals shall begin to run prior to the time the transcript is in the hands of the accused.

Section 2

(a) Regularly assigned employees, who are required to attend a hearing at the request of the Company and do not lose time on their assignment will, if

found not to be at fault, be allowed pro rata rate of their regular assignment for the actual time so in attendance with a minimum of two (2) hours, this time to commence at the time the employee is required to and does report for the hearing and to continue until released with a maximum of eight (8) hours on any calendar day. Employees assigned to an extra list who are required to attend a hearing at the request of the Company when not on duty and are not required to lose their place on extra list will, if found not to be at fault, be allowed the rate of pay applicable to the class of service last performed for the actual time so in attendance with a minimum of two (2) hours, this time to commence at the time the employee is required to and does report for the hearing and to continue until released with a maximum of eight (8) hours on any calendar day. In addition, when employees are required to deadhead from their home terminal to the point where hearing is to be held, they will be compensated therefor under the road dead-head rules.

(b) When regularly assigned employees are so used and are found not to be at fault and they lose time on their assignment they will be paid under this

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

(c) The Company will arrange to mark off employees when necessary for the purpose of attending hearings. Employees who are marked off to attend hearings must mark up at the close of the hearings.

(d) Failure of an employee to appear at investigation or hearing after receipt of proper notification as provided herein, except when prevented by causes beyond his control, shall be considered sufficient reason for his dismissal from service.

FIREMEN AND HOSTLERS

1. Section 13, Rule 15 of the Wabash Schedule for Firemen and Hostlers dated March 1, 1953, as amended, is deleted in its entirety, and the following will be applicable:

"Called and Released

I.T. - When firemen are called and report and for any reason other than their own acts do not go out, they will be allowed one minimum day with overtime after eight hours according to class of service and engine called for and marked last out."

2. Section 1 of Rule 25 of the Wabash Schedule for Firemen and Hostlers dated March 1, 1953, as amended, is changed to read as follows:

"Callers

WAB - Sec. 1. Callers will be kept at points where it is necessary to call Firemen-Helpers; Firemen-Helpers to be called at regular registered residence or at some arranged place elsewhere up to a specified time between two (2) hours and two (2) hours and thirty (30) minutes before engine is to leave roundhouse track. Each Fireman-Helper called will sign a call book, which will show the time called and departure time of train for which called. Distance for calling not to exceed one and one-half (1½) miles. No distance limit for Firemen-Helpers accessible by telephone.

Yard Firemen-Helpers will be called upon request. (See Appendices 75(a) and 91)."

3. The second paragraph of Section 3 of Rule 31 of the Wabash Schedule for Firemen and Hostlers dated March 1, 1953, as amended, is deleted in its entirety, and the following will be applicable:

NKP - "In all classes of service, a fireman after having been on an assignment for a period of 30 days may exercise displacement rights according to his seniority rights in each class by giving not less than 72 hours advance notice in writing of the date on which he desires to make the change. A fireman failing to bid for a run open to his choice by reason of seniority rights, forfeits thereby no seniority rights, but he cannot thereafter claim the run in question under this rule for a period of 30 days after assignment has been made. The firemen's extra list is to be considered as an assignment for the purpose of applying this rule."

4. Exchange of Engines

(Applicable on St. Louis and Decatur Terminals and the Brooklyn District of the Decatur Division.)

(1) Firemen in road service required to exchange engines at any point during their tour of duty will be allowed one hour at one-eighth of the daily rate (thirty (30) minutes if being paid the yard rate of pay) according to class of engine used, in addition to all other allowances for the day or trip each time such change of engines is made, except that this special allowance will not apply:

(a) When engines are exchanged by or with a fireman called for the specific purpose of peddling or exchanging engines.

(b) When firemen regularly exchange engines in accordance with their regular assigned or programmed work.

(c) When engines are exchanged account engine failure, or repairs, except it will apply to road firemen if their good engine is given to another crew at any point between terminals and they are required to handle the defective engine to a terminal. Except as covered by Paragraphs (a) and (b), the arbitrary payment will also apply to firemen

required to exchange such engines on the dock track for a good engine at any point between terminals account repairs.

(d) To either crew involved when engines are exchanged before departure at terminals in order that one crew may leave ahead of another or account engine failure

(e) To either crew involved when engines are exchanged account engines not permitted to operate over track to be used by the train or after moving over such track.

(f) When engines are exchanged before leaving dock, provided they have not been moved on the dock track by the road engine crew in accordance with instructions or signals before they are instructed to exchange engines.

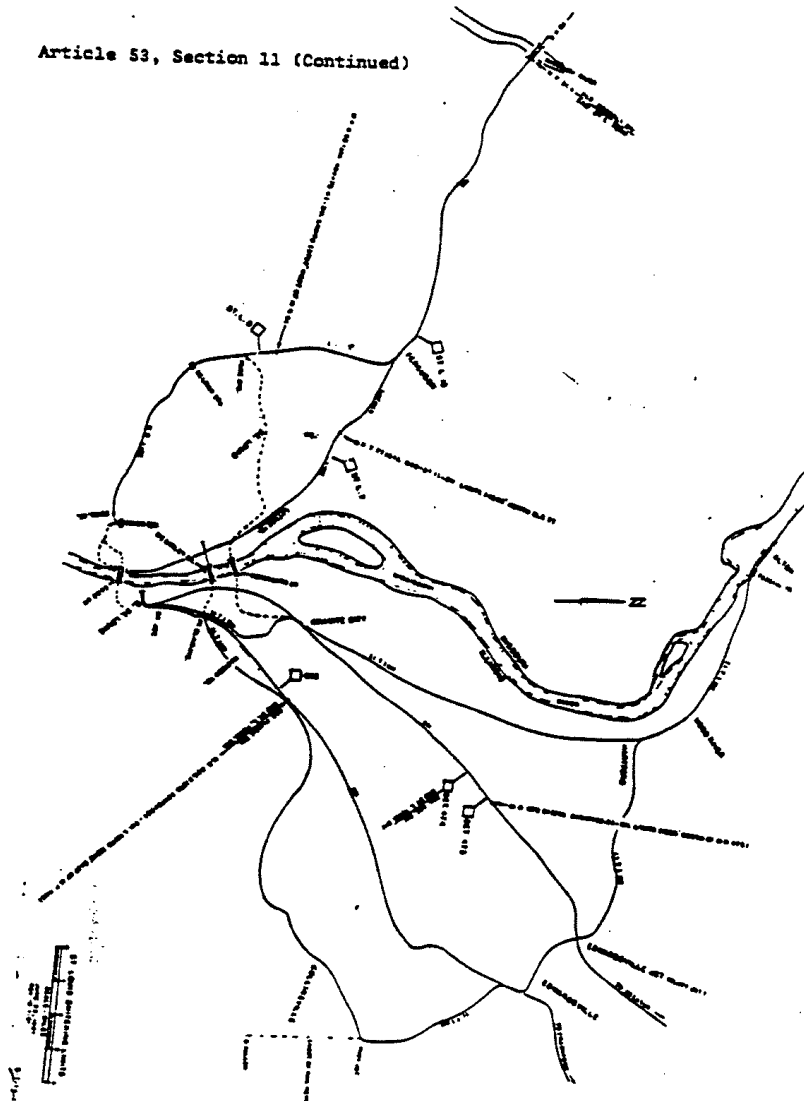
(g) When engines are exchanged at a terminal where new day starts.

(2) A yard fireman required to exchange engines during his tour of duty will be allowed 30 minutes at pro rata rate according to class of engine used in addition to all other allowances for the tour of duty each time such change is made. This allowance will not apply when engines are exchanged by or with a

fireman called for the specific purpose of peddling or exchanging engines, when engines are exchanged before leaving roundhouse dock track, or when engines are exchanged account engine failure.

(3) This rule is subject to existing national rules dealing with exchange of engines and the interpretations that have been placed on the rule on the former Nickel Plate Road.

Article 53, Section 11 (Continued)



APPENDIX "C"

THE FOLLOWING QUESTIONS AND ANSWERS CONSTITUTE AGREED-UPON INTERPRETATIONS OF AGREEMENT COVERING COORDINATION OF NW AND IT OPERATIONS:

- Q. 1. Must a "Displaced Employee" exercise his seniority to an equal or higher-paying job to which he would be entitled in order to qualify for displacement allowance?
- A. Not necessarily. However, a "Displaced Employee" failing to do so will be treated for purposes of the guarantee as occupying an available higher paying position, subject to application of the one-for-one principle as set forth in Question and Answer 4.
- Q. 2. Is an employee hired after the effective date of the coordination agreement eligible for protection under this agreement under any circumstances?
- A. Yes, provided subsequent action taken by the carriers, pursuant to authorization in F. D. 29455 results in such employee attaining status as a "Displaced Employee" or a "Dismissed Employee."
- Q. 3. Assuming the coordination of operations covered by this agreement is effective July 1, 1982. An employee attains status as a "Displaced Employee", as a result of the coordination on March 1, 1983. When does his protection expire?
- A. Six (6) years from the month in which such employee is determined to be a "Displaced Employee." However, the protective period for any particular employee shall not continue for a longer period following the date he was "displaced" or "Dismissed" than the period during which such employee was in the employ of the railroad prior to the date of his "displacement" or his "dismissal."
- Q. 4. A job is available to more than one protected employee with higher posted earnings than any of their guarantees. Will the earnings of the higher, posted assignment be charged against the guarantees of all such employees?
- A. No more than one protected employee will be treated at any one time as occupying a higher rated position held by a junior man. That is to say, the senior employee who is not earning his guarantee will be treated as occupying the position producing the highest earnings, the second such senior employee will be treated as occupying the position producing the second highest earnings, and so forth.

Article 53, Section 11 (Continued)

- Q. 5. An employee performs service as Extra Yardmaster, both prior to and subsequent to the effective date of the coordination. How will such service be computed?
- A. (1) Such service and time prior to the coordination shall be included in the test-period computations.
- (2) Compensation for such service and time paid for subsequent to the coordination shall be applied against the test-period guarantee.
- Q. 6. Is it necessary that an employee be displaced from his assignment or position in order to establish eligibility for protective benefits under New York Dock?
- A. No, provided it can be shown that as a result of the involved "Transaction" such employee "is placed in a worse position with respect to his compensation."
- Q. 7. An employee with a guarantee of \$1,900 per month fails to exercise seniority to obtain a position with posted earnings of \$1,900-\$1,950. In a particular month, he earns \$1,850. What payment, if any, would be due?
- A. None, subject to the one-for-one principle. See Q and A 4.
- Q. 8. Employee Jones' guarantee is \$1,800 per month, and he claims a job with posted earnings of \$1,800-\$1,850 per month. A junior employee, Smith, has guarantee of \$1,700 per month and claims a job with posted earnings of \$1,850-\$1,900 a month. In a month, Jones has earnings of \$1,750 and Smith earns \$1,875 in the same month. Can the job to which Smith is assigned be charged against Jones?
- A. No. Jones fulfilled his obligation by exercising seniority to an assignment with posted earnings exceeding his guarantee. Provided Jones met all other requirements, he will be due \$50.

EXAMPLES

Jones is senior to Smith and their respective test period monthly components are as follows:

(Jones)	Average monthly compensation...	\$1,600.00
	Average monthly time paid for...	200 hours
	Monthly average hourly rate*...	8.00
(Smith)	Average monthly compensation...	\$1,550.00
	Average monthly time paid for...	190 hours
	Monthly average hourly rate*...	8.16

* For computation of earnings lost due to voluntary absences only.

Article 53, Section 11 (Continued)

- Q. 9. Jones was available for service the entire month and worked 210 hours and earned \$1,680. What compensation would be due Jones?
- A. The \$1,680 he earned.
- Q. 10. Jones was available for service the entire month and worked 190 hours and earned \$1,575. What compensation would be due Jones?
- A. His earnings of \$1,575 plus \$25, or \$1,600, the amount of his monthly earnings guarantee.
- Q. 11. Jones marked off two (2) days (his assignment worked 8 hours on each of the two days) during the month and worked 190 hours and earned \$1,575. What compensation is due Jones?
- A. He is only due \$1,575, his actual earnings, as he was not available for service equivalent to his base period of 200 hours; hence, 200 hours minus 190 hours leaves 10; 10 hours times his \$8 hourly rate equals \$80, which amount is deductible from the \$1,600 monthly guarantee.
- Q. 12. Jones marked off two (2) days (his assignment worked 8 hours on each of the two (2) days) during the month and worked 195 hours and earned \$1,550. What compensation would be due?
- A. His earnings of \$1,550 plus \$10, or \$1,560 calculated as follows: \$1,550 plus \$50 minus \$40 (200 hours minus 195 hours equals 5 hours times \$8 equals \$40 to be deducted.)
- Q. 13. Jones marked off two (2) days during the month and worked 170 hours and earned \$1,500. What compensation is due?
- A. \$1,500 as the calculation of his monthly guarantee, with deductions for two days' absence, resulted in less than his actual earnings, i.e., 16 hours (hours his assignment worked on the two off days) times \$8 equals \$128. \$1,600 minus \$128 equals \$1,472.
- Q. 14. Jones, during the month, earned \$1,555 while during the same period Smith earned \$1,595. In the premise that they met the necessary requirements for the full guarantee allowances, could the earnings of Smith be used against the claim of Jones for \$45?
- A. No, provided Jones has exercised seniority according to the bulletin listing average job earnings. If Jones did not exercise seniority to the position held by Smith in accordance with bulletin listing the average job earnings he would only be entitled to \$5 under his guarantee.

Article 53, Section 11 (Continued)

- A. No, provided such employee attends the investigation or court as a witness for the Carrier or, in the case of an investigation, attends as a charged employee and no discipline is assessed as a result thereof.
- Q. 20. If an employee elects to accept the protective conditions of this Agreement while otherwise eligible for protection under a former protective arrangement or agreement, will such employee resume protection under the former agreement at the expiration of the protective period under this Agreement?
 - A. Yes, provided protection under the former agreement has not been exhausted or expired.
- Q. 21. What is the meaning of "change in residence?"
 - A. A "change in residence" as referred to in Section 5(b) and 6(d) of New York Dock shall only be considered "required" if the reporting point of the employee would be more than thirty (30) normal highway miles, via the most direct route, from the employee's point of employment at the time affected, and the normal reporting point is farther from the employee's residence than his former point of employment.
- Q. 22. Do Sections 9 and 12 of Article I also apply in the case of a "required" change of residence in the exercise of seniority on the employee's own seniority district?
 - A. Yes, provided the employee cannot hold a position which does not require a change of residence and has been instructed by the carrier to so exercise his seniority.

Article 53, Section 11 (Continued)

- O. 15. Jones worked his average monthly hours (200), but in such period did not earn his average monthly compensation. During the month Jones marked off for two days. May the Carrier make deduction for the days Jones was off?
- A. No deduction would be made as Jones worked his average monthly hours during the month.
- Q. 16. A job is advertised and the potential earnings are not posted. Jones is the successful bidder and earns \$1,550 during the month. Could the earnings of any assignment with either higher or lower earnings be charged against Jones?
- A. No, since the potential earnings of the job were not posted Jones would be entitled to \$1,550 plus \$50, or \$1,600, the amount of his monthly earnings guarantee, provided he met all other requirements. When the potential earnings of the job are posted, Jones would then be expected to place himself on a higher-paying position, in accordance with normal bidding or displacement rules at his first opportunity, subject to principles outlined in Q and A 1.
- Q. 17. May an employee called and used as an emergency conductor or engineer, as the case may be, be charged with a loss of earnings on his regular assignment or with higher posted earnings on other assignments account of being so used?
- A. No, as he is protecting his seniority as conductor or engineer in accordance with the requirements of the applicable Agreement.
- Q. 18. How is vacation pay treated in computing guarantees under this Agreement?
- A. Hours of compensation for days on vacation during a calendar month are treated, for the purposes of the guarantee, the same as any other compensation and hours creditable to that month. Thus, if a vacation falls entirely within one month, the compensation and hours shall be treated as all other compensation and hours creditable to that month. However, when a vacation commences in one month and ends in another, the vacation compensation and hours will be proportioned between the months in accordance with the number of vacation days falling in each month.
- Q. 19. In computing monthly guarantees, may a protected employee be charged with voluntary absence when directed or summoned by the Company to attend investigation or court?

I N D E X

ARTICLE 54 - DETROIT, MICHIGAN

- Sec. 1.-----Establishment of Master Board
- Sec. 2.-----Form of Job Advertisement - Bulletins - Bids
- Sec. 3.-----Bulletining Provisions.
- Sec. 4.-----Displacements
- Sec. 5.-----Laying Off
- Sec. 6.-----Reporting After Laying Off.
- Sec. 7.-----Exercise of Seniority prohibited when assignment annulled on a Holiday.
- Sec. 8.-----Temporary Vacancies - Foremen - Pilots.
- Sec. 9.-----Extra Board - Extra Yardmen.
- Sec. 10.-----Sub-List Boards - Regularly assigned Yardmen.
- Sec. 11.-----Called and Released - Payment employee entitled to when called to fill vacancy and not used and/or called and used.
- Sec. 12.-----Records
- Sec. 13.-----Extra Yardmen - sent from Detroit Extra Board to fill temporary vacancies at Adrian Yard.

ARTICLE 54
DETROIT, MICHIGAN

Sec. 1. - Memorandum of Agreement signed November 30, 1967,
Effective January 3, 1968

(a) A master board (block board) will be established and maintained at Oakwood listing all assignments in the Detroit Terminal showing the position of all yardmen marked on their respective assignments and all yardmen off for any reason.

(b) An additional board will be maintained at Oakwood locked under glass showing all regular and relief assignments, yardmen comprising each sub-list board and yardmen assigned to the extra board and will be corrected once each day between 12:00 noon and 2:00 p.m.

(c) A typewritten list will be posted each day at 12:00 noon and locked under glass adjacent to the block board showing the standing of yardmen marked on the sub-list and extra boards.

Sec. 2. - Form of Job Advertisement Bulletins and Bids

(a) In bulletining new assignments or permanent vacancies such bulletin will be posted not later than 10:00 a.m., and the following form will be used:

Bids will be received on the following vacancies
until 10:00 a.m., _____, 19____;
assignment to be made for the following day:

Position - Starting Time and Place - Days off

All vacancies created by this assignment will be filled in accordance with seniority of men bidding.

(b) Yardmen desiring to change jobs will bid and designate choices on bid in order of preference, as 1st, 2nd, 3rd, etc. choice. They may include as choices a general designation "any position to which my seniority may entitle me on the (starting shift) shift."

(c) (1) The requirements of a general designation choice on a bid will be considered fulfilled if the applicant is placed on any vacancy on the shift preferred as shown in the general designation choice.

Article 54, Section 3
Paragraph (d) (continued)

such vacancy will be bulletined as a permanent vacancy and filled in accordance with the provisions of Section 2 hereof; except that after the regularly assigned yardman has been absent for ten (10) calendar days (exclusive of days absent on vacation with pay), the vacancy will be bulletined and filled in accordance with the provisions of Section 2 hereof if requested in writing by the Local Chairman.

Sec. 4. - Displacements

(a) When yardman displace, the first displacement on any calendar day must be made not less than three and one-half (3½) hours prior to the first starting period (6:30 a.m., 2:30 p.m., or 10:30 p.m.) of the shift on which the yardman displacing desires to place himself, and subsequent bumps on that calendar day, resulting from this displacement, must be made not less than two and one-half (2½) hours prior to the starting time of the assignment selected.

(b) In the event a yardman, who is not laying off or on vacation with pay, cannot be contacted in sufficient time to enable him to exercise his seniority on an assignment with the same starting time as that from which he was displaced in accordance with the preceding paragraph, in order to avoid loss of time on one of the work days of the assignment from which he was displaced as a result, such yardman will immediately be placed first out on the extra board and will be permitted to work one tour of duty on that calendar day and shift off the extra board on the first vacancy, starting at or after the starting time of the assignment from which he was displaced, and in the same vicinity (i.e., Oakwood or 17th Street), for which an extra yardman is otherwise required, to be used; and as though he had been notified of such vacancy one and one-half (1½) hours prior to the time required to report to fill such vacancy.

(c) In the event there is no vacancy on which the yardman can be used from the extra board in the application of Paragraph (b) above, such yardman will, if he so requests in writing, be placed first out on the extra board of the following first off day of his regular assignment and permitted to work one tour of duty only off the extra board on that calendar day and on the shift on which regularly assigned, providing such yardman has been unable to otherwise accumulate five (5) straight time eight (8) hour shifts in the work week of his regular assignment.

Article 54, Section 4
Paragraph (c) (continued)

NOTE: In the application of Paragraphs (b) and (c) above, in the event there is more than one (1) such yardman to be marked up on the extra board on the same shift on the same day, they shall be marked up in seniority order with the senior man first out.

(d) In the application of this Section 4, it is understood that yardman will be advised immediately, when displaced, provided they can be contacted in the usual manner.

Sec. 5. - Laying Off

Except in cases of emergency, such as sudden illness of themselves or their family or accident, regularly assigned yardman, who desire to lay off, will request permission to do so not less than two and one-half (2½) hours prior to the starting time of their assignment.

Sec. 6. - Reporting After Laying Off

Regularly assigned yardman, who have been laying off, will be required to report as available for service not less than two and one-half (2½) hours prior to the starting time of their assignment.

Sec. 7. - Exercise of Seniority Prohibited When Assignment Annulled on a Holiday

No yardman will be permitted to exercise his seniority when the assignment to which he is regularly assigned is annulled for any of the ten (10) holidays listed in Article 18 of this Schedule, or any day observed by the state or nation as the holiday in lieu of a day listed in said Article 18.

Sec. 8. - Temporary Vacancies for Foreman and Pilots

(a) Vacancies for foreman on regularly assigned crews will be filled by recourse to one of the following in the order listed below:

(1) By the senior assigned helper on the crew on which the vacancy exists, subject to the provisions of Paragraphs (e) and (f) hereof.

Article 54, Section 8
Paragraph (b)(3) (continued)

(3) By assigned yardman standing to be used on off days as provided by Section 11 hereof (sub-list). When two or more auxiliary yardmen are used to fill vacancies on the same crew, and it is necessary to use one of these auxiliary yardmen to fill vacancy as foreman, the senior man shall be used subject to Paragraphs (e) and (f) hereof.

NOTE: The word "vicinity" as used in Paragraph (a)(2) and Paragraph (b)(1), above, designate the prevailing points at which yardmen commence assignments, i.e., Oakwood or 17th Street.

(c) On the effective date of this agreement all yardmen, who have forfeited their rights to perform service as extra foreman, will have such rights restored and will, thereafter, be subject to the provisions of this Section 8.

(d) A yardman declining to act as an extra foreman must do so in writing on the calendar day preceding the date his change in status becomes effective.

(e) Any assigned yardman, declining to act as extra foreman on his own assignment, will not be used to perform service as extra foreman on any assignment.

Any assigned yardman, declining to act as extra foreman on other than his own assignment, will not be used to perform service as extra foreman on any assignment other than his own, except as provided in Paragraph (a) (4) and Paragraph (b)(3).

(f) Yardmen, who may hereafter decline to perform service as extra foreman, may reinstate such rights only by:

(1) Being the successful applicant for a bulletined vacancy for foreman, or by bumping a junior yardman regularly assigned as foreman;

(2) Exercising their seniority by being the successful applicant for, or bumping onto, a regular assignment as helper on another shift and notifying the trainmaster in writing that they desire to reinstate their rights as extra foreman.

(g) Extra yardmen now in service, or who may hereafter enter the service, with no previous experience in train or yard service, will not be used to perform service as foreman until such time as they perform service as yardman on one hundred and twenty (120) shifts.

Article 54, Section 8
Paragraph (a)(2)

(2) By the senior assigned helper starting to work at the same time and vicinity as the job on which the vacancy exists, subject to the provisions of Paragraphs (e) and (f) hereof. In the event he cannot be reached by telephone not less than one and one-half (1½) hours prior to the starting time of the vacancy or the starting time of his regular assignment, whichever is the earlier, then the next senior qualified yardman will be used in the same manner. (See Note following Paragraph (b) hereof.)

(3) By an extra yardman in turn, subject to the provisions of Paragraph (g) hereof. When two or more extra yardmen are used to fill vacancy on the same crew and it is necessary to use one of these extra yardmen as foreman, the senior of them shall be used as foreman, subject to the provisions of Paragraph (g) hereof.

(4) By assigned yardman standing to be used on off days as provided by Section 10 hereof (sub-list). When two or more sub-list yardmen are used to fill vacancies on the same crew, and it is necessary to use one of these sub-list yardmen to fill vacancy as foreman, the senior man shall be used subject to Paragraphs (e) and (f) hereof.

(b) Vacancies for foremen on extra assignments and pilot jobs will be filled by recourse to one of the following in the order listed below:

(1) By the senior assigned helper starting to work at the same time and vicinity as the job on which the vacancy exists, subject to the provisions of Paragraphs (e) and (f) hereof. In the event he cannot be reached by telephone not less than one and one-half (1½) hours prior to the starting time of the vacancy or the starting time of his regular assignment, whichever is the earlier, then the next senior qualified yardman will be used in the same manner. (See Note following this Paragraph (b).)

(2) By an extra yardman, in turn, subject to the provisions of Paragraph (g) hereof. When two or more extra yardmen are used on the same crew, the senior of them will be used as foreman, subject to provisions of Paragraph (g) hereof.

Article 54, Section 9 (continued)

Sec. 9. - Extra Board

The yardmen's extra board will be operated as a rotary board as is hereinafter provided:

- (a) The "work week" for extra yardmen will be a period of seven (7) consecutive days starting with Thursday.
 - (b) Extra yardmen will be called between one and one-half and two and one-half (1½ and 2½) hours prior to the time they are required to report for duty, provided they can be reached by telephone without additional expense to the Carrier.
 - (c) An extra yardman, who has been laying off for any reason, or who misses a call (except an emergency call as defined Paragraph (e) of this Section), who reports for duty sixteen (16) hours or more after the time he laid off or missed the call, will be marked up last out. If he reports available for duty less than sixteen (16) hours after he laid off or missed the call, he will be marked up last out at the expiration of sixteen (16) hours from the time he laid off or missed the call. (Revised Paragraph (c) by Memorandum of Agreement signed July 24, 1968.)
 - (d) In the event an extra yardman is required to lay off for the purpose of attending an investigation, the sixteen (16) hour provision in the foregoing will not apply, and such extra employee will be placed last out on the extra board and be subject to call after he reports. (Revised Paragraph (d) by Memorandum of Agreement signed July 24, 1968.)
 - (e) An extra man missing an emergency call will not lose his place on the board.
- NOTE: An emergency call is defined as a call made outside the following periods:
- Between 4:00 a.m. and 8:00 a.m.
 - Between 12:00 noon and 4:00 p.m.
 - Between 8:00 p.m. and 12:00 midnight
- (f) In event more than one extra man is called for known vacancies at advance calling time with the same starting time, the extra yardman standing first out will be given choice of vacancy he desires to fill. (There will be no change in marking of extra men when a vacancy is the result of a man laying off after vacancies already filled.)

Article 54, Section 9
Paragraph (g) (continued)

(g) Extra yardmen going to work on the same shift will be placed on the extra board at the completion of the service on that shift in the same order in which they stood at the beginning of the shift on which the performed service.

(h) Extra yardmen will be permitted to accumulate five (5) straight-time eight (8) hour shifts in their work week and, after accumulating such shifts, will be by-passed, except under the circumstances provided for in Section 10, Paragraph (k) hereof.

(i) Weekly adjustment of the extra board will be made each Wednesday. Adjustment will be made effective for the first shift Thursday and will be based on the extra work for the preceding seven (7) day period, ending with the third (3rd) shift for Tuesday, in accordance with the following sub-sections.

Paragraphs (j), (k), (l) and (m) are deleted -
See Article 37, Section 24 - Memorandum of Agreement
signed January 3, 1981, effective March 1, 1981.

Sec. 10. - Sub-List Boards

In order to provide an orderly manner for using regularly assigned yardmen, when necessary, on their assigned days off, sub-list boards will be established at Detroit, Michigan in accordance with the following:

(a) There will be a sub-list board for each shift which will consist of yardmen regularly assigned on that shift. Yardmen will be considered assigned to the shift on which their regular assignment performs service on the fifth (5th) day of its work week.

(b) Regularly assigned yardmen who have, prior to the effective date of this agreement, indicated their desire to be used for extra work on their days off, will comprise the sub-list boards as of the effective date of this agreement.

(c) Yardmen will be used from the sub-list board in rotary fashion. Yardmen, used from the sub-list board, will be marked at the foot of the board on the completion of a tour of duty in the order in which they stood when used for that tour of duty.

Article 54, Section 10
Paragraph (d) (continued)

(d) In the event there are no extra men available, who have eight (8) hours to work under the Hours of Service Law, who have not already worked five (5) straight time eight (8) hour shifts in their work week (excluding the exceptions from the computations provided in Article 16, Section 8, Paragraphs (c) (1-5), (d) and (e) of this Schedule) at the time a vacancy is to be filled, then the regularly assigned yardman standing first out on the sub-list board for the shift on which vacancy exists and who has eight (8) hours to work under the Hours of Service Law and is available for notification in the usual manner, will be called for such vacancy between one and one-half (1½) and two and one-half (2½) hours prior to the time he is required to report for duty.

(e) A regularly assigned yardman, who has signified his desire to work extra on his assigned days off, who does not wish to be used on a particular date, will notify the trainmaster or the crew dispatcher to that effect, in writing, prior to the time the board is adjusted for the particular date he does not wish to be used, and will be marked at the foot of the sub-list.

A yardman may remove himself from the sub-list board by notifying the trainmaster or crew dispatcher to that effect, in writing, not less than three (3) hours prior to the daily adjustment of the board.

(f) A yardman, declining, missing, or failing to protect a call for service from the sub-list board, who has not advised that he did not desire to work as provided by Paragraph (e) hereof, will be marked off the sub-list board and will not be considered available to protect vacancies on his assigned days off until he again signifies, in writing, that he desires to be so used and will be marked up at the foot of the sub-list board ten (10) days after the receipt of such written request.

(g) All applicants for assignment on the sub-list boards must be received by the trainmaster at least three (3) hours prior to the daily adjustment of the board. New additions to a sub-list board will be placed last out.

(h) Time lost from regular assignment by reason of the Hours of Service Law as result of being used on an assigned rest day under the provisions of this Section 10 will not be paid for.

Article 54, Section 10
Paragraph (i) (continued)

(i) A regularly assigned yardman, when used from the sub-list, in filling vacancy in accordance with the provisions of this Section 10, will take the conditions of the vacancy filled and will be paid at one and one-half (1½) times the basic straight-time rate of the position filled; provided he has worked five (5) straight-time eight (8) hour shifts in the work week.

(j) When a vacancy cannot be filled from the sub-list board for the shift on which the vacancy occurs, the yardman who is off on a rest day first out on the sub-list board for the preceding shift, available to make the double and having eight (8) hours to work under the Hours of Service Law and assigned in the same vicinity (i.e., Oakwood or 17th Street), shall be used.

(k) When a vacancy cannot be filled from the sub-list boards by a regularly assigned yardman on his assigned off day in the manner outlined above in this Section 10, then the yardman standing first out on the yardmen's extra board with full time to work under the Hours of Service Law will be used regardless of the shifts accumulated by such yardman in that work week. Should there not be a yardman on the yardmen's extra board with full time to work under the Hours of Service Law, an extra yardman having eight (8) hours to work under the Hours of Service Law will be used to fill the vacancy in his proper turn, regardless of the shifts accumulated by such yardman in that work week. Should it be necessary to double a yardman, only those yardmen performing service in the same vicinity (i.e., Oakwood or 17th Street) will be considered available.

(l) When a vacancy cannot be filled by recourse to the preceding sub-sections and it is necessary to revert to the calling of available regularly assigned yardmen in seniority order to fill a vacancy, it will not be necessary to call a regularly assigned yardman for such vacancy if he has previously declined to protect a vacancy when called in accordance with this sub-section, unless subsequent to such declination he has signified in writing that he again be considered available for such extra work.

Sec. 11. - Called and Released

(a) (1) An extra yardman, or a regularly assigned yardman on the auxiliary board and/or to be used in extra service, who is notified to report for duty and who does report, and who is not used, will be paid four (4) hours and retain his place on the board; if held for more than four (4) hours, or if required to work, he will be paid not less than eight (8) hours.

Article 54, Section 11
Paragraph (a)(2) (continued)

(2) The allowance of four (4) hours referred to above will be made in cases when an extra yardman, or a regularly assigned yardman on the auxiliary board and/or to be used in extra service is notified to report for duty as foreman and reports for duty but is not worked as a foreman, and he is instead used to fill a vacancy as helper on another crew on the same shift.

(3) The allowance will not be paid when the yardman involved is notified to work as helper and reports for duty but is used to fill a vacancy as helper on another job on the same shift.

(4) The allowance will not be paid when yardmen are changed from one job to another on the same shift, after being notified to report for duty, to correct an error made in notifying the men to report for duty, or when a yardman is used on a job other than that for which he was notified to report for duty in compliance with the rules relating to filling vacancies for foreman.

(5) A yardman used on a vacancy other than the one for which they were notified to report for duty as referred to above, but which has a later starting time, will be compensated from the time for which they were notified to report for duty.

Sec. 12. - Records

The local committee shall, on request, be permitted to inspect all records in connection with the application of this agreement (Article).

Sec. 13. - Memorandum of Agreement signed July 31, 1973,
Effective July 1, 1973

(a) Extra yardmen sent from Detroit extra board to fill temporary vacancies at Adrian Yard will be relieved after five (5) consecutive work days of the assignment on which he is relieving upon request to the proper officer of the Carrier if other extra yardmen are available at Oakwood Yard one (1) hour and thirty (30) minutes prior to the time the train is ordered on which it would be necessary for the extra yardman to deadhead to Adrian, Michigan.

Article 54, Section 13
Paragraph (b) (continued)

(b) An extra yardman will not be entitled to be relieved under this Article until he has actually protected the temporary vacancy for five (5) consecutive work days of the assignment on which he is relieving.

(c) An extra yardman who misses a call for an Adrian yard assignment, or who lays off when or after being called for an Adrian Yard assignment, will, when he reports for work, be sent without deadhead allowance in either direction to relieve the yardman who was called in his place.

(d) The application of this Section 13 will not result in additional expense to the Company, and that deadhead allowance will be made only to the extra yardman originally sent to fill the vacancy for the outbound trip and to the extra yardman returning to Oakwood Yard for the inbound trip after being relieved by the regular man reporting.

I N D E X

ARTICLE 55-A

MONTPELIER, OHIO - PERU, INDIANA - FT. WAYNE, INDIANA
LAFAYETTE, INDIANA - TILTON, ILLINOIS

MONTPELIER, PERU, FT. WAYNE AND LAFAYETTE

- Sec. 1.-----Establishment of Master Board
- Sec. 2.-----Form of Job Advertisement - Bulletins - Bids
- Sec. 3.-----Bulletining Provisions
- Sec. 4.-----Ten Day Vacancy
- Sec. 5.-----Displacements
- Sec. 6.-----Laying Off
- Sec. 7.-----Reporting after Laying Off.
- Sec. 8.-----Temporary Vacancies - Foremen - Pilots.
- Sec. 9.-----Notification to Employee who stands to be
used as Foreman on an existing vacancy.
- Sec. 10.-----Yardmen forfeiting rights to perform service
as Extra Foreman.
- Sec. 11.-----Yardman - Declining to Act as Foreman.
- Sec. 12.-----Yardmen - Declining to perform service as
Extra Foreman - Reinstatement of such rights.
- Sec. 13.-----Extra Yardmen - Will not be used to perform
Extra Foreman service until such time as they
perform service as yardman on 120 shifts.
- Sec. 14.-----List of Yardmen not to be used to perform
service as Extra Foreman.
- Sec. 15.-----Exercise of Seniority prohibited when assign-
ment annulled on a Holiday.
- Sec. 16.-----Extra Board will be operated as a Rotary Board-
Extra Yardmen.
- Sec. 17.-----Auxiliary Board - Regular assigned Yardmen.
- Sec. 18.-----Displacing - Yardmen placing themselves on Extra
Board by bidding or bumping must remain thereon
for thirty (30) days.

(Cont.)

I N D E X

ARTICLE 55-A

TILTON, LAFAYETTE, PERU AND MONTPELIER

Sec. 19.-----Yard service employee moves from a yard service assignment to a road service assignment or vice versa - Vacancy created will be filled under the Blanket Bulletin on same day.

PERU, LAFAYETTE, MONTPELIER AND TILTON

Sec. 20.-----Brakemen assigned to the Extra Board at Peru, Indiana - Supplementing Yard Extra Boards at Peru, Lafayette, Montpelier and Tilton.

ARTICLE 55-A

MONTPELIER, OHIO - PERU, INDIANA - FT. WAYNE, INDIANA
LAFAYETTE, INDIANA - TILTON, ILLINOIS

MONTPELIER, PERU, FT. WAYNE AND LAFAYETTE

Sec. 1. - Memorandum of Agreement effective June 15, 1959

Effective June 15, 1959, a master board will be established and maintained at Montpelier, Peru, Ft. Wayne and Lafayette Yards listing all regular yard assignments and showing the correct position of all yardmen in their respective regular assignments. Assignments with the same starting time will be blocked together beginning with those starting at 6:30 a.m. and continuing to the last starting time period at 12:00 midnight.

Sec. 2.

(a) In bulletining new assignments and permanent vacancies, such bulletins will be posted at all points where yardmen commence their tour of duty not later than 10:00 a.m., and the following form will be used:

Bids will be accepted on the following vacancies
until 10:00 a.m. (date) assignment
to be made for the following day:

Starting Time - Days Off - Foreman, Helpers

All vacancies created by this assignment will be filled in accordance with the seniority standing of men bidding.

(b) (1) Men wishing to change their assignment will submit sufficient bids to cover their choice of positions.

(2) A general designation may be made in application such as - "or any position to which my seniority may entitle me" and a particular starting time or shift will be included.

(3) All bids will appear on application in order of preference.

Sec. 3.

(a) All assignments will be rebulletined in accordance with Section 2 hereof, so as to make the reassignment effective October 1st and April 1st of each year.

Article 55-A, Section 3
Paragraph (b) (continued)

(b) In the application of this Section 3 the provisions of Article 37, Section 5 of this Schedule will not apply.

(c) When assignments are bulletined pursuant to Paragraph (a) above, yardmen other than those referred to in Article 37, Section 3 of this Schedule, or on vacation with pay, will be required to bid for position desired.

In event some yardmen do not submit sufficient choices to secure assignment, such yardmen will be assigned in seniority order on positions for which no bids were received, commencing with the first shift assignments and continuing through the third shift assignments, in the order in which such positions appear on the master board and, when these are filled, assigned in the same order on positions for which the junior yardmen would have otherwise been assigned. This in compliance with the requirements of Article 37, Section 1 of this Schedule.

Sec. 4.

When a vacancy created by a regularly assigned employee being absent from the service for any reason, exclusive of days absent on vacation with pay, is known to be of more than ten (10) days duration, such vacancy will be bulletined as a permanent vacancy and filled in accordance with the provisions of Section 2 hereof.

Sec. 5.

(a) When yardmen displace, the first displacement on any calendar day must be made not less than three (3) hours prior to the first starting period (For example: 6:30 a.m., 2:30 p.m. or 10:30 p.m., where three (3) shifts are being worked) of the shift on which the yardman displacing desires to place himself, and subsequent bumps on that calendar day, resulting from this displacement, must be made not less than two (2) hours prior to the starting time of the assignment selected.

(b) In the event a yardman who is not laying off or on vacation with pay cannot be contacted in sufficient time to enable him to exercise his seniority on an assignment with the same starting time as that from which he was displaced in accordance with the preceding paragraph, in order to avoid loss of time on one of the work days of the assignment from which he was displaced as a result, such yardman will immediately be placed first out on the extra board and will be permitted to work one (1) tour of duty on that calendar day and shift off

Article 55-A, Section 5
Paragraph (b) (continued)

the extra board on the first vacancy starting at or after the starting time of the assignment from which he was displaced for which an extra yardman is otherwise required to be used and as though he had been notified of such vacancy one and one-half (1½) hours prior to the time required to report to fill such vacancy.

(c) In the event there is no vacancy on which the yardman can be used from the extra board in the application of Paragraph (b), above, such yardman will, if he so requests, be placed first out on the extra board on the following first off day of his regular assignment and permitted to work one (1) tour of duty only off the extra board on that calendar day and on the shift on which regularly assigned providing such yardman has been unable to otherwise accumulate five (5) straight-time eight (8) hour shifts in the work week of his regular assignment.

NOTE: In the application of Paragraphs (b) and (c), above, in the event there is more than one (1) such yardman to be marked up on the extra board on the same shift on the same day, they shall be marked up in seniority order with the senior man first out.

(d) In the application of this Section 5, yardmen will be advised promptly when they are displaced provided they can be contacted in the usual manner.

Sec. 6.

Except in cases of emergency such as sudden illness of themselves or their family, or accident, regularly assigned yardmen who desire to lay off will request permission to do so not less than two and one-half (2½) hours prior to the starting time of their assignment.

Sec. 7.

Regularly assigned yardmen who have been laying off will be required to report as available for service not less than two and one-half (2½) hours prior to the starting time of their assignment.

Article 56-A, Section 8 (continued)

Sec. 8.

(a) Temporary vacancies for foreman on regularly assigned crews will be filled by recourse to one of the following, in the order listed below:

(1) By the senior assigned helper on the crew on which the vacancy exists, subject to the provisions of Section 14, hereof.

(2) By the senior assigned helper starting to work on the same shift, subject to the provisions of Section 14, hereof.

(3) By an extra yardman in turn, subject to the provisions of Section 13 hereof. When two or more extra yardmen are used to fill vacancies on the same crews, and it is necessary to use one of these extra yardmen as foreman, the senior of them shall be used.

(4) By the first out available yardman on the auxiliary board as provided in Section 17. When two or more yardmen are used from the auxiliary board to fill vacancies on the same crew, and it is necessary to use one of these yardmen to fill vacancy as foreman, the senior man will be used.

(b) Vacancies for foreman on extra assignments and pilot jobs will be filled by recourse to one of the following in order listed below:

(1) By the senior assigned helper starting to work on the same shift, subject to the provisions of Section 14, hereof. (This alternative not applicable at Montpelier.)

(2) By an extra yardman in turn, subject to the provisions of Section 13 hereof. When two or more extra yardmen are used on the same crew, the senior of them will be used as foreman. (This is the first alternative at Montpelier.)

(3) By the first out available yardman on the auxiliary board as provided in Section 17. When two or more yardmen are used from the auxiliary board to fill vacancies on the same crew, and it is necessary to use one of those yardmen to fill vacancy as foreman, the senior man will be used. (This is second alternative at Montpelier.)

Article 55-A, Section 9 (continued)

Sec. 9.

In the application of Section 8, the regularly assigned helper who stands to be used as foreman on the existing vacancy (other than the same assignment on which his is assigned) will be notified by telephone during the interim between one and one-half (1½) hours prior to the starting time of the vacancy and one and one-half (1½) hours prior to the starting time of his regular assignment.

NOTE: Taken from Letter of Understanding dated November 16, 1971

Applicable to Peru, Indiana only. In application of Section 8, after a reasonable effort has been made to reach the oldest man, the second oldest man and so on will be called in turn until a foreman is secured.

Sec. 10.

On the effective date of this agreement, all yardmen who have forfeited their rights to perform service as extra foreman will have such rights restored.

Sec. 11.

(a) A yardman declining to act as foreman must do so in writing on the calendar day preceding the date his change in status becomes effective.

(b) Any yardman declining to act as extra foreman on his own assignment will not be used to perform service as extra foreman on any assignment, except as provided by Section 8(a)(4) and Section 8(b)(3).

Any yardman declining to act as extra foreman on other than his own assignment will not be used to perform service as extra foreman on any assignment other than his own, except as provided by Section 8(a)(4) and Section 8(b)(3).

Sec. 12.

Yardmen who may hereafter decline to perform service as extra foreman may reinstate such rights only by:

(a) Being the successful applicant for a bulletined vacancy for foreman or by bumping a junior yardman regularly assigned as foreman.

Article 55-A, Section 12
Paragraph (b) (continued)

(b) Exercising their seniority by being the successful applicant for or bumping onto a regular assignment as helper on another shift and notifying the supervisor in charge in writing that they desire to reinstate their rights as foreman.

Sec. 13.

Extra yardmen now in service or who may hereafter enter the service with no previous experience in train or yard service will not be used to perform service as extra foreman until such time as they perform service as yardman on one hundred and twenty (120) shifts.

Sec. 14.

A list of yardmen who are not to be used to perform service as extra foreman in accordance with the provisions of this agreement will be maintained in the office of the supervisor in charge and posted in conjunction with the master board.

Sec. 15.

No yardman will be permitted to exercise his seniority when the assignment to which he is regularly assigned is annulled for any one of the ten (10) holidays listed in Article 18, or any day observed by the state or nation as the holiday in lieu of a day listed in said Article 18 of this Schedule.

Sec. 16.

The yardmen's extra board will be operated as a rotary board as hereinafter provided:

(a) An extra man missing an emergency call will not lose his place on the board.

NOTE: An emergency call is defined as a call made outside of the following periods:

Between 5:00 a.m. and 8:00 a.m.
Between 1:00 p.m. and 4:00 p.m.
Between 9:00 p.m. and 12:00 midnight.

NOTE: Paragraph (a) of this Section 16 is not applicable to those yards where less than three (3) engines are working.

Article 55-A, Section 16
Paragraph (b)(1) (continued)

(b) (1) An extra yardman who has been laying off for any reason or who misses a call, who reports available for duty twelve (12) hours or more after the time he laid off or missed the call, will be marked up last out. If he reports available for duty less than twelve (12) hours after he laid off or missed the call, he will be marked up last out at the expiration of twelve (12) hours from the time he laid off or missed the call.

(2) In event an extra yardman is required to lay off for the purpose of attending an investigation, the twelve (12) hour provision provided for in the foregoing will not apply and such extra employee will be placed last out on the extra board and be subject to call after he reports.

(c) Extra men going to work on the same shift will be marked up on completion of the day's work in the same order in which they stood at the beginning of the shift on which they performed service.

(d) In event more than one extra man is called for the same starting time, they shall be used in the order in which the vacancies appear on the master board, subject to the provisions of Section 8, hereof.

(e) An extra yardman, or a regularly assigned yardman who is expected to be used to fill a vacancy on other than his regular assignment due to no extra man being available, who is notified to report for duty and who does report, and who is not used, will be paid four (4) hours and retain his place on the board if an extra man; if a regular man he will not lose his standing for other extra work. If held for more than four (4) hours, or if required to work, he will be paid not less than eight (8) hours.

NOTE: Refer to Article 37, Section 24 of this Schedule, Adjusting Extra Boards, Memorandum of Agreement signed January 3, 1981, effective March 1, 1981.

Sec. 17.

In order to provide an orderly manner for using regularly assigned yardmen when necessary on their assigned days off, auxiliary boards will be maintained at each point named herein in accordance with the following:

Article 55-A, Section 17
Paragraph (a) (continued)

(a) Deleted

(b) Deleted

(c) When the auxiliary board is first established, regularly assigned yardmen making application for extra work on their assigned days off pursuant to this agreement, will be placed on the auxiliary board in seniority order. Thereafter men will be used from the auxiliary board in rotary fashion in accordance with Paragraph (d) of this Section 17. Men used from the auxiliary board for the same shift will be marked up at the foot of the auxiliary board after completing one tour of duty in the same order in which they stood when used for that tour of duty.

(d) In event there is no extra yardman available who has not already worked five (5) straight time eight (8) hour shifts in his work week (excluding the exceptions from the computations provided for in Article 16, Section 8, Paragraphs (c) (1 thru 5), (d) and (e)) at the time a man is to be designated to fill a particular vacancy, then the regularly assigned yardman off on his rest days who has made application in accordance with Section 17 for extra work on his assigned days off and who has full time to work under the Hours of Service Law will be used, except that such yardmen will not be used on their second assigned off day on a later shift than the shift on which they are regularly assigned to work on the first day of their work week.

(e) A regularly assigned employee who has signified his desire to work extra on his assigned days off who does not wish to be used on assigned days off to fill a vacancy on a particular date will notify the supervisor in charge to that effect on the day prior to the day he does not wish to be used, and will then be placed at the foot of the auxiliary board.

(f) Yardmen desiring to remove his name from the auxiliary board may do so by notifying the supervisor in charge to that effect in writing prior to the day he desires his name removed.

(g) Assigned yardmen desiring to place themselves on the auxiliary board will make application in writing which must be received by the supervisor in charge prior to the day they desire to establish themselves on such board. New additions to the auxiliary board will be placed last out.

Article 55-A, Section 17
Paragraph (h) (continued)

(h) A yardman declining, missing or failing to protect a call for service from the auxiliary board and who has not complied with provisions of Paragraph (e) will not be marked on auxiliary board for a period of ten (10) calendar days from date he declined, missed or failed to protect the call, at expiration of which period he will be placed last out on the board. The period of time will be determined from the starting time of assignment he failed to protect.

(i) Yardman used off auxiliary board will be given one and one-half (1½) hour call if they can be reached by telephone without additional expense to the Carrier. Yardman missing short or emergency call will not lose his place on the auxiliary board.

(j) A regularly assigned yardman filling a temporary vacancy in accordance with the provisions of this Section 17 will take the conditions of the vacancy filled and will be paid one and one-half (1½) times the basic straight time rate of the position filled, provided he has worked five (5) straight time eight (8) hour shifts in the work week of the assignment he holds at the time he is used from the auxiliary board.

(k) When a vacancy cannot be filled from the auxiliary board by a regularly assigned yardman on his assigned off day in the manner outlined in this Section 17, then the yardman standing first out on the yardmen's extra board with full time to work under the Hours of Service Law will be used regardless of the shifts accumulated by such yardman in that work week.

MONTPELIER, PERU, FT. WAYNE AND LAFAYETTE

Sec. 18. - Letter of Understanding dated March 9, 1976
Exercising of Seniority to the Extra Board

The application of Article 37, Section 1 of this Schedule, is suspended only to the extent necessary to allow the following:

(a) Any yardman entitled to displace under the rules may place himself on the extra board. When an assignment is bulletined pursuant to Section 2 of this Article, any yardman may bid for the extra board. Any yardman who places himself on the extra board by bidding or bumping will remain thereon for thirty (30) calendar days, unless displaced by a senior yardman, forced to a regular assignment or cut off due to reducing the extra board.

Article 55-A, Section 18
Paragraph (b) (continued)

(b) Vacancies which have been bulletined but not filled as a result of no bids being received will be filled by assigning extra yardmen (from the extra board in reverse seniority order).

(c) When bumping to the extra board, the junior man will be displaced therefrom.

(d) A yardman who places himself on the extra board by bidding or bumping when he has sufficient seniority to hold a regular assignment will forfeit any right to a protective allowance under any employee protection agreement during the period he remains on the extra board.

(e) A yardman who fails to place himself on a regular assignment or the extra board as a result of failing to bid or failing to make sufficient choices on his bid will be considered as having bid for the extra board. A yardman placed on the extra board by bidding, bumping or being forced will be placed at the foot of the extra board.

(f) A yardman forced on a regular assignment may give up the regular assignment in event a yardman junior to him is marked on the extra board. The junior yardman will be assigned to the vacancy created. A yardman giving up a regular assignment must make written request within seventy-two (72) hours after a junior yardman is marked on the extra board, and no change in assignments will be made until the expiration of the above mentioned seventy-two (72) hour period.

(g) Weekly adjustment of the extra board will be made each Wednesday. Adjustment will be made effective for the first shift Thursday and will be based on the extra work for the preceding seven (7) day period ending with the third shift for Tuesday, in accordance with the following sub sections:

Paragraphs (1)(2)(A)(B)(C)(3)(4) are deleted -
See Article 37, Section 24 - Memorandum of Agreement
signed January 3, 1981, effective March 1, 1981.

TILTON, LAFAYETTE, PERU AND MONTPELIER YARDS

Sec. 19. - Memorandum of Agreement signed September 13, 1977,
Effective October 1, 1977

(a) In bulletining new assignments or permanent vacancies in road or yard service to road brakemen on the Huntington-Haumee-Delta Districts for Gary District, and to yardmen on the dovetailed seniority roster for yardmen at Tilton, Lafayette (former Wabash), Peru (former Wabash), and Montpelier Yards, under Section 14(a) and (b) of the Memorandum of Agreement signed February 27, 1973, and as a result thereof a yard service employee moves from a yard

Article 55-A, Section 19
Paragraph (a) (continued)

service assignment to a road service assignment, or a road service employee moves from a road service assignment to a yard service assignment, all vacancies created by the assignment (road or yard) will be filled under the blanket bulletin on the same day in accordance with seniority of the road man and/or yardman bidding.

(b) Provisions of existing agreements in conflict with the foregoing are superseded insofar as road brakemen on the Huntington-Maumee-Delta Districts and Gary District, and yardmen at Tilton, Lafayette (former Wabash), Peru (former Wabash) and Montpelier Yards, are concerned during the life of this agreement. (this Section 19)

PERU, LAFAYETTE, MONTEPELIER AND TILTON

Sec. 20. - Memorandum of Agreement signed October 12, 1979,
Effective November 1, 1979

(a) In the event it becomes necessary to use brakemen assigned to the extra board at Peru, Indiana, to supplement yard extra boards at any one of the following locations:

Peru, Indiana
Lafayette, Indiana
Montpelier, Ohio
Tilton, Illinois

extra brakemen with a seniority date subsequent to February 28, 1973, will be used.

(b) Extra brakemen sent to fill yard extra board vacancies at one of the above locations will be relieved after protecting that extra board seven (7) consecutive calendar days (Thursday through Wednesday), upon request to the proper officer of the Carrier, if other extra brakemen are available at Peru with a seniority date subsequent to February 28, 1973, one (1) hour and thirty (30) minutes prior to the time the train is ordered on which it would be necessary for the extra brakeman to dead-head to one of the above locations.

Article 55-A, Section 20
Paragraph (c) (continued)

(c) In the event an interchangeable rights extra brakeman from Peru lays off for any reason before completing seven (7) consecutive calendar days on an extra board at an outlying point, another interchangeable rights extra brakeman will be required to deadhead to the outlying point to complete that seven (7) consecutive calendar day period, unless the Carrier's officers at the location deem it is not necessary to fill the extra board position for the remainder of that seven (7) day period.

(d) Deadhead allowance will be made only to the interchangeable rights brakeman originally sent to the outlying point to supplement that extra board and to the interchangeable rights extra brakeman returning to Peru for the inbound trip after being relieved after protecting the extra board during any seven (7) consecutive calendar day period (Thursday through Wednesday).

(e) After the weekly adjustment of the yard extra board at any of the above locations and it is determined that it will be necessary to use extra brakemen from Peru to fill the extra board, the extra brakeman with a seniority date subsequent to February 28, 1973, will be called in turn for the vacancy between the hours of 2:00 p.m. and 4:00 p.m. on Wednesday and will be paid actual miles deadhead allowance at through freight rate to the yard extra board location in order to be available for work on the first shift on Thursday.

(f) Yard extra board vacancies will be filled in the following order:

- 1st: Peru
- 2nd: Lafayette
- 3rd: Montpelier
- 4th: Tilton

NOTE: When deadheading by train, it will be on the first train called at Peru one (1) hour and thirty (30) minutes prior to time train is ordered with the intent of getting to the location of their assignment for the first shift on Thursday.

(g) When an extra brakeman lays off on call or misses a call for an assignment at one of the above locations, he will be held off of the Peru brakemen's extra board, and when he reports for duty will be sent to relieve the extra brakeman who was called in his place.

Article 55-A, Section 20
Paragraph (h) (continued)

(h) An extra brakeman who lays off forty-eight (48) hours prior to being called for yard extra board assignments will be considered as standing for this vacancy and will, upon marking up as available for service, be sent to relieve the last man called to fill a yard vacancy.

(i) No extra brakeman will be used to protect a vacancy in yard service after he has worked a yard assignment for seven (7) days and requested relief and same granted to him, providing there are other extra brakemen available who have not worked on these yard assignments or vacancies.

(j) In event a yard extra board at one of the outlying points becomes exhausted during the seven (7) calendar days (Thursday through Wednesday) period and there is no employee regularly assigned in yard service at that point who is available with eight (8) hours to work, or as provided in applicable auxiliary board agreement, an extra brakeman will be called in turn from the brakemen's extra board at Peru to fill a temporary vacancy in yard service at the outlying point, and upon completion of that tour of duty in extra yard service will be marked up on the brakemen's extra board at Peru first out when fully rested under the Hours of Service Act.

(k) In event an extra brakeman should be again called for a vacancy in yard service which he has previously filled for seven (7) days, he will at the time called advise the caller that he has already worked a yard vacancy for seven (7) days. Should he fail to advise the caller at the time called he has already worked a yard assignment seven (7) days, there will be no basis for claim or complaint.

(l) This agreement is to change existing agreements only to the extent necessary to implement this agreement.

I N D E X

ARTICLE 55-B - FT. WAYNE, INDIANA

- Sec. 1.-----Ft. Wayne Consolidation
- Sec. 2.-----Extra Board
- Sec. 3.-----New Hires
- Sec. 4.-----Schedule Rules applicable.
- Sec. 5.-----Switching Limits of Ft. Wayne Yard and switching service on Ft. Wayne Trackage to be performed by Ft. Wayne Yard crews.
- Sec. 6.-----Protection of Employees.
- Sec. 7.-----Ft. Wayne Only - Called and Released - Payment employee entitled to when called to fill vacancy and not used and/or called and used.

(Also See Article 55-A)

ARTICLE 55-B

FT. WAYNE, INDIANA

Sec. 1. - Ft. Wayne Consolidation Agreement
Memorandum of Agreement effective November 1, 1965

(a) Ft. Wayne yard operations, forces, and facilities will be unified and coordinated in accordance with and subject to the provisions of this agreement which follow:

NOTE: The term "prior rights men" includes only those men who held seniority on the seniority roster for yardmen on former Wabash at Ft. Wayne as of October 15, 1964. The term "prior rights crew" includes only a regularly assigned yard crew maintained pursuant to Section 1, (b)(2) of this Article. This Article does not affect or disturb any "prior rights" or "prior rights" men under the interchangeable road and yard rights agreement effective June 28, 1961, between former NKP and employees represented by the Brotherhood of Railroad Trainmen. Present seniority districts are not disturbed by anything contained herein except to the extent necessary to give effect to the provisions hereof.

(b) (1) Except as may be otherwise provided for in this Article, former Wabash yardmen holding seniority and rights to service in the former Wabash Yard at Ft. Wayne on October 15, 1964 (hereinafter referred to as "prior rights" men), will have prior rights to such service in that territory preserved.

(2) Consistent with service requirements in former Wabash yard territory, the minimum number of regularly assigned prior rights yard crews required to provide regular assignments for the prior rights men who remain on the roster and who are available for service as yardmen and desire regular assignment on a prior rights crew will be maintained up to a maximum of three (3) prior rights crews assigned seven (7) days a week. (one (1) on each shift.) This includes the regular relief assignments to provide rest day relief on prior rights crews to the extent rest day relief work permits regular relief assignments.

Article 55-B, Section 1
Paragraph (b)(3) (continued)

(3) The prior rights yard crews required to be maintained under Paragraph (b) (2) hereof, will be assigned to go on and off duty at former Wabash yard until February 1, 1968, except that when three (3) prior rights crews are being maintained during that period one (1) of these crews may be assigned to go on and off duty at East Wayne. If such crew is required to go on and off duty at East Wayne each member of the ground crew will be allowed one (1) hour at straight time rate in addition to other allowances for the day until February 1, 1968.

(c) The switching which may be required of prior rights yard crews outside of former Wabash's Ft. Wayne yard territory is limited by the following:

(1) Prior rights yard crews will not perform switching in former Nickel Plate's East Wayne train yard other than to handle their caboose and to make necessary doubles when delivering cars into and/or pulling cars from the East Wayne train yard.

(2) Prior rights yard crews will not be required to perform industrial switching in former Nickel Plate's yard territory when there are less than eleven (11) non-prior rights yard and the regular relief assignments to provide rest day relief on six (6) and seven (7) day non-prior rights crews assigned (to the extent rest day relief work permits regular relief assignments), unless all prior rights yardmen hold, or have sufficient seniority to hold, a regular assignment.

(d) Non-prior rights yard crews will not be required to perform switching in former Wabash's yard territory, other than to handle their caboose and to make necessary doubles when delivering cars into and/or pulling cars from that territory when there are less than three (3) prior rights assignments working on that date, unless all prior right yardmen hold, or have sufficient seniority to hold, a regular yard assignment.

(e) It will not be in violation of this Article to require any yard crew at Ft. Wayne to perform service in former Wabash territory between the former location of former Wabash's switching limits east of Ft. Wayne (a point 1600 feet east of Mile Post Detroit 143) and the new switching limits on former Wabash's Montpelier and Toledo lines (points 1.5 miles east of the crossing of former Wabash's and Nickel Plate's lines at New Haven).

Article 55-B, Section 1
Paragraph (f)(1)(continued)

(f) (1) All prior rights yardmen will be placed on the former Nickel Plate's Ft. Wayne Division interchangeable rights roster in the order of their seniority as yardmen on former Wabash's seniority roster for yardmen and with seniority dates of October 16, 1964, and will retain their seniority on former Wabash's roster for Ft. Wayne Yardmen.

(2) Prior rights yardmen placed on the former Nickel Plate's Ft. Wayne Division interchangeable rights roster will be subject to the same conditions as other employees on that roster except that they will not be compelled to take assignment in road service or in yard service at Fostoria. A prior rights yardman's exercise of his prior rights provided for in Paragraph (f)(1) hereof, will not result in forfeiture of his standing on former Nickel Plate's roster, neither will his exercise of rights acquired on former Nickel Plate's roster result in forfeiture of his standing on former Wabash's roster.

(3) Prior rights yardmen when on the yardmen's common extra board will work first-in, first-out along with and subject to the same conditions as other men on that board and without regard to the prior rights provisions of Paragraph (f)(1) hereof.

Sec. 2. - Extra Board

A yardmen's common extra board will be established which will protect any extra work in Ft. Wayne Yard. Extra yardmen on extra list at East Wayne will be allowed one (1) hour at pro rata yard rate when required to go to former Wabash yard to fill vacancies caused by men laying off.

Sec. 3. - New Hires

No individual employed subsequent to October 15, 1964, will establish seniority on the seniority roster for yardmen of former Wabash at Ft. Wayne.

Article 55-B, Section 4 (continued)

Sec. 4. - Schedule Rules Applicable

(a) The schedule rules and agreements applicable to former Wabash yardmen at Ft. Wayne will apply to all yardmen assigned or working on the prior rights yard crews provided for in Section 1, Paragraph (b)(2), and will also apply to prior rights crews;

(1) When filling temporary vacancies for foremen and temporary vacancies which cannot be filled from the extra board.

(2) When bulletining and filling assignments on prior rights crews.

In event no application is received for a bulletined vacancy on a prior rights yard crew and there is no prior rights man available for service as yardman who does not hold a regular assignment the provisions of the agreement covering former Nickel Plate's yardmen applicable to filling bulletined vacancies on yard assignments will be applied in filling the vacancy.

Except for prior rights crews, the agreement applicable to former Nickel Plate's yardmen at Ft. Wayne will apply to all yard crews at Ft. Wayne.

Sec. 5. - Memorandum of Agreement signed March 15, 1978

(a) Switching limits of Ft. Wayne Yard are extended from the present switching limits east to Mile Post 359.5 on the Fostoria District, Lake Erie Division.

(b) On and after the effective date of this agreement, all switching service on Ft. Wayne Yard trackage, as extended herein, will be performed by Ft. Wayne Yard crews.

Sec. 6.

The Agreement for Protection of Employees signed April 16, 1962, effective January 10, 1962, (Article 30-A and 30-B) shall apply to the employees affected by this agreement. (This Article 55-B).

Article 55-B, Section 7 (continued)

Sec. 7. - Letter of Understanding dated August 5, 1957
Ft. Wayne Only

An extra yardman, or a regularly assigned yardman who is expected to be used to fill a vacancy on other than his regular assignment due to no extra man being available, who is notified to report for duty and who does report, and who is not used, will be paid four (4) hours and retain his place on the board, if an extra man, if a regular man will not lose his standing for other extra work; if held for more than four (4) hours, or if required to work, he will be paid not less than eight (8) hours.

I N D E X

ARTICLE 55-C - LAFAYETTE, INDIANA

- Sec. 1.-----Lafayette Consolidation
- Sec. 2.-----Allocation
- Sec. 3.-----Extra Assignments
- Sec. 4.-----Schedule Rules Applicable - Filling of
Vacancies.
- Sec. 5.-----Switching Limits (See Article 49-Yard Limits)
- Sec. 6.-----Deleted
- Sec. 7.-----Road Trains
- Sec. 8.-----Work Train Service
- Sec. 9.-----Qualifying
- Sec. 10.-----Protection of Employees
- Sec. 11.-----Lafayette Only - Temporary Vacancies for
Yardmen - Manner in which to fill same.

(Also See Article 55-A)

ARTICLE 55-C

LAFAYETTE, INDIANA

Sec. 1. - Lafayette Consolidation Agreement

Memorandum of Agreement effective December 20, 1969
New Hires

No employee hired by former Nickel Plate subsequent to December 29, 1969, will have seniority rights to yard assignments at Lafayette.

Sec. 2. - Allocation

(a) All Lafayette yard assignments will be allocated on the following basis:

Former Wabash employees 66-2/3%

Former NKP employees 33-1/3%

(b) The allocation of assignments will be maintained on the above percentage basis, insofar as it is arithmetically practicable to do so, by the designation and bulletining of assignments to employees of former Wabash and former Nickel Plate, it being understood, however, that no change will be made initially in the crew assignments.

(c) Thereafter, the equity of employees of former Wabash and former Nickel Plate will be obtained through normal changes in the number of assignments brought about by the demands of the service. For example - if the assignments operating as of the effective date of this agreement reflect, as at present, a percentage inequity insofar as former Nickel Plate employees are concerned, the assignments will be permitted to continue in such manner until the number is changed by either the addition or the abolishment of an assignment or assignments. In the application of this agreement, (Article 55-C) from time to time or for fixed periods of time, be necessary to advertise individual positions on a crew to employees of former Wabash and other positions on the same crew to employees of former Nickel Plate.

Foreman positions on crews advertised in accordance with the last sentence of the preceding paragraph will be manned on an alternating basis by trainmen assigned to such crews, the first sixty (60) day period to be allocated to the senior trainmen of former Wabash desiring same and the following thirty (30) day period to be allocated to the trainmen of former Nickel Plate if he desires same. A record will be maintained of the manning of foreman positions under this arrangement so that if a crew advertised in accordance with the last sentence of the preceding paragraph is established, later abolished and

Article 55-C, Section 2
Paragraph (c) (continued)

re-established, and manning of the foreman position may be continued on the alternating arrangement heretofore described.

NOTE: The sixty (60) and thirty (30) day periods referred to herein are understood to mean sixty (60) and thirty (30) working days.

(d) If in the circumstances in Paragraph (c) of this Section 2, an additional assignment is to be established at Lafayette Yards, it will be designated and bulletined to employees of former Nickel Plate. If in such circumstances the next change in assignments is brought about by an abolishment, a crew designated to former Wabash will be abolished. Further changes in assignments will be accomplished in the same manner so as to, as nearly as practicable, maintain the percentages as set forth in Section 2(a) hereof.

(e) At such time as employees of former Nickel Plate are not, through normal operation of their schedule agreements, manning positions available to them under the application of this agreement, such positions will be bulletined and assigned to employees of former Wabash. Employees of former Nickel Plate hired prior to December 20, 1969, may at any time thereafter obtain such positions through the normal application of former Nickel Plate bidding and displacement rules, including rules relating to the exercise of interchangeable seniority rights.

Sec. 3. - Extra Assignments (Revised by M of A signed 11/11/70)

(a) Extra yard engines will, until assigned and advertised in accordance with schedule rules of former Wabash and former Nickel Plate, be manned on an alternating basis, four (4) months by employees of former Wabash and two (2) months by employees of former Nickel Plate.

(b) When an extra yard engine is operated a sufficient number of days and under the conditions requiring its advertisement as a regular assignment under the schedule rules of the former Carrier to whom the next regular yard crew is to be allocated under Section 2, it will be advertised and assigned accordingly regardless of whether the employees of former Wabash or former Nickel Plate are manning extra yard engines at the time.

Article 55-C, Section 3
Paragraph (b) (Note) (continued)

NOTE: The four (4) months period for former Wabash employees and two (2) months period for former Nickel Plate employees shall commence on the first day of the first month of each alternating period and shall end on the last day of the fourth month and second month of the alternating four (4) months and two (2) months periods.

Sec. 4. - Schedule Rules Applicable - Filling of Vacancies

(a) Schedule agreements applicable to former Wabash employees at Lafayette, including rules relating to filling of vacancies, will apply to all yard crews designated as former Wabash and to employees of former Wabash assigned to mixed crews as referred to in Section 2, Paragraphs (c) and (e) of this Article.

(b) Schedule agreements applicable to former Nickel Plate employees at Lafayette, including rules relating to filling of vacancies, will apply to all yard crews designated as former Nickel Plate and to employees of former Nickel Plate assigned to mixed crews as referred to in Section 2, Paragraphs (c) and (e) of this Article. When there are no employees who were hired prior to December 20, 1969, assigned to the extra boards protecting vacancies on former Nickel Plate positions, vacancies on former Nickel Plate will be filled by employees of former Wabash.

NOTE: - Letter of Understanding dated November 6, 1969
This Section 4(b) of Article 55-C, will be applied so long as there is an employee hired prior to December 20, 1969, assigned to the extra lists protecting vacancies on Nickel Plate positions at Lafayette Yard which are being manned by employees of former Nickel Plate, such vacancies will be filled by the respective extra lists on a first-in, first-out basis regardless of the hired date of the remaining employees assigned to the extra lists.

NOTE: - Letter of Understanding dated November 6, 1969
A record will be maintained of temporary yard crew annulments and the annulments will be arranged, by tricks, on a 66-2/3% - former Wabash and 33-1/3% - former Nickel Plate basis. This arrangement will not involve the laying in of yard crews on recognized holidays.

Article 55-C, Section 5 (continued)

Sec. 5. - Switching Limits

Lafayette Yard crews may perform any and all yard service within the presently established switching limits of both the former Wabash and Nickel Plate. The presently established switching limits are shown on attached straightline sketch.

Sec. 6. -

DELETE

Sec. 7. - Road Trains

(a) Road trains of former Nickel Plate may not set out and/or pick up in former Wabash portions of Lafayette Yard.

(b) Road trains of former Wabash may not set out and/or pick up in former Nickel Plate portions of Lafayette Yard.

Sec. 8. - Work Train Service

Work train service in Lafayette Yards will be performed solely by yard crews. This does not include the territory of former Nickel Plate between station stakes 13433+12 and 13357+00 as shown on attached straightline sketch.

Sec. 9. - Qualifying

Employees who are required under the application of this Article to qualify in portions of Lafayette Yards with which they are not now familiar, will not be required to do so on their own time. If yard service employees are used to qualify foremen of former Nickel Plate on territory of former Wabash the employees used for this purpose will be taken from the ranks of qualified yardmen of former Wabash. If yard service employees are used to qualify foremen of former Wabash on territory of former Nickel Plate, qualified trainmen holding rights on former Nickel Plate Peoria Division will be used for this purpose.

Sec. 10. - Protection of Employees

The Agreement for Protection of Employees signed April 16, 1962, effective January 10, 1962, (Article 30 and 30-A) shall apply to the employees protected thereby who are affected by this agreement. (This Article 55-C).

Article 55-C, Section 11

Sec. 11. - Memorandum of Agreement signed October 27, 1980,
Effective November 10, 1980
Filling Temporary Vacancies for yardmen at
Lafayette, Indiana

(a) Temporary vacancies for yardmen will be filled by recourse to one of the following in the order listed below:

- (1) Yardmen's Extra Board.
- (2) Yardmen's Auxiliary Board.
- (3) Yardmen in seniority order who are available with eight (8) hours to work.
- (4) Furloughed yardmen with prior rights to yard service as of February 28, 1973.
- (5) Brakemen's extra board at Peru in accordance with the provisions of Article 55-A, Section 20, Paragraph (j), which is the Memorandum of Agreement effective November 1, 1973.



I N D E X

ARTICLE 55-D - PERU, INDIANA

- Sec. 1.-----Peru Consolidation
- Sec. 2.-----Allocation
- Sec. 3.-----Extra Assignments
- Sec. 4.-----Schedule Rules Applicable - Filling of
Vacancies.
- Sec. 5.-----Switching Limits (See Article 49-Yard limits)
- Sec. 6.-----Deleted
- Sec. 7.-----Road Trains
- Sec. 8.-----Work Train Service
- Sec. 9.-----Qualifying
- Sec. 10.-----Protection of Employees

(Also See Article 55-A)

ARTICLE 55-D

PERU, INDIANA

Sec. 1. - Peru Consolidation Agreement
Memorandum of Agreement signed June 13, 1972
New Hires

No employees hired by former Nickel Plate subsequent to June 13, 1972 will have seniority rights to yard assignments at Peru.

Sec. 2. - Allocation

(a) All Peru yard assignments will be allocated on the following basis:

Former Wabash employees 56-2/3%

Former NKP employees 33-1/3%

NOTE: - Taken from Letter of Understanding dated June 13, 1972
In the event the number of yard assignments at Peru are reduced to the extent that there is only one first trick assignment, the local chairmen will confer and attempt to work out some equitable arrangement to allocate such assignment to firemen of former NKP and Wabash on an alternating basis so as to nearly as practicable divide the equity of the assignment on the basis of the percentages set forth in Section 2(a) hereof.

In the event the local chairmen are unable to agree, a conference will be arranged with the general chairmen in an attempt to resolve the issue.

(b) The allocation of assignments will be maintained on the above percentage basis, insofar as it is arithmetically practicable to do so, by the designation and bulletining of assignments to employees of former Wabash and former Nickel Plate, it being understood however, that no change will be made initially in the crew assignments.

(c) (1) Thereafter, the equity of employees of former Wabash and former Nickel Plate will be obtained through normal changes in the number of assignments brought about by the demands of the service. For example - if the assignments operating as of the effective date of this agreement reflect a percentage inequity insofar as former Wabash employees are concerned, the assignments will be permitted to continue in such manner until the number is changed by either the addition or the abolishment of an assignment or assignments. In the application of this agreement (Article 55-D), it may, from time to time or for fixed periods of time, be necessary to advertise individual positions

Article 55-D, Section 2
Paragraph (c)(1) (continued)

on a crew to employees of former Wabash and other positions on the same crew to employees of former Nickel Plate.

(2) Foreman positions on crews advertised in accordance with the last sentence of the preceding paragraph will be manned on an alternating basis by trainmen assigned to such crews, the first sixty (60) day period to be allocated to the senior trainmen of former Wabash desiring same and the following thirty (30) day period to be allocated to the trainmen of former Nickel Plate if he desires same. A record will be maintained of the manning of foreman positions under this arrangement so that if a crew advertised in accordance with the last sentence of the preceding paragraph is established, later abolished and re-established, the manning of the foreman position may be continued on the alternating arrangement heretofore described. Fireman positions of such crews will be manned on an alternating basis using the same sixty (60) day - thirty (30) day ratio and records will also be maintained for this purpose.

NOTE: The sixty (60) and thirty (30) day periods referred to herein are understood to mean sixty (60) and thirty (30) working days.

(d) If in the circumstances in Paragraph (c)(1) of this Section 2, an additional assignment is to be established at Peru Yards, it will be designated and bulletined to employees of former Wabash. If in such circumstances the next change in assignments is brought about by an abolishment, a crew designated to former NKP will be abolished. Further changes in assignments will be accomplished in the same manner so as to, as nearly as practicable, maintain the percentages as set forth in Section 2, Paragraph (a) of this Article.

(e) At such time as employees of former Nickel Plate are not, through normal operation of their schedule agreements, manning positions available to them under the application of this agreement (Article 55-D), such positions will be bulletined and assigned to employees of former Wabash. Employees of former Nickel Plate hired prior to June 13, 1972, may at any time thereafter obtain such positions through the normal application of former Nickel Plate bidding and displacement rules, including rules relating to the exercise of interchangeable seniority rights.

Article 55-D, Section 3 (continued)

Sec. 3. - Extra Assignments

(a) Extra yard engines will, until assigned and advertised in accordance with schedule rules of former Wabash and former Nickel Plate, be manned on an alternating basis, four (4) months by employees of former Wabash and two (2) months by employees of former Nickel Plate.

(b) When an extra yard engine is operated a sufficient number of days and under the conditions requiring its advertisement as a regular assignment under the schedule rules of the former Carrier to whom the next regular yard crew is to be allocated under Section 2, it will be advertised and assigned accordingly regardless of whether the employees of former Wabash or former Nickel Plate are manning extra yard engines at the time.

Sec. 4. - Schedule Rules Applicable - Filling of Vacancies

(a) Schedule agreements applicable to former Wabash employees at Peru, including rules relating to filling of vacancies, will apply to all yard crews designated as former Wabash and to employees of former Wabash assigned to mixed crews as referred to in Section 2, Paragraphs (c) and (e) of this Article.

(b) Schedule agreements applicable to former Nickel Plate employees at Peru, including rules relating to filling of vacancies, will apply to all yard crews designated as former Nickel Plate and to employees of former Nickel Plate assigned to mixed crews as referred to in Section 2, Paragraphs (c) and (e) of this Article. When there are no employees who were hired prior to June 13, 1972, assigned to the extra boards protecting vacancies on former Nickel Plate positions, vacancies on former Nickel Plate will be filled by employees of former Wabash.

Sec. 5. - Switching Limits

Peru Yard crews may perform any and all yard service within the presently established switching limits of both the former Wabash and Nickel Plate and yard crews of former Wabash and former Nickel Plate will operate within the consolidated limits of Peru Yards as though such terminal was a terminal of their former Carrier. The presently established switching limits are shown on attached straight line sketch.

Article 55-D, Section 6 (continued)

Sec. 6.

DELETED

Sec. 7. - Road Trains

(a) Road crews of former Wabash and former Nickel Plate may operate within the consolidated limits of Peru Yards as though such terminal was a terminal of their former Carrier. Road crews of former Wabash and former Nickel Plate will go on and off duty at Benton Street Yard Office. Road crews required to obtain and/or leave their trains intact in former Nickel Plate yard will be transported between that yard and the Benton Street Yard Office.

(b) The designation of the Benton Street Yard office as the on and off duty point for road crews is intended as an initial designation and does not imply that such on and off duty point might not be changed at some later date in accordance with applicable schedule rules and/or practices involving the furnishing of washroom facilities, lockers, etc., for employees at designated on and off duty points.

(c) Road crews of former Nickel Plate will not be required to go on and off duty at Benton Street yard office until adequate locker and washroom facilities are available for their use.

Sec. 8. - Work Train Service

Work train service in Peru Yards will be performed solely by yard crews.

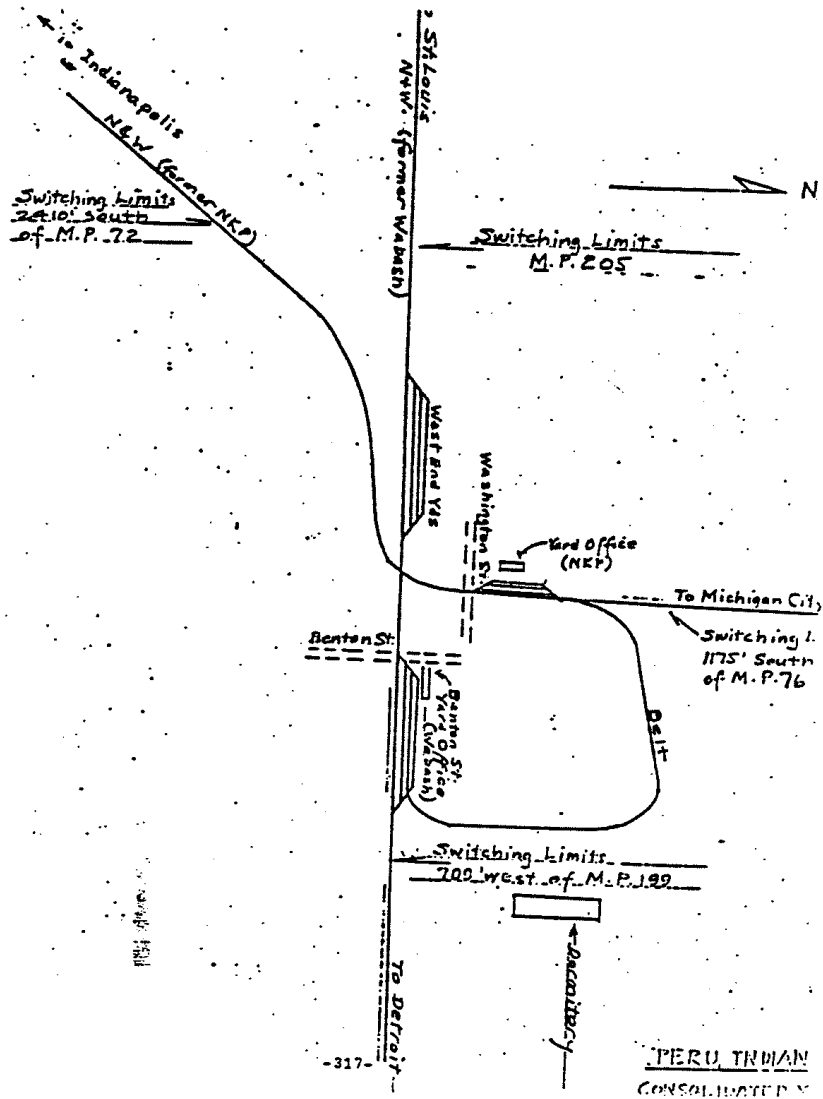
Sec. 9. - Qualifying

Employees who are required under the application of this agreement (this Article 55-D) to qualify in portions of Peru Yards with which they are not now familiar, will not be required to do so on their own time. If yard service employees are used to qualify foremen of former Nickel Plate on territory of former Wabash the employees used for this purpose will be taken from the ranks of qualified yardmen of former Wabash. If yard service employees are used to qualify foremen of former Wabash on territory of former Nickel Plate, qualified trainmen holding rights on former Nickel Plate I.M.C. Division will be used for this purpose.

Article 55-D, Section 10 (continued)

Sec. 10. - Protection of Employees

The Agreement for Protection of Employees signed April 16, 1962, effective January 10, 1962, (Article 30-A and 30-B) shall apply to the employees protected thereby who are affected by this agreement. (This Article 55-D).



PERU CONSOLIDATION

<u>Wabash</u> <u>66-2/3%</u>	<u>No. of</u> <u>Crews</u>	<u>NKP</u> <u>33-1/3%</u>
.6667	1	.3333
1.3334	2	.6666
2.0001	3	.9999
2.6668	4	1.3332
3.3335	5	1.6665
4.0002	6	1.9998
4.6669	7	2.3331
5.3336	8	2.6664
6.0003	9	2.9997
6.6670	10	3.3330

1 - Crew - Split {	2 Wabash men 1 NKP man	6 - Crews	- 4 Wabash crews - 2 NKP crews
2 - Crews- Split {	1 Wabash crew 2 NKP men 1 Wabash man	7 - Crews	1 Wabash crew 2 NKP crews 2 Wabash men 1 NKP man
3 - Crews- {	2 Wabash crews 1 NKP crew	8 - Crews	5 Wabash crews 2 NKP crews 2 NKP men 1 Wabash man
4 - Crews	2 Wabash crews 1 NKP crew 2 Wabash men Split { 1 NKP man	9 - Crews	6 Wabash crews 3 NKP crews
5 - Crews	3 Wabash crews 1 NKP crew 2 NKP men Split { 1 Wabash man	10 - Crews	6 Wabash crews 3 NKP crews 2 Wabash men Split { 1 NKP man

I N D E X

ARTICLE 56 - HANNIBAL, MISSOURI - QUINCY, ILLINOIS

- Sec. 1.-----Establishment of a Master Board
- Sec. 2.-----Form of Job Advertisement - Bulletins - Bids
- Sec. 3.-----Exercising Seniority after being absent from Service.
- Sec. 4.-----Bulletining Provisions.
- Sec. 5.-----Displacements
- Sec. 6.-----Yardmen forfeiting rights to perform service as Extra Foreman.
- Sec. 7.-----Temporary Vacancies - Foreman - Pilots
- Sec. 8.-----Yardman - Declining to Act as Foreman.
- Sec. 9.-----Laying Off - Reporting after Laying Off.
- Sec. 10.-----Extra Board will be operated as a Rotary Board - Extra Yardmen.
- Sec. 11.-----Regularly assigned Yardmen - Procedure to follow when filling temporary vacancies.
- Sec. 12.-----Records
- Sec. 13.-----Seniority Rights - Yardmen - Quincy - Hannibal - Will be Interchangeable.
- Sec. 14.-----Hannibal - Quincy Yardmen - Specific items regarding right to be placed on other seniority rosters on or before 3/16/62. Number of crews to be used from the 12th and 15th Districts in Interdivisional Service - Restrictions regarding use of caboose in Decatur and Moberly Yards.
- Sec. 15.-----Seniority Status of certain yardmen.

ARTICLE 56

HANNIBAL, MISSOURI - QUINCY, ILLINOIS

Sec. 1. - Memorandum of Agreement effective June 15, 1959

(a) Effective at 12:00 noon on June 15, 1959, a master board will be established and maintained listing all regular assignments in Hannibal and Quincy Yards and showing the correct position of all yardmen on their respective regular assignments.

(b) Assignments with the same starting time will be blocked together beginning with those starting at 6:30 a.m. and continuing to the last starting time period at 12:00 midnight.

(c) The assignment maintained at Quincy will be listed separately from the Hannibal Yard assignments.

Sec. 2.

(a) In bulletining new assignments or permanent vacancies, such bulletin will be posted not later than 9:00 a.m., will close seventy-two (72) hours thereafter and the following form will be used:

Bids will be received on the following vacancies
until 9:00 a.m., _____, 19____;
assignment to be made for the following day:

Position - Starting Time - Days Off

All vacancies created by this assignment will be filled in accordance with the seniority of men bidding.

Sec. 3.

A yardman who has been absent from the service due to the conditions described in Article 37, Section 3, of this Schedule, or on vacation with pay, throughout the life of a bulletin issued in accordance with Section 2 may exercise his seniority on any position bulletined or made vacant while he was away or out of service.

Article 56, Section 4 (continued)

Sec. 4.

(a) All assignments will be rebulletined so as to make assignments effective on April 1st and October 1st of each year.

(b) The provisions of Article 37, Section 5 of this schedule will not be applied when making assignments pursuant to Paragraph (a) above.

(c) (1) When assignments are bulletined pursuant to Paragraph (a) above, yardmen other than those referred to in Article 37, Section 3, of this Schedule, or on vacation with pay, will be required to bid for position desired.

(2) In event some yardmen do not submit sufficient choices to secure assignment, such yardmen will be assigned in seniority order on positions for which no bids are received, commencing with the first shift assignments and continuing through the third shift assignments in the order in which such positions appear on the board and when these are filled, assigned in the same order on positions for which junior yardmen would have otherwise been assigned. This in compliance with the requirements of Article 37, Section 1 of this Schedule.

Sec. 5.

(a) A yardman desiring to displace a junior yardman and permitted to do so under existing agreements, will be required to comply with the following:

(1) The first bump made on any calendar day must be made not less than three (3) hours prior to the first starting time period of the shift at Quincy or Hannibal on which he desires to place himself.

(2) Subsequent bumps on that calendar day resulting from this displacement will be made not less than two (2) hours prior to the starting time of the assignment selected.

(b) In event a yardman who is not laying off or on vacation with pay cannot be contacted in sufficient time to enable him to exercise his seniority in line with the foregoing, in order to avoid loss of time on one (1) of the work days of the assignment from which displaced as a result, such yardman will immediately be placed first out on the extra board and will be permitted to work one (1) tour of duty on that calendar day only off this board.

Article 56, Section 5
Paragraph (c) (continued)

(c) In the application of this Section 5, it is understood that yardmen will be advised promptly when displaced provided they can be contacted in the usual manner.

Sec. 6.

(a) Of the effective date of this agreement, all yardmen who have forfeited their rights to perform service as extra foreman will have such rights restored.

(b) Yardmen who may hereafter decline to perform service as extra foreman may reinstate such rights only by:

(1) Being the successful applicant for a bulletined position for foreman, or by bumping a junior yardman regularly assigned as foreman;

(2) Exercising their seniority by being the successful applicant for, or bumping onto, a regular assignment as helper on another shift and notifying the yardmaster in writing that they desire to reinstate their rights as extra foreman.

Sec. 7.

(a) In filling vacancies of yard foreman on regular yard assignments the senior regularly assigned helper on the crew will be used to subject to Section 8.

(b) In event vacancy as yard foreman cannot be filled in accordance with Section 7(a) above, or an extra yard assignment is placed in service, the senior regularly assigned yard helper on the shift, and in the same yard as the vacancy, will be used as foreman thereon subject to Section 8.

(c) In event there is no regularly assigned yard helper available on the shift to fill the vacancy in accordance with Section 7(b), the yard foreman vacancy will be filled in turn from the yardmen's extra board subject to Section 8, except where two (2) or more extra yardmen are used to fill vacancies on the same crew and it is necessary to use one of those extra yardmen as yard foreman the senior of the extra yardmen shall be used as yard foreman subject to Section 8.

Article 56, Section 7
Paragraph (d) (continued)

(d) In event vacancy exists on an extra yard pilot job, it will be filled by the senior regularly assigned yard helper on the shift subject to Section 8. Where the job cannot be filled by a regularly assigned yard helper it will be filled by the extra yardman standing nearest first out on the board subject to Section 8.

Sec. 8.

(a) Any helper declining to act as extra foreman on his own assignment will not be used to perform service as extra foreman on any assignment.

(b) Any helper declining to act as extra foreman on other than his own assignment will not be used to perform service as extra foreman on any assignment other than his own.

(c) Any yardman declining to act as foreman must do so in writing to the general yardmaster on not later than the calendar day preceding the date his change in status becomes effective.

(d) Extra yardmen now in service or who may hereafter enter service with no previous experience in train or yard service will not be used to perform service as extra foremen until such time as they perform service as yardmen on one hundred and twenty (120) shifts.

Sec. 9.

(a) Except in cases of emergency such as sudden illness of themselves or their family or accident, regularly assigned yardmen who desire to lay off will request permission to do so not less than two (2) hours prior to the starting time of their assignment at Hannibal, and three (3) hours prior to the starting time of assignment at Quincy.

(b) Regularly assigned yardmen who have been laying off will be required to report available for service not less than two (2) hours prior to the starting time of their assignment.

Sec. 10. (See Article 37, Section 24 - Adjusting Extra Boards)

The yardmen's extra board will be operated as a rotary board as hereinafter provided:

(a) Extra yardmen will be called in the usual manner one and one-half (1½) hours prior to the time required to report for duty to fill vacancies at Hannibal.

Article 56, Section 10
Paragraph (b) (continued)

(b) In calling extra yardmen for vacancies at Quincy a three (3) hour call will be given if practicable as provided in Section 13 of this Article 56, and such extra yardman will remain on the vacancy at Quincy until displaced by the regularly assigned man marking up for service.

(c) Extra men going to work on the same shift will be placed on the extra board at the completion of the day's work in the same order in which they stood at the beginning of the shift on which they performed service.

Sec. 11.

To provide an orderly manner for using regularly assigned yardmen, when necessary, it is agreed that the following will govern:

(a) In the event there are no extra yardmen available (extra yardmen will not be considered unavailable if they already have in five (5) straight time eight (8) hour shifts in their work week) at the time a man is to be designated to fill a particular vacancy, such vacancy will be filled by recourse to the following procedure:

(1) The senior available yardman assigned on the same shift on which vacancy occurs who is on assigned off day.

(2) The senior available yardman on assigned off day.

(3) The senior available yardman with full time to work under the Hours of Service Law.

NOTE: Under the application of this Paragraph (a) yardmen regularly assigned at Hannibal will not be used to fill vacancies at Quincy except when no extra yardmen, or men regularly assigned at Quincy, are available to fill such vacancies, and yardmen regularly assigned at Quincy will not be used to fill vacancies at Hannibal except when no extra yardmen or men regularly assigned at Hannibal are available to fill such vacancies.

Article 56, Section 11
Paragraph (b) (continued)

(b) Yardmen used to fill vacancies under Section 11(a) (1), (2) and (3) above will be given one and one-half (1½) hour call if they can be reached by telephone without additional expense to the Carrier.

(c) A regularly assigned yardman filling vacancy in accordance with the provisions of this Section 11 will take the conditions of the vacancy filled and will be paid one and one-half (1½) times the basic straight time rate of the position filled, provided he has worked five (5) straight time eight (8) hour shifts in the work week of the assignment he holds at the time he is used on such vacancy.

(d) A regularly assigned yardman who fills a vacancy on his assigned day off will not be considered as displacing in seniority any other yardman who is regularly assigned on the crew or any extra yardman called to fill a vacancy on that assignment.

Sec. 12.

The local committee will, on request, be permitted to inspect the records in connection with the application of this agreement. (Sections 1 thru 12 of Article 56)

Sec. 13. - Memorandum of Agreement effective November 1, 1955

(a) Seniority rights of yardmen employed on the Hannibal, Missouri and at Quincy, Illinois, will be interchangeable, subject to the conditions set out herein:

(1) Prior seniority rights in each yard in effect November 1, 1955, will be preserved, and yardmen holding seniority at Hannibal will begin to acquire seniority at Quincy, and yardmen holding seniority at Quincy will begin to acquire seniority at Hannibal.

(2) Yardmen placed on the seniority roster at Quincy in accordance with Paragraph (a)(1) above, will be placed on that roster in the order in which they stand on the seniority roster at Hannibal with a seniority date of November 1, 1955, and designated as A, B, C, etc. Yardmen placed on the seniority roster at Hannibal in accordance with Paragraph (a)(1), will be placed on that roster in order in which they stand on the seniority roster at Quincy with a seniority date of November 1, 1955, and designated as A, B, C, etc.

Article 56, Section 13
Paragraph (a)(3) (continued)

(3) An individual who enters the service of the Carrier as yardman subsequent to November 1, 1955, will acquire seniority at Hannibal and Quincy as of the same date he first performs compensated service at either Hannibal or Quincy.

(4) A yardman holding a regular assignment at Hannibal who is displaced therefrom or whose assignment is abolished will not be permitted to displace on an assignment at Quincy if there is a yardman junior to him holding a regular assignment at Hannibal.

NOTE: Paragraph (a)(4) above, is suspended by Letter of Agreement dated February 10, 1958, but may be reinstated by either part, by fifteen (15) days advance notice in writing to the other.

(5) A yardman holding a regular assignment at Hannibal whose assignment is annulled for one (1) day or more will not be permitted to displace a yardman at Quincy for the day or days such regular assignment is annulled, if there is a yardman junior to him holding a regular job at Hannibal whom he could displace for such day or days. A yardman holding a regular assignment at Quincy whose assignment is annulled for one (1) day or more will not be permitted to displace a yardman at Hannibal for the day or days such regular assignment is annulled, if there is a yardman junior to him holding a regular job at Quincy whom he could displace for such day or days.

(b) The yardmen's extra board will be maintained at Hannibal. Yardmen required to deadhead from Hannibal to Quincy and return to Hannibal, or from Quincy to Hannibal and return to Quincy, will do so without allowance.

(c) Extra yardmen sent from Hannibal to Quincy to fill temporary vacancies will be notified by telephone three (3) hours in advance of the time they are to report for duty at Quincy, when practical to do so, and without additional expense to the Carrier. No penalty will accrue against the Carrier in the event an extra yardman is not given three (3) hours advance notice as specified herein.

Article 56, Section 13
Paragraph (d) (continued)

(d) It is understood and agreed that the present practice with respect to handling extra men from the Hannibal extra board in connection with the filling of temporary vacancies at Quincy will continue in effect until changed by agreement. The Local Chairman and the Division Superintendent may enter into a local agreement changing the present practice with respect to handling extra men from the Hannibal extra board in connection with filling temporary vacancies at Quincy.

Sec. 14. - Memorandum of Agreement signed December 5, 1961, Effective December 16, 1961

(a) Hannibal-Quincy Yardmen

Road crews in interdivisional service will not be required or permitted to pick up and/or set out at Hannibal until December 16, 1964, on and after which date they may be required to do so subject to the provisions of Section 6 of agreement effective December 16, 1961.

(b) (1) Yardmen carried on the seniority roster for Hannibal-Quincy will be afforded the option to place themselves at the foot of any one (1) seniority roster for either yardmen or road brakemen on the Wabash Railroad Company's property on or before March 16, 1962. A man who fails to notify the superintendent of the Decatur Division of his choice of rosters prior to March 16, 1962, will forfeit his right to place himself on any other roster pursuant to this Section.

Men will go on roster under sub-paragraph (b)(1) with a seniority date as of the effective date of this agreement. In event more than one Hannibal-Quincy yardman elects to place himself on the same roster, they will be placed on that roster in the order in which they stand on the Hannibal-Quincy roster. Any man hired as yardman or as brakeman between the effective date of this agreement and March 16, 1962, will be notified in writing at the time he is hired that men from the Hannibal-Quincy roster for yardmen may place themselves on the roster on which he is being hired ahead of him until March 16, 1962.

Article 58, Section 14
Paragraph (b)(2) (continued)

(2) A Hannibal-Quincy yardman who places himself on some other roster pursuant to sub-paragraph (b)(1) may elect to change the roster on which his name was placed in accordance with sub-paragraph (b)(1), once, at any time prior to December 16, 1964. If he so elects, his name shall be placed at the foot of such other roster for yardmen or road brakemen as of the date he so elects to change rosters, and concurrently therewith his name shall be removed from the roster on which he placed same in accordance with sub-paragraphs (b)(1).

(c) 12th - 15th Districts Brakemen

15th and 12th Districts crews will be placed in a common pool to perform service on the 12th and 15th Districts, which will consist of not less than five (5) crews for a period of three (3) years subsequent to the effective date of this agreement.

During the three (3) year period stipulated above, each of the five (5) crews in the pool will be paid not less than 3,300 miles each calendar month.

It is understood that during the three (3) year period stipulated above crews in the 15th and 12th Districts pool may be used to perform the service specified in Section 8(a) of the Agreement effective December 16, 1961.

(d) Cabooses in Decatur-Moberly Interdivisional Pool

(1) A caboose track will be designated at Moberly and at Decatur for cabooses used in the Decatur-Moberly interdivisional pool which will be used exclusively for cabooses in this pool.

(2) Cabooses will be placed on caboose track promptly after train is yarded. There will be no switching of cars with cabooses after arrival at terminals.

(3) At the away from home terminal, if caboose is not placed on caboose track within forty-five (45) minutes after train is yarded, brakemen will be paid for the time in excess of forty-five (45) minutes which elapsed between the time the train was yarded and the time the caboose was placed on caboose track on the actual minute basis at the rate paid them for the trip and in addition to all other allowances paid them for the trip.

Article 56, Section 14
Paragraph (d) (4) (continued)

(4) Caboosees will be supplied with fuel, ice, and water at Decatur and Moberly by other than brakemen.

(e) Outbound cabooses will not be taken off caboose track more than forty-five (45) minutes prior to the time for which the train on which it is to be used is ordered. Caboosees will not be placed on train until yard forces have completed all work on train except when it is necessary to double cars to head end to complete make up of train.

Sec. 15. - Letter dated October 23, 1973

(a) Letter in regard to seniority status of the following Hannibal-Quincy yardmen whose names appear on the Moberly Division 12th, 14th, 15th and 16th Districts brakemen's seniority roster and also on the Decatur Division Springfield-Keokuk Districts brakemen's seniority roster:

Hightower, A. E.
Hilt, J. A.
Riggs, A. J.
Boughton, D. E.
Tate, A. L.
Johnson, G. W.
Tate, D. J.

Carrier states they only intended to remove the names of the above Hannibal-Quincy yardmen from the bottom of the seniority roster for brakemen on the Springfield and Keokuk Districts inasmuch as these yardmen established a seniority date as brakemen on the Moberly Division 12th, 14th, 15th and 16th Districts as of December 16, 1961.

(b) This will not in anyway affect any other Hannibal-Quincy yardmen or the application of Section 3(a) of the Memorandum of Agreement of February 27, 1973, which dovetailed the seniority roster for yardmen in Hannibal-Quincy yards and seniority roster for yardmen in Springfield Yard.

I N D E X

ARTICLE 57 - KANSAS CITY, MISSOURI

- Sec. 1.-----Establishment of Master Board
- Sec. 2.-----Form of Job Advertisement - Bulletins - Bids
- Sec. 3.-----Bulletining Provisions
- Sec. 4.-----Displacements
- Sec. 5.-----Laying Off
- Sec. 6.-----Reporting after Laying Off
- Sec. 7.-----Temporary Vacancies - Foremen - Pilots
- Sec. 8.-----Auxiliary Lists - Regularly Assigned Yardmen
- Sec. 9.-----Work Week for Extra Yardmen.
- Sec. 10.-----Extra Yardmen - Laying Off for one (1) day
and Extra Yardmen missing calls, other than
short or emergency calls.
- Sec. 11.-----Called and Released - Payment employee is
entitled to when called to fill vacancy and
not used and/or called and used.
- Sec. 12.-----Permanent Yard Foreman Vacancy - When no bids
are received on yard job working at North
Kansas City.
- Sec. 13.-----Ford Job - Manner in which an extra yard
service employee will be used to fill same.

ARTICLE 57

KANSAS CITY, MISSOURI

Sec. 1. - Memorandum of Agreement effective August 15, 1957

(a) Effective at 12:00 noon on August 15, 1957, a master board will be established and maintained listing all assignments in the Kansas City Terminal and showing the correct position of all yardmen on their respective regular assignments. Assignments with the same starting time will be blocked together beginning with those starting at 6:30 a.m. and continuing to the last starting time period at 12:00 midnight.

(b) This board will be locked under glass, will be correctly adjusted at 12:00 noon each day and copies will be posted and locked under glass not later than 2:00 p.m. in conspicuous position in yardmen's locker room at all points where yardmen are required to commence their tour of duty.

Sec. 2.

(a) In bulletining new assignments or permanent vacancies, such bulletin will be posted not later than 10:00 a.m. and the following form will be used:

Bids will be received on the following
vacancies until 10:00 a.m., January
_____, 19____.

Position - Starting Time - Starting Place

All vacancies created by this assignment
will be filled in accordance with seniority
of men bidding.

(b) Yardmen desiring to change jobs will bid and designate choices on bid in order of preference, such as 1st, 2nd, 3rd, etc., choice. They may include as choices a general designation "any position to which my seniority may entitle me on the (stating shift) shift."

(c) (1) The requirements of a general designation choice on a bid will be considered fulfilled if the applicant is placed on any vacancy on the shift preferred as shown in the general designation choice.

Article 57, Section 2
Paragraph (c)(2) (continued)

(2) In event assignment is to be made involving more than one (1) similar designation choice on a shift, in placing general designation applicants on positions, the junior yardmen in reverse seniority order securing vacancies on that shift will be removed from positions in sufficient numbers to place senior designation applicants on positions, and senior general designation applicants assigned to the vacancies in the order in which such vacancies appear on the yardmen's master board for the shift.

(d) A yardman who has been absent from the service due to conditions described in Article 37, Section 3 of this Schedule, or on vacation with pay, throughout the life of a blanket bulletin issued in accordance with Paragraph (a) of this Section may exercise his seniority on any position bulletined or made vacant while he was away or out of service.

Sec. 3.

(a) All assignments will be rebulletined so as to make assignments effective on January 1st and July 1st of each year.

(b) The provisions of Article 37, Section 5 of this Schedule, will not be applied when making assignments pursuant to Paragraph (a) above.

(c) (1) When assignments are bulletined pursuant to Paragraph (a) above, yardmen other than those referred to in Article 37, Section 3, of this Schedule, or on vacation with pay, will be required to bid for position desired.

(2) In event some yardmen do not submit sufficient choices to secure assignment, such yardmen will be assigned in seniority order on the positions for which no bids were received, commencing with the first shift assignment and continuing through the third shift assignments, in the order in which such positions appear on the master board and, when these are filled, assigned in the same order on positions for which the junior yardmen would have otherwise been assigned. This in compliance with the requirements of Article 37, Section 1 of this Schedule.

Sec. 4.

(a) A yardman desiring to displace a junior yardman, and permitted to do so under existing agreements, will be required to comply with the following:

Article 57, Section 4
Paragraph (a) (1) (continued)

(1) The first bump made on any calendar day must be made not less than three (3) hours prior to the first starting time period (6:30 a.m., 2:30 p.m. or 10:30 p.m.) of the shift on which he desires to place himself.

(2) Subsequent bumps on that calendar day resulting from this displacement will be made not less than two (2) hours prior to the starting time of the assignment selected.

(b) In event a yardman who is not laying off or on vacation cannot be contacted in sufficient time to enable him to exercise his seniority on an assignment with the same starting time as that from which he was displaced in accordance with Paragraph (a) above, in order to avoid loss of time on one (1) of the work days of the assignment from which he was displaced as a result, such yardman will immediately be placed first out on the extra board and will be permitted to work one (1) tour of duty on that calendar day and shift off the extra board on the first vacancy at or after the starting time of the assignment from which he was displaced for which an extra or an auxiliary board yardman is otherwise required to be used and as though he had been called for such vacancy one and one-half (1½) hours prior to the time required to report to fill such vacancy.

(c) In the application of this Section 4, it is understood that yardmen will be advised promptly when displaced provided they can be contacted in the usual manner.

Sec. 5.

Except in cases of emergency such as sudden illness of themselves or their family or accident, regularly assigned yardmen who desire to lay off will request permission to do so not less than two and one-half (2½) hours prior to the starting time of their assignment.

Sec. 6.

Regularly assigned yardmen who have been laying off will be required to report for service not less than two and one-half (2½) hours prior to the starting time of their assignment.

Article 57, Section 7
Paragraph (a) (continued)

Sec. 7.

(a) Temporary vacancies for foreman on regularly assigned crews will be filled by recourse to one of the following in the order listed:

(1) By the senior assigned helper on the crew on which vacancy exists, subject to the provisions of Paragraph (e) of this Section 7.

(2) By the senior assigned helper starting to work at the nearest time in the same vicinity as the job on which the vacancy exists subject to the provisions of Paragraph (e) of this Section 7. "Vicinity" as referred to in this section is understood to mean any point in North Kansas City Yards. (Revised by Memorandum of Agreement signed on September 15, 1976, effective on October 1, 1976.)

(3) By an extra yardman in turn, subject to the provisions of Paragraph (g) of this Section 7. When two (2) or more extra yardmen are used to fill vacancies on the same crew, and it is necessary to use one of those extra yardmen as foreman the senior of them shall be used as foreman.

(4) By the first out available yardman on the auxiliary board as provided in Section 8. When two (2) or more yardmen are used from the auxiliary board to fill vacancies on the same crew, and it is necessary to use one (1) of these yardmen to fill vacancy as foreman, the senior man will be used.

(5) Regular assignment - To apply in cases of no qualified foreman on extra board and the men on shift of vacancy as helpers all have letters in not to work as foreman: the junior helper on job which vacancy exists will be used as foreman; in case the regular foreman and both regular helpers' positions are vacant, the youngest helper on the assignment, starting to work nearest the same time as the job on which vacancy exists, will be used as foreman.
(Letter of Understanding dated December 15, 1977.)

Article 57, Section 7
Paragraph (b)

(b) Vacancies for foreman on extra assignments and pilot jobs will be filled by recourse to one of the following in the order listed:

(1) By the senior assigned helper starting to work on the same shift as the job on which vacancy exists, subject to the provisions of Paragraph (e) of this Section 7.

(2) By an extra yardman in turn, subject to the provisions of Paragraph (g) of this Section 7. When two (2) or more extra yardmen are used on the same extra crew, the senior of them will be used as foreman.

(3) By the first out available yardman on the auxiliary board as provided in Section 8. When two (2) or more yardmen are used from the auxiliary board to fill vacancies on the same crew, and it is necessary to use one of these yardmen to fill vacancy as foreman, the senior man will be used.

(4) Extra assignment and pilot jobs - To apply in case of no qualified foreman on the extra board and the man on shift of vacancy as helpers all have letters in not to work as foreman: the junior helper assigned on shift which vacancy exists will be used as foreman or pilot.
(Letter of Understanding dated December 15, 1977.)

(c) On the effective date of this agreement all yardman who have forfeited their rights to perform service as extra foreman will have such rights restored.

(d) A yardman declining to act as extra foreman must do so in writing on the calendar day preceding the date his change in status becomes effective.

(e) Any yardman declining to act as extra foreman on his own assignment will not be used to perform service as extra foreman on any assignment, except as provided by Section 7(a) Fourth and Section 7(b) Third.

Any yardman declining to act as extra foreman on other than his own assignment will not be used to perform service as extra foreman on any assignment other than his own, except as provided by Section 7(a) Fourth and Section 7(b) Third.

Article 57, Section 7
Paragraph (f) (continued)

(f) Yardmen who hereafter decline to perform service as extra foreman may reinstate such rights only by:

(1) Being the successful applicant for a bulletined vacancy for foreman or by bumping a junior yardman regularly assigned as foreman.

(2) Exercising their seniority by being the successful applicant for, or bumping onto, a regular assignment as helper on another shift and notifying the General Yardmaster in writing that they desire to reinstate their rights as extra foreman.

(g) Extra yardmen now in service or who may hereafter enter the service with no previous experience in train or yard service will not be used to perform service as extra foreman until such time as they have performed service as yardman on 120 shifts.

(h) A list of yardmen who are not to be used to perform service as extra foreman in accordance with the provisions of this agreement, will be maintained in the General Yardmaster's office and posted in conjunction with the master board.

Sec. 8.

In order to provide an orderly manner for using regularly assigned yardmen, when necessary, on their assigned days off, the auxiliary lists will be established in accordance with the following:

(a) There will be an auxiliary list for each shift which will consist of yardmen regularly assigned on that shift. Yardmen will be considered assigned to the shift on which their regular assignment performs service on the fifth day of its work week.

(b) In the event there are no extra yardmen available who have not already worked five (5) straight-time eight (8) hour shifts (excluding the exceptions from the computations provided for in Article 16, Section 6, Para. c, d, e) in their work week, then the senior yardman on the auxiliary list for the shift on which the vacancy exists, and who has full time to work under the Hours of Service Law and is available for notification in the usual manner will be used.

(c) When the exigencies of the service require the use of an assigned yardman to fill a vacancy on his days off on other than his assigned shift, then the senior available yardman on the auxiliary list for the preceding shift who has full time to work under the Hours of Service Law and is available for notification in the usual manner will be used.

Article 57, Section 8
Paragraph (d) (continued)

(d) A regularly assigned yardman filling a temporary vacancy on his days off in accordance with the provisions of this section will be paid one and one-half times the basic straight time rate of the position filled, provided he has already worked five (5) straight-time eight (8) hour shifts in the work week of the assignment he holds at the time he is used from the auxiliary list.

(e) (1) Regularly assigned yardmen who have, prior to the effective date of this agreement, indicated their desire to be used for extra work on their days off will comprise the auxiliary lists as of the effective date of this agreement.

(2) Other yardmen who desire to be placed on the auxiliary list will notify the General Yardmaster to that effect in writing not less than three (3) hours prior to the starting time of the shift on which regularly assigned and on or before the date they wish to be used for extra work.

(3) A yardman who is on the auxiliary list and who desires to remove his name from the auxiliary list will notify the General Yardmaster to that effect in writing, not less than three (3) hours prior to the starting time of the shift on which he desires his change in status to become effective.

Sec. 9. - Memorandum of Agreement effective January 20, 1982.

(a) The work week for extra yardmen shall mean a period of seven (7) consecutive days starting with Monday.

Article 3, Section 11 (c) of Agreement "A" is modified in its application so as to conform to Section 1 hereof.

(b) This Agreement may be automatically terminated by either party service thirty (30) days written notice on the other. If and when so terminated, Article 3, Section 2 and 11(c) of Agreement "A" shall again be in full force and effect.

Article 57, Section 9
Paragraph (c) (continued)

(c) If, as a result of making the change provided for in either Section 1 or 2 hereof, an extra man works more than five (5) straight time eight (8) hour shifts in the work week as in effect prior to making such change, he will be paid therefore at the straight time rate.

Sec. 10. - Letter of Understanding dated July 12, 1961

This section applies to the manner in which extra yardmen will be handled, when laying off for one (1) day and extra yardmen missing calls, other than short or emergency calls.

(a) An extra yardman who has been given permission, at anytime during a calendar day, to lay off for one (1) day only, will be marked off for that calendar day and will be marked up as being available for service in accordance with his seniority standing for the following calendar day. A calendar day to mean 12:01 a.m. to 12:00 midnight.

(b) An extra yardman who misses a call will not again be available for service for three (3) consecutive shifts. The first shift to commence on shift which call was missed.

(c) An extra yardman who misses a short or emergency call will not lose his place on the board. A short or emergency call is one made outside of the following periods:

Between 5:00 a.m. and 8:00 a.m.
Between 1:00 p.m. and 4:00 p.m.
Between 9:00 p.m. and 12:00 midnight

Sec. 11. - Letter of Understanding dated April 24, 1973

An extra yardman or a regularly assigned yardman who is expected to be used to fill a vacancy on other than his regular assignment due to no extra man being available, who is notified to report for duty and who does report, and who is not used, will be paid four (4) hours and retain his place on the board, if an extra man, if a regular man will not lose his standing for other extra work; if held more than four (4) hours, or if required to work, he will be paid not less than eight (8) hours.

Article 57, Section 12 (continued)

Sec. 12. - Letter of Understanding dated November 23, 1977

When there are no bids received for a permanent yard foreman vacancy on a yard job working at North Kansas City the junior qualified yard foreman in the Terminal shall be assigned even though the forces at North Kansas City may have a letter on file that such yardman does not desire to protect extra yard foreman vacancies.

Sec. 13. - Memorandum of Agreement signed January 3, 1975, Effective January 15, 1975

(a) In the event a road brakeman assigned to a Ford Job with home terminal at either North Kansas City or Claycomo yards lays off and there is not sufficient time (at least four (4) hours) in which to deadhead an extra road brakeman from Moberly to fill the vacancy and there is no regular assigned brakeman at either of the above locations that can be used to fill such vacancy, an extra yard service employee will be used to fill the temporary vacancy for that tour of duty.

(b) Due to the distance between the N&W North Kansas City yard and the Claycomo yard, an arbitrary allowance totaling thirty (30) minutes at the yard helper's pro rata rate, will be paid to each extra yardman who is sent to fill a vacancy on a Ford Job working at Claycomo yard.

(c) The allowance of thirty (30) minutes as provided by Paragraph (a) above, will be paid only once in the course of a tour of duty.

(d) This allowance will not be paid when an extra yard crew employee is filling a vacancy on a Ford Job which is assigned to go on and off duty at North Kansas City.

NOTE: When filling vacancies at Claycomo See Article 50.

I N D E X

ARTICLE 58 - MOBERLY, MISSOURI

- Sec. 1.-----Establishment of Master Board.
- Sec. 2.-----Form of Job Advertisement - Bulletins - Bids -
General Re-assignments.
- Sec. 3.-----Exercise of Seniority to Extra Board.
- Sec. 4.-----Displacements
- Sec. 5.-----Exercise of Seniority prohibited when assign-
ment annulled on a Holiday.
- Sec. 6.-----Laying Off
- Sec. 7.-----Reporting after Laying Off.
- Sec. 8.-----Ten Day Vacancy.
- Sec. 9.-----Temporary Vacancies - Foreman - Pilots
Yardmen Declining to Act as Foreman.
Yardmen - Declining to perform service as
Extra Foreman - Reinstatement of such rights.
Extra Yardmen - Will not be used to perform
Extra Foreman service until such time as they
perform service as yardman on 120 shifts.
List of Yardmen not to be used to perform
service as Extra Foreman.
- Sec. 10.-----Extra Board
- Sec. 11.-----Sub List Boards (Auxiliary Boards)
- Sec. 12.-----Records
- Sec. 13.-----Manner in which to fill Temporary Vacancies
for Yard Helpers.
- Sec. 14.-----Switchtenders
- Sec. 15.-----Seniority rights of Yardmen - Switchtenders -
Interchangeable.
- Sec. 16.-----Yard Service employee moves from a yard service
assignment to a road service assignment or vice
versa - Vacancy created will be filled under the
the Blanket Bulletin on same day.
- Sec. 17.-----Weighing Cars.

(Cont.)

I N D E X

ARTICLE 58

Sec. 18.-----Specified switch local crews working at Clay-
como - Air hose couplings on cars they were
required to couple together.

ARTICLE 58

MOBERLY, MISSOURI

Sec. 1. - Memorandum of Agreement effective June 15, 1971
Master Board

- (a) A master board will be established and maintained listing all assignments in the Moberly Yard and showing the correct position of all yardmen on their respective regular assignments. Assignments with the same starting time will be blocked together beginning with those starting at 6:30 a.m. and continuing to the last starting time at 12:00 midnight.
- (b) The board will be locked under glass, will be correctly adjusted at 12:00 noon each day for the following day, and copies will be posted and locked under glass not later than 3:00 p.m. in conspicuous position in yardmen's locker room at all points where yardmen are required to commence their tour of duty.
- (c) Separate lists will be included as a part of this board which will show those yardmen on extra board, those not to be used to fill vacancies as extra foreman, and those who are laying off, on leave of absence or under suspension.

Sec. 2. - Form of Job Advertisement Bulletins, Bids and
General Reassignments

- (a) In bulletining new assignments or permanent vacancies such bulletin will be posted not later than 9:00 a.m., and the following form will be used:

Bids will be received on the following vacancies
until 9:00 a.m., , 19 ;
assignment to be made for the following day:

Position - Starting time and place - Days off

All vacancies created by this assignment will
be filled in accordance with seniority of men
bidding.

- (b) When the word yardmen is hereinafter used, it will refer to both yardmen and switchtenders. (As used in Sections 1 thru 12 of this Article 58.)

Article 58, Section 2
Paragraph (c) (continued)

(c) Yardmen desiring to change jobs will bid and designate choices on bid in order of preference, as 1st, 2nd, 3rd, etc., choice. They may include as choices a general designation "any position to which my seniority may entitle me on the (starting shift) shift."

(d) (1) The requirements of a general designation choice on a bid will be considered fulfilled if the applicant is placed on any vacancy on the shift preferred as shown in the general designation choice.

(2) Applicants making general designation choice will be placed in seniority order on vacancies for which no application has been received in the order in which such vacancies appear on the master board for the shift. In event all such applicants are not placed on an assignment on the shift selected, then the junior yardmen in reverse seniority order, securing vacancies on that shift, will be removed from the positions in sufficient numbers to place senior general designation applicants on positions; and senior general designation applicants, assigned to the vacancies, in the order in which such vacancies appear on the master board for the shift.

(e) A yardman who has been absent from the service due to conditions described in Article 37, Section 3 of this Schedule, or on vacation with pay, throughout the life of a blanket bulletin issued in accordance with Paragraph (a) of this Section 2 may exercise his seniority on any position bulletined or made vacant while he was away or out of service.

(f) All assignments will be rebulletined so as to make the assignments effective on the date the change from Central Standard Time to Daylight Saving Time occurs and again on the date the change from Daylight Saving Time to Central Standard Time becomes effective. In event the use of Daylight Saving Time is discontinued by the City of Moberly, all assignments will be rebulletined twice each year so as to make the assignments effective May 1st and October 1st.

(g) (1) When assignments are bulletined pursuant to this section, all employees not absent from service during life of the bulletin will be required to bid for position desired and the provisions of Article 37, Section 5, of this Schedule will not apply.

Article 58, Section 2
Paragraph (g)(2) (continued)

(2) In event some employees do not submit sufficient choices to secure assignment, such employees will be assigned in seniority order on positions for which no bids are received, commencing with the first shift assignments and continuing through the third shift assignments in the order in which such positions appear on the master board, and, when these filled, assigned in the same order on positions to which junior employees would have otherwise been assigned. This in compliance with Article 37, Section 1 of this Schedule.

(h)

DELETED

Sec. 2. - Exercise of Seniority to Extra Board

The application of Article 37, Section 1 is suspended only to the extent necessary to allow the following:

(a) Any yardman entitled to displace under the rules may place himself on the extra board. When an assignment is bulletined pursuant to Section 2, any yardman may bid for the extra board. Any yardman who places himself on the extra board by bidding or bumping will remain thereon for thirty (30) calendar days, unless displaced by a senior yardman, forced to a regular assignment or cut off due to reducing the extra board.

(b) Vacancies which have been bulletined but not filled as a result of no bids being received will be filled by assigning extra yardmen (from the extra board in reverse seniority order).

(c) When bumping to the extra board, the junior man will be displaced therefrom.

(d) A yardman who places himself on the extra board by bidding or bumping when he has sufficient seniority to hold a regular assignment will forfeit any right to a protective allowance under any employee protection agreement during the period he remains on the extra board.

(e) A yardman who fails to place himself on a regular assignment or the extra board as a result of failing to bid or failing to make sufficient choices on his bid will be considered as having bid for the extra board. A yardman placed on the extra board by bidding, bumping or being forced will be placed at the foot of the extra board.

Article 58, Section 3
Paragraph (f) (continued)

(f) A yardman forced on a regular assignment may give up the regular assignment in event a yardman junior to him is marked on the extra board. The junior yardmen will be assigned to the vacancy created. A yardman giving up a regular assignment must make written request within seventy-two (72) hours after a junior yardman is marked on the extra board, and no change in assignments will be made until the expiration of the above mentioned seventy-two (72) hour period.

Sec. 4. - Displacements

(a) (1) A yardman desiring to displace a junior man, and permitted to do so under existing agreements, will be required to do so not less than three (3) hours prior to the first starting time period (6:30 a.m., 2:30 p.m. and 10:30 p.m.) of the shift on which he desires to place himself.

(2) Subsequent bumps resulting from this displacement will be made not less than two (2) hours prior to the starting time of assignment selected.

(b) In event a yardman who is not laying off or on vacation with pay cannot be contacted in sufficient time to enable him to exercise his seniority on an assignment with the same starting time as that from which he was displaced in accordance with the preceding paragraph, in order to avoid loss of time on one of the work days of the assignment from which he was displaced as a result, such yardman will immediately be placed first out on the extra board and will be permitted to work one tour of duty on that calendar day and shift off the extra board on the first vacancy starting at or after the starting time of the assignment from which he was displaced for which an extra yardman is otherwise required to be used and as though he had been notified of such vacancy one and one-half (1½) hours prior to the time required to report to fill such vacancy.

(c) In the event there is no vacancy on which the yardman can be used from the extra board in the application of Paragraph (b) of this section, such yardman will, if he so requests, be placed first out on the extra board on the following first off day of his regular assignment and permitted to work one tour of duty only off the extra board on that calendar day and on the shift on which regularly assigned providing such yardman has been unable to otherwise accumulate five (5) straight-time eight (8) hour shifts in the work week of his regular assignment.

Article 58, Section 3
Paragraph (c) (continued)

NOTE: In the application of Paragraphs (b) and (C), above, in the event there is more than one (1) such yardman to be marked up on the extra board on the same shift on the same day, they shall be marked up in seniority order with the senior man first out.

(d) In the application of this Section 4, yardmen will be advised promptly, when displaced, provided they can be contacted in the usual manner.

Sec. 5. - Exercise of Seniority Prohibited when Assignment Annulled on a Holiday

No yardman will be permitted to exercise his seniority when the assignment to which he is regularly assigned is annulled for any of the ten (10) holidays listed in Article 18 of this Schedule, or any day observed by the state or nation as the holiday in lieu of a day listed in Article 18.

Sec. 6. - Laying Off

Except in cases of emergency such as sudden illness of themselves or their family or accident, regularly assigned yardmen who desire to lay off will request permission to do so not less than two (2) hours prior to the starting time of their assignment.

Sec. 7. - Reporting After Laying Off

Regularly assigned yardmen who have been laying off will be required to report as available for service not less than two (2) hours prior to the starting time of their assignment.

Sec. 8. - Ten Day Vacancy

When a vacancy created by a regularly assigned yardman being absent from the service as a yardman for any reason, exclusive of days absent on vacation with pay, is known to be of more than ten (10) calendar days duration, such vacancy will be bulletined as a permanent vacancy and filled in accordance with the provisions of Section 2 hereof. (See Article 37, Section 2(b))

Article 58, Section 9

Sec. 9. - Temporary Vacancies for Foreman and Pilots

(a) Vacancies for foreman on regularly assigned crews will be filled by recourse to one of the following in the order listed below:

(1) By the senior assigned helper on the crew on which the vacancy exists, subject to the provisions of Paragraph (e) hereof.

(2) By the senior assigned helper on the shift, subject to the provisions of Paragraph (e) hereof.

(3) By an extra yardman in turn, subject to the provisions of Paragraph (g) hereof. When two (2) or more extra yardmen are used to fill vacancies on the same crew and it is necessary to use one of these extra yardmen as foreman, the senior of them shall be used as foreman, subject to the provisions of Paragraph (g) hereof.

(4) By the first out available regularly assigned man from the auxiliary list who is on his off days. When two (2) or more regularly assigned men from the auxiliary list are used to fill vacancies on the same crew and it is necessary to use one of those regularly assigned men as foreman on that crew, the senior of them shall be used as foreman.

(b) Vacancies for foreman on extra assignments and pilot jobs will be filled by recourse to one of the following in the order listed below:

(1) By the senior assigned helper on the shift, subject to provisions of Paragraph (e) hereof.

(2) By an extra yardman in turn, subject to the provisions of Paragraph (g) hereof. When two (2) or more extra yardmen are used to fill vacancies on the same crew and it is necessary to use one of these extra yardmen as foreman, the senior of them shall be used as foreman.

(3) By the first out available regularly assigned man from the auxiliary list who is on his off days. When two (2) or more regularly assigned men are used from the auxiliary list on the same extra crew and it is necessary to use one of such regularly assigned men as foreman on the extra crew, the senior of them shall be used as foreman.

Article 58, Section 9
Paragraph (c) (continued)

(c) On the effective date of this agreement all yardmen who have forfeited their rights to perform service as extra foreman will have such rights restored and will, thereafter, be subject to the provisions of this Section 9.

(d) A yardman declining to act as extra foreman must do so in writing on the calendar day preceding the date his change in status becomes effective.

(e) (1) Any assigned yardman declining to act as foreman on his own assignment will not be used to perform service as extra foreman on any assignment except as provided in Paragraph (a)(4), and Paragraph (b)(3).

(2) Any assigned yardman declining to act as extra foreman on other than his own assignment will not be used to perform service as extra foreman on any assignment other than his own except as provided in Paragraph (a)(4) and Paragraph (b)(3).

(f) Yardmen who may hereafter decline to perform service as extra foreman may reinstate such rights only by:

(1) Being the successful applicant for a bulletined vacancy for foreman, or by bumping a junior yardman regularly assigned as foreman;

(2) Exercising their seniority by being the successful applicant for, or bumping onto, a regular assignment as helper on another shift and notifying the General Yardmaster in writing that they desire to reinstate their rights as foreman.

(g) Extra yardmen now in service or who may hereafter enter the service with no previous experience in train or yard service will not be used to perform service as extra foreman until such time as they perform service as yardman on one hundred and twenty (120) shifts.

(h) A list of yardmen who are not to be used to perform service as extra foreman in accordance with the provisions of this agreement (Section) will be maintained in the General Yardmaster's Office.

(i) In the application of this Section, the regularly assigned helper who stands to be used as foreman on an existing vacancy (other than the same assignment on which he is assigned as helper) will be notified by telephone during the interim between one and one-half (1½) hours prior to the starting time of the vacancy and one and one-half (1½) hours prior to the starting time of his regular assignment.

Article 58, Section 9
Paragraph (1) (continued)

In the event the regularly assigned helper standing for the vacancy cannot be reached by telephone or the vacancy is not known to exist until after one and one-half (1½) hours prior to the starting time of the regularly assigned helper, then the next senior yardman standing to be used will be subject to notification and use in the same manner.

Sec. 10. - Extra Board

The yardmen's extra board will be operated as a rotary board as is hereinafter provided:

(a) The "work week" for extra yardmen will be a period of seven (7) consecutive days starting with Thursday.

(b) (1) Extra yardmen will be called one and one-half (1½) hours prior to the time they are required to report for duty, provided they can be reached by telephone without additional expense to the Carrier.

(2) An extra yardman laying off for any reason will not be permitted to mark up for a period of twelve (12) hours. Upon subsequently marking up for service, he will be marked at the bottom of the yardmen's extra board.

(3) An extra yardman missing a call for any reason will not be permitted to mark up for a period of twenty-four (24) hours. Upon subsequently marking up for service, he will be marked at the bottom of the yardmen's extra board, except as provided in Paragraph (b)(5) hereof.

(4) In event an extra yardman is requested by the Carrier to lay off for any reason, Paragraph (b)(2) of this provision will not apply, and upon subsequently marking up for service, upon being released by the Carrier, will be marked up at the bottom of the yardmen's extra board.

(5) An extra man who misses a short or emergency call will not lose his place on the board. A short or emergency call is one made outside the following periods:

Between 5:00 a.m. and 8:00 a.m.;
Between 1:00 p.m. and 4:00 p.m.;
Between 9:00 p.m. and 12:00 midnight.

Article 58, Section 10
Paragraph (c) (continued)

(c) In event more than one extra man is called for known vacancies at advance calling time with the same starting time, they will be used in the order in which jobs appear on the master board. (There will be no change in marking of extra men when a vacancy is the result of a man laying off after vacancies already filled.)

(d) Extra yardmen going to work on the same shift will be placed on the extra board at the completion of the day's work in the same order in which they stood at the beginning of the shift on which they performed service.

(e) An extra yardman who is notified to report for duty and who does report but is not used will be paid four (4) hours and be placed first out on the extra board. If held for a period of four (4) hours after reporting, or if required to perform service, he will be paid not less than eight (8) hours and placed last out on the extra board.

Paragraph (f)(1),(2),(3) and (4) are deleted -
See Article 37, Section 24 - Memorandum of Agreement
signed January 3, 1981, effective March 1, 1981.

Sec. 11. - Sub-List Boards (Auxiliary Boards)

In order to provide an orderly manner of using regularly assigned yardmen and switchtenders, when necessary, on their assigned days off, auxiliary lists will be established at Moberly, Missouri, in accordance with the following:

(a) When the word yardmen is hereinafter used it will refer to both yardmen and switchtenders that are qualified yardmen without an demarcation. (As used in this Section 11)

(b) Notice will be posted advising regularly assigned yardmen who wish to work extra on their shift on their assigned days off to make application therefor, in writing, to the office of the General Yardmaster within three (3) days.

(c) There will be an auxiliary list for each shift which shall consist of the yardmen regularly assigned on that shift who have made application for extra work in accordance with this agreement. These auxiliary lists will become operative three (3) days after the posted date of this agreement.

Article 58, Section 11
Paragraph (d) (continued)

(d) When the auxiliary lists are first established, regularly assigned yardmen making application for extra work on their days off pursuant to this agreement will be placed on the auxiliary list for their shift in seniority order. Thereafter men will be used from the auxiliary list in rotary fashion. Men used from the auxiliary will be marked up at the foot of the list on the completion of one (1) tour of duty in the order in which they stood when used for that tour of duty.

(e) In the event there is no extra man available, who has not already worked five (5) straight time eight (8) hour shifts in his work week (excluding the computations provided for in Article 18, Section 8, Paragraphs (c), (d) and (e))

at the time a man is to be designated to fill a particular vacancy, then the regularly assigned man, who has made application in accordance with this agreement for extra work on his assigned days off, standing first out on the auxiliary list for the shift and day on which the vacancy exists, and who is marked up as available for service, and has full time to work under the Hours of Service Law, will be used subject to Paragraph (g) hereof.

(f) A regularly assigned employee who has signified his desire to work extra on his assigned days off who does not wish to be used on his assigned day off to fill a temporary vacancy on a particular date will notify the General Yardmaster's office to that effect prior to going off duty the last work day before his regular assigned day off, and will not be marked up again until he reports to the office of the General Yardmaster that he desires to be placed on the auxiliary board, and will then be placed at the bottom of that auxiliary board.

(g) When it is necessary to use a regularly assigned yardman on his assigned day off in filling a vacancy that arises, the regularly assigned yardman first out on the auxiliary list for the shift on which the vacancy occurs will be notified not less than one and one-half (1½) hours in advance of the starting time of the crew on which the vacancy in question exists, providing he can be reached by telephone. Yardman missing an emergency call will not lose his place on the auxiliary board; emergency calls being defined the same as adjusting extra board as provided in Section 10(b)(5) hereof.

Article 58, Section 11
Paragraph (h) (continued)

(h) In the application of this Paragraph (h), a yardman holding assignment will be considered as assigned on the shift on which his relief assignment works on the fifth (5th) day of the work week of that assignment. Time lost from regular assignment by reason of the Hours of Service Law, as a result of being used on an assigned rest day under the provisions of this agreement, will not be paid for.

(i) A yardman changing from one (1) assignment to another as a result of bidding or bumping will not be marked up as available for extra work on the assigned days off of his new assignment until he makes written application therefor.

(j) All applications for assignment on the auxiliary lists must be received by the General Yardmaster's office not later than going off duty the last work day before regularly assigned days off. New additions to the auxiliary board will be placed last out.

(k) A regularly assigned yardman who lays off and fails to protect auxiliary board or refuses to take call when notified, other than as provided for in Paragraph (f) hereof, will be marked off the auxiliary list for a period of three (3) days from the date he fails to protect vacancy, at the expiration of which he will be marked up at the foot of the auxiliary list.

(l) A regularly assigned yardman used in filling a temporary vacancy in accordance with the provisions of this agreement will take the conditions of the vacancy filled and will be paid at one and one-half (1½) times the basic straight time rate of the position filled, provided he has worked five (5) straight time eight (8) hour shifts in the work week of the assignment he holds at the time he is used from the auxiliary list.

(m) Time lost from regular assignment by reason of the Hours of Service Law, as result of being used on an assigned rest day under the provisions of this Section 11, will not be paid for.

(n) A regularly assigned yardman used in filling vacancy in accordance with the provisions of this Section 11 will take the conditions of the vacancy filled and will be paid at one and one-half times the basic straight time rate of the position filled provided he has worked five (5) straight time eight (8) hour shifts in the work week of the assignment he holds at the time he is used from the auxiliary list.

Article 58, Section 12 (continued)

Sec. 12.

The local committee shall, on request, be permitted to inspect all records in connection with the application of this agreement.

Sec. 13. - Memorandum of Agreement signed April 28, 1975, Effective May 15, 1975

(a) Temporary vacancies for yard helpers will be filled by recourse to one of the following in the order listed below:

- (1) Yardmen's Extra Board.
- (2) Yardmen's Auxiliary Board.
- (3) Yardmen in seniority order who are available with eight (8) hours to work.
- (4) Furloughed yardmen with prior rights to yard service in Moberly Yard as of February 28, 1973.
- (5) Brakemen's Extra Board for St. Louis, Moulton and Hannibal Districts.

Sec. 14. - Letter of Understanding dated April 12, 1949

(a) Effective April 16, 1949, the three (3) switchtenders employed at Moberly, Missouri, will be paid at the established daily rate paid yard helpers.

(b) Switchtenders employed at Moberly may be required to:

- (1) Perform all the duties they are now being required to perform.
- (2) Handle switches for the movement of trains, engines, yard crews, etc., at any point in the Moberly Yard.
- (3) Accompany trains, engines, etc., while being turned on the wye.
- (4) Accompany engines moving between roundhouse and yards or passenger station.

Article 58, Section 14
Paragraph (b)(5) (continued)

(5) Couple engines on trains or cars and uncouple engines from trains or cars.

(6) Accompany trains, engines, etc., moving between points within the switching limits at Moberly.

(c) The switchtenders employed at Moberly will not be subject to the starting time rules for yard crews.

Sec. 15. - Memorandum of Agreement effective February 6, 1953

(a) Effective February 6, 1953, the seniority rights of yardmen and switchtenders will be interchangeable subject to the provisions of Paragraphs (c) and (f) of this Section 15.

(b) Seniority rights of yardmen and switchtenders will be preserved as in effect prior to February 6, 1953, in their respective classes, and yardmen not already holding seniority as switchtenders will begin to acquire seniority as switchtenders, and switchtenders not already holding seniority as yardmen will begin to acquire seniority as yardmen.

(c) Switchtenders not carried on the seniority roster of yardmen will be required to pass the required physical examination for entrance to service as a yardman before being placed on that seniority roster. Switchtenders who do not now hold seniority as a yardman, who fail to take or pass the required physical examination for entrance to service as a yardman on or before March 1, 1953, will not acquire any rights as a yardman under this Section 15.

(d) Yardmen placed on the seniority roster of switchtenders in accordance with Paragraph (b) of this Section 15, will be placed on that roster in the order in which they stand on the yardmen's seniority roster with a seniority date of February 6, 1953, and designated as A, B, C, etc., and switchtenders placed on the seniority roster of yardmen in accordance with Paragraph (b) of this Section 15 will be placed on that roster in the order in which they stand on the switchtenders' seniority roster with a seniority date of February 6, 1953, and designated as A, B, C, etc.

Article 58, Section 15
Paragraph (e) (continued)

(e) An employee, when performing service as switchtender, will be subject to the conditions governing switchtenders, including the conditions stated in the Letter Agreements of April 2, 1949, and November 3, 1949.

(f) An individual who enters the service of the Carrier as a switchtender subsequent to February 6, 1953, will, provided he has passed the required physical examination for entrance to service as a yardman, acquire a seniority date as yardman as of the same date he acquires seniority as a switchtender.

Sec. 16. - Memorandum of Agreement signed May 22, 1974,
Effective June 1, 1974

(a) In bulletining new assignments or permanent vacancies in road or yard service to road brakemen on the Kansas City, Stanberry and Council Bluffs Districts (formerly 17th, 18th and 19th Districts) and to yardmen on the Kansas City-Council Bluffs dovetailed seniority roster, under Section 14(a) and (b) of the Memorandum of Agreement signed February 27, 1973, and as a result thereof a yard service employee moves from a yard service assignment to a road service assignment, or a road service employee moves from a road service assignment to a yard service assignment, all vacancies created by the assignment (road or yard) will be filled under the blanket bulletin on the same day in accordance with seniority of the road man and/or yardman bidding.

(b) Provisions of existing agreements in conflict with the foregoing are superseded insofar as road brakemen on the Kansas City, Stanberry, and Council Bluffs Districts (formerly 17th, 18th and 19th Districts) and Kansas City and Council Bluffs yardmen are concerned during the life of this agreement.

Sec. 17. - Letter of Understanding dated May 31, 1978

Yardmen will not be held responsible for errors made in weighing cars except in cases where it is determined that a yardman or yardmen knowingly and willfully weighs a car incorrectly or reports a false weight.

Sec. 18. - Letter of Understanding dated April 25, 1980

When specified switch local crews working at Claycomo are instructed to get a track(s) together, a notation will be made on Carrier's "Activity Sheet" showing whether or not the crew was specifically instructed to also make the air hose couplings on the cars they were required to couple together.

I N D E X

ARTICLE 59 - SPRINGFIELD, ILLINOIS

Sec. 1.-----Bulletining Provisions

ARTICLE 59

SPRINGFIELD, ILLINOIS

Sec. 1. - Memorandum of Agreement effective April 24, 1961

(a) A general re-assignment of all yard employees, Springfield, Illinois, will be made on all assignments, regular and relief, and will be re-bulletined in accordance with Article 37, Section 2 of this Schedule, so as to make them effective May 1st and November 1st of each year.

(b) When assignments are bulletined pursuant to this Article, all employees not absent from service during life of the bulletin will be required to bid for position desired and the provisions of Article 37, Section 5 will not apply.

(c) In event some employees do not submit sufficient choices to secure assignment, such employee will be assigned in seniority order on positions for which no bids are received, commencing with the first shift assignments and continuing through a later shift or shifts in the order in which such positions appear on the master board, and when these are filled, assigned in the same order on positions to which junior employees would have otherwise been assigned. This in compliance with Article 37, Section 1 of this Schedule.

I N D E X

ARTICLE 60 - ST. LOUIS, MISSOURI

- Sec. 1.-----Establishment of Master Board
- Sec. 2.-----Form of Job Advertisement - Bulletins - Bids
- Sec. 3.-----Bi-Monthly Re-Selection of Assignments
- Sec. 4.-----Ten Day Vacancy
- Sec. 5.-----Exercise of Seniority to Extra Board
- Sec. 6.-----Displacements
- Sec. 7.-----Laying Off
- Sec. 8.-----Reporting after Laying Off.
- Sec. 9.-----Exercise of Seniority prohibited when assignment annulled on a Holiday.
- Sec. 10.-----Temporary Vacancies - Foreman - Pilots
Yardmen - Declining to perform service as
Extra Foreman - Reinstatement of such rights.
Extra Yardman - Will not be used to perform
Extra Foreman service until such time as they
perform service as yardman on 120 shifts.
- Sec. 11.-----Extra Board
- Sec. 12.-----Sub-List Boards (Auxiliary Boards)
- Sec. 13.-----Records
- Sec. 14.-----N&W-Southern St. Louis Consolidation Agreement

ARTICLE 60

ST. LOUIS, MISSOURI

Sec. 1. - Memorandum of Agreement effective September 10, 1968 - Master Board

(a) A master board will be established and maintained listing all assignments in the St. Louis Consolidated Terminal and showing the correct position of all yardmen on their respective regular assignments. Assignments with the same starting time will be blocked together beginning with those starting at 6:30 a.m. and continuing to the last starting time at 12:00 midnight.

(b) The board will be locked under glass, will be correctly adjusted at 12:00 noon each day for the following day, and copies will be posted and locked under glass not later than 3:00 p.m. in conspicuous position in yardmen's locker room at all points where yardmen are required to commence their tour of duty.

(c) Separate lists will be included as a part of this board which will show those yardmen on extra board, those not to be used to fill vacancies as extra foreman, and those who are laying off, on leave of absence or under suspension.

Sec. 2. - Form of Job Advertisement Bulletins and Bids

(a) In bulletining new assignments or permanent vacancies such bulletin will be posted not later than 10:00 a.m. and the following form will be used:

Bids will be received on the following vacancies until 10:00 a.m., _____, 1st _____, assignment to be made for the following day:

Position - Starting Time - Starting Place

All vacancies created by this assignment will be filled in accordance with seniority of men bidding.

(b) Yardmen desiring to change jobs will bid and designate choices on bid in order of preference, such as 1st, 2nd, 3rd, etc., choice. They may include as choices a general designation "any position to which my seniority may entitle me on the (stating shift) shift".

(c) (1) The requirements of a general designation choice on a bid will be considered fulfilled if the applicant is placed

Article 60, Section 2
Paragraph (c)(1) (continued)

on any vacancy on the shift preferred as shown in the general designation choice.

(2) In event assignment is to be made involving more than one similar designation choice on a shift, in placing general designation applicants on positions, the junior yardmen in reverse seniority order securing vacancies on that shift will be removed from positions in sufficient numbers to place senior general designation applicants on positions, and senior general designation applicants assigned to the vacancies in the order in which such vacancies appear on the yardmen's master board for the shift.

(d) A yardman who has been absent from the service due to conditions described in Article 37, Section 3 of this Schedule, or on vacation with pay, throughout the life of a blanket bulletin issued in accordance with Paragraph (a) of this section may exercise his seniority on any position bulletined or made vacant while he was away or out of service.

Sec. 3. - Bi-Monthly Re-Selection of Assignments

When yardmen desire different assignments, such changes will be made only on the 1st and 16th days of the month, and yardmen desiring such changes shall give not less than 48 hours' written notice to the proper Carrier officer prior to the starting time of the assignment desired, except that this paragraph shall not prevent a yardman from exercising his seniority under the rules, rest period permitting, at any time he is:

- (1) displaced, or
- (2) when his position is abolished, or
- (3) when new regular assignment is established, or
- (4) when vacancy of indefinite length on existing assignment has been open for at least three days, or
- (5) when his assignment is laid in as provided in 4(a) below.

EXAMPLE - Man working on a 7:00 a.m. assignment, change to be made on the 16th day of the month, will notify the proper Carrier officer in writing not later than 8:00 a.m. on the 14th, will work the 7:00 a.m. assignment on the 15th, and will take the 8:00 a.m. assignment on the 16th, provided his seniority permits.

Article 60, Section 4

Sec. 4. - Ten Day Vacancy

When a vacancy created by a regularly assigned yardman being absent from the service as a yardman for any reason, exclusive of days absent on vacation with pay, is known to be of more than ten (10) calendar days duration, such vacancy will be bulletined as a permanent vacancy and filled in accordance with the provisions of Section 2 hereof. (See Article 37, Section 2(b)).

Sec. 5. - Exercise of Seniority to Extra Board

The application of Article 37, Section 1 is suspended only to the extent necessary to allow the following:

- (a) Any yardman entitled to displace under the rules may place himself on the extra board. When an assignment is bulletined pursuant to Section 2, any yardman may bid for the extra board. Any yardman who places himself on the extra board by bidding or bumping will remain thereon for thirty (30) calendar days, unless displaced by a senior yardman, forced to a regular assignment or cut off due to reducing the extra board.
- (b) Vacancies which have been bulletined but not filled as a result of no bids being received will be filled by assigning extra yardmen (from the extra board in reverse seniority order).
- (c) When bumping to the extra board, the junior man will be displaced therefrom.
- (d) A yardman who places himself on the extra board by bidding or bumping when he has sufficient seniority to hold a regular assignment will forfeit any right to a protective allowance under any employee protection agreement during the period he remains on the extra board.
- (e) A yardman who fails to place himself on a regular assignment or the extra board as a result of failing to bid or failing to make sufficient choices on his bid will be considered as having bid for the extra board. A yardman placed on the extra board by bidding, bumping or being forced will be placed at the foot of the extra board.

Article 60, Section 5
Paragraph (f) (continued)

(f) (1) A yardman forced on a regular assignment may give up the regular assignment in event a yardman junior to him is marked on the extra board. The junior yardmen will be assigned to the vacancy created. A yardman giving up a regular assignment must make written request within seventy-two (72) hours after a junior yardman is marked on the extra board, and no change in assignments will be made until the expiration of the above mentioned seventy-two (72) hour period.

(2) Taken from Letter Dated November 18, 1968
When a seventy-two (72) hour written notice is received in the general yardmaster's office, it will be stamped and dated, and made a part of the permanent record. At 12:01 a.m., the following day, the seventy-two (72) hour period will begin and at 12:01 a.m., on the third (3rd) day following, the change in assignments will be made.

Sec. 6. - Displacements

(a) When yardmen displace, the first displacement on any calendar day must be made not less than three and one-half (3½) hours prior to the first starting period (6:30 a.m., 2:30 p.m., or 10:30 p.m.) of the shift on which the yardman displacing desires to place himself, and subsequent bumps on that calendar day, resulting from this displacement, must be made not less than two and one-half (2½) hours prior to the starting time of the assignment selected.

(b) In the event a yardman who is not laying off or on vacation with pay cannot be contacted in sufficient time to enable him to exercise his seniority on an assignment with the same starting time as that from which he was displaced in accordance with the preceding paragraph, in order to avoid loss of time on one of the work days of the assignment from which he was displaced as a result, such yardman will immediately be placed first out on the extra board and will be permitted to work one tour of duty on that calendar day and shift off the extra board on the first vacancy starting at or after the starting time of the assignment from which he was displaced for which an extra yardman is otherwise required to be used and as though he had been notified of such vacancy one and one-half (1½) hours prior to the time required to report to fill such vacancy.

Article 60, Section 6
Paragraph (c) (continued)

(c) In the event there is no vacancy on which the yardman can be used from the extra board in the application of Paragraph (b) above, such yardman will, if he so requests in writing, be placed first out on the extra board on the following first off day of his regular assignment and permitted to work one tour of duty only off the extra board on that calendar day and on the shift on which regularly assigned providing such yardman has been unable to otherwise accumulate five (5) straight time eight (8) hour shifts in the work week of his regular assignment.

NOTE: In the application of Paragraphs (b) and (c), above, in the event there is more than one (1) such yardman to be marked up on the extra board on the same shift on the same day, they shall be marked up in seniority order with the senior man first out.

(d) In the application of this Section 6, it is understood that employees will be advised immediately when displaced provided they can be contacted in the usual manner.

Sec. 7. - Laying Off

Except in cases of emergency such as sudden illness of themselves or their family or accident, regularly assigned yardmen who desire to lay off will request permission to do so not less than two and one-half (2½) hours prior to the starting time of their assignment.

Sec. 8. - Reporting After Laying Off

Regularly assigned yardmen who have been laying off will be required to report as available for service not less than two and one-half (2½) hours prior to the starting time of their assignment.

Sec. 9. - Exercise of Seniority Prohibited When Assignment Annulled on a Holiday

No yardman will be permitted to exercise his seniority when the assignment to which he is regularly assigned is annulled for any of the ten (10) holidays listed in Article 18 of this Schedule, or any day observed by the state or nation as the holiday in lieu of a day listed in Article 18.

Sec. 10. - Temporary Vacancies for Foreman and Pilots

(a) Vacancies for foreman on regularly assigned crews will be filled by recourse to one of the following in the order listed below:

(1) By the senior assigned helper on the crew on which the vacancy exists, subject to the provisions of Paragraph (f) hereof.

(2) By the senior assigned helper starting to work on the same shift and place as the job on which the vacancy exists, subject to the provisions of Paragraph (f) hereof. A regularly assigned helper to be used as foreman on a job starting at other than his regular starting time will be so notified by telephone not less than one and one-half (1½) hours prior to the starting time of his regular assignment. In the event he cannot be reached by telephone, then the next senior qualified yardman may be used.

(3) By an extra yardman in turn, subject to the provisions of Paragraph (h) hereof. When two or more extra yardmen are used to fill vacancy on the same crew and it is necessary to use one of these extra yardmen as foreman, the senior of them shall be used as foreman, subject to the provisions of Paragraph (h) hereof.

(4) By assigned yardman standing to be used on off days as provided by Section 12 hereof (Auxiliary Board). When two or more auxiliary yardmen are used to fill vacancies on the same crew, and it is necessary to use one of these auxiliary yardmen to fill vacancy as foreman, the senior man shall be used.

(b) Vacancies for foreman on extra assignments and pilot jobs, except as provided in Paragraph (c) hereof, will be filled by recourse to one of the following in the order listed below:

(1) By extra yardmen in turn, subject to the provisions of Paragraph (h) hereof. When two or more extra yardmen are used on the same crew, the senior of them will be used as foreman subject to provisions of Paragraph (h) hereof.

Article 60, Section 10
Paragraph (b)(2) (continued)

(2) By assigned yardman standing to be used on off days as provided by Section 12 hereof (Auxiliary Board). When two or more auxiliary yardmen are used to fill vacancies on the same crew, and it is necessary to use one of these auxiliary yardmen to fill vacancy as foreman, the senior man shall be used.

(c) In accordance with present practices, when pilot is to be used from North St. Louis Yards to Brooklyn Yard, the senior available yardman who is qualified to perform such service under the operating rules of the Terminal Railroad Association will be used.

(d) On the effective date of this agreement yardmen who have forfeited their rights to perform service as extra foreman will have such rights restored and will, thereafter, be subject to the provisions of this Section 10.

(e) A yardman declining to act as extra foreman must do so in writing on the calendar day preceding the date his change in status becomes effective.

(f) Any assigned yardman declining to act as extra foreman on his own assignment will not be used to perform service as extra foreman on any assignment except as provided in Paragraph (a)(4) and Paragraph (b)(2).

Any assigned yardman declining to act as extra foreman on other than his own assignment will not be used to perform service as extra foreman on any assignment other than his own except as provided in Paragraph (a)(4) and Paragraph (b)(2).

(g) Yardmen who may hereafter decline to perform service as extra foreman may reinstate such rights only by:

(1) Being the successful applicant for a bulletined vacancy for foreman, or by bumping a junior yardman regularly assigned as foreman.

(2) Exercising their seniority by being the successful applicant for, or bumping onto, a regular assignment as helper on another shift and notifying the General Yardmaster in writing that they desire to reinstate their rights as extra foreman.

Article 60, Section 10
Paragraph (h) (continued)

(h) Extra yardmen now in service or who may hereafter enter the service with no previous experience in train or yard service will not be used to perform service as extra foreman until such time as they perform service as yardman on one hundred twenty (120) shifts.

Sec. 11. - Extra Board

The yardmen's extra board will be operated as a rotary board as is hereinafter provided:

(a) The work week for extra yardmen will be a period of seven (7) consecutive days starting with Thursday.

(b) (1) Extra yardmen will be called between two (2) and two and one-half (2½) hours prior to the time they are required to report for duty, provided they can be reached by telephone without additional expense to the Carrier.

(2) An extra yardman who has been laying off for any reason or who misses a call, who reports for duty twelve (12) hours or more after the time he laid off or missed the call, will be marked up last out. If he reports available for duty less than twelve (12) hours after he laid off or missed the call, he will be marked up last out at the expiration of twelve (12) hours from the time he laid off or missed the call.

(3) In the event an extra yardman is required to lay off for the purpose of attending an investigation, the twelve (12) hour provision in the foregoing will not apply, and such extra employee will be placed last out on the extra board and be subject to call after he reports.

(4) An extra man who misses a short or emergency call will not lose his place on the board. A short or emergency call is one made outside the following periods:

Between 4:00 a.m. and 8:00 a.m.
Between 12:00 noon and 4:00 p.m.
Between 8:00 p.m. and 12:00 midnight

(c) In event more than one (1) extra man is called for known vacancies at advance calling time with the same starting time, they will be used in the order in which jobs appear on the master board. (There will be no change in marking of extra men when a vacancy is the result of a man laying off after vacancies already filled.)

Article 60, Section 11
Paragraph (d) (continued)

(d) Extra yardmen going to work on the same shift will be placed on the extra board at the completion of the day's work in the same order in which they stood at the beginning of the shift on which they performed service.

(e) Extra yardmen will be permitted to accumulate five (5) straight time eight (8) hours shifts in their work week, and after accumulating such shifts will be by-passed and will not again be used to perform service in that work week except when no auxiliary yardmen are available as provided in Section 12(k) of this agreement.

(f) An extra yardman who is notified to report for duty and who does report but is not used will be paid four (4) hours and be placed first out on the extra board. If held for a period of four (4) hours after reporting, or if required to perform service, he will be paid not less than eight (8) hours and placed last out on the extra board.

(g) Weekly adjustment of the extra board will be made each Wednesday. Adjustment will be made effective for the first shift Thursday and will be based on the extra work for the preceding seven (7) day period ending with the third shift for Tuesday, in accordance with the following:

Paragraph (g)(1), (2), (3) and (4) are deleted -
See Article 37, Section 24 - Memorandum of Agreement
signed January 3, 1981, effective March 1, 1981.

Sec. 12. - Sub-List Boards (Auxiliary Boards)

In order to provide an orderly manner for using regularly assigned yardmen, when necessary, on their assigned days off, auxiliary list will be established in accordance with the following:

(a) There will be an auxiliary list for each shift which will consist of yardmen regularly assigned on that shift. Yardmen will be considered assigned to the shift on which their regular assignment performs service on the fifth (5th) day of its work week.

(b) Regularly assigned yardmen who have, prior to the effective date of this agreement, indicated their desire to be used for extra work on their days off will comprise the auxiliary lists as of the effective date of this agreement.

Article 60, Section 12
Paragraph (c) (continued)

(c) Yardmen will be used from the auxiliary list in rotary fashion. Men used from the auxiliary list will be marked up at the foot of the list on the completion of one (1) tour of duty in the order in which they stood when used for that tour of duty.

(d) In event there are no extra men available who have eight (8) hours to work under the Hours of Service Law who have not already worked five (5) straight-time eight (8) hour shifts in their work week (excluding the exceptions from the computations provided for in Article 16, Section 8, Paragraphs (c), (d) and (e)) at the time a vacancy is to be filled, then the regularly assigned yardman standing first out on the auxiliary list for the shift on which vacancy exists and who has eight (8) hours to work under the Hours of Service Law and is available for notification in the usual manner will be called for such vacancy between one and one-half (1½) and two and one-half (2½) hours prior to the time he is required to report for duty.

(e) A regularly assigned yardman who has signified his desire to work extra on his assigned day off who does not wish to be used on a particular date will notify the General Yardmaster to that effect, in writing, prior to the time the board is adjusted for the particular date he does not wish to be used, and will be marked at the foot of the auxiliary list.

An employee may remove himself from the auxiliary list by notifying the General Yardmaster, in writing, to that effect not less than three (3) hours prior to the daily adjustment of the board.

(f) A yardman declining, missing or failing to protect a call for service from the auxiliary list who has not advised that he did not desire to work as provided by Paragraph (e) hereof will not be marked on auxiliary list for a period of ten (10) calendar days from the date he fails to protect vacancy, misses call or declined, at the expiration of which period he will be marked at the foot of the auxiliary list.

(g) A yardman changing from one assignment to another as a result of bidding or bumping will not be marked up as available for extra work on the assigned days off of his new assignment until he makes written application therefor.

(h) All applications for assignment on the auxiliary lists must be received by the General Yardmaster at least three (3) hours prior to the daily adjustment of the board. New additions to an auxiliary list will be placed last out.

Article 60, Section 12
Paragraph (i) (continued)

(i) Time lost from regular assignment by reason of the Hours of Service Law, as result of being used on an assigned rest day under the provisions of this Section 12, will not be paid for.

(j) A regularly assigned yardman used in filling vacancy in accordance with the provisions of this Section 12 will take the conditions of the vacancy filled and will be paid at one and one-half (1½) times the basic straight-time rate of the position filled provided he has worked five (5) straight-time eight (8) hour shifts in the work week of the assignment he holds at the time he is used from the auxiliary list.

(k) When a vacancy cannot be filled from the auxiliary list by a regularly assigned yardman on his assigned days off in the manner outlined in this Section 12, then yardmen assigned to yardmen's extra board who have completed five (5) straight-time eight (8) hour shifts in the work week will be used in turn. In event extra yardman fails to protect such vacancy, misses call or declines, he will not be used to protect vacancies as provided in this Paragraph (k) for the remainder of the current work week.

Sec. 13.

The Local Committee shall, on request, be permitted to inspect all records in connection with the application of this agreement. (This Article 60)

Agreement NS & OPS - St. Louis Terminal
Article 60, Section 14

IMPLEMENTING AGREEMENT

Between

NORFOLK AND WESTERN RAILWAY COMPANY
SOUTHERN RAILWAY COMPANY
EAST ST. LOUIS TERMINAL COMPANY

And Their Employees

Represented By

THE UNITED TRANSPORTATION UNION

WHEREAS, on March 25, 1982, the Interstate Commerce Commission ("ICC") in Finance Docket 29430 (Sub-No. 1) approved the application of Norfolk and Western Railway Company ("NW") and Southern Railway Company ("SR"), including East St. Louis Terminal Company, of their desire to merge, consolidate and coordinate facilities and operations as described in said notice;

AND WHEREAS, the ICC Order imposed the employee protective conditions set forth in New York Dock Ry. Control - Brooklyn Eastern Dist. 354 ICC 399 (1978) as modified at 360 ICC 60 (1979) ("New York Dock Conditions"), copy attached as Appendix "A";

AND WHEREAS, pursuant to Article 1, Section 4(a), of the New York Dock II Conditions, NW and SR, including East St. Louis Terminal Company, have notified the employees of their intention to coordinate their respective facilities, operations and services at St. Louis, Missouri and East St. Louis, Illinois;

NOW THEREFORE, it is agreed:

Article 60, Section 14 (continued)

ARTICLE I

Section 1

NW (former Wabash) Schedule Agreements will be effective in St. Louis consolidated terminal for all yard service employees, except as shown in Appendix "E." This shall not constitute a precedent with regard to other coordinations.

Section 2

Road employees of either railroad involved in the consolidation may be required to perform service throughout the consolidated terminal in accordance with the applicable schedule agreements in the same manner as though such consolidated terminal were a terminal of said railroad.

Section 3

Road and yard employees may be required to report and be relieved at designated points in the consolidated terminal as long as such points meet the requirements of applicable schedule agreements, interpretations and practices thereunder.

Section 4

When a road service employee is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the employee.

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

Article 60, Section 14 (continued)

ARTICLE II - SWITCHING LIMITS

The consolidated switching limits are as indicated below and on Appendix "B":

Southern

On the east: On St. Louis District M.P. 7 + 3,814 feet

Norfolk and Western

On the north: On Brooklyn District line to 1,000 feet north of M.F. Det. 473

On the east: On Madison District line to 2,045 feet east of M.P. 445

On the west: On "Luther" line of St. Louis District to 4,098 feet north of M.P. St. L. 7; on "Union Depot" line of St. Louis District to 2,767 feet west of M.P. St. L. 8

Norfolk and Western (Former IT):

Between East St. Louis, St. Louis and Alton via McKinley Yard, Troy Junction, Edwardsville and Wood River on the Troy and Eastern Line;

Between East St. Louis, St. Louis and Alton via Madison, Granite City and Wood River on the Alton and Eastern Line.

ARTICLE III

A seniority roster will be established (Appendix "C") for purpose of filling regular and extra yard service vacancies within the consolidated St. Louis Terminal by integrating the respective seniority rosters of yard service employees of the Southern St. Louis District into the rosters of the Norfolk and Western St. Louis Terminal yard service employees, on the following percentage basis:

Article 60, Section 14 (continued)

	<u>NW 1</u>	<u>SOU 1</u>
Yard Conductors and Brakemen	79	21
Yard Firemen	82	18

NOTE 1: The above percentages for yard conductors and yard brakemen are based on the total man-hours worked during the 12-month period June, 1980, through May, 1981. Percentages for yard firemen were calculated by using total engine hours for the same period, including hostler hours.

NOTE 2: Southern St. Louis District yard firemen, foremen and helpers who derived prior rights to St. Louis yard positions as a result of the agreements of April 29, 1976 for Yardmen and October 15, 1973 for Firemen will be slotted according to their prior rights; after which the remaining employees on this roster will be slotted in accordance with their relative standing.

NOTE 3: Rosters established under the above formula take into consideration disabled and promoted employees by slotting such employees in seniority order within the same slot as respective active employees so that each equity slot contains one active employee.

Article 50, Section 14 (continued)

NOTE 4: Employees exercising seniority within the St. Louis Terminal will be governed by N&W displacement rules, subject to standing on the new integrated (percentaged) seniority roster.

ARTICLE IV

Employees hired subsequent to the effective date of this agreement in the consolidated St. Louis Terminal will be placed on the bottom of the respective St. Louis Terminal Roster (attached) and will acquire seniority rights only on St. Louis Terminal. Employees hired subsequent to the effective date of this agreement on the Southern St. Louis District will not acquire seniority rights in the consolidated St. Louis Terminal.

ARTICLE V

Adequate locker room facilities including hot and cold running water, showers, with soap and paper towels will be provided. The facility shall be adequately heated, lighted and ventilated and will be provided with sufficient lockers for use by regular and extra employees. Should a parking problem exist, such as lighting, ample space, all-weather surfacing, etc., the parties will meet promptly for the purpose of correcting such problem.

Article 60, Section 14 (continued)

ARTICLE VI

(a) The NW-IT Implementing Agreement dated April 2, 1982, except as amended by this agreement, is preserved.

(b) It is understood that former Southern employees covered under Travelers Insurance Company Group Policy Contract GA-23000 will continue to be covered thereunder (subject to terms of such contract) in lieu of being covered by the Wabash Memorial Hospitalization Association. Former Wabash employees will continue to be covered by the Wabash Memorial Hospitalization Association.

ARTICLE VII

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 within the coordinated territory.

ARTICLE VIII

A. The labor protective conditions set forth in the New York Dock Railway Control, Brooklyn East District 360 ICC 60 (1979) (New York Dock) imposed by the Interstate Commerce Commission in Finance Docket 29430 (Sub No. 1) and related proceedings, and which are attached and made a part hereof as Appendix "A" shall be applicable to both road and yard employees determined to be "displaced employees" or "dismissed employees" as a result of the coordinated operation as set forth herein.

Article 60, Section 14 (continued)

B. The potential earnings of yard and/or road assignments operating at or out of the home terminals of the crews protecting coordinated service or within a thirty (30) mile radius therefrom, will be posted in \$50.00 increments by the Carriers to be used as a guide for employees to evaluate seniority and compensation. Such information will be only for the guidance of protected employees and will not be construed as a guarantee that any assignment will earn the amounts specified.

ARTICLE IX

A. In order that the provisions of the first proviso set forth in Article I, Section 3 of the conditions contained in New York Dock may be properly administered, each employee determined to be a "displaced employee" or a "dismissed employee" as a result of this Agreement who also is otherwise eligible for protective benefits and conditions under some other job security or other protective conditions or arrangements shall, within ten (10) days after having established "displaced" or "dismissed" status under the conditions set forth in New York Dock, elect between the benefits under such other arrangement and this Agreement. This election shall not serve to alter or affect any application of the substantive provisions of Article I, Section 3.

B. In the event an employee fails to make such election within the said ten (10) day period, he shall continue to be entitled to the protective benefits under the provisions of such

Article 60, Section 14 (continued)

other protective conditions or arrangement and will not be subject to the protective benefits of this Agreement.

C. There shall be no duplication of protective benefits receivable by any employee under this Agreement and any other agreement or protective arrangement.

D. If, subsequent to the effective date of the coordination described herein, Carrier officers, supervisory officials or organization representatives exercise seniority rights in road and/or yard service, then, during the period such seniority is exercised, such persons who meet the definitions of "displaced" or "dismissed" employees in the New York Dock Conditions shall be entitled to the same protection afforded employees in road or yard service in which such seniority is exercised. When determining the "average monthly compensation" for such employees, it is understood that:

1. As to "full time" organization representatives, Carrier officers and supervisory officials who do not work in the class or classes in which they hold seniority while holding office, will have his average monthly compensation and average monthly time paid for calculated by taking the average of the average monthly compensation and average monthly time paid for of the two (2) protected employees immediately above and below him on the same seniority roster provided he does not

Article 60, Section 14 (continued)

work in his craft twelve (12) months prior to being adversely affected.

2. As to other than "full time" organization representatives, their "average monthly compensation" will first be arrived at by determining the individual's average monthly compensation during the last twelve (12) months in which he performed service immediately preceding his displacement. The "average monthly compensation" as thus determined will then be increased by the amount of 1.2 basic days' pay at the rate of service in which engaged at the time the individual laid off for each date on which the individual lost time (or, in the case of an extra employee, was laying off) to participate in organization business.

3. The dates, and rate of pay applicable to each, on which the individual lost time (or, in the case of an extra employee, was laying off) in order to participate in organization business will be certified by the individual involved and by an officer of his organization and furnished to the designated officer of the Carrier.

Article 6D, Section 14 (continued)

E. If, subsequent to the effective date of this Agreement, officials or supervisory personnel exercise seniority rights in the craft or class of employees protected by this Agreement, no employees subject to this Agreement shall be deprived of the protection afforded herein.

ARTICLE X

A. Each "dismissed employee" shall submit to the Carrier a claim with the following information for the month in which he is claiming benefits on a form (sample to be attached) provided by the Carrier and in accordance with the applicable claim or grievance procedures for handling protective conditions.

1. The day(s) claimed by such employee under any unemployment insurance act.

2. The day(s) each such employee worked in other employment, the name and address of the employer and the gross earnings made by the "dismissed employee" in such other employment.

B. In the event an employee referred to in this Article X is entitled to unemployment benefits under applicable law but forfeits such unemployment benefits under any unemployment insurance law because of failure to file for such unemployment

Article 60, Section 14 (continued)

benefits (unless prevented from doing so by sickness or other valid causes) for purposes of the application of Subsection (c) of Section 6 of Appendix "A" he shall be considered the same as if he had filed for, and received, such unemployment benefits.

C. If the employee referred to in this Article X has nothing to report under this Article X account not being entitled to benefits under any unemployment insurance law and having no earnings from any other employment, such employee shall submit, within the time period provided for in Section A of this Article X the appropriate form stating "Nothing to Report."

ARTICLE XI

An employee whose job is abolished as a result of the transaction or who is displaced by such an employee and becomes unable to secure a position through the exercise of seniority under existing agreements and is eligible to receive a dismissal allowance, may be offered a position by the Carriers in their craft (every effort to be made to limit such offers to adjacent seniority districts). Such employee shall be given thirty (30) days' notice of such offer and must elect one of the following options prior to the expiration of the notice:

1. To accept the offer;

Article 60, Section 14 (continued)

2. Resign from all service and accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936; or

3. To be furloughed without protection during the furlough.

In the event an employee fails to make such an election, he shall be considered to have exercised option 3.

Employees accepting a job offer pursuant to this Article XI requiring a change of residence will be subject to the moving and real estate expenses provided in Sections 9 and 12 of the New York Dock Conditions. Employees accepting the offer will be ranked on the appropriate roster as of the date of acceptance.

Employees transferred to other rosters pursuant to this Section will retain seniority rights and recall rights on their previous rosters. If recalled, they shall accept such recall in accordance with the appropriate Agreement or forfeit all seniority on their previous roster. If they accept such recall, they shall forfeit all seniority on the roster to which they have previously accepted transfer. The application of this paragraph shall not involve any expense to the Carrier for moving or real estate costs, or otherwise, unless the employee is furloughed within three years after changing his point of employment, in

Article 60, Section 14 (continued)

which case the provisions of Section 9 of Article I of New York Dock will apply.

NOTE: This Article XI has no application to an employee who is eligible to exercise seniority in any other craft or class in which he holds seniority.

ARTICLE XII

The signatory parties are in accord that any inadvertent errors, omissions or inclusion in this Coordination Agreement, including attachments thereto recognized by both parties as being inconsistent with the purpose and intent of this Agreement, will be corrected, included or deleted as the case may be, to properly reflect the understanding reached through negotiations.

ARTICLE XIII

This agreement does not impose any restrictions that did not exist on the effective date of this agreement on work rights of any other assignments operating within or through the territory covered by this agreement.

ARTICLE XIV

Where the rules of the respective schedule agreements conflict herewith, the provisions of this agreement will apply.

Article 60, Section 14 (continued)

Rules or portions thereof, that are not in conflict with this agreement are preserved.

ARTICLE XV

This agreement shall be effective upon 15 days written notice to the respective General Chairmen and will fulfill the requirements stipulated in Article I, Section 4, of the New York Dock II Conditions imposed in the Order issued in ICC Finance Docket No. 29430. Nothing in this agreement is intended to diminish the protection in New York Dock II.

This agreement is signed May 6, 1982.

FOR THE EMPLOYEES:

R. M. Gambrell
R. M. Gambrell
General Chairman, UTU

J. J. Huels
J. J. Huels
General Chairman, UTU

R. S. Metz
R. S. Metz
General Chairman, UTU

FOR THE CARRIERS:

R. C. Steele, Jr.
R. C. Steele, Jr., Asst. Vice Pres.
Labor Relations
Norfolk and Western Railway Co.

R. E. Loomis
R. E. Loomis, Asst. Vice President
Labor Relations
Southern Railway Company

Article 60, Section 14 (continued)

R. D. Payton
R. D. Payton
General Chairman, UTU

W. H. Pelton
W. H. Pelton
General Chairman, UTU

A. L. Smith
A. L. Smith
General Chairman, UTU

H. D. Amick
H. D. Amick
Regional Director Labor Relations
Norfolk and Western Railway Co.

D. N. Ray
D. N. Ray
Regional Director Labor Relations
Norfolk and Western Railway Co.

APPROVED FOR THE UTU:

C. L. Howell
C. L. Howell
Vice President, UTU

N. C. Jenkins
N. C. Jenkins
Vice President, UTU

May 6, 1982

Mr. R. M. Gambrell
Mr. J. J. Hults
Mr. R. S. Metz
Mr. R. D. Payton
Mr. W. H. Pelton
Mr. A. L. Smith


Gentlemen:


This will confirm our understanding that the following will be effective with the coordination of SR and NW yard operations at St. Louis, Missouri and East St. Louis, Illinois.

Copies of the coordination Agreement signed today will be made available by the Carriers to all employees working in coordinated service.

In the application of the "Labor Protective Conditions" (Attachment "A"), any employee whose regular assignment is abolished on or about the effective date of this agreement as a result of implementation of this coordinated service, plus all employees who are in turn displaced by such employees, will be recognized as having established as valid basis for protective benefits if "placed in a worse position with respect to his compensation." The foregoing is not intended to imply automatic certification to employees so recognized.

Very truly yours,


R. C. Steele, Jr., Asst. Vice
President Labor Relations
Norfolk and Western Railway Co.


R. E. Loomis, Asst. Vice
President Labor Relations
Southern Railway Company

cc: Mr. C. L. Caldwell
Mr. C. M. Moore


May 6, 1982

Mr. W. H. Pelton
Mr. J. J. Hults
Mr. R. S. Metz
Mr. R. D. Payton
Mr. A. L. Smith
Mr. R. M. Gambrell

Gentlemen:

In the application of Article X of the Agreement coordinating NW and Southern forces it is understood that the ten (10) day time limit referred to therein will not commence until the Carrier confirms in writing that the individual employee making claim is entitled to a "displacement" or "dismissal" allowance, furnishing sufficient information for the employee to make his election as to which protective arrangement he wishes to be applied.

Very truly yours,


R. C. Steele, Jr., Asst. Vice
President Labor Relations
Norfolk and Western Railway Co.


R. E. Loomis, Asst. Vice
President Labor Relations
Southern Railway Company

cc: Mr. C. L. Caldwell
Mr. W. C. Jenkins

APPENDIX "A"

Article 60, Section 14 (continued)

APPENDIX III

Labor protective conditions to be imposed in railroad transactions pursuant to 49 U.S.C. 11343 et seq. [formerly sections 5(2) and 5(3) of the Interstate Commerce Act], except for trackage rights and lease proposals which are being considered elsewhere, are as follows:

1. Definitions.-(a) "Transaction" means any action taken pursuant to authorizations of this Commission on which these provisions have been imposed.

(b) "Displaced employee" means an employee of the railroad who, as a result of a transaction is placed in a worse position with respect to his compensation and rules governing his working conditions.

(c) "Dismissed employee" means an employee of the railroad who, as a result of a transaction is deprived of employment with the railroad because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of a transaction.

(d) "Protective period" means the period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of 6 years therefrom, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employee was in the employ of the railroad prior to the date of his displacement or his dismissal. For purposes of this appendix, an employee's length of service shall be determined in accordance with the provisions of section 7(b) of the Washington Job Protection Agreement of May 1936.

2. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of the railroad's employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.

3. Nothing in this Appendix shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided, that if an employee otherwise is eligible for protection under both this Appendix and some other job security or other protective conditions or arrangements, he shall elect between the benefits under this Appendix and similar benefits under such other arrangement and, for so long as he continues to receive such benefits under the provisions which he so selects, he shall not be entitled to the same type of benefit under the provisions which he does not so select; provided further, that the benefits under this Appendix, or any other arrangement, shall be construed to include the conditions,

Article 60, Section 14 (continued)

responsibilities and obligations accompanying such benefits; and, provided further, that after expiration of the period for which such employee is entitled to protection under the arrangement which he selects, he may then be entitled to protection under the other arrangement for the remainder, if any, of this protective period under that arrangement.

4. Notice and Agreement or Decision - (a) Each railroad contemplating a transaction which is subject to these conditions and may cause the dismissal or displacement of any employees, or rearrangement of forces, shall give at least ninety (90) days written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of the railroad and by sending registered mail notice to the representatives of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be effected by such transaction, including an estimate of the number of employees of each class affected by the intended changes. Prior to consummation the parties shall negotiate in the following manner.

Within five (5) days from the date of receipt of notice, at the request of either the railroad or representatives of such interested employees, a place shall be selected to hold negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this appendix, and these negotiations shall commence immediately thereafter and continue for at least thirty (30) days. Each transaction which may result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of referees from all employees involved on a basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this section 4. If at the end of thirty (30) days there is a failure to agree, either party to the dispute may submit it for adjustment in accordance with the following procedures:

(1) Within five (5) days from the request for arbitration the parties shall select a neutral referee and in the event they are unable to agree within said five (5) days upon the selection of said referee then the National Mediation Board shall immediately appoint a referee.

(2) No later than twenty (20) days after a referee has been designated a hearing on the dispute shall commence.

(3) The decision of the referee shall be final, binding and conclusive and shall be rendered within thirty (30) days from the commencement of the hearing of the dispute.

Article 60, Section 14 (continued)

(4) The salary and expenses of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(b) No change in operations, services, facilities, or equipment shall occur until after an agreement is reached or the decision of a referee has been rendered.

5. Displacement allowances - (a) So long after a displaced employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall, during his protective period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

Each displaced employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of his displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period), and provided further, that such allowance shall also be adjusted to reflect subsequent general wage increases.

If a displaced employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(b) If a displaced employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for justifiable cause.

Article 60, Section 14 (continued)

6. Dismissal allowances. - (a) A dismissed employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall also be adjusted to reflect subsequent general wage increases.

(b) The dismissal allowance of any dismissed employee who returns to service with the railroad shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of section 5.

(c) The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the railroad shall agree upon a procedure by which the railroad shall be currently informed of the earnings of such employee in employment other than with the railroad, and the benefits received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible after appropriate notification, if his return does not infringe upon the employment rights of other employees under a working agreement.

7. Separation allowance. - A dismissed employee entitled to protection under this appendix, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this appendix) accept a lump sum payment computed in accordance with section 9 of the Washington Job Protection Agreement of May 1936.

8. Prize benefits. - No employee of the railroad who is affected by a transaction shall be deprived, during his protection period, of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, reliefs, at others, under the same conditions and so long as such benefits continue to be accorded to other employees of the railroad, in active or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Article 60, Section 14 (continued)

9. Moving expenses.--Any employee retained in the service of the railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction, and who within his protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects for the traveling expenses of himself and members of his family, including living expenses for himself and his family and for his own actual wage loss, not exceed 3 working days, the exact extent of the responsibility of the railroad during the time necessary for such transfer and for reasonable time thereafter and the ways and means of transportation to be agreed upon in advance by the railroad and the affected employee or his representatives; provided, however, that changes in place of residence which are not a result of the transaction, shall not be considered to be within the purview of this section; provided further, that the railroad shall, to the same extent provided above, assume the expenses, et cetera, for any employee furloughed with three (3) years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claim for reimbursement shall be paid under the provision of this section unless such claim is presented to railroad within 90 days after the date on which the expenses were incurred.

10. Should the railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employee of benefits to which he otherwise would have become entitled under this appendix, this appendix will apply to such employee.

11. Arbitration of disputes.-- (a) In the event the railroad and its employees or their authorized representatives cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this appendix, except section 4 and 12 of this article 1, within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or the highest officer designated by the railroads, as the case may be, shall be deemed the selected member and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree to a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding, upon the parties.

Article 60, Section 14 (continued)

(b) In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the railroad will be entitled to appoint additional representatives so as to equal the number of labor organization representatives.

(c) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(d) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(e) In the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the railroad's burden to prove that factors other than a transaction affected the employee.

12. Losses from home removal.-- (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the railroad (or who is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment within his protective period as a result of the transaction and is therefore required to move his place of residence:

(i) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by the railroad for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the date of the transaction so as to be unaffected thereby. The railroad shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other person.

(ii) If the employee is under a contract to purchase his home, the railroad shall protect him against loss to the extent of the fair value of equity he may have in the home and in addition shall relieve him from any further obligation under his contract.

(iii) If the employee holds an unexpired lease of a dwelling occupied by him as his home, the railroad shall protect him from all loss and cost in securing the cancellation of said lease.

b) Changes in place of residence which are not the result of a transaction shall not be considered to be within the purview of this section.

Article 60, Section 14 (continued)

(c) No claim for loss shall be paid under the provisions of this section unless such claim is presented to the railroad within 1 year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or their representatives and the railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner. One to be selected by the representatives of the employees and one by the railroad, and these two, if unable to agree within 30 days upon a valuation, shall endeavor by agreement within 10 days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the National Mediation Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

ARTICLE II

1. Any employee who is terminated or furloughed as a result of a transaction shall, if he so requests, be granted priority of employment or reemployment to fill a position comparable to that which he held when his employment was terminated or he was furloughed, even though in a different craft or class, on the railroad which he is, or by training or retraining physically and mentally can become, qualified, not, however, in contravention of collective bargaining agreements relating thereto.

2. In the event such training or retraining is requested by such employee, the railroad shall provide for such training or retraining at no cost to the employee.

3. If such a terminated or furloughed employee who had made a request under section 1 or 2 of the article II fails without good cause within 10 calendar days to accept an offer of a position comparable to that which he held when terminated or furloughed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such 10-day period, forfeit all rights and benefits under this appendix.

Article 60, Section 14 (continued)

ARTICLE III

Subject to this appendix, as if employees of railroad, shall be employees, if affected by a transaction, of separately incorporated terminal companies which are owned (in whole or in part) or used by railroad and employees of any other enterprise within the definition of common carrier by railroad in section 1(3) of part I of the Interstate Commerce Act, as amended, in which railroad has an interest, to which railroad provides facilities, or with which railroad contracts for use of facilities, or the facilities of which railroad otherwise uses; except that the provisions of this appendix shall be suspended with respect to each such employee until and unless he applies for employment with each owning carrier and each using carrier; provided that said carriers shall establish one convenient central location for each terminal or other enterprise for receipt of one such application which will be effective as to all said carriers and railroad shall notify such employees of this requirement and of the location for receipt of the application. Such employees shall not be entitled to any of the benefits of this appendix in the case of failure, without good cause, to accept comparable employment, which does not require a change in place of residence, under the same conditions as apply to other employees under this appendix, with any carrier for which application for employment has been made in accordance with this section.

ARTICLE IV

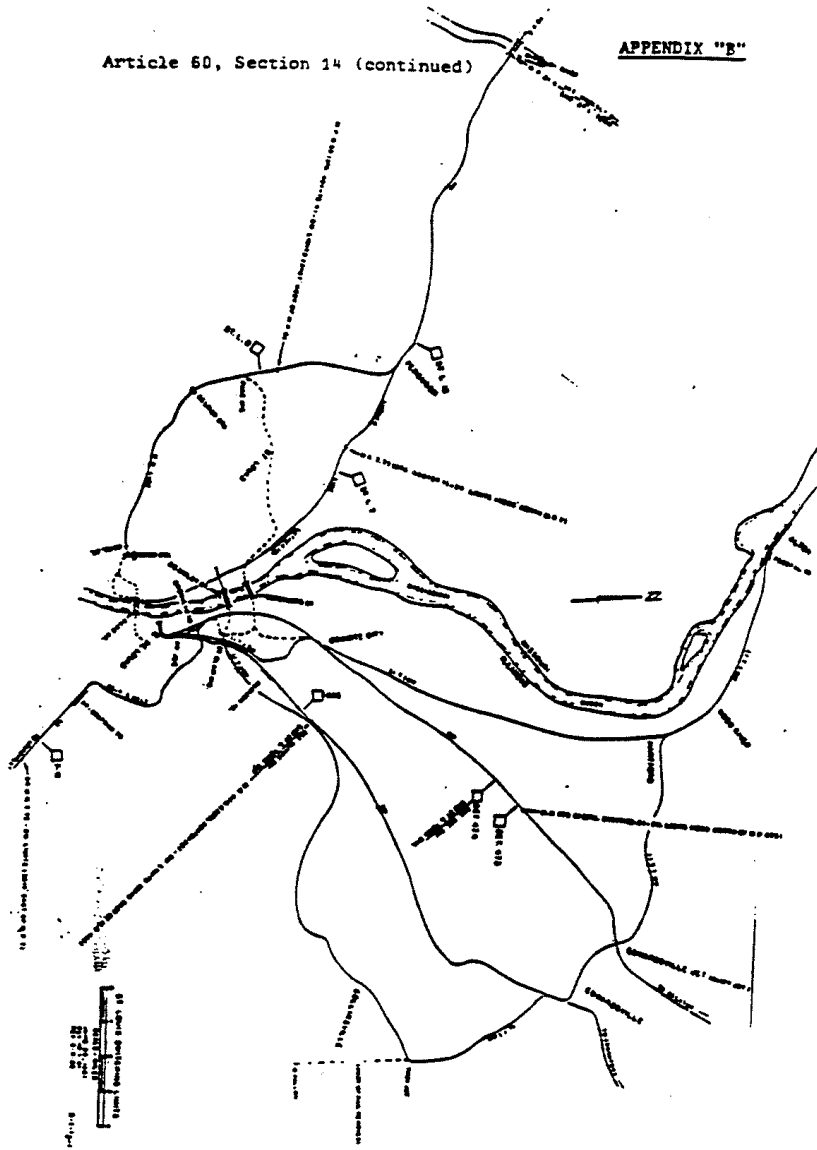
Employees of the railroad who are not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under these terms and conditions.

In the event any dispute or controversy arises between the railroad and an employee not represented by a labor organization with respect to the interpretation, application or enforcement of any provision hereof which cannot be settled by the parties within 30 days after the dispute arises, either party may refer the dispute to arbitration.

ARTICLE V

1. It is the intent of this appendix to provide employee protections which are not less than the benefits established under 49 USC 11347 before February 5, 1976, and under section 565 of title 45. In so doing, changes in wording and organization from arrangements earlier developed under those sections have been necessary to make such benefits applicable to transactions as defined in article I of this appendix. In making such changes, it is not the intent of this appendix to diminish such benefits. Thus, the terms of this appendix are to be resolved in favor of this intent to provide employee protections and benefits no less than those established under 49 USC 11347 before February 5, 1976 and under section 565 of title 45.

2. In the event any provision of this appendix is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this appendix shall not be affected.



APPENDIX "D"

THE FOLLOWING QUESTIONS AND ANSWERS CONSTITUTE AGREED-UPON INTERPRETATIONS OF AGREEMENT COVERING COORDINATION OF NW AND SOU YARD OPERATIONS AT ST. LOUIS, MISSOURI AND EAST ST. LOUIS, ILLINOIS:

Q. 1. Must a "Displaced Employee" exercise his seniority to an equal or higher-paying job to which he would be entitled in order to qualify for displacement allowance:

A. Not necessarily. However, a "Displaced Employee" failing to do so will be treated for purposes of the guarantee as occupying an available higher paying position, subject to application of the one-for-one principle as set forth in Question and Answer 4.

Q. 2. Is an employee hired after the effective date of the coordination agreement eligible for protection under this agreement under any circumstances?

A. Yes, provided subsequent action taken by the carriers, pursuant to authorization in F. D. 29430, results in such employee attaining status as a "Displaced employee" or a "Dismissed Employee."

Q. 3. Assuming the coordination of operations covered by this agreement is effective July 1, 1982. An employee attains status as a "Displaced Employee," as a result of the coordination on March 1, 1983. When does his protection expire?

A. Six (6) years from the month in which such employee is determined to be a "Displaced Employee." However, the protective period for any particular employee shall not continue for a longer period following the date he was "displaced" or "dismissed" than the period during which such employee was in the employ of the railroad prior to the date of his "displacement" or his "dismissal."

Q. 4. A job is available to more than one protected employee with higher posted earnings than any of their guarantees. Will the earnings of the higher, posted assignment be charged against the guarantees of all such employees?

A. No more than one protected employee will be treated at any one time as occupying a higher rated position held by a junior man. That is to say, the senior employee who is not earning his

Article 60, Section 14 (continued)

guarantee will be treated as occupying the position producing the highest earnings, the second such senior employee will be treated as occupying the position producing the second highest earnings, and so forth.

Q. 5. An employee performs service as Extra Yardmaster, both prior to and subsequent to the effective date of the coordination. How will such service be computed?

A. (1) Such service and time prior to the coordination shall be included in the test-period computations.

(2) Compensation for such service and time paid for subsequent to the coordination shall be applied against the test-period guarantee.

Q. 6. Is it necessary that an employee be displaced from his assignment or position in order to establish eligibility for protective benefits under New York Dock?

A. No, provided it can be shown that as a result of the involved "transaction" such employee "is placed in a worse position with respect to his compensation."

Q. 7. An employee with a guarantee of \$1,900 per month fails to exercise seniority to obtain a position with posted earnings of \$1,900-\$1,950. In a particular month, he earns \$1,850. What payment, if any, would be due?

A. None, subject to the one-for-one principle - See Q. and A. 4.

Q. 8. Employee Jones' guarantee is \$1,800 per month, and he claims a job with posted earnings of \$1,800-\$1,850 per month. A junior employee, Smith, has guarantee of \$1,700 per month and claims a job with posted earnings of \$1,850-\$1,900 a month. In a month, Jones has earnings of \$1,750 and Smith earns \$1,875 in the same month. Can the job to which Smith is assigned be charged against Jones?

A. No. Jones fulfilled his obligation by exercising seniority to an assignment with posted earnings exceeding his guarantee. Provided Jones met all other requirements, he will be due \$50.

EXAMPLES

Jones is senior to Smith and their respective test period monthly components are as follows:

Article 60, Section 14 (continued)

(Jones) Average monthly compensation... \$1,600.00
Average monthly time paid for... 200 hours
Monthly average hourly rate*... \$8.00

(Smith) Average monthly compensation... \$1,550.00
Average monthly time paid for... 190 hours
Monthly average hourly rate*... \$8.16

* For computation of earnings lost due to
voluntary absences only.

Q. 9. Jones was available for service the entire month and worked 210 hours and earned \$1,680. What compensation would be due Jones?

A. The \$1,680 he earned.

Q. 10. Jones was available for service the entire month and worked 190 hours and earned \$1,575. What compensation would be due Jones?

A. His earnings of \$1,575 plus \$25, or \$1,600, the amount of his monthly earnings guarantee.

Q. 11. Jones marked off two (2) days (his assignment worked 8 hours on each of the two days) during the month and worked 190 hours and earned \$1,575. What compensation is due Jones?

A. He is only due \$1,575, his actual earnings, as he was not available for service equivalent to his base period of 200 hours; hence, 200 hours minus 190 hours leaves 10; 10 hours times his \$8 hourly rate equals \$80, which amount is deductible from the \$1,600 monthly guarantee.

Q. 12. Jones marked off two (2) days (his assignment worked 8 hours on each of the two (2) days) during the month and worked 195 hours and earned \$1,550. What compensation would be due?

A. His earnings of \$1,550 plus \$10, or \$1,560 calculated as follows: \$1,550 plus \$50 minus \$40 (200 hours minus 195 hours equals 5 hours times \$8 equals \$40 to be deducted).

Q. 13. Jones marked off two (2) days during the month and worked 170 hours and earned \$1,500. What compensation is due?

A. \$1,500 as the calculation of his monthly guarantee, with deductions for two days' absence, resulted in less than his actual earnings, i.e., 16 hours (hours his assignment worked on the two off days) times \$8 equals \$128. \$1,600 minus \$128 equals \$1,472.

Article 60, Section 14 (continued)

Q. 14. Jones, during the month, earned \$1,555 while during the same period Smith earned \$1,595. In the premise that they met the necessary requirements for the full guarantee allowances, could the earnings of Smith be used against the claim of Jones for \$45?

A. No, provided Jones has exercised seniority according to the bulletin listing average job earnings. If Jones did not exercise seniority to the position held by Smith in accordance with bulletin listing the average job earnings he would only be entitled to \$5 under his guarantee.

Q. 15. Jones worked his average monthly hours (200), but in such period did not earn his average monthly compensation. During the month Jones marked off for two days. May the Carrier make deduction for the days Jones was off?

A. No deduction would be made as Jones worked his average monthly hours during the month.

Q. 16. A job is advertised and the potential earnings are not posted. Jones is the successful bidder and earns \$1,550 during the month. Could the earnings of any assignment with either higher or lower earnings be charged against Jones?

A. No, since the potential earnings of the job were not posted Jones would be entitled to \$1,550 plus \$50, or \$1,600, the amount of his monthly earnings guarantee, provided he met all other requirements. When the potential earnings of the job are posted, Jones would then be expected to place himself on a higher-paying position, in accordance with normal bidding or displacement rules at his first opportunity, subject to principles outlined in Q. and A. 1.

Q. 17. May an employee called and used as an emergency conductor or engineer, as the case may be, be charged with a loss of earnings on his regular assignment or with higher posted earnings on other assignments account of being so used?

A. No, as he is protecting his seniority as conductor or engineer in accordance with the requirements of the applicable Agreement.

Q. 18. How is vacation pay treated in computing guarantees under this Agreement?

A. Hours of compensation for days on vacation during a calendar month are treated, for the purposes of the guarantee, the same as any other compensation and hours creditable to that month. Thus, if a vacation falls entirely within one month, the compensation and hours shall be treated as all other compensation and

Article 60, Section 14 (continued)

hours creditable to that month. However, when a vacation commences in one month and ends in another, the vacation compensation and hours will be proportioned between the months in accordance with the number of vacation days falling in each month.

Q. 19. In computing monthly guarantees, may a protected employee be charged with voluntary absence when directed or summoned by the Company to attend investigation, or court?

A. No, provided such employee attends the investigation or court as a witness for the Carrier or, in the case of an investigation, attends as a charged employee and no discipline is assessed as a result thereof.

Q. 20. If an employee elects to accept the protective conditions of this Agreement while otherwise eligible for protection under a former protective arrangement or agreement, will such employee resume protection under the former agreement at the expiration of the protective period under this Agreement?

A. Yes, provided protection under the former agreement has not been exhausted or expired.

Q. 21. What is the meaning of "change in residence?"

A. A "change in residence" as referred to in Section 5(b) and 6(d) of New York Dock shall only be considered "required" if the reporting point of the employee would be more than thirty (30) normal highway miles, via the most direct route, from the employee's point of employment at the time affected, and the normal reporting point is farther from the employee's residence than his former point of employment.

Q. 22. Do Sections 9 and 12 of Article 1 also apply in the case of a "required" change of residence in the exercise of seniority on the employee's own seniority district?

A. Yes, provided the employee cannot hold a position which does not require a change of residence and has been instructed by the Carrier to so exercise his seniority.

UTU APPENDIX "E"

A. The rules listed below will be applicable to all employees (WAB, NKP, IT and SOU) operating in the consolidated St. Louis Terminal, except as specifically stated herein:

1. (a) All yard service employees going on and off duty at the Shell Oil Company Plant shall be allowed a thirty (30) minute pro rata arbitrary payment for each tour of duty on such assignments, such payment to be separate and apart from all other earnings for that tour of duty.
(b) Employees acquiring a seniority date in the consolidated St. Louis Terminal subsequent to the effective date of this Agreement will be ineligible for this allowance.
2. (a) All yard service employees (1) who work an assignment reporting on the opposite side of the Mississippi River from which such employee resides on the effective date of this Agreement or (2) who work an assignment reporting on the same side of the Mississippi River as such employee resides and the reporting point is more than twenty (20) highway miles, via the most direct route, from his previous reporting point * and the new reporting point is farther from the employee's residence than his former point of employment on the effective date of this Agreement, will be allowed a one (1)

Article 60, Section 14 (continued)

hour pro rata arbitrary payment for each tour of duty on such assignments, such payment to be separate and apart from all other earnings for that tour of duty.

- * For former IT employees, the previous reporting point will be considered A. O. Smith Yard.
For former WAB and MKP employees, the previous reporting point will be considered Luther Yard.
For former SOU employees, the previous reporting point will be considered Cozeman Yard.

(b) This allowance will be paid to all yard service employees who have a seniority date on or prior to the effective date of this Agreement in the consolidated St. Louis Terminal. This allowance will be paid for a period of only six (6) years from the effective date of this Agreement.

3. Articles 17 and 18 of the former MKP Schedule Agreements (copy attached) will apply to all yard service employees in the consolidated St. Louis Terminal.

RULES FOR YARDMEN (Groundmen)

4. Section 3, General Re-assignments of Appendix 34-A of the Wabash Schedule for Yardmen dated November 1, 1976, is deleted in its entirety, and the following will be applicable:

NKP - "When yardmen desire different assignments, such changes will be made only on the 1st and 16th days of the month, and yardmen desiring such changes shall give not less than 48 hours' written notice to the proper Carrier officer prior to the starting time of the assignment desired, except that this paragraph shall not prevent a yardman from exercising his seniority under the rules, rest period permitting, at any time he is (1) displaced, or (2) when his position is abolished, or (3) when new regular assignment is established, or (4) when vacancy of indefinite length on existing assignment has been open for at least three days, or (5) when his assignment is laid in as provided in 4(a) below.

Example - Men working on a 7:00 a.m. assignment and desiring an 8:00 a.m. assignment, change to be made on the 16th day of the month, will notify the proper Carrier

Article 60, Section 14 (continued)

officer in writing not later than 8:00 a.m. on the 14th, will work the 7:00 a.m. assignment on the 15th, and will take the 8:00 a.m. assignment on the 16th, provided his seniority permits."

5. Section 11(b) of Appendix 34-A of the Mabash Schedule for Yardmen dated November 1, 1976, is deleted in its entirety, and the following will be applicable:

"Extra yardmen will be called between two or two and one-half hours to the time they are required to report for duty, provided they can be reached by telephone without additional expense to the Carrier."

6. Paragraph T. of Article 12 of the Mabash Schedule for Yardmen dated November 1, 1976, is deleted in its entirety, and the following will be applicable:

NKP -

"YARD WORK

Except as otherwise provided in this agreement, at points where yard engines are employed the following shall be considered as yard work and shall be performed by yardmen at not less than yard rates:

1. Switching of all freight and passenger equipment within the defined switching limits;

Article 60, Section 14 (continued)

2. The transfer of all freight and passenger equipment operating exclusively within the defined switching limits;
3. The handling of all construction and/or maintenance of way work trains when such work is exclusively within the defined switching limit;
4. Relief trains or milk trains operating exclusively within the defined switching limits;
5. All pilot service operating exclusively within the defined switching limits;
6. Flag protection when required in general construction work within the defined switching limits."

Article 60, Section 14 (continued)

7. Paragraph K. of Article 12 of the Mabash Schedule for Yardmen dated November 1, 1976, is deleted in its entirety, and the following will be applicable:

NKP -

"ANNULMENT OF ASSIGNMENTS"

(a) Regularly assigned yard engines may be laid in temporarily in order to conform to service requirements, in which case the yardmen so affected shall be notified before going off duty and shall have the right to work on any other engine on the same calendar day their engine is laid in on which their seniority and rest periods will permit, including positions on an extra assignment in preference to junior yardmen from the extra list. Exercise of these rights shall be considered exercise of seniority as provided in item 1 of this Appendix "B," and no claims for time account engines laid in shall be made.

(b) A yardman whose assignment has been laid in as provided in Paragraph (a) of this

Article 60, Section 14 (continued)

rule who wishes to work on another engine, rest period and seniority permitting, will advise the crew dispatcher or yardmaster as the case may be where he wishes to work before or immediately after going off duty so that crew dispatcher or yardmaster may notify all other yardmen affected, except when an extra engine is to be worked on a day that a regularly assigned yard engine is laid in, yardmen assigned to the engine laid in will be called and given an opportunity to work the extra engine if they are available and so desire and have not worked on any other engine on that same calendar day.

(c) When a regular yard assignment is abolished, the crew members will be notified before going off duty that their assignment is being abolished on completion of their tour of duty."

In addition to the above, it is agreed:

1. Yard Foremen on assignments reporting at A. O. Smith Yard on the second and third shifts will be allowed the tonboard yardmaster rate of pay.
2. Carrier shall be permitted to advertise Shell Oil Company plant as the designated on and off duty point for crews assigned to provide service at the Shell Oil Company industrial plant facilities at Moxana, Illinois. Specifically, crews shall go on and off duty at the building described generally as the former guard station adjacent to the IT Main Line

Article 50, Section 14 (continued)

between IT Roxana new and old yards which is presently being utilized by Illinois Terminal clerical and maintenance forces.

3. EXTRA MEN LAYING OFF

This will confirm that the practice on the Illinois Terminal Railroad concerning men on the extra board laying off is that the Company does permit extra men to lay off and miss calls so long as there are sufficient extra men available to protect the service.

In case of emergency or sickness, extra men are permitted to lay off.

This rule and the interpretation thereto is only applicable to former IT employees (road and yard).

4. REGULAR YARDMAN LAYING OFF

When regular yardman requests to lay off and extra men are available and the request is not granted, extra man next in service will receive the same compensation as the regular man received. This rule is only applicable to former IT yardmen and will not apply unless there are sufficient extra men available to fill the remaining known vacancies on the day in question.

Article 60, Section 14 (continued)

In the application of the above provisions, the Company shall designate a representative at each extra board point or location to whom the employees will report for lay off or mark up. In the application and handling of such provisions, Company representatives shall not discriminate in granting requests to be off. This interpretation and its application shall not be changed except by agreement.

ROAD AND YARD RULES
(Applicable to conductors, trainmen, yardmen, firemen and hostlers.)

Investigation and Discipline

Section 1

"NKP"

(a) Employees will not be disciplined, suspended, dismissed, nor have any entry made against their personal record without first being given a fair and impartial investigation.

NOTE: The above will not prevent and employee from agreeing to waive a formal investigation and accept responsibility and discipline issued in connection therewith.

(b) When investigations are to be held, the employee whose presence is required thereat shall be given a written notice prior to such investigation, such notice to contain advice as to cause of and the time, date and location set for the investigation and he shall have the right to be represented by a representative(s) of his own choice and may summon witnesses who shall have a fair and impartial examination. In case of

Article 60, Section 14 (continued)

conflicting testimony those whose evidence conflicts may be examined together.

(c) The investigation will be held within ten (10) days of the date of the occurrence. In cases involving any criminal charges or failure to make out a personal injury report as prescribed in the rules, the ten (10) days will apply after the date the occurrence is made known to the Company. Employees or the Company shall have the right to request postponement for valid reasons.

(d) Within fifteen (15) days after the investigation is completed, unless an extension is agreed to with the employee involved, any employee found to be at fault shall be notified in writing of the decision made. Copy of decision will be furnished his investigation representative(s).

(e) If the accused employee is dissatisfied with the decision following investigation, he or his representative shall have the right to appeal to the next higher officer. Appeals shall be handled in accordance with the provisions of the agreement covering the handling of claims and/or grievances. Requests for payment for time lost may be included in the first appeal to the higher officer referred to herein.

(f) In case the suspension, dismissal, or censure is found to be unjust, such employee shall have entry removed from his record and if suspended or

Article 60, Section 14 (continued)

dismissed he shall be reinstated and paid for time lost.

(g) Copy of the transcript will be promptly furnished to the accused and his representative, it being understood that no time limit on appeals shall begin to run prior to the time the transcript is in the hands of the accused.

Section 2

(a) Regularly assigned employees, who are required to attend an investigation at the request of the Company and do not lose time on their assignment will, if found not to be at fault, be allowed pro rata rate of their regular assignment for the actual time so in attendance with a minimum of four (4) hours, this time to commence at the time the employee is required to and does report for the investigation and to continue until released with a maximum of eight (8) hours on any calendar day. Employees assigned to an extra list who are required to attend an investigation at the request of the Company when not on duty and are not required to lose their place on extra list will, if found not to be at fault, be allowed the rate of pay applicable to the class of service last performed for the actual time so in attendance with a minimum of four (4) hours, this time to commence at the time the employee is required to and does report for the investigation and to continue until released with a

Article 60, Section 14 (continued)

maximum of eight (8) hours on any calendar day. In addition, when employees are required to deadhead from their home terminal to the point where the investigation is to be held, they will be compensated therefor under the road deadhead rules.

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

(c) The Company will arrange to mark off employees when necessary for the purpose of attending investigations. Employees who are marked off to attend investigations must mark up at the close of the investigations.

(d) Failure of an employee to appear at investigation after receipt of proper notification as provided herein, except when prevented by causes beyond his control, shall be considered sufficient reason for his dismissal from service.

FIREMEN AND HOSTLERS

1. Section 13, Rule 15 of the Wabash Schedule for Firemen and Hostlers dated March 1, 1953, as amended, is deleted in its entirety, and the following will be applicable:

"Called and Released

- I.T. - When firemen are called and report and for any reason other than their own acts do not go out, they will be allowed one minimum day with overtime after eight hours according to class of service and engine called for and marked last out."

2. Section 1 of Rule 25 of the Wabash Schedule for Firemen and Hostlers dated March 1, 1953, as amended, is changed to read as follows:

"Callers

- WAB - Sec. 1. Callers will be kept at points where it is necessary to call Firemen-Helpers; Firemen-Helpers to be called at regular registered residence or at some arranged place elsewhere up to a specified time between two (2) hours and two (2) hours and thirty (30) minutes before engine is to leave roundhouse track. Each Fireman-Helper called will sign a call book, which will show the time called and departure time of train for which called. Distance for calling not to exceed one and one-half (1½) miles. No distance limit for Firemen-Helpers accessible by telephone.

Yard Firemen-Helpers will be called upon request. (See Appendices 75(a) and 91)."

3. The second paragraph of Section 3 of Rule 31 of the Wabash Schedule for Firemen and Hostlers dated March 1, 1953, as amended, is deleted in its entirety, and the following will be applicable:

NKP - "In all classes of service, a fireman after having been on an assignment for a period of 30 days may exercise displacement rights according to his seniority rights in each class by giving not less than 72 hours advance notice in writing of the date on which he desires to make the change. A fireman failing to bid for a run open to his choice by reason of seniority rights, forfeits thereby no seniority rights, but he cannot thereafter claim the run in question under this rule for a period of 30 days after assignment has been made. The firemen's extra list is to be considered as an assignment for the purpose of applying this rule."

4. Exchange of Engines

(Applicable on St. Louis and Decatur Terminals and the Brooklyn District of the Decatur Division.)

(1) Firemen in road service required to exchange engines at any point during their tour of duty will be allowed one hour at one-eighth of the daily rate (thirty (30) minutes if being paid the yard rate of pay) according to class of engine used, in addition to all other allowances for the day or trip each time such change of engines is made, except that this special allowance will not apply:

(a) When engines are exchanged by or with a fireman called for the specific purpose of peddling or exchanging engines.

(b) When firemen regularly exchange engines in accordance with their regular assigned or programmed work.

(c) When engines are exchanged account engine failure, or repairs, except it will apply to road firemen if their good engine is given to another crew at any point between terminals and they are required to handle the defective engine to a terminal. Except as covered by Paragraphs (a) and (b), the arbitrary payment will also apply to firemen

Article 60, Section 14 (continued)

required to exchange such engines on the dock track for a good engine at any point between terminals account repairs.

(d) To either crew involved when engines are exchanged before departure at terminals in order that one crew may leave ahead of another or account engine failure

(e) To either crew involved when engines are exchanged account engines not permitted to operate over track to be used by the train or after moving over such track.

(f) When engines are exchanged before leaving dock, provided they have not been moved on the dock track by the road engine crew in accordance with instructions or signals before they are instructed to exchange engines.

(g) When engines are exchanged at a terminal where new day starts.

(2) A yard fireman required to exchange engines during his tour of duty will be allowed 30 minutes at pro rata rate according to class of engine used in addition to all other allowances for the tour of duty each time such change is made. This allowance will not apply when engines are exchanged by or with a

Article 60, Section 14 (continued)

fireman called for the specific purpose of peddling or exchanging engines, when engines are exchanged before leaving roundhouse dock track, or when engines are exchanged account engine failure.

(3) This rule is subject to existing national rules dealing with exchange of engines and the interpretations that have been placed on the rule on the former Nickel Plate Road.

RULE 17 -- NEW ASSIGNMENTS

(a) Any engine working three consecutive days on work which could be performed by one regular engine assigned under these rules shall become a regular assignment. It will not be the intention to work engines intermittently on different tricks for the purpose of evading this rule.

For work train service the suspension of work on Saturdays, Sundays, and holidays will not be considered as terminating the consecutiveness of days of work train service.

Example -- Work train used Friday; laid in Saturday and Sunday account Engineering Department forces not working and resumes work Monday. Monday will be counted as the second day.

(b) When it is known sufficiently in advance that a regular assignment is to be established, it may be advertised for two days in advance and awarded to the successful bidder. In such cases Yard Service Rule 18(a) shall not apply.

RULE 18 -- ADVERTISING POSITIONS

(a) When an engine becomes a regular assignment, as provided in Yard Service Rule 17(a), it shall be advertised. If worked during the fourth and fifth days, it shall be filled by the senior men bidding in writing and on the sixth day shall be assigned to the successful bidders. If no bids are received, the junior qualified extra men will be assigned.

Y A R D M E N:

Interpretation Yard Service Rules 18(a) and 3(b)(5);
EBH letter to IFA - 9/28/62.

Confirmation of discussion that this same question had been handled with former General Chairman H. C. Larson and a letter of interpretation agreed to which was confirmed to Mr. Larson by letter of Nov. 20, 1952. You will find that in the application of this rule under the interpretation placed on it that a man displaced after working the fourth and/or fifth day of a vacancy would be given full displacement rights.

Article 60, Section 14 (continued)

Rule 18

(Interpretation to Paragraph (a) - Cont.)

During the conference it was also understood that the same would apply with respect to Yard Service Rule 3(b)(5) in connection with a man working a position within 48 hours after it had been vacated by a former occupant and then was displaced before the expiration of the 48-hour period.

It is also understood that if the successful bidder on the sixth day under Yard Service Rule 18(a), or the successful applicant, at the expiration of the 48-hour period under Yard Service Rule 3(b)(5) is displaced before working the assignment, he shall have full displacement rights.

YARDMEN - NKP - LEAW - CL DISTRICTS
Rule 18 - Understanding - eff. 8/15/56

In the future application of this rule where no bids are received under Paragraph (a), the junior qualified extra man (men) as of the calling time of the assignment involved will be assigned on the sixth day.

(b) When a vacancy has existed for three days, it shall be advertised and filled in the same manner as prescribed in Paragraph (a) of this rule.

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

(d) In the application of this rule, advertisements will be for a period of 48 hours starting with the starting time of the assignment and will be filled by the successful bidder on the sixth day.

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Rule 18 (Cont.)

(e) Advertising bulletins shall state that all assignments are "subject to Yard Service Rule 6" and they shall also state that "bids will be received at the same time for all vacancies created thereby."

YARDMEN - NKP-LEAW - CL Districts

Rule 18, Paragraph (e) - Eff. 1/1/60

That part, reading:

"and they shall also state that 'bids will be received at the same time for all vacancies created thereby.'"

is hereby cancelled at Bellevue Yard only.

NOTE -- On the Lake Erie and Western District, after a vacancy has existed for 30 days at a point where no extra yardmen's list is maintained, it shall then be advertised for six days on the division. The successful bidder will then be notified on the first day and will be assigned on the second day after the bids are closed.

If no bids are received during the advertising period, the junior qualified extra man will be assigned to and required to fill the position.

When the former regular occupant returns he shall be governed by Yard Service Rule 3(b) with respect to the yard in which he had been working. He shall also be permitted to exercise divisional seniority as provided in Yard Service Rule 3(c), the same as though he had not been absent.

(f) The provisions of Yard Service Rule 17 and 18 also apply to individual assignments (pilots and switchtenders); also to other individual assignments where mutually agreed.

Article 60, Section 14 (continued)

MILEAGE BETWEEN VARIOUS POINTS
ON THE BROOKLYN DISTRICT & SOUTHERN RY.

	Miles
Decatur to 25th Street	105.88
25th St. to I.T. Conn. (Over NW 1.12 mi. " TRRA 1.72 mi.)	2.84
25th St. to Luther	7.12
I.T. Conn. (TRRA) to Luther	6.89
I.T. " " to A. O. Smith	1.80
I.T. " " to Federal	14.90
Decatur to Luther	111.00
Decatur to A. O. Smith	108.52
Decatur to Federal	121.62
Federal to Luther	21.79
A. O. Smith to Luther	8.69
Moberly to Luther	141.00
Moberly to Ewing Ave.	146.00
Charleston Yd. Office to Luther	134.00
Madison Yd. Office to Luther	5.46
Decatur to Luther via Federal	143.41
Decatur to Luther via A. O. Smith	117.21
Coopman Yard to Luther Yard	10.24

Office of Regional
Director Labor Relations
Western Region
St. Louis, Missouri
May 6, 1982

NW

AC-MISCL-79-26(OPS)

May 6, 1982

Mr. R. M. Gambrell, Gen. Chairman, UTU
Mr. J. J. Hults, Gen. Chairman, UTU
Mr. R. S. Metz, Gen. Chairman, UTU
Mr. R. D. Payton, Gen. Chairman, UTU
Mr. W. H. Pelton, Gen. Chairman, UTU
Mr. A. L. Smith, Gen. Chairman, UTU

Gentlemen:

This is to confirm our understanding reached in conference this date when we were discussing the NW-SOU coordination of St. Louis Terminal that employes will be granted the same telephone services they now have in communicating from their present place of residence to the crew dispatcher in the consolidated crew dispatcher's office subsequent to implementation.

Yours truly,

H. D. Amick

Regional Director Labor Relations

cc-Mr. C. L. Caldwell, Vice Pres., UTU
Mr. N. G. Jenkins, Vice Pres., UTU

-422-

Norfolk and Western Railway Company
Western Region
Railway Exchange Building
Savannah, Georgia 31101

H. D. Amick
Regional Director Labor Relations

MONTHLY CLAIM FORM
NORFOLK AND WESTERN RAILWAY COMPANY
 (For Use by Employees Filing For Benefits Under NYD II)

Mr. _____, Employing Officer _____ Location _____

Pursuant to Memorandum Agreement dated _____, Section 1a of the Interstate Commerce Act and Interstate Commerce Commission Decision Docket No. 29430 (Sub-No. 1), Service Date March 25, 1982, claim is hereby filed on the basis that I am a ☐ "Displaced" or ☐ "Dismissed" employee as a result of the transaction. In accordance with the protective provisions prescribed by the Interstate Commerce Commission, I am entitled to an adjustment in compensation received for the month of _____, 19____.

Date protected period: Commenced _____, 19____; Ends _____, 19____.

The following information is furnished in order that computation may be made of compensation due me, if any, under this claim:

1. My average monthly compensation is.....\$ _____
2. My average monthly hours paid for are..... _____
3. During the month of _____, 19____:
 - (a) My gross total compensation from NW was.....\$ _____
and my total hours paid for were..... _____
 - (b) My gross total compensation from employment other than NW was.....\$ _____
(Statement of outside earnings from any or all sources is attached. This item applies to "dismissed" (furloughed) employees only.)
 - (c) I received unemployment benefits totaling.....\$ _____
 - (d) I was on vacation from _____ to _____, inclusive.
 - (e) Position from which displaced. Title: _____
Location: _____
 - (f) I was unavailable for service during the claim month:

Date	Reason	Date	Reason
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- (g) I failed to exercise my seniority to the following service which would have produced greater compensation: _____

(If additional space is needed, please use the reverse side of this form.)

Article 60, Section 14 (continued)

I hereby certify that the above information is true and correct.

Signed: _____ Occupation: _____
Location: _____ SSA No. _____ Date _____

STATEMENT MUST BE FILED WITHIN SIXTY DAYS AFTER END OF CLAIM MONTH

3/M-043/rdk

I N D E X

ARTICLE 61 - TILTON, ILLINOIS

- Sec. 1.-----Establishment of Master Board
- Sec. 2.-----Form of Job Advertisement - Bulletins - Bids
- Sec. 3.-----General Re-Assignments
- Sec. 4.-----Ten Day Vacancy
- Sec. 5.-----Displacements
- Sec. 6.-----Laying Off
- Sec. 7.-----Reporting After Laying Off.
- Sec. 8.-----Temporary Vacancies - Foremen - Pilots
- Sec. 9.-----Amount of Time Helpers should be given who
are going to act as foreman when filling
temporary vacancies.
- Sec. 10.-----Restoration of Foremen Rights
- Sec. 11.-----Procedure for relinquishing rights as Extra
Foreman.
- Sec. 12.-----Yardmen declining to perform service as Extra
Foreman - Manner in which to reinstate rights.
- Sec. 13.-----Extra Yardmen - Will not be used to perform
Extra Foreman service until such time as they
perform service as Yardman on 120 shifts.
- Sec. 14.-----List of Yardmen not to be used to perform service
as Extra Foreman.
- Sec. 15.-----Exercise of Seniority prohibited when assign-
ment annulled on a Holiday.
- Sec. 16.-----Yardmen's Extra Board - Operated as a Rotary
Board - Extra Yardmen.
- Sec. 17.-----Auxiliary Board - Regularly assigned Yardmen
being used on assigned days off.
- Sec. 18.-----Displacing - Yardmen placing themselves on
Extra Board by bidding or bumping must remain
thereon for 30 days.

(Also See Article 55-A)

ARTICLE 61
TILTON, ILLINOIS

Sec. 1. - Memorandum of Agreement effective June 7, 1962

Effective June 7, 1962, a master board will be established and maintained at Tilton Yard, listing all regular yard assignments and showing the correct position of all yardmen in their respective regular assignments. Assignments with the same starting time will be blocked together beginning with those starting at 6:30 a.m. and continuing to the last starting time period at 12:00 midnight.

Sec. 2.

(a) In bulletining new assignments and permanent vacancies, such bulletins will be posted at all points where yardmen commence their tour of duty not later than 10:00 a.m., and the following form will be used:

Bids will be accepted on the following vacancies until 10:00 a.m. _____ (date), assignment to be made for the following day:

Starting Time - Days Off - Foreman, Helpers

All vacancies created by this assignment will be filled in accordance with the seniority standing of men bidding.

(b) Men wishing to change their assignment will submit sufficient bids to cover their choice of positions.

(c) A general designation may be made in application such as - "or any position to which my seniority may entitle me" -- and a particular starting time or shift will be included.

(d) All bids will appear on application in order of preference.

Sec. 3.

(a) All assignments will be rebulletined in accordance with Section 2, hereof, so as to make the reassignment effective on October 1st and April 1st of each year.

(b) In the application of this Section 3, the provisions of Article 37, Section 5 of this Schedule, will not apply.

Article 61, Section 3
Paragraph (c) (continued)

(c) When assignments are bulletined pursuant to Paragraph (a) above, yardmen other than those referred to in Article 37, Section 3 of this Schedule, or on vacation with pay, will be required to bid for position desired.

(d) In event some yardmen do not submit sufficient choices to secure assignment, such yardmen will be assigned in seniority order on positions for which no bids were received, commencing with the first shift assignments and continuing through the third shift assignments, in the order in which such positions appear on the master board and, when these are filled, assigned in the same order on positions for which the junior yardmen would have otherwise been assigned. This in compliance with the requirements of Article 37, Section 1 of this Schedule.

Sec. 4. - Ten Day Vacancy

When a vacancy created by a regularly assigned employee being absent from the service for any reason, exclusive of days absent on vacation with pay, is known to be of more than ten (10) days duration, such vacancy will be bulletined as a permanent vacancy and filled in accordance with the provisions of Section 2 hereof. (See Article 37, Section 2(b)).

Sec. 5.

(a) When yardmen displace, the first displacement on any calendar day must be made not less than three (3) hours prior to the first starting period (for example: 6:30 a.m., 2:30 p.m. or 10:30 p.m., where three shifts are being worked) of the shift on which the yardman displacing desires to place himself, and subsequent bumps on that calendar day, resulting from this displacement, must be made not less than two (2) hours prior to the starting time of the assignment selected.

(b) In the event a yardman who is not laying off or on vacation with pay cannot be contacted in sufficient time to enable him to exercise his seniority on an assignment with the same starting time as that from which he was displaced in accordance with the preceding paragraph, in order to avoid loss of time on one of the work days of the assignment from which he was displaced as a result, such yardman will immediately be

Article 61, Section 5
Paragraph (b) (continued)

placed first out on the extra board and will be permitted to work one tour of duty on that calendar day and shift off the extra board on the first vacancy starting at or after the starting time of the assignment from which he was displaced for which an extra yardman is otherwise required to be used and as though he had been notified of such vacancy one and one-half (1½) hours prior to the time required to report to fill such vacancy.

(c) In the event there is no vacancy on which the yardman can be used from the extra board in the application of Paragraph (b), above, such yardman will, if he so requests, be placed first out on the extra board on the following first off day of his regular assignment and permitted to work one tour of duty only off the extra board on that calendar day and on the shift on which regularly assigned providing such yardman has been unable to otherwise accumulate five (5) straight-time eight (8) hour shifts in the work week of his regular assignment.

NOTE: In the application of Paragraphs (b) and (c), above, in the event there is more than one (1) such yardman to be marked up on the extra board on the same shift on the same day, they shall be marked up in seniority order with the senior man first out.

(d) In the application of this Section 5, it is understood that yardmen will be advised promptly when they are displaced provided they can be contacted in the usual manner.

Sec. 6.

Except in cases of emergency such as sudden illness of themselves or their family, or accident, regularly assigned yardmen who desire to lay off will request permission to do so not less than two and one-half (2½) hours prior to the starting time of their assignment.

Sec. 7.

Regularly assigned yardmen who have been laying off will be required to report as available for service not less than two and one-half (2½) hours prior to the starting time of their assignment.

Article 61, Section 8
(continued)

Sec. 8.

(a) Temporary vacancies for foreman on regularly assigned crews will be filled by recourse to one of the following, in the order listed below:

(1) By the senior assigned helper on the crew on which the vacancy exists, subject to the provisions of Section 14, hereof.

(2) By the senior assigned helper starting to work on the same shift, subject to the provisions of Section 14, hereof.

(3) By an extra yardman in turn, subject to the provisions of Section 13 hereof. When two or more extra yardmen are used to fill vacancies on the same crews, and it is necessary to use one of these extra yardmen as foreman, the senior of them shall be used.

(4) By the first out available yardman on the auxiliary board as provided in Section 17. When two or more yardmen are used from the auxiliary board to fill vacancies on the same crew, and it is necessary to use one of these yardmen to fill vacancy as foreman, the senior man will be used.

(b) Vacancies for foreman on extra assignments and pilot jobs will be filled by recourse to one of the following in order listed below:

(1) By the senior assigned helper starting to work on the same shift, subject to the provisions of Section 14, hereof.

(2) By an extra yardman in turn, subject to the provisions of Section 13 hereof. When two or more extra yardmen are used on the same crew, the senior of them will be used as foreman.

(3) By the first out available yardman on the auxiliary board as provided in Section 17. When two or more yardmen are used from the auxiliary board to fill vacancies on the same crew, and it is necessary to use one of those yardmen to fill vacancy as foreman, the senior man will be used.

Article 51, Section 9 (continued)

Sec. 9.

In the application of Section 8, the regularly assigned helper who stands to be used as foreman on an existing vacancy (other than the same assignment on which he is assigned) will be notified by telephone during the interim between one and one-half (1½) hours prior to the starting time of the vacancy and one and one-half (1½) hours prior to the starting time of his regular assignment.

Sec. 10.

On the effective date of this agreement, all yardmen who have forfeited their rights to perform service as extra foreman will have such rights restored.

Sec. 11.

(a) A yardman declining to act as foreman must do so in writing on the calendar day preceding the date his change in status becomes effective.

(b) Any yardmen declining to act as extra foreman on his own assignment will not be used to perform service as extra foreman on any assignment, except as provided by Section 8(a)(4) and Section 8(b)(3).

Any yardman declining to act as extra foreman on other than his own assignment will not be used to perform service as extra foreman on any assignment other than his own, except as provided by Section 8(a)(4) and Section 8(b)(3).

Sec. 12.

Yardmen who may hereafter decline to perform service as extra foreman may reinstate such rights only by:

(a) Being the successful applicant for a bulletined vacancy for foreman or by bumping a junior yardman regularly assigned as foreman.

Article 61, Section 12
Paragraph (b) (continued)

(b) Exercising their seniority by being the successful applicant for or bumping onto a regular assignment as helper on another shift and notifying the supervisor in charge in writing that they desire to reinstate their rights as foreman.

Sec. 13.

Extra yardmen now in service or who may hereafter enter the service with no previous experience in train or yard service will not be used to perform service as extra foreman until such time as they perform service as yardman on one hundred twenty (120) shifts.

Sec. 14.

A list of yardmen who are not to be used to perform service as extra foreman in accordance with the provisions of this agreement will be maintained in the office of the supervisor in charge and posted in conjunction with the master board.

Sec. 15.

No yardman will be permitted to exercise his seniority when the assignment to which he is regularly assigned is annulled for any of the ten (10) holidays listed in Article 18 of this Schedule, or any day observed by the state or nation as the holiday, in lieu of a day listed in Article 18.

Sec. 16.

The yardmen's extra board will be operated as a rotary board as hereinafter provided:

(a) An extra man missing an emergency call will not lose his place on the board.

NOTE: An emergency call is defined as a call made less than one and one-half (1½) hours prior to the starting time of the job for which called.

Article 61, Section 16
Paragraph (b) (continued)

(b) An extra yardman who has been laying off for any reason or who misses a call, who reports available for duty twelve (12) hours or more after the time he laid off or missed the call, will be marked up last out. If he reports available for duty less than twelve (12) hours after he laid off or missed the call, he will be marked up last out at the expiration of twelve (12) hours from the time he laid off or missed the call.

In event an extra yardman is required to lay off for the purpose of attending an investigation, the twelve (12) hour provision provided for in the foregoing will not apply and such extra employee will be placed last out on the extra board and be subject to call after he reports.

(c) Extra men going to work on the same shift will be marked up on completion of the day's work in the same order in which they stood at the beginning of the shift on which they performed service.

(d) In event more than one extra man is called for the same starting time, they shall be used in the order in which the vacancies appear on the master board, subject to the provisions of Section 8, hereof.

(e) An extra yardman, or a regularly assigned yardman who is expected to be used to fill a vacancy on other than his regular assignment due to no extra man being available, who is notified to report for duty and who does report, and who is not used, will be paid four (4) hours and retain his place on the board if an extra man; if a regular man he will not lose his standing for other extra work. If held for more than four (4) hours, or if required to work, he will be paid not less than eight (8) hours.

(f) Deleted - Cancelled effective May 17, 1955.

(g) When an extra yardman has accumulated five (5) straight-time eight (8) hour shifts in his work week he will be by-passed and not again used from the extra board in that work week except as provided for in Section 17(k).

Sec. 17.

In order to provide an orderly manner for using regularly assigned yardmen when necessary, on their assigned days off, an auxiliary board will be established at Tilton Yard in accordance with the following:

Article 61, Section 17
Paragraph (a) (continued)

(a) Deleted - Not applicable

(b) Deleted - Not applicable

(c) When the auxiliary board is first established, regularly assigned yardmen making application for extra work on their assigned days off pursuant to this agreement will be placed on the auxiliary board in seniority order. Thereafter men will be used from the auxiliary board in rotary fashion in accordance with Paragraph (d) of this Section 17. Men used from the auxiliary board for the same shift will be marked up at the foot of the auxiliary board after completing one tour of duty in the same order in which they stood when used for that tour of duty.

(d) In event there is no extra yardman available who has not already worked five (5) straight time eight (8) hour shifts in his work week (excluding the exceptions from the computations provided for in Article 16, Section 8, Paragraphs (c), (d) and (e)) at the time a man is to be designated to fill a particular vacancy, then the regularly assigned yardman off on his rest days who has made application in accordance with this Section 17 for extra work on his assigned days off and who has full time to work under the Hours of Service Law will be used, except that such yardmen will not be used on their second assigned off day on a later shift than the shift on which they are regularly assigned to work on the first day of their work week.

(e) A regularly assigned employee who has signified his desire to work extra on his assigned days off who does not wish to be used on assigned days off to fill a vacancy on a particular date will notify the supervisor in charge to that effect on the day prior to the day he does not wish to be used, and will then be placed at the foot of the auxiliary board.

(f) A yardman desiring to remove his name from the auxiliary board may do so by notifying the supervisor in charge to that effect in writing prior to the day he desires his name removed.

(g) Assigned yardmen desiring to place themselves on the auxiliary board will make application in writing which must be received by the supervisor in charge prior to the day they desire to establish themselves on such board. New additions to the auxiliary board will be placed last out.

Article 61, Section 17
Paragraph (h) (continued)

(h) A yardman declining, missing or failing to protect a call for service from the auxiliary board and who has not complied with provisions of Paragraph (e) will not be marked on auxiliary board for a period of ten (10) calendar days from date he declined, missed or failed to protect the call, at expiration of which period he will be placed last out on the board. The period of time will be determined from the starting time of assignment he failed to protect.

(i) Yardmen used off auxiliary board will be given one and one-half (1½) hour call if they can be reached by telephone without additional expense to the Carrier. Yardman missing short or emergency call will not lose his place on the auxiliary board.

(j) A regularly assigned yardman filling a temporary vacancy in accordance with the provisions of this Section 17 will take the conditions of the vacancy filled and will be paid one and one-half (1½) times the basic straight-time rate of the position filled, provided he has worked five (5) straight-time eight (8) hour shifts in the work week of the assignment he holds at the time he is used from the auxiliary board.

(k) When a vacancy cannot be filled from the auxiliary board by a regularly assigned yardman on his assigned off day in the manner outlined in this Section 17, then the yardman standing first out on the yardmen's extra board with full time to work under the Hours of Service Law will be used regardless of the shifts accumulated by such yardman in that work week.

Sec. 18. - Letter of Understanding dated March 9, 1976
Exercising of Seniority to the Extra Board

Article 37, Section 1 of this Schedule is suspended only to the extent necessary to allow the following:

(a) Any yardman entitled to displace under the rules may place himself on the extra board. When an assignment is bulletined pursuant to Section 2 of this Article, any yardman may bid for the extra board. Any yardman who places himself on the extra board by bidding or bumping will remain thereon for thirty (30) calendar days, unless displaced by a senior yardman, forced to a regular assignment or cut off due to reducing the extra board.

Article 61, Section 18
Paragraph (b) (continued)

(b) Vacancies which have been bulletined but not filled as a result of no bids being received will be filled by assigning extra yardmen (from the extra board in reverse seniority order).

(c) When bumping to the extra board, the junior man will be displaced therefrom.

(d) A yardman who places himself on the extra board by bidding or bumping when he has sufficient seniority to hold a regular assignment will forfeit any right to protective allowance under any employee protection agreement during the period he remains on the extra board.

(e) A yardman who fails to place himself on a regular assignment or the extra board as a result of failing to bid or failing to make sufficient choices on his bid will be considered as having bid for the extra board. A yardman placed on the extra board by bidding, bumping or being forced will be placed at the foot of the extra board.

(f) A yardman forced on a regular assignment may give up the regular assignment in event a yardman junior to him is marked on the extra board. The junior yardman will be assigned to the vacancy created. A yardman giving up a regular assignment must make written request within seventy-two (72) hours after a junior yardman is marked on the extra board, and no change in assignments will be made until the expiration of the above mentioned seventy-two (72) hour period.

Paragraph (g)(1),(2),(3) and (4) are deleted -
See Article 37, Section 24 - Memorandum of Agreement
signed January 3, 1981, effective March 1, 1981.

I N D E X

ARTICLE 62 - TOLEDO, OHIO

- Sec. 1.-----Toledo Terminal Consolidation
- Sec. 2.-----Allocation of Crews in the Terminal.
- Sec. 3.-----Procedure for Bulletining Vacancies allocated
to Specific Roster.
- Sec. 4.-----Procedure for Filling Temporary Vacancies.
- Sec. 5.-----Going on and off duty at other than designated
Locations.
- Sec. 6.-----Arbitrary Paid to Extra W&LE Employees.
- Sec. 7.-----Bulletining vacancy to W&LE Roster when no
extra men available on Clover Leaf and/or
Wabash Roster.
- Sec. 8.-----Applicable Schedule Rules
- Sec. 9.-----Refers to Protective Allowances.
- Sec. 10.-----Rights of Road Crews to operate into and out of
Toledo - Ft. Wayne - Montpelier
- Sec. 11.-----Order of Selection of Allocated crews at Sumner
Street and Maumee.
- Sec. 12.-----Protection of Employees.
- Sec. 13.-----Locker Room - Shower - Washing and Toilet
Facilities - Sumner Street
- Sec. 14.-----Yardmen's Extra Board - Operated as a Rotary
Board - Extra Men.
- Sec. 15.-----Auxiliary Board
- Sec. 16.-----Re-Bulletining Yard Assignments.
- Sec. 17.-----Displacements
- Sec. 18.-----Yard Lunch Agreement

ARTICLE 62

TOLEDO, OHIO

Sec. 1. - Toledo Terminal Consolidation Agreement
Effective September 2, 1966
Signed March 11, 1966

Only men on the following rosters will be entitled to participate in the manning of yard crews at the Toledo Terminal:

(a) Former NKP's Cloverleaf District Toledo Yard Prior Right Yardmen seniority roster, copy of which is made Attachment "A" to this Agreement and is hereinafter referred to as the Cloverleaf roster. Men on this roster will have no rights in any other yards or in road service after the date of this agreement.

(b) Former Wabash's Toledo Yardmen's seniority roster revised to include only men who held seniority as yardman as of October 15, 1964, copy of which is made Attachment "B" to this Agreement and is hereafter referred to as the Wabash roster.

(c) Former NKP's W&LE District seniority roster which is hereinafter referred to as the W&LE roster. This roster will include men hired and placed on Wabash roster subsequent to October 15, 1964, who will be dovetailed into the W&LE roster. No men will be added to either the Wabash or Cloverleaf rosters at Toledo subsequent to the date this agreement is signed.

Sec. 2.

(a) Yard crew assignments in the Toledo Terminal are allocated to the men on the three (3) seniority rosters involved in accordance with the following table:

When total number of crews is:	1	2	3	4	5	6	7	8	9	10	11	12	13	14
W&LE Roster's Allocation	1	2	2	3	3	4	5	5	7	7	8	8	9	9
Wabash Roster's Allocation	0	0	1	1	1	1	1	1	1	2	2	2	2	3
Cloverleaf Roster's Allocation	0	0	0	0	1	1	1	1	1	1	1	2	2	2

When total number of crews is:	15	16	17	18	19	20	21	22	23	24	25
W&LE Roster's Allocation	10	11	12	12	13	14	14	15	16	17	17
Wabash Roster's Allocation	3	3	3	4	4	4	4	4	4	4	5
Cloverleaf Roster's Allocation	2	2	2	2	2	2	3	3	3	3	3

When total number of crews is:	26	27	28	29	30	31	32	33	34	35	36	37	38
W&LE Roster's Allocation	18	18	19	20	21	21	22	23	24	25	26	27	28
Wabash Roster's Allocation	5	5	5	5	5	6	6	6	6	6	6	6	6
Cloverleaf Roster's Allocation	3	4	4	4	4	4	4	4	4	4	4	4	4

Article 52, Section 2
Paragraph (a) (continued)

Wabash roster's allocation will never exceed six (6) crews.
Cloverleaf roster's allocation will never exceed four (4) crews.
If the total number of crews exceeds thirty-eight (38), all crews
in excess of thirty-eight (38) will be manned from the W&LE roster.
A regular relief crew is considered a crew in the above table.

(b) In event the Cloverleaf roster cannot provide all men
required for a crew allocated to that roster, then the W&LE
roster will provide the man, or men necessary.

(c) In event Wabash roster cannot provide all men required
for a crew allocated to that roster, then the W&LE roster will
provide the man, or men, necessary.

(d) When as a result of attrition or the men's exercise of
seniority either the Cloverleaf roster or the Wabash roster,
referred to herein, does not provide any man for a crew allocated
to it under Paragraph (a) of this Section, that crew will always
thereafter be allocated to the W&LE roster, unless it should
become necessary to reallocate a crew to the Cloverleaf or Wabash
roster, as the case may be, as a result of a man returning to yard
service after being absent.

Sec. 3.

(a) Positions and vacancies on crews allocated to men on
the Cloverleaf roster will be filled pursuant to their schedule
agreement so long as that roster has men available to fill them.

(b) Positions and vacancies on crews allocated to men on
the Wabash roster will be filled pursuant to their schedule
agreement so long as that roster has men available to fill them.

(c) Positions and vacancies on crews allocated to or to
be filled by a man or men on the W&LE roster will be filled
pursuant to their schedule agreement.

Sec. 4.

(a) Separate extra lists will be maintained for men on the
Cloverleaf roster and for the men on the Wabash roster so long
as the crews allocated to their respective rosters do not
provide those men with a regular assignment.

Article 62, Section 4
Paragraph (b) (continued)

(b) Temporary vacancies for helpers on crews allocated to men on the Cloverleaf roster or to men on the Wabash roster which cannot be filled at the straight time rate from the extra list for men on such roster to which the crew is allocated will be filled from the W&LE roster's Toledo extra list, except that if it would be necessary to fill the vacancy with a W&LE roster man who would be entitled to the time and one-half rate it will then be filled under the applicable agreement by a man from the roster to which the crew is allocated, if a man from that roster is available under the applicable agreement.

(c) Temporary vacancies for foreman on crews allocated to men on the Cloverleaf or the Wabash rosters will be filled in accordance with their schedule rules provided the roster to which the crew is allocated can produce a foreman, otherwise the vacancy will be filled from men on the W&LE roster in accordance with their schedule rules.

(d) In the manning of extra crews, positions on such crews will be regarded as temporary vacancies and Paragraphs (b) and (c) of this Section will be applicable. Rights to participate in manning extra crews will be governed by the following:

(1) When there has been a reduction in force which results in either (or both) the Cloverleaf or the Wabash roster not having its (their) maximum allocation of crews (four (4) and six (6) respectively) any extra crews worked in Toledo Terminal will be manned from the roster which would be entitled to the next crew in the allocation table in Section 2(a) to the extent that roster has a man, or men, available to man positions on the crew pursuant to Paragraphs (b) and (c) of this Section.

(2) When both Cloverleaf and Wabash rosters have their maximum allocation of crews assigned all extra crews will be manned by W&LE roster men. Such extra crews may be started at either Sumner Street Yard or at the former W&LE District Yard.

Sec. 5. Section 5(a) (1)(2) and (3) Revised by
Memorandum of Agreement signed February 21, 1975

(a) (1) A crew allocated to men on either the Cloverleaf roster or the Wabash roster will, when a member of the crew is from such roster, go on and off duty at Sumner Street Yard or Maumee and may work anywhere within the switching limits for yard crews in the Toledo Terminal area. Men on such crews may be required to go on and off duty at other locations used for these purposes by crews allocated to the W&LE roster only to the extent necessary to comply with the provisions of Section 2 (allocation) of this agreement (Article).

Article 52, Section 5
Paragraph (a)(2) (continued)

(2) Men listed on rosters identified as Attachments "A" and "B" to the Toledo Consolidation Agreement of March 11, 1966 will, when required to go on and off duty at locations other than Sumner Street pursuant to the provisions of revised Section 5 be paid a relocation allowance of \$3.00 only and, in addition, automobile mileage payments from Sumner Street to their on and off duty point and return at the rate of 14¢ per mile for the miles driven for this purpose each month.

(3) Yardmen of former Wabash and Cloverleaf who may be transported via automobile between Sumner Street and their work location at Maumee, Front Street or Homestead prior to the completion of the Maumee locker and washroom facilities, which is anticipated to be on or about April 15, 1975, will be paid the relocation allowance provided for herein for each such tour of duty. (Mileage from Sumner Street to Homestead Yard has been found to be 14.2 miles per letter of 9/15/80)

(b) A crew allocated to the W&LE roster, including crews allocated to that roster as a result of attrition of men on either the Cloverleaf roster or the Wabash roster, may be assigned to go on and off duty at Sumner Street yard or at any point in the Toledo Terminal at which yard crews may be assigned to go on and off duty under schedule rules and may work anywhere within the switching limits for yard crews in the Toledo Terminal area.

Sec. 6. - Section 6 (a), (b), (c) and (d) Revised by
Memorandum of Agreement signed February 21, 1975

(a) Extra men from W&LE roster's extra list will be paid one (1) hour at straight time rate when required to go to Sumner Street Yard or Maumee to fill a vacancy of a man laying off. If the vacancy is of sufficient duration to require the assignment to be bulletined under the schedule rules applicable to men on the roster to which that crew is allocated, W&LE extra men filling that vacancy while under bulletin will be paid one (1) hour allowance for each shift they fill that vacancy while it is under bulletin.

Article 52, Section 6
Paragraph (b) (continued)

(b) Extra men from W&LE roster's extra list will be paid one (1) hour at the straight time yard rate when required to go to Sumner Street Yard or Maumee to fill a vacancy that is bulletined for reasons other than a man laying off. The payment provided for in this Paragraph (b) will be made only to the W&LE extra men who fill the vacancy up to and including the first four (4) days such vacancy exists.

(c) In the application of Paragraphs (a) and (b) of this Section to W&LE roster extra men who fill vacancies which are bulletined, the allowance of one (1) hour provided will be paid only to the W&LE roster extra men required to go to Sumner Street or Maumee to fill such vacancy the first time the particular vacancy is bulletined.

(d) The provisions of Paragraphs (a), (b) and (c) and this Section 6 will be applicable to extra men from either the Cloverleaf roster or the Wabash roster when required to go from Sumner Street or Maumee to other on and off duty points at Toledo to fill a vacancy of a man laying off.

Locker and washroom facilities will be provided at Maumee, suitably equipped with sanitary facilities, drinking water, an adequate parking lot and necessary supplies. Sufficient lockers will be furnished for the use of employees who were formerly provided with lockers at Sumner Street. These facilities will be subject to a joint inspection prior to being placed in service.

Sec. 7.

(a) When there is no extra list for the Cloverleaf roster or for the Wabash roster the bulletin advertising a vacancy on a crew allocated to such roster will also be posted at Toledo to W&LE roster men, and in the event no applications are received from the roster to which the crew is allocated the senior W&LE roster man making application will be assigned.

(b) Bulletins advertising vacancies on yard assignments in the Toledo Terminal that are bulletined to men on the W&LE roster will be posted at all bulletin points at Toledo for W&LE roster men for not less than a full seventy-two (72) hours and, unless otherwise agreed upon by the representatives of the men on the W&LE roster and the Carrier, will expire at 9:00 a.m., insofar as men on W&LE roster are concerned.

Article 62, Section 8 (continued)

Sec. 8.

Men on Cloverleaf, Wabash and W&LE rosters will work in the consolidated Toledo Terminal under the rates of pay, rules and working conditions of their respective schedule agreements, except as provided for in this agreement.

Sec. 9.

Notwithstanding any agreement or understanding to the contrary, after this agreement is made effective any individual on the W&LE roster who held seniority on that roster as of October 16, 1964, and who performed any service between January 10, 1962 and October 16, 1964, who is displaced as a result of a reduction in the number of yard crews assigned on the Toledo Terminal who does not displace a man hired subsequent to March 2, 1966, will thereafter be treated as occupying the position producing the greatest compensation which is held by a man hired subsequent to March 2, 1966, on which he could have displaced when computing the amount of any protective allowance which may be due him under the Agreement for Protection of Employees effective January 10, 1962. This provision shall not apply to men who are displaced more than thirty (30) days after this agreement is made effective or who are displaced after September 2, 1966, whichever occurs first.

Sec. 10.

This agreement does not affect the nature of the work which may be required of road crews operated into and out of Toledo via the Delphos, Ft. Wayne and Montpelier lines and men in road service will continue to work under their respective schedule agreements. Trains from and to the Delphos, Ft. Wayne and Montpelier lines may not be operated into or out of Homestead or Front Street yards, by road crews, except in detour movement due to line being blocked, without further agreement between the parties signatory hereto.

Sec. 11.

(a) The order of selection of allocated crews at Sumner Street and Maumee (Maumee added per Letter of Agreement dated February 21, 1975) between Cloverleaf and Wabash roster men shall be as follows:

Article 52, Section 11
Paragraph (a) (continued)

1st	choice	to Wabash Roster
2nd	choice	to Cloverleaf Roster
3rd	choice	to Wabash Roster
4th	choice	to Cloverleaf Roster
5th	choice	to Wabash Roster
6th	choice	to Cloverleaf Roster
7th	choice	to Wabash Roster
8th	choice	to Cloverleaf Roster
9th and 10th	choices	to Wabash Roster

Rest days on Cloverleaf and Wabash allocated crews will not be combined to establish an individual regular relief assignment. So long as there are Cloverleaf and Wabash roster men they will have preference to their allocated crews in accordance with the order of selection table in this paragraph.

(b) Deleted - Not applicable

(c) If the number of crew abolishments or the addition of crews deprives either the Cloverleaf or Wabash roster of crews they would otherwise acquire through the exercise of the order of selection provided for in Paragraph (a) of this Section it will then be recognized that a Local Chairman (or Chairmen) involved has valid reason, if he so desires, to call for a new selection of crews.

Sec. 12.

The Agreement for Protection of Employees signed April 16, 1962, effective January 10, 1962, shall apply to the employees protected thereby who are affected by this agreement.

Article 52, Section 13 (continued)

Sec. 13. - Letter of Understanding dated March 11, 1966

Locker room, shower, washing and toilet facilities with hot and cold running water located convenient to where the men go on and off duty at Sumner Street Yard, which are ample to take care of the men to be accommodated and to maintain these facilities in a clean and sanitary condition will be provided.

Each Cloverleaf roster yardman will be provided with a full length steel locker (which can be locked) in good condition. W&LE roster men regularly assigned at Sumner Street Yard will also be provided with such lockers. Sufficient extra lockers will be available for W&LE extra men to accommodate them on a day to day basis while filling vacancies at Sumner Street.

Sec. 14. - Memorandum of Agreement effective November 15, 1951

- (a) The yardmen's extra board at Toledo Yard will operate as a rotary board as hereinafter provided. A two (2) hour call will be given. (Revised per Memorandum of Agreement dated November 27, 1968).
- (b) Extra men will not be required to protect through freight, local or passenger runs. However, this does not abridge the right of any extra man to accept a call on these runs in case of emergency.
- (c) When an extra man lays off or misses a call for any reason, he will not be permitted to mark up for a period of eight (8) hours.
- (d) In the event of a short call or an emergency call, the man first out will be used, however, if he misses the short or emergency call, he will not lose his place on the board and will be left first out.
- (e) Extra men going to work on the same shift will be marked up on the extra board at the completion of their day's work in the same order as they stood when they went to work on that day or shift.
- (f) (1) The board will be marked at 12:00 noon daily for the next twenty-four (24) hour period starting with the shift at 2:30 p.m. and will show all known vacancies.
- (2) Yardmen desiring to lay off for one (1) shift or more will be required to report for duty before the marking up of the board.

Article 62, Section 14
Paragraph (g) (continued)

Paragraph (g) is deleted - See Article 37, Section 24,
Memorandum of Agreement signed January 3, 1981,
effective March 1, 1981.

(h) - Taken from Letter of Agreement dated March 1, 1986

An extra yardman, or a regularly assigned yardman who is expected to be used to fill a vacancy on other than his regular assignment due to no extra man being available, who is notified to report for duty and who does report, and who is not used, will be paid four (4) hours and retain his place on the board, if an extra man, if a regular man will not lose his standing for other extra work; if held for more than four (4) hours, or if required to work, he will be paid not less than eight (8) hours.

Sec. 15. - Auxiliary Board Agreement
Memorandum of Agreement effective July 12, 1956

(a) Notice will be posted three (3) days prior to the effective date of this agreement advising regularly assigned yardmen who wish to work on their assigned days off to make application therefor in writing to the General Yardmaster.

(b) The auxiliary board will become operative with the first shift starting to work on the effective date of this agreement and will be posted in conjunction with master board.

(c) When the auxiliary board is first established, regularly assigned yardmen making application for extra work on their assigned days off pursuant to this agreement, will be placed on the auxiliary board in seniority order. Thereafter men will be used from the auxiliary board in rotary fashion in accordance with Paragraph (d) of this Section. Men used from the auxiliary board for the same shift will be marked up at the foot of the board after completing one tour of duty in the same order in which they stood when used for that tour of duty.

(d) In event there is no extra yardman available who has not already worked five (5) straight time eight (8) hour shifts in his work week (excluding the computations provided for in Article 3, Section 8, Paragraphs (3) and (4) of Agreement "A") at the time a man is to be designated to fill a particular vacancy, then the regularly assigned yardman off on his rest days who has made application in accordance with this Section for extra work on his assigned days off and who has full time to work under the Hours of Service Law will be used, except that such yardmen will not be used on their second assigned off day on a later shift than the shift on which they are regularly assigned to work on the first day of their work week.

Article 62, Section 15
Paragraph (e) (continued)

(e) A regularly assigned employee who has signified his desire to work extra on his assigned day off who does not wish to be used on his assigned day off to fill a vacancy on a particular date will notify the General Yardmaster to that effect prior to the adjustment of the yardmen's board controlling day he does not wish to be used, and will then be placed at the foot of auxiliary board.

(f) Yardmen desiring to remove his name from the auxiliary board may do so by notifying the General Yardmaster to that effect in writing prior to adjustment of yardmen's board.

(g) Assigned yardmen desiring to place themselves on the auxiliary board will make application in writing which must be received by the General Yardmaster prior to adjustment of yardmen's board controlling the day they desire to establish themselves on such board. New additions to the auxiliary board will be placed last out.

(h) A yardman declining, missing or failing to protect a call for service from the auxiliary board and who has not complied with provisions of Paragraph (e) hereof, will not be marked on auxiliary board for a period of ten (10) calendar days from the date he declined, missed or failed to protect the call, at expiration of which period he will be placed last out on the board. The period of time will be determined from the starting time of assignment he failed to protect.

(i) Yardman used off auxiliary board will be given a two (2) hour call if they can be reached by telephone without additional expense to the Carrier. Yardman missing short or emergency call will not lose his place on the board. (Revised by Memorandum of Agreement dated November 27, 1968)

(j) A regularly assigned yardman filling a temporary vacancy in accordance with the provisions of this agreement (this Article 62, Section 15), will take the conditions of the vacancy filled and will be paid one and one-half times the basic straight time rate of the position filled, provided he has worked five (5) straight time eight (8) hour shifts in the work week of the assignment he holds at the time he is used from the auxiliary board.

Article 62, Section 15
Paragraph (k) (continued)

(k) When the exigencies of the service require the use of a regularly assigned yardman to fill vacancy on other than his assigned days off, the man first out on auxiliary board working regular assignment on previous shift to that on which vacancy is to be filled and in continuity with such vacancy, having eight (8) hours to work under the Hours of Service Law and available, will be used. In event no yardmen are available to fill vacancy in line with the foregoing, then regular assigned yardmen on subsequent shift will be used in the same manner.

Sec. 16. - Memorandum of Agreement signed November 27, 1968,
Effective December 1, 1968

(a) All yard assignments allocated for former Wabash yardmen at Toledo will be rebulletined four (4) times each year so as to make the new assignments effective on:

- (1) February 1;
- (2) Date change from Winter Standard Time to Summer Standard Time occurs;
- (3) August 1;
- (4) Date change from Summer Standard Time to Winter Standard Time occurs.

(b) In the event the use of Summer Standard Time is discontinued, all yard assignments allocated to and being held by former Wabash yardmen at Toledo will be rebulletined four (4) times each year so as to make the new assignments effective on:

- (1) February 1;
- (2) May 1;
- (3) August 1;
- (4) October 1.

(c) When assignments are bulletined pursuant to the foregoing, all employees not absent from the service during the entire life of the bulletin will be required to bid for position desired, and the provisions of Article 37, Section 5 of this Schedule, will not apply.

Article 62, Section 17 (continued)

Sec. 17. - Memorandum of Agreement signed June 2, 1978,
Effective June 15, 1978

An employee holding an assignment in yard service shall have the privilege of displacing an employee his junior, in accordance with the following provisions of this Section 17, on the first day of any calendar month except March:

(a) Whenever a yard position is under advertisement, due to the yardman holding such position being successful applicant to another position under the terms of the "end of the month bump rule," and prior to the assignment of such yard position under advertisement, the occupant is displaced by a senior employee, the advertisement will be cancelled and no assignment made. The position will be considered permanent for the senior employee under seniority principles. Should the position be assigned through advertisement and displacement is made after such advertisement is assigned, the position will be awarded to the successful applicant of the advertisement at 12:01 a.m. on the first of the month and the party being relieved will have displacement privileges.

(b) Displacements that have been duly requested and posted in accordance with this Section 17, will be placed in effect on the first day of the following month regardless of the fact that the position in question may have been assumed by another man between the date the notice was posted and the effective date of displacement. Should the man who has moved to the position during the period set forth be senior to the man who has exercised "first of the month" displacements privileges to such position, it will be necessary that the man so holding the position prior to the first day of the month involved again displace to the position, on the first day of the month, if he desires to remain thereon.

(c) An employee desiring to exercise such displacement privileges to a yard position shall file a written signed request with the General Yardmaster or other appropriate official. Such requests shall show:

- (1) The identity of the assignment request;
- (2) The name of the employee signed to it whom he wishes to displace; and
- (3) The identity of the present assignment held by the employee.

Article 62, Section 17
Paragraph (d) (continued)

(d) Such request shall be deemed valid and will be made effective if:

(1) The request is received in the appropriate office not later than 9:00 a.m. on the 26th day of the preceding month (or the following Monday, should the 26th fall on either Saturday or Sunday); and

(2) The employee requesting the change is senior to the employee holding the assignment specified in the request. In the event more than one employee requests the same position, only the request of the senior employee will be considered. In the event more than one position is requested, the employee making such request shall indicate a preference.

(e) Not later than the 27th day of each month (or the following Tuesday, should the 26th fall on either Saturday or Sunday) in which requests are made, the appropriate office shall post on bulletin boards a bulletin showing:

(1) The names of the men who have made valid requests for a change in their assignments;

(2) The identity of the assignment selected;

(3) The names of the men displaced therefrom; and

(4) The effective date of the changes.

Such notice shall constitute full and sufficient notice to each man shown thereon of the change in his assignment.

(f) An employee whose regular position has been awarded to another employee under this Section 17, shall be privileged to assert displacement rights on any assignment held by an employee his junior. Should the regular employee be absent at the time his position is awarded, he will be accorded such privilege upon his return to service.

NOTE: All employees affected by the changes in assignments made pursuant to this agreement will locate themselves promptly on the various working lists or assignments, so that sufficient men will be available on the first day of the month to fully man all crews without delay to the service.

Article 62, Section 17
Paragraph (g) (continued)

(g) Yard employees who, between the 26th day of a month and the first day of the succeeding month, become successful applicants to positions other than those chosen hereunder, may if they so desire and so notify the appropriate supervisor or supervisors prior to its effective date, cancel their application for displacement under this Section 17.

Sec. 18. - Yard Lunch Agreement
Memorandum of Agreement signed and effective on
May 9, 1977

(a) If yard crews are not granted first lunch period within the prescribed time interval (between four and one half (4½) and six (6) hours after going on duty as a unit) each member of the crew shall be allowed twenty (20) minutes pay, in addition to his other earnings, at the rate applicable to service that he performed during the above prescribed time interval and shall be allowed a twenty (20) minutes lunch period as soon as possible thereafter.

(b) If yard crews are held on duty longer than four (4) hours and thirty (30) minutes but less than five (5) hours and forty-one (41) minutes after the expiration of the prescribed time interval during which their first lunch period is to be given, each member of the yard crew shall be allowed a second twenty (20) minute lunch period. If not granted, each member of the yard crew shall be allowed twenty (20) minutes at punitive rate of pay, in addition to other earnings.

(c) If yard crews are held on duty longer than five (5) hours and forty (40) minutes after the expiration of the prescribed time interval during which their first lunch period is to be given, each member of the yard crew shall be allowed twenty (20) minutes pay at punitive rate, in addition to his other earnings. However, if such yard crew has not been granted a second twenty (20) minute lunch period prior to being relieved, each member thereof shall be allowed an additional twenty (20) minutes pay at punitive rate in addition to his other earnings.

(d) The penalties referred to in Paragraphs (a), (b) and (c) above shall apply only in such cases when it is impractical in the interests of good railroad service to comply with the mandatory provisions of said Article 8 and, when so applied, shall constitute the only liability accruing against the Carrier as a result of the application of the aforementioned article.

Article 62, Section 18
(continued)

EXAMPLE:

7:00 a.m.	On Duty
11:30 a.m.	First lunch should be started and finished during this period. If not granted during this time, would get twenty (20) minutes pro rata and permitted to eat as soon as possible thereafter.
1:00 p.m.	
11:30 a.m.	Took first lunch.
11:50 a.m.	
4:20 p.m.	Should start second lunch. If held on duty beyond 5:31 p.m. and don't start lunch, get additional twenty (20) minutes at overtime. If complete tour of duty and don't eat, get another twenty (20) minutes at overtime.
5:31 p.m.	

Can qualify for second lunch after nine (9) hours and twenty (20) minutes on duty.

Sec. 19. - Letter dated September 15, 1980

Automobile mileage from Sumner Street Yard to Homestead Yard has been found to be 14.2 miles.

RULINGS ON SCHEDULE

Whenever a ruling is made by a general officer of the Carrier, affecting the interpretation of any of the articles of this schedule, the General Chairman of the UTU will be furnished a copy of such ruling.

QUESTIONS ARISING UNDER SCHEDULE

When differences as to the schedule and practice under it arise, it is deemed best for the men and the local officers to confer individually and in a spirit dispose of the matters, if, however, employees desire to present their views to any officer of the Carrier by means of the authorized committee of the UTU, the service on such committee will not prejudice the standing of any employee.

REPRESENTATION

The right to represent yardmen in making and interpreting agreements, rules and rates of pay and in handling seniority for yardmen shall be vested in the regularly constituted committee of the UTU representing the yardmen employed by the Norfolk & Western Railway Company (on lines formerly operated by the Wabash Railroad Company). This, however, does not abridge the right of any yardman to take up a personal grievance with an official of the Carrier either by personal representative or through the committee of the organization with which he is affiliated. Adjustments by the Carrier of personal grievances in such cases must be made in accordance with the rules and practices of the Yardmen's Schedule.

DURATION OF AGREEMENT

This agreement shall become effective on July 15 1942 and continue in effect thereafter, subject to the provisions of the Railway Labor Act, as amended.

It is the intent of the parties signatory hereto in revising this Schedule to include all rules and/or agreements applicable to employees (yardmen) represented by the United Transportation Union, and should any of the previously existing rules and/or agreements have been inadvertently omitted, it is understood and agreed that such rules and/or agreements will be made a part hereof and remain in full force and effect.

The terms and provisions of the above and foregoing agreements are accepted and agreed to by the undersigned:

FOR THE EMPLOYEES:

J. J. Hults
J. J. Hults, General Chairman
United Transportation Union

FOR THE CARRIER:

H. D. Amick
H. D. Amick, Director Labor Relations,
Norfolk & Western Railway Company