AGREEMENT

between

CSX TRANSPORTATION, INC.
(former L&N)

and its

Road Conductors, Trainmen
And Yardmen

Represented by

UNITED TRANSPORTATION UNION

1st Combined Edition
Effective February 1, 1986

INDEX

	Article	Page
Abolishing Last Yard Assignment	49	266
Absence, Leave of	27	175
Adjusting Conductor's Extra Board	25	147
Adjusting Number of Chain-Gang Crews	25	146
Adjusting Road-Trainmen's Extra Board	25	149
Adjusting Yardmen's Extra Board	25	149
Adjustment of Extra Boards	25	149
Adjustment of Matters	53	352
Advertised Account Run Changed	26	160
Advertisement Period	26	157
Advertising New Runs or Positions	26	157
Advertising New Runs-Starting Time Rule	24	112
Agreement, Duration of	55	353
Agreement, Lodging	32	199
Agriculture Trains	10	34
Air Hose Arbitrary-Road Service	4	22
Yard Service	41	248
Air Hose Coupling-Yard Service	41	248
Annulling Yard Assignments	46	258
Application-Disapproving	26	153
Arbitraries, Special Allowances, and Miscellaneous-Yard Service	41	246
Assigned Cabooses	19	67
Assigned Conductors Losing Their Turn	25	146
Assignment Bulletins	26	157
Assignments and Pool Service	26	146
Assignments-Yard Service	42	250
Assisting Trains	16	63
Attending Court	13	47
Attending Investigation	31	197
Attending Rules Exam	13	49
Automobile Allowance	12	45
Baggage-Passenger Service-(Definition of)	1	4
Baggage and/or Mail, Unloaded by Station Forces	1	10

	Article	Page
Baggage-Loading and/or Unloading-Passenger Service	1	4
Basic Day-Passenger Service	2	10
Road Service	5	24
Yard Service	38	243
Mine Run Service	4	14
Beginning and Ending of Day	6	25
Bereavement Leave	24	145
Blankable Position	52	308
Blanked Positions	52	308
Brakemen's Extra Board-Crew Consist	52	314
Bulletins Advertising New Runs or Positions	26	157
Bulletins, Assignment	24	112
Bulletins, Outlying Runs	26	160
Caboose Cleaning and Supplying	19	64
Caboose, Penalty for Operating Without	19	81
Caboose, Pooling of	19	65
Caboose Removal Guidelines	19	70
Caboose Removal Procedures	19	68
Caboose, Transfer of	19	65
Caboose, Yard Service	19	66
Cabooses, Assigned	19	67
Cabooses, Purchase and Maintenance	19	81
Cabooses, Removal of	19	67
Calculating Assignments-Yard Service	44	252
Calculating Meal Period-Yard Service	44	252
Called and Not Used	24	96
Called from Regular Assignment-Yardmen	41	249
Called in Turn	26	163
Calling Crews	24	95
Calling Emergency Conductors	24	105
Calling Emergency Trainmen	25	151
Car Retarder Operator Agreement	51	271
Chaining Cars-Yard Service	41	248
Chain-Gang Service	25	146
Chain-Gang Service-More than one pool	26	169
Changing of Switching Limits	48	263

	Article	Page
Circus Trains	4	16
Circus Trains-Minimum Mileage	4	16
Claims Handling	30	192
Claims-Time Limits	30	193
Classification of Trains	18	63
Coded Statement of Earnings	30	192
Combination Deadhead-Service Trip	12	43
Combination Road Yard Service Zones	15	58
Combined Yardmen-Trainmen Extra Board	52	341
Commencing New Day-Mine Run Service	4	14
Company Constructed Lodging	32	203
Company Mail, Handling	33	208
Computing Mileage-Two or More Classes of Service	25	147
Conditions for Removal of Cabooses-Through Freight Service	19	71
Conductors, Calling for Emergency Passenger Service	26	171
Conductors' Emergency Service	26	164
Conductors' Extra Boards	25	147
Conductors, Filling Extra Board Vacancies of	26	163
Conductors Handling Company Mail	33	208
Conductors' Vacancies-		
Away from Home Terminal	26	164
Outlying Point	26	164
Consist of Yard Crews	52	304
Consolidated Seniority District Agreement	Appendix 3	381
Conversion Rule	11	35
Converting From Through Freight to Local Freight Rate	11	35
Coupling Air Hose-Yard	41	248
Coupling Air Hose-Road	4	22
Court, Attending	13	47
Crew Boards	24	108
Crew Consist-Road Service	52	304
Yard Service	52	304
Passenger Service	1	8

	Article	Page
Crews, Increased	25	150
Crews, Reduction of	25	150
Current Rate Sheets	Appendix 4	389
Cut-Off Trainmen-Yardmen	25	151
Daily Statement of Earnings	30	192
Day, Point of Beginning and Ending	6	25
Deadhead Interdivisional Service	12	43
Deadheaded by Highway Transportation	12	44
Deadheading	12	43
Derrick Cranes-Road Service	29	190
Detention Time	9	31
Detouring	20	84
Disapproving Application	26	153
Discipline and Investigations	31	196
Discrimination Statement	54	353
Displaced Account Reduction of Crews	26	160
Displaced Yardmen	46	254
Disqualified for Medical Reasons	27	176
Doubling Hills	16	63
Duration of Agreement	55	353
Dynamo, Handling-Passenger Service	1	4
Dynamometer Car, Handling-Yard Service	41	249
Eight or Ten Hours Rest	23	94
Electric Lanterns	19	82
Emergencies	52	321
Emergency Conductors	24	105
Emergency Conductor-Laying Off	24	105
Emergency Trainmen-Calling	25	152
Emergency Trainmen-Passenger Service	26	169
Emergency Wrecker Service	4	13
Employees Laying Off For Outlying Service	24	105
Employees Returning from Armed Forces	26	158
Ending and Beginning of Day	6	25
Engines, Equipping	41	247
Engines, Light	14	50
Equipping Cabooses	19	64
Equipping Engines	41	247

	Article	Page
Established Runs Changed	26	160
Establishing Interdivisional Service	28	179
Existing Interdivisional Service	28	180
Express Handling-Passenger Service	1	4
Express Handling-Mine Run, Local or Freight Service	4	21
Extra Board Adjustment	25	149
Extra Board-Conductors	26	163
Extra Employee Bidding in Regular Assignment	26	158
Extra Employees-Laying Off For Outlying Service	24	105
Extra Engines-Yard Service	46	254
Extra Freight Service at Away-From-Home Terminal and Outlying Points	26	164
Extra Trainman on Outlying Run	26	164
Failing Promotion	26	155
Filling Permanent Must-Fill Vacancies	52	311
Filling Vacancies and Seniority	26	152
Filling Vacancies-Yard Service	46	253
Final Terminal Delay	22	87
Final Terminal Switching	15	57
Five-Day Work-Week Rules	51	278
Footboard Arbitrary-Yard Service	41	247
Forced-No Bid Received	26	157
Freight Service-Guarantees	4	17
Freight Service-Overtime	7	27
Freight Service-Rates of Pay	4	12
Fuel, Running for	16	63
Furloughed Employee	52	308
Furloughed Trainmen-Yardmen	25	151
General-Yard Service	46	253
Giving Up Regular Assignment	26	161
Good Roads Train	10	34
Gouging	25	147
Guaranteed Road and Yard Extra Boards	Appendix 1	355

	Article	Page
Guarantees-Atkinson Pool Crews	4	18
Construction	4	17
Freight Service	4	17
Knoxville Pool Crews	4	18
Local Service	4	17
Method of Applying	4	18
Mine Switching Runs	4	18
Passenger Service	1	5
Three Crew Local Service	4	17
Work Train Service	4	17
Wreck Service	4	17
Guidelines for Removal of Cabooses	19	70
Handling Company Mail	33	208
Handling Dynamometer Car-Yard Service	41	249
Handling Dynamo-Passenger Service	1	4
Handling Engines	15	56
Handling Express	1	4
Handling Express, Mine Run, Local or Freight Service	4	21
Handling Interchange and Unit Trains-Yard Service	41	247
Handling U. S. Mail-Passenger Service	1	4
Held Away-From-Home Terminal	9	31
Helping Service	10	35
Holidays, Paid	35	211
Holidays, Paid-Road and Yard Service	35	211
Home Terminal Lodging	32	206
Hours of Service and Rest	23	89
Ice	19	64
Ice Water	19	66
Independent Deadhead Trip	12	46
Individual Mileage Regulation-Conductor and Trainman	25	146
Initial Terminal Delay	22	86
Initial Terminal Switching	15	51
Interdivisional Runs	28	179
Intermediate Yards, Switching	15	53

	Article	Page
Interpretations, General	53	352
Investigations, and Discipline	31	196
Irregular Freight Service	25	146
Jury Duty	13	48
Lanterns, Electric	19	82
Lap-Back	8	30
Laying Off	24	106
Laying Off-Emergency Conductor	25	105
Learning Road	17	63
Leave, Bereavement	24	145
Leave of Absence	27	175
Leaving Service	26	156
Left on Call-Road Service	24	105
Light Engines	14	50
Line of Promotions	26	155
Loading and/or Unloading Baggage-Passenger Service	1	4
Local Agreements	53	353
Local Service-Rates of Pay	4	12
Locomotive Seats	19	83
Lodging Agreement	32	199
Lodging and Meals	32	199
Lodging at Home Terminal	32	206
Lodging When Tied Up Between Terminals	32	201
Lunch Period-Road Service	4	23
Lunch Time-Yard	40	245
Mail-Passenger Service-(Definition of)	1	9
Mail and/or Baggage, Unloaded by Station Forces	1	8
Maintaining Passenger Conductor Qualifications	26	173
Maintaining Sufficient Employees	52	315
Maintenance and Purchase of Cabooses	19	81
Make Whole	10	35
Making Application to Displace	26	161
Maximum and Minimum Mileage	25	146

	Article	Page
Meal Period-Yard Service	40	245
Road Service	4	23
Meals and Lodging	32	199
Medical Disqualification	27	176
Member of Standard Road Crew Fails to Report	52	316
Member of Standard Road Crew Unavailable	52	317
Member of Standard Yard Crew Discontinues Duty	52	316
Member of Standard Yard Crew Fails to Report	52	315
Method of Applying Daily & Monthly Guarantees-Passenger Service	1	7
Mileage-Maximum and Minimum	25	146
Mileage-Report	25	150
Mine Rescue Exhibit Cars Train	10	34
Mine Run-Commencing New Day	4	14
Mine Switching Run Service	4	14
Minimum Mileage-Circus Trains	4	16
Minimum Number of Tracks Used	15	56
Miscellaneous, Special Allowances and Arbitraries-Yard Service	41	246
More Than One Diesel Unit-Yard Service	41	247
Multiple Diesel Units-Interchange and Unit Trains-Yard Service	41	247
Must Fill Positions	52	308
Neutral Physician	27	176
New Business-Service	52	317
New Positions-Yard Service	46	253
New Runs or Positions	26	157
No Bid Received	26	157
Non-Protected Employees	52	307
Non-Revenue Trains	52	318
Not Called in Turn	24	97
On and Off Duty Point-Road Service	6	25

	Article	Page
On Rail Self-Propelled Machine-		
Road Service	29	190
Yard Service	48	263
Outlying Runs-Advertisements	26	160
Overtime-Car Retarder Operators	50	272
Freight Service	7	27
Local Freight Service	4	12
Mine Run Service	4	17
Passenger Service	3	12
Work Train Service	4	12
Wreck Train Service	4	12
Yard Service	39	243
Paid Holidays-Road Service	35	211
Yard Service	35	214
Passenger Service-Guarantees	1	5
Overtime	3	12
Pay for Attending Investigation	31	197
Pay for Attending Rule Exams	13	49
Pay for Work Outside Regular Duties	41	246
Payment When Performing Service As		
Trainman and Conductor	10	32
Pay Rules	Appendix 2	377
Penalty-Operating Without a Caboose	19	81
Period of Advertisement	26	157
Permanent Vacancies-Yard Service	46	253
Personal Leave Days	52	331
Personal Leave Days Substituted For		
Paid Holidays	52	345
Pick-Up and/or Set-Out	15	57
Pile Drivers-Road Service	29	190
Pilot Service-Detoured Trains	20	84
Point for Beginning and Ending Day-		
Yard Service	45	252
Pool Service and Assignments	25	146
Pooling of Cabooses	19	65
Procedures, Removal of Cabooses	19	68
Productivity Fund	52	323
Productivity Fund Accounts	52	337

	Article	Page
Promoted to Official Position	26	154
Promotion Failing	26	155
Promotion to Conductor-Foreman	26	154
Promotion to Passenger Conductor	26	171
Protected Employees	52	306
Protected Employee-Crew Consist	52	308
Purchase and Maintenance of Cabooses	19	81
Qualifications-Passenger Conductor	26	171
Radio Requirements	52	319
Radios	34	210
Rate Progression-New Hires	26	154
Rates of Pay-Circus Train Service	4	16
Construction Train Service	4	17
Deadheading	12	43
Freight Service	4	12
Local Freight Service	4	12
Mine Switching Run Service	4	18
Passenger Service	1	4
Sperry Detector Car Service	4	13
Sperry Rail Detector Car	4	13
Two or More Classes of Road Service	10	32
Work Train Service	4	12
Wreck Train Service	4	12
Yard Service	37	243
Recalling Cut-Off Trainmen-Yardmen	25	151
Reduced Crew	52	308
Reduced Crews-Road Service	52	348
Yard Service	52	348
Reducing Crews	25	147
Reducing Crews-Road and Yard	52	305
Reducing Number of Chain-Gang Crews	25	146
Regular Assignment, Giving Up	26	161
Reinstated with Seniority	26	156
Released Between Terminals	21	85
Removal of Cabooses	19	67
Removal of Cabooses, Procedures	19	68
Reporting and Not Used	24	96

AGREEMENT

BETWEEN THE

LOUISVILLE & NASHVILLE RAILROAD COMPANY

and its

CONDUCTORS, TRAINMEN AND YARDMEN REPRESENTED BY THE UNITED TRANSPORTATION UNION

Effective February 1, 1927; rates of pay effective November 1, 1985, with revisions and interpretations of rules and working conditions to November 1, 1985.

TENTH EDITION

It is understood that this reprint of the Agreement is not a revision of the rules, but that its purpose is to incorporate the November 1, 1985, firm rates of pay, with changes of rules agreed to since the Ninth Edition was published May 15, 1967, and, so far as possible with consistency, include interpretations and understandings agreed to by the parties to November 1, 1985.

The omission from this reprint of any note, interpretation, understanding, or agreement is not intended to deny or affect its validity. Neither is it intended that the inclusion herein of any change, note, interpretation, or understanding shall make it valid if such is found to be erroneously included or it has been canceled. Also,

where, for brevity, only the substance of an agreed interpretation or understanding has been included, the interpretation or understanding as originally written will govern in case of dispute.

The circular numbers in parentheses at the end of various paragraphs are for convenient reference to show the source of such paragraphs, interpretations, or understandings.

AGREEMENT

BETWEEN THE

SEABOARD SYSTEM RAILROAD

FORMER

LOUISVILLE & NASHVILLE RAILROAD COMPANY

and its

CONDUCTORS, TRAINMEN AND YARDMEN REPRESENTED BY THE UNITED TRANSPORTATION UNION

Covering Schedule of Rates, Rules and Working Conditions, effective February 1, 1927; with revisions and interpretations of rules and working conditions to November 1, 1985.

The word "Trainman" referred to in these rules applies to Yard Foremen or Yard Conductors, Switchmen, Brakemen, Flagmen, Baggagemen and Switch Tenders or Herders.

ARTICLE 1

PASSENGER SERVICE

(a) RATES OF PAY

See current rate schedule.

HANDLING U.S. MAIL, DYNAMO, AND EXPRESS

1. The extra allowance for baggagemen handling United States Mail will not apply when the volume of such mail handled does not exceed in volume between any two points, that provided for the minimum space that can be authorized by the Post Office Department: viz, 3 feet, 59 pieces or its equivalent. Loading United States Mail into car, storing it in car, sorting it en route, or unloading it at intermediate or terminal points will constitute "handling" under this rule. The extra allowance for handling United States Mail will not apply when "storage" mail is in charge of the baggageman, provided he is not required to "handle" it.

   NOTE — Each bag of mail, each individual box of baby chicks and each parcel carried outside of a mail bag will be counted as one piece. Where two boxes of baby chicks are bound together in one shipment, this will be counted two pieces, etc. (Circular K-181 effective June 23, 1962.)

2. The extra allowances for handling dynamo, express, and/or United States Mail by train baggagemen will apply to other trainmen who may be assigned regularly or temporarily to that work.

3. Rates specified for "Baggagemen Handling Express" apply to baggagemen in the employ of railroads who shall be paid exclusively by the railroads.

4. On such days as the carrier requires train baggagemen on runs established and paid in accordance with Article I to handle United States Mail, and/or from the train and station buildings and/or locked boxes at one or more points, they shall be granted an allowance of 34 cents per basic day. Passenger baggagemen required to leave the baggage car to handle baggage to and/or from the car and station platform and/or station buildings at one or more points during a tour of duty shall be granted an allowance of 34 cents per basic day. When required to perform either or both of the above mentioned services, the minimum payment shall be 68 cents for the tour of duty.

   It is understood that this allowance will not be due for handling railroad mail between car and station buildings. (Circular K-117, effective December 23, 1949.)

(b) **GUARANTEES**

1. Regularly assigned passenger employees who are ready for service the entire month, and who do not lay off of their own accord, shall be guaranteed not less than the rate specified in the current applicable rate schedule, exclusive of overtime.

2. Extra service may be required sufficient to make up this guarantee and may be made between regular trips; may be made on layoff days; or may be made before or after completion of the trip. If extra service is made between trips which go to make up a day's assignment, such extra service will be paid for on the basis of miles or hours, whichever is the greater, with a minimum of one hour. Extra service before or after the completion of a day's work will pay not less than the minimum day.

3. The bases of pay for extra service apply only in making up the guarantees. After guarantees are absorbed, schedule provisions for extra service apply.

(c) When a regularly assigned passenger employee lays off on his own accord or is held out of service, the extra employee will receive the same compensation the regular employee would have received, and the amount paid the extra employee will be deducted from the amount the regular employee would have received had he remained in service, the sum of the payments to the employees who may be used on the run equaling the monthly guarantee.

(d) Reduction in crews or increases in mileage in passenger service from the assignments in effect January 1, 1919, shall not be made for the purpose of offsetting these increases in wages, but nothing in this agreement is understood to prevent adjustment of runs in short turnaround and suburban service that are paid under minimum rules, for the purpose of avoiding payment of excess mileage, or overtime that would accrue under these rules without reducing the number of crews. Such runs may be rearranged, extended or have mileage changed by addition of new train service; separate pools or assignments may be segregated or divided; provided that crews are not taken off or reduced in number. Added mileage up to mileage equaling the mileage rate divided into the guaranteed daily rate does not change, take from or add to the minimum day's pay, and this added mileage is not to be construed as "increase in mileage" within the meaning of this Article.

(e) For the purpose of avoiding payment of excess overtime on turnaround runs in passenger service when any part or leg thereof is over 80 miles, the railroad will be privileged to rearrange runs, combine pools or sets of runs, and may establish interdivisional runs, such runs to be paid for in accordance with the mileage schedule of this Agreement, but in no case less than the combination of trip rates in effect in the current applicable rate schedule.

(f) 1. When the monthly earnings of regularly assigned passenger employees from daily guarantee, mileage, overtime and other rules do not produce an average of basic daily rate, (see current rate schedule), they will be paid this amount for each day service is performed.

2. When extra men fill vacancies on regular positions, they take the conditions of the regular positions. Service performed by extra men not filling place of regular men will be paid not less than the daily earning minima for each day service is performed.

(g) **CIRCULAR JK-35**

The following note appears in Article I, Passenger Service, of the Conductors' Trainmen's Agreement:

> "All adjustments account application of average daily earnings guarantees to be made on second period payrolls each month and shown as a separate item."

An understanding was reached with the representatives of the Conductors and Trainmen, both L&N and NC&StL Districts, effective with the month of June, 1960, that such adjustments will

be made on the first period payrolls of the following month. As an example, adjustments due for the month of June will be made on first period of July payrolls.

1. In the movement of sleeping cars or cars on passenger trains, passenger train conductor only will be granted an allowance based on number of revenue sleeping cars handled as follows:

1 such car	1 cent per mile ($2.00 minimum)
2 to 5 cars	1½ cents per mile ($2.00 minimum)
6 or more such cars	2 cents per mile

and is not subject to future adjustment, nor is it applicable in the case of deadhead or dormitory car movements.

2. a. It is hereby agreed that the consist of all passenger trains shall be not less than one conductor and one flagman, except where required to load and/or unload baggage and/or mail to or from baggage or storage mail cars between terminals, the consist shall be not less than one conductor, one flagman and a train baggageman. Territory of assignment for the train baggageman need not correspond to that of the one flagman.

   b. The duties of the flagman and train baggageman will not be combined.

   c. In instances when necessary to load and/or unload baggage and mail from baggage or storage mail cars on passenger trains not having a train baggageman at intermediate points between terminals of the crew, the qualified extra trainman first out on the home terminal extra board will be paid the one-way mileage on the train on his seniority district, but not less than a minimum day at the baggageman's rate.

On interdivisional runs, the penalty is to be paid to the man on the seniority district on which the baggage and/or mail is loaded or unloaded, either a minimum day, or mileage if greater. Should baggage be loaded at an intermediate point on one seniority district and unloaded at an intermediate point on another seniority district, on an interdivisional run, the man on each seniority district would be paid a minimum day or mileage on his seniority district, if greater. When it is necessary to pay such penalties, they will be paid as follows:

Payment will be made to the qualified baggageman on the home terminal extra board first out at the scheduled leaving time of the train. In the event there should be no qualified baggageman on the extra board, payment will be made to the first man out on the extra board. Should the extra board be exhausted, the payment will be made to the senior emergency man who would have stood for the call.

When it is necessary to handle baggage and/or mail to or from intermediate points on trains which do not have a baggageman, accurate and complete records should be maintained in each instance, so that resulting claims may be investigated and paid in accordance with the rule. Trainmen may sometimes not know of such instances, and where this occurs, the proper official should notify the trainman to whom payment becomes due.

d. The word "mail" as used herein, refers to railroad or other mail handled as baggage. The word "baggage" as used herein includes ordinary baggage, newspapers and other various articles customarily handled by train baggagemen.

e. Station forces may be required to load and/or unload baggage and mail to and from baggage or storage mail cars at the following station:

Cincinnati	Mobile
(*)Louisville	New Orleans
Nashville	St. Louis
(*)Birmingham	Evansville
Montgomery	Chattanooga

Atlanta
(-)Flomation
Pensacola
Chattahoochee

(*)This applies only to trains 15 and 16 (The South Wind) at Louisville and Birmingham
(-)This applies only to trains 11 and 12 (The Gulf Wind) at Flomaton, Alabama.

ARTICLE 2

BASIC DAY (PASSENGER)

1. Through passenger service. One hundred fifty-three miles or less (straightaway or turnaround) shall constitute a day's work. Miles in excess of the miles encompassed in the basic day will be paid for at the mileage rate provided. The miles encompassed in the basic day in through passenger service will be increased to 156, effective July 1, 1986; 159, effective July 1, 1987; and 162, effective June 30, 1988.

Other passenger service. One hundred fifty miles or less (straightaway or turnaround) shall constitute a day's work. Miles in excess of one hundred and fifty will be paid for at the mileage rate provided.

2. A passenger day begins at the time of reporting for duty for the initial trip. Daily rates obtain until the miles made at the mileage rates exceed the daily minimum.

ARTICLE 3

OVERTIME (PASSENGER)

(a) Employees on short turnaround passenger runs, no single trip which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty in excess of eight hours (computed on each run from the time required to report for duty to the end of that run) within nine consecutive hours; and also for all time in excess of nine consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made. For calculating overtime under this rule, the Management may designate the initial trip. (Circular J-46 December 22, 1947.)

NOTE — (Excerpt from Interpretation No. 1 to supplement No. 25 to General Order No. 27):

Q. 24 — Does this rule apply to extra and unassigned service? Decision — Yes; in which case call shall specify whether crew is to be paid on turnaround or straightaway basis.

(b) Employees in through passenger service shall be paid overtime on a speed basis of 20.4 miles per hour computed continuously from the time required to report for duty until released at the end of the last run. The speed basis will be increased

to 20.8, effective July 1, 1986, 21.2, effective July 1, 1987; and 21.6, effective June 30, 1988. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when the minimum day is paid for the service performed overtime shall not accrue until the expiration of seven hours and thirty minutes from the time of first reporting for duty.

(c) Overtime in all passenger service shall be paid for on the minute basis at a rate per hour of not less than one-eighth of the daily rate as shown in current rate schedule.

ARTICLE 4

FREIGHT SERVICE RATES OF PAY THROUGH FREIGHT AND MIXED SERVICE

(a) See current rate schedule.

LOCAL FREIGHT SERVICE

(b) See current rate schedule.

WORK, CONSTRUCTION AND WRECKING SERVICE

(c) See current rate schedule.

1. Employees in work, construction and wrecking service may be tied up between terminals and paid from time required to report for duty until released from duty, with minimum pay equivalent to 120 miles at straight time rate for employees in work or construction service, and a minimum of 100 miles in 8 hours for employees in wrecking service; except an employee deadheaded to an intermediate point to take up an engine and perform temporary work, construction or wrecking service, for one day or more, will be paid continuous time in accordance with section (a), Article 12, for the first and last day.

UNDERSTANDING OF FEBRUARY 3, 1941

Rates of pay in Section (c) of Article 4, and the provisions of paragraph 1 thereof, and Sections (c) and (d) of Article 26, shall be applied to such service the same as if the words "Sperry Detector Car Service" or "Sperry Rail Detector Car" were inserted therein, instead of the words, "work, wrecking and construction service." (File J-347-18)

2. (a) When a crew is called for wrecker, which involves the conditions of an emergency, they take the wrecker out of the terminal on this emergency call, expecting to use the same in wrecking service, and later it is found that the wrecker is not needed and the crew is returned to the terminal, with or without the wrecker, they are entitled to the wrecking rate of pay.

   (b) A train handling a wrecker from a terminal under emergency conditions whereby the use of wrecker equipment is needed to clear up a wreck, such train may depart the terminal one hour and 15 minutes after the crew is notified of the call, whether the entire crew has reported for duty or not. Such crew member or members that cannot make the one hour and 15 minutes call will be provided transportation to their crew as soon as they become available without deduction in compensation. (Memorandum Agreement, Effective 4/3/75.)

   NOTE — In the Memorandum Agreement signed April 3, 1975, providing wrecker train may depart from terminal prior to arrival of entire crew, it was agreed that when the crew members had not had opportunity to eat before reporting they would be provided an opportunity to eat on the wrecker after departure from terminal when the cook became available to prepare a meal.

3. When a crew is called in emergency, as next above, takes the wrecker out of the terminal and later it is found advisable not to use that crew in wrecking service, but to turn the wrecker over to another crew, either before or after arrival at the wreck, to do the wrecking work, and the first crew returns to the terminal, either light or handling other business, as may be found necessary, they are entitled to the wrecking rate of pay.

4. In the event call for wrecker is cancelled before crew gets out of terminal, and they are held on duty and used in other service, the wrecker rate will not apply, but they will be paid on basis of the service they perform.

5. When a crew is called for through freight service or other regular service and the wrecker is placed in the train to be delivered to some other crew to handle in wrecking service, or is handled through to another terminal, the crew so called is not entitled to wrecking rate of pay

(d) **MINE SWITCHING RUN SERVICE**

1. One hundred miles or less, 8 hours or less, shall constitute a day's work.

2. **Mine switching crews arriving at terminals after the expiration of 8 hours from the time first required to report for duty or if the actual miles run equal or exceed 100 miles, the starting of all additional runs shall be regarded as commencing a new day and be paid accordingly.**

INTERPRETATION (Effective December 11, 1947)

Under Section (d), Article 4, employees are entitled to an additional day if started on an additional trip after they have been on duty 8 hours;

however, **the time of beginning the work preparatory to departure shall be considered as the time of starting the additional trip.** In other words they might be one hour in getting their train together to start before actually departing, but if they began that work before they had been on duty 8 hours they are not entitled to a second day. It is further understood that switching a mine, station tracks or yards within the switching limits does not constitute an additional trip within the purview of this article.

In order that there may be no misunderstanding in the future it is agreed that under conditions mentioned below, the understanding will be applied as follows:

a. If employees start making up their train for a succeeding trip before they complete putting away all the train which they brought in on the previous trip, and before they have been on duty 8 hours, payment of an additional day will not apply.

b. If notified prior to being on duty 8 hours that they are to make a succeeding trip, and there is nothing to prevent them from starting the work at once, such as checking up trains or bills, or starting the actual switching, the succeeding trip will be considered as having commenced at the time notice was given and payment for a second day will not apply.

c. If notified prior to being on duty 8 hours that they are to make a succeeding trip and actual work is delayed on account of being blocked by other trains, the succeeding trip will be considered as having commenced at the time notice was given and payment for a second day will not apply.

d. If notified prior to being on duty 8 hours that they will be advised later as to whether they will be

used for a succeeding trip, and they are held until after the expiration of 8 hours, before being given notice as to the succeeding trip, the succeeding trip will be considered as having commenced at the time definite notice was given and payment for a second day will apply.

(e) **HANDLING CIRCUS TRAINS**

1. Employees handling circus trains may be relieved between terminals as the necessity of the service may require, but when so relieved they will be allowed a minimum of 133 miles for each move when the actual miles made or allowed under the minimum day, together with the overtime earned, does not produce the equivalent of 133 miles. It is understood that work switching, loading and unloading circus, etc., at such intermediate points will be included in computing overtime for the trip, provided that when assigned to circus trains they shall receive not less than 133 miles for each calendar day held for such service. Straightaway runs with circus trains from terminal to terminal will be paid for as through freight service.

2. The 133-mile minimum applies to all trips on which a circus train is handled, except on straightaway runs with circus trains from one established division terminal to another established division terminal.

3. In the event a crew is run to an intermediate point with caboose or cars, and given legal rest prior to moving circus train, Section (b), Article 23, will apply up to the time they are tied up, and circus train conditions will apply thereafter.

4. If a crew, after handling a circus train to an intermediate point, but who are not held for subsequent circus train movement, are relieved account of the Hours of Service Law, they will be con-

sidered as out of circus train service, and will go under pay at the expiration of legal rest period, at which time through freight rates and conditions will apply.

5. This rule will be applied literally insofar as the calendar day is concerned; that is, if not called to report for duty between midnight and midnight, they will be paid a minimum of 133 miles.

6. This Article does not apply to carnival trains.

(f) **GUARANTEES**

EFFECTIVE MAY 1, 1975
GUARANTEE - FREIGHT SERVICE

1. Regular assigned conductors and trainmen on one or two crew locals assigned to operate 5, 6 and 7 days per week will be guaranteed employment or pay for the mileage of their assignment for the number of days per week as stipulated in the advertisement; with minimum daily guarantee of an amount equal to the basic daily rate of pay for foremen (conductors) and switchmen (trainmen) on a five-day work week for each day worked or paid for.

2. Regular assigned wreck, work and construction conductors and trainmen will be guaranteed employment or pay the equivalent of 120 straight time miles per day, five days per week. If worked on the sixth and/or seventh day, they will be guaranteed pay in the equivalent of 120 straight time miles for each such day. Overtime will begin at the expiration of 8 hours where mileage actually run does not exceed 100. Where actual miles run exceeds 100, overtime will begin when the time on duty exceeds the miles run divided by 12½. Overtime shall be paid for on the minute basis at one and one-half times the hourly rate applying to the assignment.

3. Conductors and Trainmen regularly assigned to service 5, 6 and 7 days per week other than provided for in paragraphs 1 and 2 hereof will be guaranteed employment or pay for the miles encompassed in the basic day for the number of days per week as stipulated in the advertisement at the rate of pay applying to the assignment (turnaround or straightaway) with a minimum daily guarantee of an amount equal to the basic daily rate of pay for the foremen (conductors) and switchmen (trainmen) on a five-day work week for each day worked or paid for.

   NOTE — The guarantee provided in this paragraph will not apply to conductors and trainmen who are assigned to straightaway through freight service, or to turnaround through freight service when such turnaround service is assigned to operate for 6 or 7 days per week from the division home terminal, nor will it apply to employees working in the Cowan Pusher District.

4. Knoxville Pool Crews and Atkinson Pool Crews will continue to be guaranteed employment or pay for 100 miles per day for 5 days out of 7 at the rate of pay applying to the assignment, with minimum daily guarantee of an amount equal to the basic daily rate of pay for foremen (conductors), switchmen (trainmen) on a five-day work week for each day worked or paid for. Monday to be considered the first day of the week. Such crews may be used in their assigned territory in excess of five days per week, subject to the minimum daily earnings provided herein.

   When a pool crew subject to this Section 4 is established after the beginning of the week (Monday) or discontinued before the end of the week (Sunday), crew members assigned thereto will be

guaranteed employment or pay during that week as shown by the following scale, provided they are available.

NUMBER OF DAYS ASSIGNMENT IN EFFECT	NUMBER OF DAYS GUARANTEED
6 days	5 days
5 days	4 days
4 days	3 days
3 days	2 days
2 days	1 day
1 day	1 day

5. An employee holding a position in assigned road freight service, subject to one of the guarantees provided herein shall, during the existence of such assignment, be entitled to the daily guarantee for each day available for service for the number of days per week the assignment is advertised to work. An employee used on his assignment in excess of the number of days per week stipulated in the advertisement will be allowed the minimum daily guarantee applicable.

6. Guarantees provided in this agreement are not affected by line blockages.

UNDERSTANDING OF FEBRUARY 29, 1928

Method of applying guarantee provisions of Article 4 to regularly assigned mine switching run crews and work train crews.

When mine switching runs or work trains, which come under the guarantee provisions of Article 4, are discontinued for more than three successive days including Sunday, or for more than four successive days when Christmas Day and the Fourth of July are involved — when these holidays do not

fall on Sunday — the assignment will be considered as discontinued provided the crew has been notified prior to completion of their last trip.

When the above changes occur, account of assignments being discontinued and all members of the crew have been notified accordingly, they will be considered as displaced conductors and trainmen, and will exercise seniority rights as per displacement rules.

Should a crew be discontinued and another crew used in the territory where they had been working to perform service ordinarily performed by them, during the days stipulated above, that crew will not be considered as discontinued, but will be paid for time lost and replaced on their assignment. Nothing in the foregoing, however, to be construed to mean that the Company is not privileged to permanently rearrange, reduce or combine assignments in the event there is not sufficient work on any one assignment to give the crew five days per week, or to properly take care of the service.

In order that there may be no misunderstanding in the future it is distinctly understood that successive days as mentioned in the above understanding, refers to successive days regardless of whether the crew is actually assigned to work on such days, and it was fully understood that the practice of permitting all members of a crew to lay off and waive the guarantee was no longer permissible; in other words — to either use the crews subject to the agreement and the understanding, or apply the guarantee (File Sys. 86-J-144).

(g) Employees assigned to service covered by Section (f) that are not required to work on Sundays, will be furnished transportation to and from home; if not permitted to go home, or held for service

and not used, they will be paid for one day at regular rates, this to apply only where there is sufficient time and trains upon which they can deadhead and return in ample time for their runs.

(h) Where three-crew locals are operated, they will be guaranteed 150 miles per day, four days per week, with overtime after twelve hours; overtime to be paid for on the minute basis.

UNDERSTANDING OF MAY 26, 1943

When assigned to three-crewed locals, in addition to their usual work, conductors required to unload and/or load cars of roadway material en route, a combination of two or more classes of road service contemplated by Article 10(a), compensation for the trip will be computed in accordance with the basis in Article 7. (File J-339)

(i) 1. It is understood that the carrier may require any trainman, on runs established and paid in accordance with Article 4(a), (b) or (d) of the Schedule Agreement, to handle express.

2. When a trainman (or trainmen) is assigned or required by the carrier to handle express, regularly or temporarily on such runs, he shall be granted an allowance of 34 cents per day.

3. The term "handle express" contemplates the loading of express into cars and unloading express from cars at terminals, and/or intermediate points, supervision of express en route, and preparation of necessary reports. (Agreement July 21, 1942)

4. Effective July 1, 1969, the minimum daily earnings from all sources, for each day to which service payments are credited, of employees in mine run or local freight (not including pool, chain gang or converted) service, and not now subject to other

guarantees, shall be the rate specified in the December 21, 1955 Agreement, plus subsequent general wage increases as shown in current rate schedule.

As to Article 1(a) of the agreement of May 26, 1955, Road Freight Employees:

Article 1(a) of the agreement of May 26, 1955 is confined to employees in road freight service receiving road rates of pay and to the maximum number of cars (including caboose) hauled in train in road movement at any one time on road trip anywhere between initial starting point and point of final release.

5. Although Article 1(a) of the May 26, 1955 Agreement is confined to road freight service, it was intended that such Article 1(a) should be applied to all road crews receiving road freight rates of pay which haul cars in road movement, including work, wreck and construction crews when they are in road service and hauling cars in road movement. Article 1(a) of the agreement referred to does not apply to light engine service, pusher and helper service, self-propelled machines and other services or payments that have no direct connection with the movement of cars in road service. For that reason, the freight rates of pay applicable when no cars are hauled in road movement have been included in the rate tables.

Air Hose Arbitrary

(j) 1. All road employees except employees in passenger service and through freight service, will be allowed an arbitrary of $2.09 for each trip or tour of duty worked as an allowance for coupling and/or uncoupling air hose. This monetary allowance will be increased in proportion to subsequent general pay increases granted on or

after January 1, 1970. This rule will also apply to employees in through freight service who earn local freight rate of pay under the provisions of Article 11, of this Agreement.

2. Road employees will not be required to couple or uncouple air hose on cars which they have not previously handled or do not subsequently handle in their cuts of cars or trains.

MEAL PERIOD — ROAD SERVICE

(k) Conductors and Trainmen in local freight and mine run service will be given a 20 minute meal period at an intermediate point between terminals upon request to dispatcher. The crew and the dispatcher will cooperate in designating the time and place so as not to delay other traffic; the crew to eat as a unit. Through freight trains designated below that convert to local rate of pay will also be given a 20 minute meal period under the same terms and conditions as shown herein:

Trains 630 and 631—
Tilford, GA.-Wauhatchie, TN.

Trains 583 and 584—
Nashville, TN.-Bruceton, TN.

Trains 634 and 635—
Chattanooga, TN.-Nashville, TN.

Train 268—
Nashville, TN.-Louisville, KY.

Trains 265 and 264—
Lebanon, KY.-Corbin, KY.

Trains 445 and 444—
Mobile, AL.-Bay St. Louis, MS.

Trains 448 and 449—
Pensacola, FL.-Chattahoochee, FL.

Trains 446 and 447—
Goulding, FL.-Baychem, FL.

Trains 442 and 443—
Goulding, FL.-Stella, FL.

Trains 430 and 435—
Flomaton, AL.-Selma, AL.

ARTICLE 5

BASIC DAY

(a) In through freight service 102 miles or less, 8 hours or less (straightaway or turnaround), shall constitute a day's work. Miles in excess of the miles encompassed in the basic day will be paid for at the mileage rates provided. The miles encompassed in the basic day in through freight service will be increased to 104, effective July 1, 1986; 106, effective July 1, 1987; and 108, effective June 30, 1988.

In all road service, except through freight and passenger service, 100 miles or less, 8 hours or less (straightaway or turnaround), shall constitute a day's work. Miles in excess of 100 will be paid for at the mileage rates provided.

(b) A straightaway run is a run from one terminal to another terminal and not less than the miles encompassed in the basic day will be allowed for each such run.

(c) Mileage rates will be paid only for miles run in excess of the minimum number specified in (a) above.

ARTICLE 6

BEGINNING AND ENDING OF DAY

(a) In all classes of service other than passenger, employees' time will commence at the time they are required to report for duty and shall continue until the time they are relieved from duty. All advance-call time rules are superseded, and management may designate the time for reporting for duty.

(b) Employees in all classes of road service shall have a designated point for going on duty and a designated point for going off duty. The point for going on and off duty at each terminal shall be the same place, except where the operating conditions of the train are such that it is not practicable to do so. When these conditions exist and train is stopped short of yards in which off-duty place is located, employees will be allowed the additional mileage as if their train was operated thereto. In instances where trains are operated to yards beyond point in which off-duty place is located, employees will be allowed mileage as if their train was returned thereto.

This rule shall not apply to deadheading, it shall not restrict the management's rights to designate on and off duty points, nor shall it be construed to limit the number of on and off duty points in a terminal. Neither shall it be construed to mean that at terminals such as Radnor, where employees customarily go on duty at the bowl yard office and off duty at the general yard office, that such offices constitute separate points. (Revised June 1, 1968)

(c) The time of employees in freight service will be computed to the time the last member of the train crew is relieved from duty, regardless whether the

crew member last relieved is the conductor, flagman or brakeman. (Such time will also be used in computing final terminal delay, if any accrues, which will, of course, be computed on the basis of the actual mileage paid, beginning at the governing point.)

(d) Where an employee or employees depart home terminal in service or deadhead and on their return are relieved or expect to be relieved at another point will be afforded transportation as a unit; (1) to the point of departure to obtain their automobile at the end of trip or (2) from the expected point of relief to the point of departing at the beginning of the trip. Request for such transportation to be made by the employee to the proper authority who will advise mode of transportation to be utilized in each case.

For the purpose of this agreement the "points" referred to herein are identified as between freight yard and passenger station or bus depot. (Circular J-109)

UNDERSTANDING OF FEBRUARY 24, 1928

1. Conductors of passenger trains will be paid on the minute basis at pro rata rates (based on one-eighth of the daily rate) for actual time they are required to report for duty in advance of thirty minutes prior to time train is set to depart.

2. The Company's right to call conductors of passenger trains to report for duty less than thirty minutes from time set to depart, to remain undisturbed. (File Sys. 37-J-146)

3. When head brakemen in freight service are required to accompany the locomotives of their trains between their trains and roundhouse, ready, relief, or inspection tracks, at initial and/or

final terminals, the additional mileage thus traversed will be included in the mileage of the road trip and paid for accordingly. (Circular K-161, effective March 25, 1957.) This agreement superseded by the standard mileage agreement.

ARTICLE 7

OVERTIME

(a) In through freight service, on runs of 102 miles or less, overtime will begin at the expiration of eight hours; on runs of over 102 miles, overtime will begin when the time on duty exceeds the miles run divided by 12.75. The overtime divisor used to determine when overtime begins in through freight service will be changed to 13.0, effective July 1, 1986; 13.25, effective July 1, 1987; and 13.5, effective June 30, 1988. Overtime will not be paid prior to the completion of eight hours of service. Overtime shall be paid for on the minute basis, at 3/16 of the daily rate.

(b) Except where otherwise provided, on runs of 100 miles or less, overtime will begin at the expiration of eight hours; on runs of over 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12½. Overtime shall be paid for on the minute basis, at 3/16 of the daily rates.

ARTICLE 8

SHORT TRIPS AND TURNAROUNDS

(a) Employees in pool or irregular freight service may be called to make short trips and turnarounds with the understanding that one or more turnaround trips may be started out of the same ter-

minal and paid actual miles with a minimum of the miles encompassed in the basic day for a day; provided (1) that the mileage of all the trips does not exceed the basic day miles, and (2) that employees shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day, subject to the first-in-first-out rule.

(b) In through freight or mixed train service, a turnaround run is a run from a terminal to an intermediate point and return to the starting terminal, and not less than the miles encompassed in the basic day will be allowed for each run.

(c) Crews assigned to turnaround service from outlying points into and out of established terminals may be paid on the turnaround basis for such service.

NOTE — Employees assigned to service under this section will be paid the rates specified in Article 4, Section (d).

CIRCULAR JK-20

Rates provided in Article 4(a) have been paid to crews assigned to mixed freight trains operating in turnaround service from outlying points into and out of established terminals, or from points other than Division home terminal to other points than established terminals.

Effective July 1, 1944, we have agreed to apply Sections (c) and (d), Article 8 to crews assigned to mixed freight runs operating as indicated above.

Such crews will, of course, be paid the rates specified in Article 4, Section (d), and take the conditions of mine switching run service.

Crews assigned to mixed freight runs operating out of Division home terminals, or between Division home terminals and Division away from home terminals will continue to be paid the through freight rates as provided in Article 4(a).

(d) Crews stationed at other than Division home terminals to perform turnaround service to other points than established terminals will be paid the rates, specified in Article 4, Section (d).

NOTE — Employees assigned to service under Sections (c) and (d) will take the conditions of mine switching run service.

(e) 1. Road crews in pool freight or unassigned freight service will not be called to operate more than one trip in turnaround service out of the away from home terminal except in emergency.

2. When a road crew in pool freight or unassigned freight service stands for a second trip in turnaround service out of the away from home terminal, the crew standing next out below them, which has not made a turnaround trip out of the away from home terminal, will be called for the turnaround trip, and the crew or crews not used will retain their standing in the board at the away from home terminal.

3. When runarounds occur as a result of the application of paragraph 2 of this rule, the carrier is not subject to claims or penalties.

4. It is recognized that unusual detention time may result for crews when not used out of the away from home terminal in turn as provided in paragraph 2 of this agreement. No complaints will be registered with the management in connection therewith. Article 9 will apply.

5. A pool or unassigned freight crew that has made a turnaround trip out of the away from home terminal (or a Kentucky division crew that has made a straightaway trip from Ravenna to Corbin or from Corbin to Ravenna) will not be called for work train or wrecker service from the away from home terminal if there is another pool or unassigned freight crew available at that point with rest, which has not made a turnaround trip, except that if the main line is blocked between the away from home terminal and the home terminal and a crew is needed in wrecker service from the away from home terminal to clear that obstruction, the pool or unassigned crew will be called in turn regardless of having made a turnaround trip. (Paragraphs 2 through 5 agreement of November 21, 1969)

6. This rule is not applicable to crews in pool freight or unassigned freight service called to operate temporary work trains, or in wrecker service. (Paragraph 6 agreement of March 2, 1970)

(f) **LAP-BACK**

When employees in passenger, through or irregular freight, or local freight service depart with their train from a station between terminals, proceed on the trip, and at the next station or beyond are ordered to go back to it to set off or pick up cars, perform station switching, or load or unload freight or passengers, the additional mileage so made and time consumed, computed from the time the back trip began until completed at the point at which begun, is considered independently of the regular trip and not less than a minimum day's pay, at rate applicable to class of service performed, allowed therefor, unless the movement is wholly within station, yard, or switching limits.

NOTE 1 — "Station" as used above is defined as a place designated by name at which train may be stopped for traffic, enter or leave the main line, or from which fixed signals are operated.

NOTE 2 — It is recognized that in the operation of the railroad many back movements are made to which this rule obviously is not intended to apply, for example:

a. In connection with the performance of work or construction service, wrecker service, doubling hills, assisting other trains or running for fuel or water; also in clearing trains or because of breaks in trains.

b. When movement is made due to length of train, proximity of stations, track layout, or physical condition.

Example 1. Method of doing work at Keesler Field–Biloxi, on the N.O. & M., where train in either direction may be left at Biloxi when work is performed at Keesler Field.

Example 2. At West Point–Howard, on the Evansville Division, where train may be left at Howard when work is performed at West Point. (Circular JK-20, effective July 1, 1944)

ARTICLE 9

HELD AWAY FROM HOME TERMINAL

1. Employees in pool freight and in unassigned service held at other than home terminals will be paid on the minute basis for the actual time so held after the expiration of 16 hours from the time relieved from previous duty, up to a maximum of

8 hours, at a rate per hour of 1/8th of the daily rate paid them for the last service performed. If held more than 4 hours after the expiration of the first 24-hour period from the time relieved, they will be paid for the actual time so held after the expiration of that 4-hour period, at a rate per hour of 1/8th of the daily rate paid them for the last service performed, until pay begins for service or deadheading.

2. Should an employee be called for service or ordered to deadhead after pay begins, held away from home terminal time shall cease at the time pay begins for such service or deadheading.

3. Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading, except as provided in Article 12, Section 1(a).

4. For the purpose of applying this rule the railroad will designate a home terminal for each crew in pool freight and in unassigned service. (Circular J-46, December 11, 1947)

NOTE — The rate paid them for the last service performed is the proper rate applicable to claims of employees held away from home terminal time, and not the base rate (no cars handled).

ARTICLE 10

TWO OR MORE CLASSES OR ROAD SERVICE

(a) 1. Road employees performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed.

Question 1. Does the rule apply to employees in unassigned and/or assigned road service?

Answer — Yes, except where existing rules adopted prior to August 1, 1939, specifically provide that employees will not be required to perform work other than that to which regularly assigned.

Question 2. Does the rule apply to employees at an intermediate point or between two intermediate points where employees are required to perform road service not incident to the normal trip?

Answer — Yes, except where existing rules adopted prior to August 1, 1939, specifically provide separate compensation for such work.

Question 3. Does the rule set aside lap-back or side trip rules?

Answer — No, except that when a combination of service includes work, wreck, helper or pusher service, such rules will not be applicable to any movements made in the performance of such service.

Question 4. Does the rule set aside existing conversion rules?

Answer — No.

Question 5. Does this rule set aside existing terminal switching rules?

Answer — No.

Question 6. Does the rule apply to employees in passenger service?

Answer — Yes, except where under existing rules seniority acquired by employees in passenger service is separate and distinct from the seniority acquired by employees in freight service. Helper or pusher service, not a part of their regular assignment, or wreck or work train service should not be required of passenger employees except in emergencies.

Question 7. Does the rule apply to employees who are required at an intermediate point or points to perform work train service?

Answer — Yes, except where existing rules adopted prior to August 1, 1939, specifically provide for separate compensation for employees performing work train service.

Question 8. Does the rule apply where road employees are instructed at the outset of a trip before leaving the initial terminal to perform another class of road service outside of the terminal?

Answer — Yes, except where existing rules adopted prior to August 1, 1939, specifically provide otherwise.

2. When a trainman performs service as a trainman and conductor on the same trip he will receive the conductor's rate of pay for the entire service.

3. The overtime basis for the rate paid will apply for the entire trip. (Circular K-126, effective September 1, 1951.)

4. Train baggagemen handling shipments of astray freight or emergency shipments of perishable freight not exceeding 100 pounds in volume on a trip or tour of duty, will be paid baggage-express rate of pay. (Circular K-131, effective January 1, 1952.)

(b) Employees making trips with good roads, agriculture, or mine rescue exhibits cars, may be tied up between terminals when necessary, and will be paid through freight rates for such service, time to be continuous from the time first ordered to report until final release for the day. When making trips with pay cars or officers' inspection specials, they will be paid as in passenger service

and may be tied up between terminals. Not less than a minimum day in either class will be allowed for each calendar day held for such service.

NOTE — Troop trains will be classed as passenger service and manned by passenger employees; when there are no extra or emergency passenger employees available, chain-gang freight crews will be used.

When freight cars are handled, the first paragraph of this Article will apply. (Freight cars equipped for passenger service are considered as passenger equipment.) (Circular March 5, 1928.)

c. When conductors and trainmen are called from their regular runs or cabooses to perform service on any other run, either as trainmen or conductors, and fail to make the amount they would have made on their regular runs or cabooses, they shall be compensated the same as had they been on their regular run or caboose.

d. In helping service conductors working both as a brakeman and conductor upon the same trip will receive the conductor's rate of pay for the entire service.

ARTICLE 11

CONVERSION RULE

1. Employees in through or irregular freight service (not including "mine switching runs") required to load or unload package freight; perform station switching; or to pick up or set out cars other than merchandise, live stock or perishable, at three or more points between terminals during any one trip or tour of duty, will be paid local freight rate for the entire service performed.

2. Stops made (a) for setting out defective cars; (b) for doubling hills; (c) for setting out cars or picking up cars (but not setting out and picking up at the same point) for purpose of adjusting the tonnage of the train to established engine ratings; will not be counted as stops under this rule.

3. Except as provided in 2(c), a stop covers picking up and/or setting off cars at one point between the time train is stopped and the entire train is coupled up and ready to start.

4. Switching necessary in picking up cars will not be considered station switching. Switching for the purpose of placing at loading and unloading places, cars other than those loaded with merchandise, perishable or live stock, or other than placing empty cars for live stock loading, will be considered station switching.

5. By "switching" is meant a set back movement to place one car behind another on a station or similar track, or moving a car already at a station from one station to another for placement for loading or unloading, setting cars out in more than one track, other than necessary doubling over.

6. A "trip or tour of duty" as mentioned herein refers to a trip or tour of duty for which a minimum basic day is paid.

7. "Merchandise" as mentioned herein refers to solid package cars loaded at freight houses, or by local freight crews.

INTERPRETATIONS

Question 1. What is meant by "merchandise" as mentioned in this rule?

Answer — Solid package cars loaded at freight houses or by local freight crews. (Does not apply to package cars loaded at shipper's place of business.)

Question 2. What is meant by "perishable" as mentioned in this rule?

Answer — Loaded cars traveling under refrigeration; also cars containing fresh meats, fresh fish, fresh fruits or vegetables, or perishable of a similar nature.

Question 3. In the event cars containing merchandise, perishable or live stock are set out at the same point, does it constitute a stop?

Answer — No.

Question 4. In the event a car containing other than merchandise, live stock, or perishable, is set out with a car, or cars, containing merchandise, live stock or perishable, does it constitute a stop?

Answer — Yes.

Question 5. Explain more fully the exception relative to setting out or picking up cars for the purpose of adjusting the tonnage of the train to establish engine ratings.

Answer — This applies to established points, or points which may be established in the future where trains reduce or fill out account of change in grade. Where they set out only to reduce, it does not count as a stop, but if they reduce and in addition fill out at the same point, it does count as a stop.

Question 5a. Does the setting out of cars at one or more points account of engine failure or to reduce tonnage account of weather conditions count as a stop?

Answer — The first point at which cars are set out will not count as a stop, but each succeeding point at which cars are set out will be counted as a stop.

Question 6. Explain more fully the paragraph reading: "Except as provided in 2(c), a stop covers picking up and/or setting out cars at one point between the time the train is stopped and the entire train is coupled up and ready to start."

Answer — This applies to a point which is not an established point for reducing or filling out. Under this paragraph, the setting out of a car or cars, or the picking up of a car or cars, or both, counts as one stop.

Question 6a. How would this rule apply when a train was disturbed while picking up or setting out a car or cars at a station account of having to clear a passenger or freight train, or on other account, making it necessary to recouple train and get in the clear, after which they complete the work of setting out or picking up?

Answer — As the train was not ready to start, this would only count as one stop.

Question 6b. In the event the train had completed their work and the entire train is coupled up, and after they are ready to start instructions are given them to set out or pick up additional cars, would the setting out or picking up of the additional cars under these circumstances be considered as an additional stop?

Answer — Yes.

Question 6c. How would it apply at intermediate yards where a train was required to set out or pick up cars at one point in the yard, then couple their entire train and pull down quite a distance and pick up or set out cars at another point in the yard?

Answer — This would count as two stops.

Question 7. In the event that cars are taken off or placed on a train at an intermediate point by a yard engine, does this constitute a stop?

Answer — No.

Question 8. Does the setting out or picking up of cars at a turnaround point on a turnaround run constitute a stop?

Answer — Counts as one stop unless all of the cars set out or picked up contain either merchandise, live stock or perishable.

Question 9. In the event cars containing merchandise, live stock and perishable are set out at the same point and crew is required to perform switching in placing such cars in different tracks, or at different locations, does this constitute station switching?

Answer — No.

Question 10. In the event a car containing other than merchandise, live stock or perishable, is set out with a car, or cars containing either merchandise, live stock, or perishable, and crew is required to place the car containing other than merchandise, live stock, or perishable on a different track from that on which either the car containing merchandise, live stock or perishable is set out, does this constitute station switching?

Answer — Yes, except placing an empty car for live stock loading or necessary doubling over.

Question 11. Does the respotting of cars which have been displaced in switching out cars to be picked up constitute station switching?

Answer — No.

Question 12. If, in order to set out cars clear of main line, it is necessary to move from "spot" a car, or cars, that are set for loading or unloading, does the replacing of such car or cars on "spot" constitute station switching?

Answer — No.

Question 13. Does the setting out of cars from different places in a train constitute station switching?

Answer — No.

Question 14. In the event a crew, when picking up cars to go forward in their train, is required to switch out and assemble cars to be picked up by another train, would this be considered station switching?

Answer — The setting of such cars into another track in order to get out the cars that they are to pick up, or placing cars back into the track from which they were taken, would not be station switching; however, if they are required to assemble and pick up such cars and take them to a convenient track where they can be picked up by another train, or where they are required to switch them together from between other cars that are not to go forward in the train during the work, it would be considered station switching.

Question 15. What effect does the station switching provision of the rule have on turnaround runs in disposing of their trains at turning points?

Answer — Disposing of a train at a turning point would not be considered station switching, unless they are required to place the cars in more than one track, other than necessary doubling over, perform set back switching in

order to place cars for loading or unloading, or they should be required to switch out and assemble cars for another train to pick up.

Question 16. In the event that a train not having any cars to set out or pick up is required to stop at a station and shove a car already at that station to another point on the same track for placement for loading or unloading, would this constitute station switching?

Answer — While the mere shoving of a car in a track would not constitute station switching, we are agreeable to consider this "station switching" under the specific circumstances cited.

Question 17. Explain more fully relative to a trip or tour of duty.

Answer — The following examples will illustrate this point.

Example (a) A crew called out for short turn-around service makes two round trips for which they are paid continuous time and one which they pick up or set out cars (which are not excepted) at "three or more points." The local freight rate would apply for the entire tour of service.

Example (b) A through freight crew picks up or sets out cars (which are not excepted) at "three or more points," is tied up at an intermediate point account Hours of Service Law, and, after having legal rest, proceeds to terminal with their train, picking up or setting out at less than "three points" after being tied up. They would be entitled to local freight rate for that portion of the trip from the initial terminal to the tie-up point. As they are paid on the basis of a new day after reporting for duty at the end of legal rest, through freight rate would apply from tie-up point to final terminal.

Question 17a. In connection with Example (b), in the event that the crew was not tied up for legal rest and relief crew was sent out and took charge of the train and handled it into the terminal, the crew which was relieved deadheading on the same train, how would the crew which was relieved and also the relief crew be paid?

Answer — The crew which was relieved would be entitled to continuous time at local freight rates; the relief crew would be paid through freight rates, unless they performed work which, under this rule, entitled them to the local freight rate after they took charge of the train.

NOTE — With reference to the words "necessary doubling over;" it is not the intention that tracks which are not usually used to set out on will be blocked, or that cross overs, or street crossings, etc., will be blocked in order to permit all cars being placed on one track.

UNDERSTANDING OF FEBRUARY 9, 1928

1. Question of setting out or picking up within terminal switching limits but outside the yard in which train arrives or from which it departs constituting a stop under Article 11.

   Article 15, not Article 11, governs within terminal switching limits:

2. Live Poultry. Stops made to pick up or set out and place cars partly loaded with live poultry, for loading to be completed, to count as a stop; where picked up or set off after load is complete, it will not count as a stop.

3. Empty Stock Cars. The exception in the rule in this connection refers only to stock cars ordered for immediate loading. Does not refer to cars

which are ordered for future loading. In other words this exception is intended to take care of cases where shippers place their orders too late for cars to be handled by locals, or where it is necessary to fill such orders by through freights on account of no stock cars being available when local trains depart.

4. Weighing Cars. When train is stopped and the cars in the train are weighed en route, it will count as a stop (this does not mean that if cars are set out or picked up at the point where cars are weighed that it will constitute two stops, except under conditions where the rule and interpretations provide that it will count as two stops).

5. Eggs. Stops made to pick up or set out and place cars partly loaded with eggs (which are not under refrigeration) for loading to be completed, to count as a stop; when picked up or set out after loading is completed, it will not count as a stop.

6. Potatoes to be considered as perishable only during the months of April to September inclusive.

7. Empty cars for live poultry loading are considered the same as other empties, and do not come under the exception governing empty stock cars.

8. Doubling over into Nos. 1 and 2 tracks at Patio not to be considered station switching, when either of these tracks will not hold the entire set out (clear of crossovers), regardless of whether No. 3 track is clear.

ARTICLE 12

DEADHEADING

Section 1

(a) Deadheading and service may be combined in any manner that traffic conditions require, and when

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

(b) Employees deadheading into their home terminal can have their deadhead combined with service out of that terminal only when the deadhead and service comes within the provisions of short turnaround service rules.

(c) Except in cases of emergency, employees will not be called to deadhead from the home terminal who will not have been off duty 8 hours at the time the train is set to depart on which they are to deadhead; and that under conditions where the Hours of Service Law requires 10 hours off duty, they will not be called to deadhead from the home terminal unless they have been off duty 10 hours at the time the train is set to depart on which they are to deadhead. (Circular K-31, February 23, 1932.)

(d) Where passenger train service has been discontinued or it is inadequate for deadheading employees under orders, the Company will make reasonable arrangements for deadheading under orders by other means of transportation, as it has already done in certain instances. Such arrangement, at a cost not to exceed bus fare, will also be made available to road freight employees in such territory assigned to service with an as-

signed off day or layover day at other than the division home terminal, to and from home, provided they actually go home on such off day or layover day, and provided they do not lay off of their own accord either the day before or the day after the off day or layover day, but such arrangement will not extend beyond the limits of the home seniority district:

NOTE — In the application of the foregoing, if the passenger train service available to an individual in a particular situation compares favorably with the situation of a man on a division where there are two passenger trains in each direction per day, relatively evenly spaced as to schedules, it will not be considered that passenger train service is inadequate. (Circular K-160, effective November 30, 1956.)

(e) An employee deadheading under orders who, with concurrence of the management, uses his automobile as a means of conveyance, will be allowed railroad miles at 20¢ per mile as transportation allowance. The management will determine the territory in which this rule will apply.

An employee who desires either to begin furnishing or to discontinue furnishing his automobile as a means of conveyance must give seven days advance notice in writing to the Trainmaster.

An employee furnishing his transportation under this rule will be called in the same manner as if he were using public transportation. At that time he will be told what mode of transportation he is to use.

The trainmaster may, at his discretion, for good cause, either decline a request of an employee to use his automobile as a means of conveyance or, where permission has previously been granted, such permission may be withdrawn.

(f) Where an employee or employees depart home terminal in service or deadhead and on their return are relieved or expect to be relieved at another point will be afforded transportation as a unit: (a) to the point of departure to obtain their automobile at the end of the trip or (b) from the expected point of relief to the point of departing at the beginning of the trip. Requests for such transportation to be made by the employee to the proper authority who will advise mode of transportation to be utilized in each case.

For the purpose of agreement the "points" referred to herein are identified as between freight yard and passenger station or bus depot.

Section 2

When deadheading is paid for separate and apart from service:

(a) For Present Employees*

A minimum day, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed for the deadheading, unless actual time consumed is greater, in which event the latter amount shall be allowed.

(b) For New Employees**

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

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

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

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

Section 3

This rule not to apply when exercising seniority rights.

(Sections 1 and 2 include the provisions of Article VI — Deadheading from the October 31, 1985 UTU National Agreement)

ARTICLE 13

ATTENDING COURT

1. For attending court or appearing before proper persons to give evidence or similar business for the railroad, employees will be paid the amount they would have made on their respective runs or positions, which shall not be less than a minimum day in the class of service to which they are assigned, for each day so held.

2. A road employee attending court between trips, while laying over at terminal, or a regularly assigned employee attending court between

assignments, will be paid a minimum day in the class of service to which he is assigned.

3. An employee assigned to a regular run who is held off and attends court on his layover day at the home terminal will be paid a minimum day in the class of service to which he is assigned, for the layover day, in addition to the amount he would have earned on his regular assignment, the day other than that on which his run is scheduled to depart being considered his layover day.

4. Extra road employees so held will be paid for a minimum day at through freight rates for each day held. Extra yardmen will be paid a minimum day at switchmen's rates; except that men assigned to extra boards which protect foremen's or switchtenders vacancies exclusively will be paid a minimum day at foreman's rate or switchtender's rate, respectively, for each day held.

5. Railroad will pay employees necessary expenses away from home upon presentation of receipts; railroad will be entitled to certificates for witness fees.

railroad will be entitled to certificates for witness fees

6. Employees will be allowed 10 hours rest when returning from such service, when requested.

7. Except in cases of emergency, employees will not be relieved at other than their home terminal to attend court and in all cases will be furnished transportation to and from points at which court is held.

Jury Duty

8. When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar

day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation; subject to the following qualification requirements and limitations:

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

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

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

Attending Rules Examinations

9. Employees required to attend rules examinations will be paid full wages for the time they may have lost as result thereof. If no time lost they will be paid for the actual time held, with a minimum of three hours at the pro rata rate of the service to which assigned.

Watch Inspections and Comparisons

10. Employees required to obtain watch inspections or comparisons from a designated watch inspector (jeweler) more than once annually will be paid full wages for any time they may be required to lose as a result thereof. If no time is lost, they will be paid a minimum of three hours at the pro rata rate of the service to which assigned. This rule will not apply when more than one inspection or comparison is required because of a defective watch or the procurement of a different watch.

ARTICLE 14

LIGHT ENGINES

(a) When engines are run light over the road, conductors when available will be used; the term "light engine" applies to engines moving over the road without cars.

(b) Employees handling light engines will be paid through freight rates, except as provided below:

1. An employee on a run of less than 100 miles performs passenger serrvice for part of the trip and handles a light engine for the remainder of the trip, will be considered as having performed passenger and freight service, and will be entitled to a basic day at passenger rates, as this would amount to more than a basic day at through freight rate. On the other hand, if he was on a run, say, of 130 miles, and performed passenger service part of the trip, and handled a light engine the remainder of the trip, he would be entitled to 130 miles at through freight rates, as this would be more than a minimum day at passenger rates. Overtime basis for the entire trip applicable to the rate paid. (Circular K-161, March 25, 1957.)

2. Employees accompanying helper or double-heading trains, part of the trip being light, will be paid through freight rates, regardless of the class of train assisted or double-headed, unless circumstances make it necessary for them to handle the train or assist the regular conductor with his regular work, in which event they will be paid in accordance with Section (a), Article 10; except that a conductor accompanying a helper engine, assisting a passenger train from a terminal to an intermediate point, who is required to assist the regular conductor in collecting tickets, or in otherwise working the train, will be paid passenger rates and take passenger conditions.

3. The above does not apply to service covered by Article 16. When trainmen are used, they will receive conductor's rate of pay.

ARTICLE 15

1. This Section 1 shall continue to be applicable except as modified by application of Article V of the June 25, 1964 National Agreement; Article IX of the January 26, 1972 National Agreement; Article X of the August 25, 1978 National Agreement; and Article VIII of the October 31, 1985 National Agreement.

ROAD CREWS DOING SWITCHING AT INITIAL AND FINAL TERMINAL AND AT INTERMEDIATE YARDS

(a) Employees in freight service required to do switching at initial or final terminal where yard engines are not employed, will be paid for the actual minutes consumed in switching at pro rata rate.

(b) When time consumed in such work is used for the purpose of computing overtime, this article will be disregarded.

(c) This rule does not apply to mine switching runs, Birmingham Mineral runs, work or wreck trains or on branch line runs.

2. Employees will not be required to do switching at terminals where switch engines are employed except in cases of emergency and subject to the following:

This Section (b) does not in any way modify or restrict the application of Article V — Combination of Road-Yard of June 25, 1964 National Agreement or Article IX of the January 26, 1972 National Agreement or Article X of the August 25, 1978 Agreement.

UNDERSTANDING AS TO THE LOUISVILLE TERMINAL AND THE EARLINGTON-ATKINSON-MORTON SWITCHING DISTRICT

Employees may be required to perform the following work within the Louisville Terminal, or the Earlington-Atkinson-Morton Switching District, when it is their initial or final terminal:

Make straight pick up of cars first out, in one unit, from one track doubling over if necessary, to move forward in their train, at points within their initial terminal after leaving the yard in which their train was made up, and perform necessary switching to place cars already in their train in station order with those picked up.

EXAMPLE: Road crews departing South Louisville and arriving at Strawberry and/or East Louisville with cars, in train from head end as follows: 2 for A, 4 for B, 20 for C; picks up 2 for A, 2 for B, 10 for C. Can do necessary switching to get all cars for A together in one unit, all cars together for B in one unit, and all cars for C together in one unit.

Make straight set out of cars handled in their train into the final terminal, in one unit, in one track, doubling over if necessary, at points within their final terminal before arriving at the yard in which the train is delivered.

When employees are required to pick up or set out cars as described above within the Louisville Terminal, or the Earlington-Atkinson-Morton Switching District, they will be paid for the actual minutes consumed at the pro rata rate, time to be computed from the time the locomotive or cars are detached from the train for the purpose of beginning the work until the work is completed and the train is coupled together. When employees are required to perform such work at two

or more points within the same initial or final terminal, the actual running time between the points will be added to the actual minutes consumed in work at the points, and the total will be paid for on the minute basis at pro rata rate. Standing delays are to be deducted in computing the actual running time between the points.

NOTE — Where the word "point" is used above, it does not include mine or industrial tracks.

When overtime is earned, the greater of the amounts will be allowed.

In the event a new major classification yard is built at Louisville or Earlington-Atkinson-Morton Switching District, this understanding will become null and void as to the point where such yard is built.

NOTE — This understanding does not prejudice the right of the carrier to have road trainmen handle the caboose of their train between the yard where they go on or off duty and the yard where they receive or deliver their train in Louisville Terminal or Earlington-Atkinson-Morton Switching District.

3. **WORK AT INTERMEDIATE YARDS**

Road crews in freight service may be required to perform the following work at intermediate yards where yard engines are employed without payment of a "yard day" to road crews and without payment to yardmen account not being used.

(a) Pick up from two tracks cars first out in one unit in each track, make straight set-outs in two tracks, and/or spot in one of the two tracks cars to be loaded with merchandise, perishable, or livestock, or for unloading cars containing merchandise, perishable, livestock, or Company coal or diesel fuel oil.

("Spotting" of cars as referred to in this rule does not permit road crews to cut cars in behind other cars in same track in order to spot — it being permissible only to make straight shove-back to spot one or more cars in the track in which set-out is made. In "spotting" cars loaded with livestock it is permissible to cut such loaded cars in behind other cars in the same track.)

(b) Set out in one track and/or pick up cars in one block from behind other cars in any one track.

(c) Perform necessary switching to place cars already in train in station order with those picked up in same yard.

EXAMPLE: Road crew arrives on yard with cars in train from head end as follows: 2 for A, 4 for B, 20 for C; picks up 2 for A, 2 for B, 20 for C. Can do necessary switching to get all cars for A together in one unit, all cars for B together in one unit, and all cars for C in one unit.

(d) Road passenger crews may be required to make a straight set-out and/or straight pick up, in intermediate yards where yardmen hold rights, except Flomaton.

(e) Road Passenger crews may be required to set-out shopped cars from their trains at terminals under emergency conditions to avoid delay when yard crews are not immediately available.

(f) Road crews handling wrecker from terminal to clear wreck in an intermediate yard may handle wrecker while clearing the wreck and perform necessary switching in connection therewith on the tour of duty continuous with road trip from the terminal. If wrecker is needed for a second tour of duty to complete work of clearing the wreck, yardmen will man it provided a full crew of yardmen is available without stopping regular yard engines from their usual work.

It is agreed that the provisions of Article 15(c), second paragraph of Paragraph 6, are changed to read as follows:

Road crews required to perform the work described in paragraph 1, 2, 3, 4, and 5, of this Section (c), at intermediate yards where yard engines are employed, will be paid for the time consumed on the minute basis in the manner prescribed in understanding of November 21, 1969, covering the Louisville Terminals and the Earlington-Atkinson-Morton Switching District.

When pay for switching at an intermediate yard is allowed, such point will not be counted as a "stop" in the application of Article 11.

NOTE — Nothing in this agreement is intended to, nor does it, affect payment of yardmen's rate of pay to road trainmen required to do more than a straight set-out and/or a straight pick-up at Bessemer, Alabama, and Mt. Vernon, Illinois, as provided in Agreements of March 31, 1944, and June 2, 1944. (Circular K-161, effective March 25, 1957.)

It has been agreed that when a road crew is required to perform switching at an intermediate point where yard service is maintained, but where no yard jobs are assigned to work during the second 12-hour period, as defined in Article V — Combination Road-Yard Agreement of June 25, 1964, and the switching is performed by the road crew during the second 12-hour period, the following will govern the pay to be allowed the road crew performing the switching:

1. When only a straight set-out and/or a straight pick-up including necessary doubling over is required, the crew is entitled to no additional pay, except this will not preclude that point being used to count the number of stops on the run or trip under Article 11.

2. When switching other than that involved in making straight set-out and/or a straight pick-up including necessary doubling over is involved but the switching does not extend beyond that which is provided for in Article 15(c), the conductor will be allowed switching time on the minute basis for the time consumed in the manner prescribed in understanding of Article 15(b) covering the Louisville Terminals and the Earlington-Atkinson-Morton Switching District.

3. When switching other than that set forth in Sections 1 and 2 above is required of the crew, the crew will be allowed switching time on the minute basis for time consumed at an amount equal to the basic daily pro rata rate for yard service, with a minimum of one hour at such rate in addition to all other earnings on that trip or tour of duty.

4. In consolidated yard seniority territories separated by road territories, each such separate yard will be treated as an independent yard in the application of Article 43 of the schedule agreement or Article V of the June 25, 1964, National Agreement. In such yards, yardmen will not be required to perform a part of a tour of duty in one yard and then be transported to another yard to complete that tour of duty.

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.: one straight pick-up at another location in the initial terminal (in addition to picking up train) and one straight set-out at another location in the final terminal (in addition to yarding the train); one straight pick-up and/or set-out at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from

train to ready track and engine house including all units coupled to the operating unit (units); 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 or more tracks to hold the train it is not required that any track be filled to capacity; and exchange engine of its own train.

Nothing in this Section is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement.

COMBINATION ROAD-YARD SERVICE ZONES

Road, Yard and Incidental Work

Section 1 — Road Crews

Road crews may perform the following work in connection with their own trains without additional compensation:

(a) Get or leave their train at any location within the initial and final terminals and handle their own switches. When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for that assignment and such point is not within reasonable walking distance of the on and off duty point, transportation will be provided.

(b) Make up to two straight pick-ups at other location(s) in the inital terminal in addition to picking up the train and up to two straight set-outs at other location(s) in the final terminal in addition to yarding the train; and, in connection therewith, spot, pull, couple, or uncouple cars set out or picked up by them and reset any cars disturbed.

(c) In connection with straight pick-ups and/or set-outs within switching limits at intermediate points where yard crews are on duty, spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed in connection therewith.

(d) Perform switching within switching limits at times no yard crew is on duty. On carriers on which the provisions of Section 1 of Article V of the June 25, 1964 Agreement are applicable, time consumed in switching under this provision shall continue to be counted as switching time. Switching allowances, where applicable, under Article V, Section 7 of the June 25, 1964 Agreement or under individual railroad agreements, payable to road crews, shall continue with respect to employees whose seniority date in a craft covered by the Agreement precedes the date of this Agreement and such allowances are not subject to general or other wage increases.

(e) At locations outside of switching limits there shall be no restrictions on holding onto cars in making set-outs or pick-ups, including coupling or shoving cars disturbed in making set-outs or pick-ups.

Section 2 — Yard Crews

Yard Crews may perform the following work outside of switching limits without additional compensation except as provided below:

(a) Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from locations up to 25 miles outside of switching limits.

(b) Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews. This paragraph does not apply to work train or wrecking service.

NOTE — For performing the service provided in (a) and (b) above, yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits. Such payments are limited to employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement and is not subject to general or other wage increases.

(c) Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.

(d) Nothing in this Article will serve to prevent or affect in any way a carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of August 25, 1978, except by mutual agreement.

(e) Yard crews may perform hostling work without additional payment or penalty.

Section 3 — Incidental Work

(a) Road and yard employees in ground service and qualified engine service employees may perform

the following items of work in connection with their own assignments without additional compensation:

(1) Handle switches
(2) Move, turn and spot locomotives and cabooses
(3) Supply locomotives and cabooses except for heavy equipment and supplies generally placed on locomotives and cabooses by employees of other crafts
(4) Inspect cars
(5) Start or shutdown locomotives
(6) Bleed cars to be handled
(7) Make walking and rear-end air tests
(8) Prepare reports while under pay
(9) Use communication devices; copy and handle train orders, clearances and/or other messages.
(10) Any duties formerly performed by firemen.

(b) Road and yard employees in engine service and qualified ground service employees may perform the following items of work in connection with their own assignments without additional compensation:

(1) Handle switches
(2) Move, turn, spot and fuel locomotives
(3) Supply locomotives except for heavy equipment and supplies generally placed on locomotives by employees of other crafts
(4) Inspect locomotives
(5) Start or shut down locomotives
(6) Make head-end air tests
(7) Prepare reports while under pay
(8) Use communication devices; copy and handle train orders, clearances and/or other messages
(9) Any duties formerly performed by firemen.

Section 4 — Construction of Article

Nothing in this Article is intended to restrict any of the existing rights of a carrier.

(From October 31, 1985 UTU National Agreement, Artricle VIII)

INTERCHANGE

Section 1 — 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 caboose.

Section 2 — If road crews referred to in Section 1 of this Article VII 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.

Section 3 — At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

Section 4 — If the number of cas 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.

Section 5 — Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

Work equities between carriers previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in providing the committees involved with data or other information that will assist in resolution of work equities.

Section 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. (From January 26, 1972 National Agreement)

ARTICLE 16

DOUBLING, RUNNING FOR FUEL OR WATER, OR ASSISTING OTHER TRAINS

(a) Employees compelled to run for fuel, water, double hills, or to assist other trains will be allowed actual mileage and an arbitrary of one hour, at the overtime rate applicable, for each double; provided the total mileage made exceeds 100 miles for all freights, or eight hours on through and local freights of 100 miles or less.

NOTE — The arbitrary of one hour applies to passenger trains only.

(b) When run from an intermediate point to a terminal and return on account of an engine failure, or a derailment, where such conditions arise in connection with their own train, they will be paid continuous time or mileage.

ARTICLE 17

LEARNING ROAD

Employees required to learn the road on a division other than their home division will be paid for the time consumed in doing so at the rate allowed for the service they are to perform.

ARTICLE 18

CLASSIFICATION OF TRAINS

1. When in through freight service, and run as a section of a passenger train, employees will be paid through freight rates.

2. When handling caboose or freight cars on passenger schedule or when handling deadhead passenger equipment on freight schedule, or as an extra, they will be paid through freight rates.

UNDERSTANDING OF DECEMBER 14, 1943

Empty passenger equipment may be handled by either passenger crews or freight crews without regard to the availability of the other, except emergency passenger conductors will not be held off their regular runs or cabooses in order to make them available for use on trains of empty passenger equipment when there are no return passenger movements for them to protect. (File J-347-12.)

UNDERSTANDING OF FEBRUARY 29, 1928

Troop trains will be classed as passenger service and manned by passenger conductors and trainmen, when there are no extra or emergency passenger conductors or trainmen available, chain-gang freight crews will be used.

It is understood that when freight cars are handled, Article 10(a) will apply (freight cars equipped for passenger service are considered as passenger equipment). (File Sys. 61-J-304.)

ARTICLE 19

TRAIN EQUIPMENT AND SUPPLIES

(a) Not less than 25 pounds of ice will be furnished cabooses on each trip between April 1st and November 1st, where obtainable.

(b) Road cabooses assigned to regular road crews will not be run with another crew, except in case

of emergency, in which case an effort will be made to give notice to the assigned crew that they may remove their personal effects.

(c) When trainmen or conductors are called between trips for the purpose of equipping caboose or transferring caboose they will be paid at through freight rate, with a minimum of 3 hours for each caboose equipped or transferred. Trainmen or conductors will not be required to transfer cabooses on line of road while train is running.

NOTE — When the transfer can be made in connection with an outgoing trip, the conductor and full crew will be called to do the transferring one hour before time to depart, letting their pay for the trip begin at that time.

When there is an actual necessity of calling employees to make the transfer between trips, where necessary to relieve the caboose then in use, the full crew should be called, and a minimum of 3 hours allowed, as covered by the rules referred to above. (Circular Sys. 75, November 26, 1927.)

POOLING OF CABOOSES

(d) The carrier may pool cabooses in any or all through freight service including chain-gang service, in any or all territories, subject to the following conditions:

1. The carrier will give notice to employees concerned by posting bulletin board notice fifteen days in advance of the date the pooling of cabooses will be commenced, showing specifically the service in which cabooses will be pooled, the points between which cabooses will be pooled and the effective date of such pooling of cabooses.

2. Prior to the date such pooling of cabooses is commenced, the carrier will provide adequate locker facilities (18 x 21 x 72 inches) for the employees involved in both their home terminal and their away-from-home terminal. They will also have access to adequate wash room and toilet facilities which will be designated.

3. The company will clean and supply cabooses. Ice and fresh drinking water, made available under sanitary conditions, will be supplied and sanitary drinking cups and paper towels will be a part of the caboose equipment. Employees will continue to be responsible for knowing that the cabooses are properly supplied and equipped before leaving the initial terminal. If directed by proper authority to leave the terminal without proper supplies and equipment after they have given such authority notice of the shortage, they will not be held responsible. Employees will cooperate in keeping cabooses in a sanitary condition.

UNDERSTANDING

Crews operating pooled cabooses will not be required to leave the terminal without adequate fuel, water, and/or ice for the trip. (Letter August 24, 1956.)

4. It is understood that where conditions warrant and in the opinion of the local chairman a yard caboose is needed on a yard transfer or industry assignment for the convenience or protection of one or more members of the crew, a request will be made by him in writing to the superintendent. Conference will be held between a representative of the superintendent and the local chairman in which an attempt will be made to determine whether the requirements of the service justify the use of a yard caboose, whether the need is constant or intermittent, for what movements and

under what circumstances and in what territory a caboose is needed. In the event the local chairman and the company representative are unable to dispose of the issue, the dispute will be progressed in the usual manner by the General Chairman.

The purpose of this understanding is not to introduce or suggest the use of cabooses in yard service generally, but to provide for the means of handling isolated and unusual cases of hardship in yard transfer or yard industry work.

5. Adequate heat will be provided on the caboose and lead unit before departing the terminal. Toilets will be installed on cabooses not now equipped within thirty months.

6. "Water" as used in the pooling of cabooses agreements is defined to mean 20 bottles of drinking water (24 bottles, if requested) and tank water for washing and toilet flushing.

ASSIGNED CABOOSES

(e) Where cabooses are not pooled, they will be placed on caboose track or other track convenient to supplies before the assigned crew reports for duty; they will not be switched with at terminals nor will trains be built on cabooses, and such cabooses assigned to regular crews will not be run with another crew, except in cases of emergency, and if used, assigned crews will be promptly notified.

REMOVAL OF CABOOSES

(f) Pursuant to the recommendations of Emergency Board No. 195, the elimination of requirements for or affecting the utilization of cabooses, as proposed by the carriers in their notice served on or about February 2, 1981, will be handled on an individual railroad basis in accordance with the following agreed upon procedures and guidelines.

Cabooses may be eliminated from trains or assignments in any or all classes of service by agreement of the parties.

Cabooses in all classes of service other than through freight service are subject to elimination by agreement or, if necessary, by arbitration.

In through freight service, cabooses on all trains are subject to consideration in the negotiation of trains that may be operated without cabooses and there is no limit on the number that can be eliminated by agreement. However, there shall be a 25% limitation on the elimination of cabooses in through freight (including converted through freight) service, except by agreement. If arbitration becomes necessary to achieve the 25 percent of cabooses that may be eliminated in through freight service it shall be handled as hereinafter provided.

PROCEDURES

Section 1.

(a) When a carrier desires to operate without cabooses in any service, it shall give written notice of such intent to the General Chairman or General Chairmen involved, specifying the trains, runs or assignments, territory, operations and service involved. A meeting will be held within fifteen (15) days from the date of such notice to commence consideration of the carrier's request subject to the guidelines outlined in Section 2 below.

(b) There is no limit on the trains, runs or assignments in any class of service that may be operated without cabooses by agreement. If the carrier and the General Chairman or General Chairmen are able to reach an agreement, the elimination of cabooses pursuant to such agreement may be implemented at the convenience of the carrier.

(c) In the event the carrier and the General Chairman or General Chairmen cannot reach an agreement within sixty (60) days from the date of the notice, either party may apply to the National Mediation Board to provide the first available neutral from the panel provided for below.

(d) Within fifteen (15) days from the date of this Agreement, the parties signatory to the Agreement shall agree on a panel of five qualified neutrals and an alternate panel of five qualified neutrals who shall be available to handle arbitrations arising out of this Article. If the parties are unable to agree on all of the neutrals within fifteen (15) days, the National Mediation Board shall appoint the necessary members to complete the panels. If one or more members of a panel becomes unavailable he shall be replaced under this procedure. A neutral shall not be considered available if he is unable to serve within thirty (30) days from the date requested. Should a neutral be requested and none of the panel members is available to begin review of the dispute with the parties within thirty (30) days of such request, the National Mediation Board shall appoint a non-panel neutral in such dispute.

(e) The neutral member will review the dispute and if unable to resolve by agreement the neutral member will, within thirty (30) days after the conclusion of the hearing, make a determination on the proposed eliminatioin of cabooses involved in the dispute. The determination of the neutral member authorizing the elimination of cabooses shall be final and binding upon the parties except that the carrier may elect not to put such determination into effect on certain trains or assignments covered thereby by so notifying the General Chairman in writing within thirty (30) days from the date of the determination by the neutral.

If a carrier makes such an election it shall be deemed to have waived any right to renew the request to remove the caboose from any such train or assignment covered thereby for a period of one year following the date of such determination.

(f) It is recognized that the operating rules, general orders and special instructions should be reviewed and revised by the carrier, where necessary, to accommodate operations without cabooses. Any necessary revision will be in effect when trains are operated without cabooses.

GUIDELINES

Section 2.

The parties to this Agreement adopt the recommendations of Emergency Board No. 195 that the elimination of cabooses should be an on-going national program and that this program can be most effectively implemented by agreements negotiated on the local properties by the representatives of the carriers and the organization most intimately acquainted with the complexities of individual situations.

In determining whether cabooses are to be eliminated, the following factors shall be considered:

(a) safety of employees

(b) operating safety, including train length

(c) effect on employees' duties and responsibilities resulting from working without a caboose.

(d) availability of safe, stationary and comfortable seating arrangements for all employees on the engine consist

(e) availability of adequate storage space in the engine consist for employees' gear and work equipment.

CONDITIONS

Section 3.

Pursuant to the guidelines described in Section 2, the following conditions shall be adhered to in an arbitration determination providing for operations without cabooses:

(a) Where suitable lodging facilities for a crew are required and the caboose is presently used to provide such lodging, the carrier shall continue to provide a caboose for that purpose until alternate suitable lodging facilities become available.

(b) Except by agreement cabooses will not be eliminated on certain mine runs, locals and road switchers where normal operations require crews to stand by waiting for cars or trains for extended periods of time and such crews cannot be provided reasonable access to the locomotive or other appropriate shelter during extended periods.

(c) Except by agreement cabooses will not be eliminated from trains that regularly operate with more than 35 cars where the crews are normally required to provide rear-end flagging protection.

(d) Crew members will not as a result of the elimination of cabooses be required to ride on the side or rear of cars except in normal switching or service movements or reverse movements that are not for extended distances.

(e) Additional seating accommodations will not be required on trains having a locomotive consist with two or more cabs equipped with seats. Crews required to deadhead on the locomotive will be provided seating in accordance with Section 2(d).

(f) A carrier may operate a train, run or assignment with a caboose if it so desires despite the fact that it may have the right to operate such train without a caboose.

(g) The conditions and considerations applicable to the elimination of cabooses by agreement of the parties pursuant to this Agreement in each class or type of service shall not be disregarded by the neutral in formulating his award covering a similar class or type service.

THROUGH FREIGHT SERVICE

Section 4.

(a) There shall be a 25% limitation on the elimination of cabooses in through freight (including converted through freight) service, except by agreement. The 25% limitation shall be determined on the basis of the average monthly number of trains (conductor trips) operated in through freight service during the calendar year 1981. Trains on which cabooses are not presently required by local agreements or arrangements shall not be included in such count, shall not be counted in determining the 25% limitation, and any allowance paid under such agreements or arrangements shall not be affected by this Article. A carrier's proposal to eliminate cabooses may exceed the minimum number necessary to meet the 25% limitation. However, implementation of the arbitrator's decision shall be limited to such 25% and shall be instituted on the basis established below. In the event a carrier's proposal is submitted to arbitration, it shall be revised, if necessary, so that such proposal does not exceed 50% of the average monthly number

of trains (conductor trips) operated in through freight service during the calendar year 1981.

(b) In the selection of through freight trains from which cabooses are to be eliminated, a carrier shall proceed on the basis of the following categories:

(i) trains that regularly operate with 35 cars or less;

(ii) trains that regularly operate with 70 cars or less which are scheduled to make no stops en route to pick up and/or set out cars;

(iii) trains that regularly operate with 70 cars or less which are scheduled to make no more than three stops en route to pick up and/or set out cars;

(iv) trains that regularly operate with 120 cars or less which are scheduled to make no stops en route to pick up and/or set out cars;

(v) trains that regularly operate with 120 cars or less which are scheduled to make no more than three stops en route to pick up and/or set out cars;

(vi) trains that regularly operate with more than 120 cars which are scheduled to make no stops en route to pick up and/or set out cars;

(vii) all other through freight trains.

(c) The implementation of the arbitrator's decision shall be phased in on the following basis: the carrier may immediately remove cabooses from one-third of the trains that may be operated without cabooses, another one-third may be removed thirty (30) days from the date of the arbitrator's decision and the final one-third sixty (60) days from the date of the arbitrator's decision.

ARBITRATION BOARD NO. 419

SEABOARD SYSTEM RAILROAD
(Formerly Louisville & Nashville Railroad)
and
UNITED TRANSPORTATION UNION

The Carrier may operate trains listed in Appendix "A" without a caboose under the following conditions and guidelines:

1. (a) Except as may be otherwise provided by agreement between the parties, there shall be a 25% limitation on the elimination of cabooses in through freight (including converted through freight) service, with such 25% limitation to be applied on a system-wide basis.

   (b) In the selection of through freight trains from which cabooses are to be eliminated, the Carrier shall proceed on the basis of the following categories, taking into consideration the limitations expressed in paragraph (a) above and the fact there may be some fluctuations in the usual number of cars handled in a given train from day to day and from point to point on the same day as cars are added or set out:

   (1) trains that regularly operate with 35 cars or less;

   (2) trains that regularly operate with 70 cars or less which are scheduled to make no stops en route to pick up and/or set out cars;

   (3) trains that regularly operate with 70 cars or less which are scheduled to make no more than three stops en route to pick up and/or set out cars;

   (4) trains that regularly operate with 120 cars or less which are scheduled to make no stops en route to pick and/or set out cars;

(5) trains that regularly operate with 120 cars or less which are scheduled to make no more than three stops en route to pick up and/or set out cars;

(6) trains that regularly operate with more than 120 cars which are scheduled to make no stops en route to pick up and/or set out cars;

(7) all other through freight trains.

(c) Except as otherwise proved, the Carrier may select any train listed in Appendix "A" to be operated without a caboose, provided it does not, at any one time, exceed the 25% limitation.

(d) Implementation of the elimination of cabooses as provided herein shall be phased in on the following basis:

(1) The Carrier may immediately upon the effective date of this Award remove cabooses from one-third of the trains that may be operated without cabooses;

(2) Another one-third of the cabooses may be removed thirty (30) calendar days from the date of this Award; and,

(3) The final one-third of cabooses may be removed sixty (60) calendar days from the date of this Award.

2. Ground crew members of trains operated without a caboose will not be required to stand by waiting for cars or trains for extended periods of time when crews cannot be provided reasonable access to the locomotive or other appropriate shelter during such extended periods of time. In all cases, a prudent rule of reason must apply with respect to the meaning of "extended periods of time."

3. Ground crew members of trains operated without a caboose will not, as a result of the elimination of the caboose, be required to ride on the side or rear

of cars except in normal switching or service movements or reverse movements that are not for extended distances. In all cases, a prudent rule of reason must apply with respect to the meaning of "extended distances."

4. (a) Single-unit locomotives assigned to trains operated without a caboose will have seating accommodations for ground crew members which are safe, stationary and comfortable. It is understood that seating accommodations, in the manner and quality, including seat coverings of cloth-type material, as found to exist on Carrier's Engine No. 4802 during inspection of such engine on July 6, 1983, would adequately meet the stated requirement for seating accommodations which are "safe, stationary and comfortable."

(b) A chemical toilet, of the type exhibited by Carrier on Engine No. 4802 on the aforementioned inspection date, will be installed in the storage compartment area of single-unit engines assigned to trains operated without a caboose for use by ground crew employees.

(c) A wash basin will be installed in the engine compartment area of single-unit engines assigned to trains operated without a caboose for use by ground crew employees.

(d) In addition to continuing to provide a thermal-type container for the storing of ice and drinking water on single-unit engines assigned to trains operating without a caboose, an additional thermal-type container will be installed for ground crew members to store a lunch.

(e) Storage space for employees' gear and work equipment will be provided in the engine compartment area of single-unit engines assigned to trains operated without a caboose.

5. (a) Additional seating accommodations will not be required on trains which operate without a caboose where the locomotive consist for such train has two or more cabs equipped with seats for use by ground crew members.

(b) On multiple-unit locomotives handling trains without a caboose, ground crew members will have designated seating. Unless specifically directed by Carrier as to where each member of the crew will ride, the Conductor will make such designation.

(c) The location of ground crew members required to ride trailing units in a multi-unit locomotive consist handling trains without a caboose will be taken into consideration with respect to Operating Rules requiring employees to maintain a forward lookout.

(d) In addition to providing drinking water under refrigerated conditions (mechanical or ice), a thermal-container will be provided or designated for crew members to store a lunch when multiple-units are used for trains operating without a caboose.

(e) At least one unit on multiple engines assigned to a train operating without a caboose will be equipped with a toilet and supplied with drinking water and moist towelettes, i.e., towels for quick clean-up when soap and water are not available.

6. When trains are operated without a caboose, ground crew members on the head-end of such trains will be given consideration with respect to occurrences beyond a reasonable range of rear vision.

7. Ground crew members will not be required to ride in a locomotive unit when such unit does not have adequate heat or ventilation in the operating compartment. If after leaving a terminal a unit in which a ground crew member is required to ride is found not to have adequate heat or ventilation, or is found to be emitting toxic or noxious gases or fumes into

the cab of such unit, and the ground crew member cannot be assigned to another unit or cab, the train will be operated to the nearest point where it can be disposed of without blocking the main line or to the next nearest terminal, if such movement is safe and practicable.

8. (a) Cabs of locomotive units designated for crew occupancy will be cleaned, serviced and/or supplied by the use of personnel other than ground service employees assigned to a train operating without a caboose. However, to the extent that ground crew employees at outlying points have been performing all or a part of such functions in connection with a caboose, ground crew employees may still be required to perform those same like functions as related only to their personal or work needs on the locomotive.

   (b) Ice and fresh drinking water will be made available under sanitary conditions. Where bottled water is supplied or used, a prudent rule of reason will apply with respect to the number of bottles of water considered adequate for crew member needs.

   (c) Crew paks (paper cups, paper towels, toilet paper, and garbage-disposal bag) will be provided to accommodate crew member needs, with a prudent rule of reason to apply as to the number of crew paks to be available for ground crew member use.

9. The failure of Carrier to be in compliance with paragraph 8 may be handled by the General Chairman as a grievance direct with Carrier's highest designated officer for the handling of claims and grievances.

10. Ground crew members operating trains without a caboose will, to the extent available, be provided operable, portable radios.

11. It is recognized that there may be occasions on which Conductors of trains operating without a caboose may not be able to complete all written reports prior to arrival at their final terminal; therefore, it is understood that they will be allowed adequate time in which to complete their reports after arrival at the final terminal.

12. (a) At points where other appropriate personnel are available, ground crew members will not be required to place, move, attach, or take off protective devices from the rear or last car of trains operated without a caboose. However, when other appropriate personnel are not available, such rear-end protective devices will be handled by a member of the ground crew to and from designated locations.

(b) Ground crew members will not be held responsible for malfunctions of the rear-end protective device after their train departs from the original terminal of their run provided they have given proper handling of the protective device prior to departure from their initial terminal.

13. Ground crew members shall not be required to cross trestles or bridges occupied by trains where there are no walkways.

14. Transportation presently provided between on and off duty points and trains covered by Appendix "A" shall continue to be provided ground crew members of trains operating without a caboose, except transportation shall be between the on and off duty points and the locomotive.

15. Carrier will conduct tests on trailing units of multiple-unit locomotive consists to determine whether or not exhaust fumes in operating compartments pose a health hazard to employees riding thereon. If it is determined there does exist a health

hazard, then immediate arrangements will be made to insure that the employees are not subjected to such conditions.

NOTE
(From October 31, 1985 UTU National Agreement)

CABOOSES

Section 1 — Unit and Intermodal Trains

(a) Article X, Section 4, of the October 15, 1982 National Agreement provides for the elimination of cabooses in through freight (including converted through freight) service up to 25% of the base established thereby. The parties agree that in addition to a carrier's rights under such provision and other provisions of said Article X, cabooses may be discontinued on unit-type trains (e.g., coal, grain, phosphate) and intermodal-type trains (e.g., piggyback, auto rack, double stack) operated in through freight (including converted through freight) service based on Guidelines and Conditions (Sections 2 and 3 of Article X of the October 15, 1982 National Agreement).

(b) Except as provided in paragraph (a) above, Article X of the October 15, 1982 Agreement remains in effect.

Section 2 — Run-Through Service

In run-through service, a caboose which meets the basic minimum standards of the railroad on which it originated will be considered as meeting the basic minimum standards of the other railroad or railroads on which it is operated.

PURCHASE AND MAINTENANCE OF CABOOSES

Section 5.

In addition to the foregoing a carrier shall not be required to purchase or place into service any new caboose. A carrier shall not be required to send cabooses in its existing fleet through existing major overhaul programs nor shall damaged cabooses be required to undergo major repairs. However, all cabooses that remain in use must be properly maintained and serviced.

SUBSEQUENT NOTICES

Section 6.

A carrier cannot again seek to eliminate a caboose on a train, run or assignment where the request has been denied in arbitration unless there has been a change in conditions warranting such resubmission. Conversely, where a carrier has eliminated a caboose on a train, run or assignment and the characteristics of that train, run or assignment are subsequently changed in a way that the General Chairman believes cause it to depart from the guidelines, he may propose restoration of the caboose and, if necessary, invoke binding arbitration.

PENALTY

Section 7.

If a train or yard ground crew has been furnished a caboose in accordance with existing agreement or practice on a train or assignment prior to the date of the Agreement and such train or assignment is operated without a caboose other than in accordance with the provisions of this Article

or other local agreement or practice, the members of the train or yard ground crew will be allowed two hours' pay at the minimum basic rate of the assignment for which called in addition to all other earnings.

RESTRICTIONS

Section 8.

The foregoing provisions are not intended to impose restrictions with respect to the elimination of cabooses or in connection with operations conducted without cabooses where restrictions did not exist prior to the date of the Agreement.

ELECTRIC LANTERNS

(g) 1. The Company agrees to permit employees to use electric hand lanterns of a type and design conforming to the specifications hereinafter set forth, in train and yard service on the System, except that in flagging service the red lantern shall be a regulation oil lantern.

Electric hand lanterns shall conform to the following specification:

Electric Trainmen's Hand Lanterns: Twin Light, to be used in train and yard service and to be of type suitable for such service and of approved design, such as Genesy No. 305-4, Adams and Westlake No. 24, and others. Lanterns to use Standard Trainmen's Hand Lantern 6-volt, 4 cell battery and 5-volt, 15-ampere Mazda No. 502 bulbs.

2. Employees engaged in train and yard service may purchase electric hand lanterns, including batteries and bulbs, at actual cost from the Company. Thereafter the Company will furnish sufficient extra batteries and white bulbs to maintain such electric hand lanterns in suitable condition for service in which engaged, without charge against the employees therefor.

   Employees will not be under obligation to purchase lanterns from the Company, but may do so at their own discretion.

   Any electric lanterns now in service that meet the foregoing specifications may be retained. (Circular K-83, effective April 1, 1941.) (Circular J-17, January 8, 1941.)

(h) **Locomotive Standards**

In run-through service, a locomotive which meets the basic minimum standards of the home railroad or section of the home railroad may be operated on any part of the home railroad or any other railroad. (From October 31, 1985 UTU National Agreement)

UNIFORMS

(i) 1. The Company agrees to pay one-half the cost of required uniforms purchased by passenger trainmen through the Company, under the then-existing contract between the Company and the supplier, but not to exceed two uniforms per calendar year.

2. An employee who qualifies for service as extra or emergency passenger employee for the first time will be furnished one uniform by the Company. This uniform is to remain the property of

the Company and must be returned if the employee leaves the service within two years from the date the uniform is delivered.

3. The Company may designate the type of uniform to be worn by passenger employees at all times while on duty in passenger service.

4. The employees will assume and pay cost of shirts, neckties, socks, and shoes, as prescribed by the Company to be worn with such uniforms.

5. In consideration of the Company participating in the cost of uniforms, the employees will present a good appearance, and agree to keep uniforms properly cleaned, and neatly pressed at all times at their own expense.

6. A "uniform" consists of coat, vest, trousers, and cap. (Circular K-131, effective January 1, 1952.)

7. The Company will pay the clothier the entire amount of the cost of the uniform and will collect the employee's share of the cost from the employee for whom purchased by payroll deduction. (Circular JK-31, dated June 6, 1952.)

ARTICLE 20

DETOURING

1. When a train is detoured over trackage of another seniority district and the conductor thereof has not operated a train over the trackage involved within the preceding twelve months, a conductor, if available, will be used as pilot; if a conductor is not available, trainman, if available, will be used as pilot and will be paid conductor's rate of pay.

2. No claims for additional day or days will be presented on behalf of employees or crews used on detoured trains on the grounds that they were used off their seniority district. Neither will claims be presented on behalf of employees of seniority districts over which trains are detoured on the grounds that they were run around or not used in service they stood to protect.

3. This agreement is predicated upon the emergency principle of line blocked by wrecks, washouts, floods, or similar emergencies. Detour movements account of heavy traffic, or for other similar reasons, will be subject to runaround rules except when made by special agreement or understanding.

4. It is intended that the general agreement rules governing the order of the use of employees be followed in providing pilots under the provisions of this agreement. If the service is out of an outlying point or an away-from-home terminal, and a conductor at the division home terminal stands for it and there is sufficient time to make him available by deadheading him, that should be done instead of resorting to the use of an employee available at the outlying point or away from home terminal. (Circular JK-28, May 2, 1947.)

ARTICLE 21

RELEASED BETWEEN TERMINALS

Employees in freight or passenger service, cannot be released at intermediate points between terminals, and the time so released be deducted, except in cases provided for herein.

ARTICLE 22

TERMINAL DELAY

(a) **Initial Terminal Delay — Passenger Service**

When in passenger service and delayed at the initial terminal as much as one hour beyond the time set to leave, they will be paid for one hour; one hour and thirty minutes to be paid for as two hours, etc. When initial terminal delay time is used for the purpose of computing road overtime this Article will be disregarded.

(b) **Initial Terminal Delay — Through Freight Service**

1. When in through freight service and delayed at the initial terminal as much as one (1) hour beyond the time set to depart, employees will be paid for 1 hour at pro-rata rate; 1 hour and 30 minutes to be paid for as 2 hours; etc.
2. Initial terminal delay begins at the time set to depart and ends when their engine clears the switch leading from the track in their train yard, on which the train is made up. When train is made up on the main track, initial terminal delay ends when it starts moving after signal is given to proceed. When train is made up on yard track with engine or engine and cars standing on lead, ladder or drill track, initial terminal delay ends when engine clears the first switch ahead of the engine.
3. Time consumed in switching for which payment is made under Article 15, between the time initial terminal delay begins and ends, shall be deducted in computing initial terminal delay time under this rule.
4. When road overtime accrues during any trip or tour of duty, payment for both initial terminal delay and overtime will not be made, but whichever is greater will be paid.

NOTE — Under this rule, running time between the point where employees report for duty and the point of departure of the train from the train yard is not deductible, for the reason that preparatory time allowed prior to the time set to depart covers time consumed in preparing to depart.

It is not permissible for employees to disregard the time delayed in performing switching at their initial terminals for which payment is due under Article 15 and make claim for initial terminal delay due to it producing a greater amount. (Circular J-64, August 24, 1954.)

5. The greatest amount of time consumed in switching at initial terminal for which payment is made to any member of the train or engine crew, shall be deducted in determining amount of initial terminal delay due under this rule, but in no case will employees be paid for a lesser amount of initial terminal delay than that paid any other member of the train or engine crew on that trip or tour of duty.

(c) **Final Terminal Delay — Freight Service**

1. **Computation of Time**

In freight service all time, in excess of 60 minutes, computed from the time engine reaches switch, or signal governing same, used in entering final terminal yard track where train is to be left or yarded, until finally relieved from duty, shall be paid for as final terminal delay; provided, that if a train is deliberately delayed between the last siding or station and such switch or signal, the time held at such point will be added to any time calculated as final terminal delay.

2. **Extension of Time**

Where mileage is allowed between the point where final terminal delay time begins and the point where finally relieved, each mile so allowed will extend the 60 minute period after which final terminal delay payment begins by the number of minutes equal to 60 divided by the applicable overtime divisor (60/12.5 = 4.8; 60/12.75 = 4.7; 60/13 = 4.6; 60/13.25 = 4.5; 60/13.5 = 4.4; etc.).

3. **Payment Computation**

All final terminal delay, computed as provided for in this Article, shall be paid for, on the minute basis, at one-eighth (1/8th) of the basic daily rate in effect as of October 31, 1985, according to class of service and engine used, in addition to full mileage of the trip, with the understanding that the actual time consumed in the performance of service in the final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the final terminal time under this Article. The rate of pay for final terminal delay allowance shall not be subject to increases of any kind.

After road overtime commences, final terminal delay shall not apply and road overtime shall be paid until finally relieved from duty.

NOTE — The phrase "relieved from duty" as used in this Article includes time required to make inspection, complete all necessary reports and/or register off duty.

4. **Multiple Trips**

When a tour of duty is composed of a series of trips, final terminal delay will be computed on only the last trip of the tour of duty.

5. **Exceptions**

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

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

6. **Local Freight Service**

In local freight service, time consumed in switching at final terminal shall not be included in the computation of final terminal delay time. (Final Terminal Delay Rule from the October 31, 1985 UTU National Agreement, Article V)

ARTICLE 23

REST AND HOURS OF SERVICE LAW

(a) Employees in train service will not be tied up unless it is apparent trip cannot be completed within the lawful time, and not then until after the expiration of 10 hours of duty under the Federal law, or within two hours of the time limit provided by the State law, if State laws govern.

(b) If employees in train service are tied up in a less number of hours than provided for in the preceding paragraph on account of it being apparent that they cannot complete the trip within the lawful time, their time will be computed up

to the expiration of the 10 hours after reporting for duty, and they will again be considered as on duty and under pay, beginning at the expiration of their rest period, computed from the actual time they were relieved.

INTERPRETATION

Section (b)

The intention is that a train will be kept moving as close up to the twelve hour limit as possible before tying up under the law, and as a rule it should not be tied up in less than ten hours, thus giving the dispatcher two hours margin in which to get a train to a suitable point to tie up, or arrange for relief crew to handle train into terminal. If, however, for certain reasons it should be considered advisable to tie a train up in less than ten hours, say at eight hours and thirty minutes, in order to stop the crew at a point where there are suitable accommodations for them, or where there are facilities for taking care of the engine, or for other cause, the time from the initial terminal to the tie-up point should be computed up to ten hours and the crew will again go under pay at the expiration of eight hours from the time they are relieved.

Some of the conditions under which Section (b) will apply, follow:

Engine failure,

Yard blocked.

When run to intermediate point to move accumulation and relieved and held for further service (as in the case of a chain-gang or extra crew run or deadheaded to an intermediate or outlying point and held

and used, say two or three days in temporary service to assist regular assigned crews working in that territory). When on a straightaway run and relieved a few hours at an intermediate point on the run for tonnage from a connection.

It is understood that employees, sent to relieve a crew on account of the hours of service law, will take charge of the train as soon as practicable after the employees whom they are to relieve have been on duty ten hours.

It is agreed that Section (b) will not apply under the following conditions:

1. When called for a turnaround run, and tied up at the turning point to await the arrival of tonnage (aş in the case of a crew called at Louisville for a Lebanon Junction turnaround run and tied up at Lebanon Junction awaiting arrival of tonnage).

2. When run to intermediate point with an engine to exchange for another engine, and they are relieved at the intermediate point account of the engine which they are to handle on the return trip not being ready; or when run to an intermediate point and their engine is taken for some other service and they are relieved and held for its return.

NOTE 1: Nothing in items 1 and 2 contemplates that a man cannot be held on duty and paid in accordance with provisions of Section (a) when at the time they are relieved they do not have sufficient time to complete the trip; that is, they may be held on duty ten hours or more and paid for actual time.

(a) When employees in train service are tied up between terminals under the law, they shall again

be considered on duty and under pay immediately after the expiration of the minimum legal period off duty applicable to any member of the crew. Provided the longest period of rest required by any member of the crew, either eight or ten hours, shall be the period of rest for the entire crew.

(b) Employees in train service tied up under the law will be paid continuous time or mileage at their schedule rates from initial point to tie-up point. When they resume duty on a continuous trip they will be paid miles or hours, whichever is greater, not less than a minimum day from the tie-up point to the next tie-up point or to the terminal. It is understood that this Article does not permit employees to be run through terminals unless such practice is permitted under the schedule.

(c) Employees in train service tied up for rest under the law, and then towed or deadheaded into terminal, with or without engine or caboose, will be paid the actual miles or hours therefor, the same as if they had run the train to such terminal.

INTERPRETATION

Section (c)

When towed or deadheaded to terminal after being tied up under the law, they will be paid continuous time when tied up less than the legal rest period before the towing or deadhead trip started. If the towing or deadhead trip starts after the expiration of the legal rest period, they will be paid on basis of a new day, computed from expiration of rest period.

(d) Exception: When the line is obstructed by wrecks, washouts, or similar emergency, the foregoing regulations governing the method of pay under

the hours of service law will not apply; crews may be tied up for rest and the time deducted with the understanding that payment will be made for not less than a minimum day to point tied up and that the crew shall be considered as again on duty, and as commencing a new day upon the expiration of eight hours from the time relieved at tie-up point, or at the time of again going on duty, if required to report earlier.

INTERPRETATION

Section (d)

This section is independent of all other rules under Article 23 and it applies only under conditions where the track is actually blocked by wrecks, washouts, landslides, bridges destroyed, fire, or similar emergency. It is further understood:

1. That it does not apply to trains departing from terminal after receipt of notice that track has been blocked. When trains are run out of terminals after notice has been received that track is blocked, and later it becomes necessary to tie the crew up on account of failure to get the track opened as anticipated, they will be paid in accordance with section (b) of this article.

2. It does not apply when trains are detoured around wrecks nor when it is possible to move trains through sidings, around wrecks or obstructions.

3. It does not apply to trains held at terminals or junction points awaiting connections which are delayed on account of wreck on another division or on a branch line, etc.

4. It is understood that under the conditions cited in this rule the crew should be run as close as practicable to the point where the track is

blocked, before being tied up, making allowance, of course, and reserving side track room to take care of passenger trains and high class freight trains so as to permit them to be moved promptly as soon as track is open for traffic, the intent being to, as far as possible, prevent crews that are tied up from being run around at the wreck by other crews handling a train of the same relative importance.

(e) Employees in train service, tied up in obedience to the law, will not be required to watch or care for engines or perform other duties during the time tied up.

(f) After completing a trip (service or deadhead) employees will be entitled to and allowed eight or ten hours rest at home terminals, or away-from-home terminals, if they give proper notice of such desire, except when needed in case of wrecks or similar emergencies, except as provided below.

After completing a deadhead trip into the away-from-home terminal employees will be allowed eight or ten hours' rest, if requested, if they will not be needed for service within three hours of their arrival. Where the deadhead trip consumed five hours or more, rest will be allowed if requested.

NOTE — Employees desiring eight or ten hours' rest must request same when registering in and request will not be granted if made at any other time. Where request has been made for eight or ten hours' rest, the request may not be withdrawn later in the day. Extra employees deadheaded from division home terminal or points where extra boards are maintained, for service or runs at outlying points cannot make request for rest after completing the deadhead trip and before performing service.

NOTE — Employees referred to herein applies to employees in road or yard service.

When one member of a train crew asks for and is granted eight or ten hours' rest, other members of the crew will be held until this rest period is up.

This does not necessarily mean that if there is another crew with rest up and available, a train should be held for the crew that is not available because of the rest of one or more members of it not being up. (File Sys. 48, J-158-5, March 3, 1928.)

Except in cases of emergency, employees will not be called to deadhead from the home terminal who will not have been off duty eight hours at the time the train is set to depart on which they are to deadhead; and that under conditions where the Hours of Service Law requires ten hours off duty, they will not be called to deadhead from the Home Terminal unless they have been off duty ten hours at the time the train is set to depart on which they are to deadhead. (Circular K-31, 2/23/32.)

Employees should not be used out of Home Terminals, except in emergency, that have not had eight or ten hours off duty so as to have a clear rest period under the Hours of Service Law.

(g) After a continuous service of twelve hours or more, employees are required to have ten consecutive hours off duty at terminal, except when needed in handling of wrecks or relief trains.

ARTICLE 24

CALLING CREWS

(a) 1. Where callers are employed, road employees living within one mile and a half of the terminal, will

be called not to exceed 1 hour and 30 minutes before they are required to report for duty. The caller will be provided with a book or card showing the time called, the time train is due to leave, in which employees will sign their names and time called.

NOTE — Except as provided above where callers are employed road employees will be called not to exceed 1 hour and 30 minutes before they are required to report for duty.

CALLED OR REPORTING AND NOT USED

(b) 1. Employees called and reporting for duty, or required to report for duty, and the train or engine for which they are called is not run or used for any reason other than their own, they will be paid for all time held on duty at pro rata rates, applicable to class of service, but in all such cases they will be paid at least 3 hours and stand first out; if held more than 8 hours, will be paid at overtime rates for time held beyond 8 hours and stand last out.

2. Yardmen will be paid under this rule at overtime rate instead of pro rata rate.

(c) When, on account of sickness or other unavoidable cause, employees cannot respond for duty, they will, if possible, notify their Trainmaster or his representative at least 2 hours before they are needed.

(d) 1. Road employees will run first-in first-out of terminals, except where assigned to regular runs.

NOTE 1: The time of arrival at the terminal should be used, instead of time relieved, except in case of chain-gang crews engaged in work train service, part of which is on the road and part in the

yard, having to perform work train service after arrival in the terminal. (Arrival at a terminal means — the time of arrival at the terminal yard board.)

The time the excepted crews are relieved should be considered as their arrival at the terminal in connection with calling them for subsequent service. (File Sys. 80, J-347, August 4, 1925.)

NOTE 2: Should a vacancy be created for a trainman at away-from-home terminal because of an emergency, and there is not sufficient time to get a trainman from the extra board, junior available road trainmen from other crews will be used so long as one is available, before resorting to the use of a yardman. In other words, a yardman should not be used in road service if there is a roadman available. (Circular K-74, April 7, 1938.)

2. When more than one crew is deadheaded on the same train for service at different points, the crew first out will be deadheaded to the nearest point, the crew second out to the next nearest point and so on. When deadheaded to the same point, they will stand out in the order as they stood when called.

3. When one crew deadheads from terminal to terminal and another crew of the same class deadheads from intermediate point to terminal on same train, the crew deadheading from intermediate point will go on register on board ahead of the crew deadheading from opposite terminal. (Circular JK 19, March 24, 1944.)

(e) Employees standing for service and not called or used through no fault of their own, will be paid for time lost with a minimum of 3 hours at pro rata rates.

INTERPRETATION

Section (e)

1. This section applies to employees other than those holding chain-gang runs.

2. Employees assigned to regular runs (or filling vacancies on such runs which under the agreement they are entitled to retain temporarily) will be paid for time lost.

3. Extra or emergency employees will be paid for elapsed time at pro rata hourly rate, with a minimum of 3 hours, based on the service for which they should have been used, computed from time they should have reported for duty until they actually report for duty, but not beyond the time the trip or tour of duty for which they should have been called is completed. If the trip or tour of duty for which they should have been called is completed before they actually report for duty, they will then be allowed the amount they would have earned on that particular trip, but no further payments to apply.

4. EXAMPLE 1: An extra or emergency employee through no fault of his own is not used on a run which he stood to protect and for which he would have reported for duty at 8:00 a.m.

   (a) 1. Reports for duty at 10:00 a.m.

   2. Entitled to 3 hours at pro rata, at rate of pay for service for which he should have been used.

   (b) 1. Reports for duty for another run at 6:00 p.m., the crew for which he should have been called not completing their trip and being relieved until 6:10 p.m.

2. Entitled to 10 hours at pro rata rate, at rate of pay for service for which he should have been used.

(c) 1. Reports for duty for another run at 6:00 p.m., the crew for which he should have been called having completed their trip at 5:30 p.m. for which they are paid a basic day and applicable overtime.

2. Entitled to a basic day and applicable overtime at rate of pay for service for which he should have been used; no further payments to apply.

(d) 1. Reports for duty for another run at 11:00 p.m., the crew for which he should have been called being relieved on line of road at 10:00 p.m., account of Hours of Service Law, for which they were paid a basic day and applicable overtime.

2. Entitled to a basic day and applicable overtime at rate of pay for service for which he should have been used; no further payments to apply.

NOTE — Examples (a), (b), (c), and (d) quoted above are all independent of each other and are predicated on Example 1.

5. It will be noted that if the employee actually reports for duty before the crew with which he should have reported for duty is relieved, he is entitled only to actual hours and minutes at pro rata rates for the elapsed time, whereas if he does not actually report for duty until after the crew for which he should have been called is relieved, he is entitled to the mileage and overtime he would have earned on that trip or tour of duty, but no further payment to apply, this understanding

being the result of a give-and-take proposition in order to provide a definite basis for settlement of claims in this connection.

6. EXAMPLE 2: A trainman runs around the entire extra board, reporting for duty at 8:00 a.m., and completing trip at 8:00 p.m. Trainman "A" who stood first out, reports for another run at 1:00 p.m.

   Trainman "A" is entitled to 5 hours at pro rata rate, at rate of pay for service for which he should have been used, the same principles to apply as outlined in examples under Example 1. No other trainmen are affected.

7. EXAMPLE 3: Trainmen "M" and "O" run around entire extra board in order named.

   Extra Trainman "A" who stood first out, will be paid with respect to the trip made by Trainman "M" and Extra Trainman "B" who stood second out will be paid with respect to the trip made by Trainman "O", on basis of examples cited under Example 1. No other trainmen are affected.

8. When an extra or emergency employee loses an independent deadhead trip preceding a service trip which he stood to protect, but for which he was not called through no fault of his own, pay for such independent deadhead trip will be included in the application of paragraphs 3 to 7, inclusive, of the Interpretation of Article 24(e) of this Agreement, in the manner described below:

   (a) If the extra or emergency employee actually reports for duty or deadhead trip under pay before the independent deadhead trip for which he should have been called is completed, he is entitled to actual hours and minutes, at pro rata rate based on the deadhead trip for which he should have been called for the elapsed time; except if

that amount does not equal 3 hours at pro rata rate, based on the service for which he should have been used, the latter will be paid as a minimum.

(b) If he actually reports for duty or deadhead trip under pay after the independent deadhead trip for which he should have been called is completed but before the crew with which he should have reported for duty goes on duty, he is entitled to pay for the independent deadhead trip only; except if that amount does not equal 3 hours at pro rata rate, based on the service for which he should have been used, the latter will be paid as a minimum.

(c) If he actually reports for duty or deadhead trip under pay after the independent deadhead trip for which he should have been called is completed but before the crew with which he should have reported for duty is relieved, he is entitled to pay for the independent deadhead trip plus actual hours and minutes at pro rata rate for the elapsed time on service trip; except if the total amount does not equal 3 hours at pro rata rate, based on the service for which he should have been used, the latter will be paid as a minimum. Time between the completion of the independent deadhead trip and the beginning of the service trip will not be paid for.

(d) If he does not actually report for duty or deadhead trip under pay until after the crew for which he should have been called is relieved, he is entitled to pay for the independent deadhead trip and the mileage and overtime he would have earned on that service trip or tour of duty, but no further payment to apply.

NOTE — The provision of ending pay at the time the extra or emergency trainman actually reports

for duty or deadhead trip under pay also applies in instances where an independent deadhead trip does not precede the service trip which he stood to protect but for which he was not called or used through no fault of his own. (Circular K-93, March 2, 1945.)

(f) What are known as chain-gang crews shall run strictly in their turn, first-in-first-out of the terminal, and should they be run-around through no fault of their own, they will be paid for 3 hours for each run-around at pro rata rates and take next turn out, in accordance with their arrival at the yard limit board as shown on register. No run-around payment shall accrue to or in connection with any crew called in turn but which does not leave the terminal in turn. (Circular K-161, effective March 25, 1957.).

INTERPRETATION

Section (f)

This section applies only to employees on what are known as chain-gang crews (for employees filling vacancies on such crews which, under the agreement, they are entitled to retain temporarily). If run-around by one crew they are entitled to 3 hours at pro rata rates; if run-around by two crews they are entitled to 6 hours at pro rata rate, etc., regardless of when they are afterwards used.

UNDERSTANDING OF MARCH 28, 1941

Employee on fast freight run who had been laying off reported for work at 4:35 p.m., September 17th. His run arrived at the home terminal on that date too late for regular crew to get its rest and go out on the assignment on the same date.

Under the provisions of the above section, the employee was not permitted to go out on his run, which resulted in his losing a round trip.

We have agreed that under similar circumstances an employee should be permitted to go out on his own run even if it is necessary to use a made-up crew. (File J-161-4.)

UNDERSTANDINGS

1. When it is necessary to furnish a crew at an away-from-home terminal to take up an engine and use in chain-gang service, a chain-gang crew will be furnished. (File Sys. 100, J-347, September 27, 1924.)

2. When crews in chain-gang or irregular service are called for an intermediate division terminal, and later their destination is changed, and they are run through the intermediate division terminal, they will be considered as having completed the trip for which they were called, on arrival at the intermediate terminal, and the service from the intermediate terminal will be paid for on the basis of an additional day.

When a chain-gang crew is called for a distant division terminal, and later is stopped and relieved at an intermediate division terminal, which is on the direct route, and which they would have had to pass through in order to reach the terminal for which they were called, they will be considered as having been tied up under the Hours of Service Law, and handled and paid in accordance with Article 23, without respect to other crews that may be laying over at the terminal. (File Sys. 104, J-347, March 18, 1925.)

3. In cases where chain-gang crews are held off to attend investigation, instead of holding their

turn in the board, the vacancies of the conductor and trainmen who are held off their run should be filled by extra employees and the crew run out in the turn of the employees who are held off. (File J-347-10, February 5, 1929.)

(g) Regular assigned crews will not be used in chain-gang service on their layover days when chain-gang crews are available.

(h) An employee laying off will not be considered available for service, except in case of emergency, until his crew has returned and their rest is up.

Employees laying off will report at least two hours before needed. When an employee is laying off on leave of absence, it is not the intention that he be called for service until after he has reported for duty or until the expiration of the leave of absence, except in cases of extreme emergency.

UNDERSTANDING

When a chain-gang crew is run out of the home terminal in work train service or is deadheaded out for work train service, and subsequent thereto, an employee assigned to that crew who has been laying off, reports for duty, the responsibility will rest with the company to ascertain the whereabouts of the crew and deadhead him to it, provided, of course, that the work train is not to return before he could perform one day's service. (Employees sent to their crews in this manner are not considered as "deadheading under orders" within the intent of Article 12.)

In the event, however, the crew is run out of the home terminal in chain-gang service and afterwards diverted from that service and held for work train service, the responsibility will rest with the employee to ascertain the whereabouts of his

crew and make known definitely whether he desires to be sent to it, or whether he desires to wait for its return. (File Ky-264, K-141-2, February 27, 1928.)

NOTE — An **emergency conductor** holding a regular assignment as trainman who, while his crew is laying over at the home terminal, lays off or misses a call for service he stands to protect as **conductor**, will not be considered available for subsequent calls for service as **conductor** until he has completed one trip on his regular assignment or until his regular crew has completed a trip and has returned to the home terminal and their rest is up.

(i) 1. When a regular conductor or trainman get left through their own fault when called for their regular crew, they will be treated in the same manner as if they had laid off before being called (Section (h), Article 24, of this Agreement) insofar as their service as conductor or trainman is concerned.

2. However, a trainman who is assigned to a regular crew and, on account of some emergency, is called in advance of his crew for service as trainman or conductor and misses the call, should not be deprived of his right to go out on his regular crew, if available when notified for such crew. (Circular K-128, October 1, 1951.)

(j) 1. When an extra trainman or extra conductor stands to deadhead to an outlying run and lays off within 2 hours of the time required to report to deadhead, he will, when reporting for duty, be sent to the run, if the vacancy still exists and he is entitled to fill it, and he should not be allowed deadhead pay going to and returning from the vacancy.

2. In all other circumstances, an extra trainman or extra conductor who misses a call lays off when called or within 2 hours of time he would have been called, will be marked on the "off board" and will remain there until the employee who accepted the call returns to the terminal, and then be marked on extra board behind that employee, except that he will not be held off the board beyond the time the employee who accepted the call completes 2 trips or tours of duty. (Circular K-128, October 1, 1951.)

INTERPRETATION

Section (j)

An extra trainman or extra conductor who is marked on the "off board" under the provisions of paragraph 2 above, should remain there until he reports. If the employee who accepted the call has returned to the terminal in the meantime, the extra trainman or extra conductor who missed the call, laid off when called or within 2 hours of the time he would have been called, should be marked up at the bottom of the extra board upon reporting. If he reports before the employee who accepted the call returns to the terminal, he should remain on the "off board" until the employee who accepted the call returns to the terminal and then be marked on the extra board behind that employee, except that he should not be held off the board beyond the time the employee who accepted the call completes 2 trips or tours of duty. (Letter October 11, 1951, File K-347-Art. 24(i)-(j).)

1. The employee or his wife may give notice to the designated carrier employee that he cannot respond for duty due to personal illness or injury

and he will be marked off. Such notice by his wife shall be considered notification by the employee.

2. (a) Employees will be permitted to lay off:

(1) Account of serious illness or injury, or death, of a member of his immediate family;

(2) To arrange for repairs of damages to his home caused by fire, vandalism, or Act of God.

(b) Employees will, upon five days' notice, be permitted to lay off:

(1) For his own wedding;

(2) To attend the wedding of his children or grandchildren;

(3) To attend the commencement exercises of his children or grandchildren when they graduate from high school or college;

(c) (1) Union officers will be permitted to lay off to handle union business and will give reasonable notice when that is possible.

(2) Employees will be permitted to lay off for three days account of a son or daughter returning on furlough from the Armed Forces and will give reasonable notice when that is possible. If any extension beyond the three days is desired, a request will be made and considered under Section 5.

3. When on account of unavoidable causes employees are unable to respond for duty, they will, if possible, notify the designated carrier employee handling layoffs at least two hours before they are needed and will be marked off.

4. Employees laying off for the reasons outlined in Sections 1, 2 and 3 will be required to return to service as soon as the need for their absence from assignment for those reasons passes.

5. Employees laying off for personal reasons other than those mentioned above will state the number of days they desire to be off. They will be marked off for that number of days if consistent with the needs of the service.

6. Repeated and chronic laying off in abuse of this agreement will not be condoned.

7. Adequate telephone service will be maintained by carrier whereby the employees may contact them to determine their status and for the purpose of reporting and laying off.

8. The carrier will continue their improved procedure to determine their needs for new employees on all seniority districts. (Mediation Agreement dated Oct. 3, 1973.)

(1) **Visible Crew Board**

1. Information outlined on the following Exhibits "A-1" and "A-2" will be displayed so as to be capable of being read by employees in the locations listed in Exhibit "B" and will be displayed at points within those locations where the carrier maintains forces to keep the records posted.

2. The size of the printed or written information may vary depending upon the distance from the display to the location where men will normally stand to read it.

3. The information shown on the displays will be kept as current as possible.

EXHIBIT "A-1"

VISIBLE CREW DISPLAY
YARD BOARD

(1) REGULAR ASSIGNED YARD JOBS:
Job Number
Names of Crew Members
Starting Time and Off Days

(2) REGULAR ASSIGNED RELIEF YARD JOBS:
Job Number
Names of Crew Members
Starting Time and Off Days

(3) FOREMAN'S EXTRA BOARD (IF ANY):
Names and Position on Board of Extra Yard Foremen

(4) SWITCHMEN'S EXTRA BOARD:
Names and Position on Board of Employees on Extra Board

(5) YARDMEN'S OFF-BOARD AND VACATION BOARD:
Names of Employees Laying Off or on Vacation

(6) MISPLACED LIST:
Names of Employees Displaced

(7) REGULAR EMPLOYEES REGISTERED FOR OFF DAY WORK:
Names of Those Registered

EXHIBIT "A-2"

VISIBLE CREW DISPLAY
ROAD BOARD

(1) ASSIGNED ROAD:

Train Number
Names of Crew Members

(2) CHAIN-GANG CREWS:

Crew Number (if any) and Position on Board
Names of Chain-Gang Crew Members

(3) CONDUCTORS' EXTRA BOARD (IF ANY):

Names and Position on Board of Extra Conductors

(4) TRAINMEN'S EXTRA BOARD:

Names and Position on Board of Employees on Extra Board

(5) ROADMEN'S OFF-BOARD AND VACATION BOARD:

Names of Employees Laying Off or on Vacation

(6) WAITING LIST:

Names of Employees on Waiting List

(7) MISPLACED LIST:

Names of Employees Displaced

EXHIBIT "B"

VISIBLE CREW DISPLAYS

Corbin Division

Corbin
West Knoxville
Cincinnati
Ravenna
Hazard
Etowah

Evansville Division

Howell
E. St. Louis (Yardmen Only)
Atkinson
Osborn

Nashville Division

Nashville
Wauhatchie
Tilford
Etowah
Bruceton
Memphis (Yardmen Only)

Birmingham Division

Boyles
Oakworth (Yardmen Only)
Gadsden (Yardmen Only)
Nashville

Mobile Division

Sibert
Montgomery
New Orleans (Yardmen Only)
Pensacola

(Mediation Agreement — October 5, 1973)

(m) **Starting Time Rule**

General

(1) Bulletins advertising regular assignments in all classes of road service will specify the home terminal and the away-from-home terminal, if any, the territory to be served by such assignments, specified off days, if any, and the advertised departure time of the assignments. All such assignments will be under the pay provisions of this agreement. It is understood that schedules of trains used by Traffic Department or shown in Division timetables have no relation to advertised departure times which will be shown on bulletins advertising runs to crews.

Assignments established under this agreement may be abolished by the carrier as required, but may not be abolished without giving 12 hours' advance notice to the crew.

NOTE — The term "as required" is understood to mean a decrease in business; a change in traffic flow over a division or seniority district; a change in operating procedures whereby an increase in train lengths or tonnage handled would eliminate the need for a certain assignment; a major line blockage on any division or seniority district caused by occurrences named in paragraph (4), subsection (a); a work stoppage against the railroad by any craft or group of employees which interrupts the normal operation, or any other valid reason for a reduction in the number of trains operated. The term "as required" is not intended, and will not be used, to circumvent any provisions of this agreement, and assignments will not be abolished except for valid reasons.

As additional runs are established on any seniority district, the carrier and United Transportation Union will negotiate their assignments under this agreement.

(2) The departure time in bulletins advertising regular assignments will not be changed by the carrier without giving 24 hours advance notice to the crews.

Time held beyond advertised departure time or set back time as established in this agreement will be paid for as waiting time at pro rata rate applicable to the class of service to which assigned, separate and above any other compensation for the trip.

Waiting time will not be considered as time on duty under the Hours of Service Act.

There will be no duplication of compensation for waiting time periods paid for under this agreement.

(3) Assigned crews may be called to depart not to exceed 2½ hours in advance of the advertised departure time.

(4) Departure time in bulletins advertising assignments specified in paragraph (2) of this agreement will govern unless deferred or "set back". The departure time may be set back not to exceed 2½ hours from the advertised departure time provided the crew is notified not less than 1 hour ahead of advertised departure time.

EXAMPLE 1:

Advertised departure time	3:00 PM
Crew notified departure time set back	2:00 PM
Set back departure time	5:30 PM

If train or engine crew does not have full rest (10 hours if requested by any crew member) to protect advertised departure time, such advertised departure time will automatically be set back 2½

hours following expiration of rest period. The advertised departure time may then be further set back 2½ hours provided crew is notified not less than 1 hour ahead of automatic set back departure time for that trip only.

EXAMPLE 2:

Advertised departure time	3:00 PM
Crew's rest up	6:00 PM
Automatic set back of advertised departure time this trip only	8:30 PM
Crew notified departure time set back	7:30 PM
Set back departure time this trip only	11:00 PM

(a) There will be no restrictions on the "set back" of advertised departure time and pay provisions of this agreement will not apply on a division blocked by derailments, washouts, bridges knocked out by fire or otherwise, slides, or Acts of God.

Where operation of a train or trains affected on a division blocked as above outlined and the operation of such train or trains extends to another division, pay provisions of this agreement will not apply on any seniority district over which this train or trains are due to operate.

On certain so-called run-through trains where locomotives, train and caboose are received from a connecting railroad and such trains are delayed on the connecting railroad due to any of the conditions set forth in subsection (a) above, the pay provisions of this agreement will not apply on any seniority district over which this train is due to operate. The only run-through trains presently covered under this portion of this agreement are:

No. 585 from the Missouri Pacific at Memphis, Tennessee to Nashville, Tennessee

No. 380 from the Seaboard Coast Line at Montgomery, Alabama, to Nashville, Tennessee

No. 400/401 from the Seaboard Coast Line at Chattahoochee, Florida to New Orleans, Louisiana

No. 15 from the Atlanta & West Point at Montgomery, Alabama to New Orleans, Louisiana

No. 13 from the Atlanta & West Point at Montgomery, Alabama to Mobile, Alabama

NOTE — It is understood that if additional similar run-through trains are established with connecting railroads, they will be included under this portion of this agreement by advance notice to the United Transportation Union.

(b) Pay provisions of this agreement will not apply on a division or seniority district where the railroad's operation is shut down on a recognized holiday.

On any division or seniority district where on such recognized holiday it is necessary to operate passenger trains or Auto-Train, pay provisions of this agreement where applicable, will apply to crews assigned to these trains.

NOTE — This provision in no way modifies rules of the General Agreement covering holiday pay or guarantees of days of assignments.

Under this provision, the Local Chairman and assigned crews affected by such holiday shutdown will be notified in advance of plans for shutdown, and the Local Chairman and appropriate division officer will cooperate in working out procedures as to how the assigned crews will be handled on that division or seniority district.

(c) Pay provisions of this agreement will not apply where the railroad's operation is shut down by a work stoppage against the railroad by any craft or group of employees.

(d) It is agreed that regular assigned crews under this agreement may be used to man through freight trains which are not otherwise assigned when that crew's regular assignment will not be called within 2½ hours ahead of or 2½ hours after advertised departure time of that crew.

It is understood that when assigned crew is so used they may do set-off and pick-up work as required at intermediate points, but will not be required to perform station switching or mine work.

Where the crew's regular assignment is to be called later than 2½ hours beyond advertised departure time, that assigned crew will not be used to man another train unless that assigned crew is called to depart at least 3 hours prior to call time of that crew's regular assignment.

NOTE — Where an assigned crew has been on waiting time under pay for five hours or more, it is understood that the 3-hour call time prior to call time of that crew's regular assignment may be reduced as necessary to permit use of the assigned crew for road trip provided that crew is on duty for that trip prior to expiration of 8 hour waiting time.

EXAMPLE 1:

Advance departure time	12:30 PM
Advertised departure time	3:00 PM
Set back departure time	5:30 PM

Under this example, if crew's regular assignment is called to depart during the spread of hours (12:30 PM to 5:30 PM) the assigned crew must be used.

EXAMPLE 2:

Advertised departure time	3:00 PM
Crew called for service trip set to depart handling train other than their own assignment	3:00 PM

Under this example, it must be known that the crew's regular assignment will not be called to depart prior to 6:00 PM.

EXAMPLE 3:

Advertised departure time	3:00 PM
Crew not notified of departure time set back	
Waiting time under pay begins	3:00 PM
Called for service trip handling train other than their assignment	
On duty	5:00 PM

Under this example, crew due 2 hours (3:00 PM to 5:00 PM) waiting time. Another crew handling the assigned crew's regular assignment could not be placed on duty prior to 8:00 PM.

EXAMPLE 4:

Advertised departure time	3:00 PM
Crew notified call set back	2:00 PM
Set back departure time	5:30 PM
Crew called for service trip on train other than regular assignment	
On duty	1:00 AM

Under this example, crew due 7½ hours waiting time (5:30 PM to 1:00 AM). Note this example illustrates that 3-hour call time prior to call time of that crew's regular assginment may be reduced as necessary to permit use of that assigned crew provided assigned crew is on duty for service trip prior to expiration of 8 hours waiting time. Crew

handling the assigned's crew's regular assignment may then be placed on duty at any time after 1:30 AM and the 3 hours prohibition will not apply.

It is agreed that an assigned crew that has been called for a service trip may be used on wrecker under emergency conditions for that trip or tour of duty only. Thereafter, the wrecker will be handled in accordance with the practice on that division or seniority district.

(6) Assigned crews called for service at the advance departure time, advertised departure time or set back departure time, who are subsequently called down before performing any service, will be paid 3 hours called not used.

EXAMPLE 1:

Advertised departure time	3:00 PM
Advance departure time	12:30 PM
Called for service trip on duty	12:00 Noon
Called down	12:10 PM
No advance notice of departure time set back	
On duty second time	5:00 PM

Crew due 3 hours called and not used and 2 hours waiting time (3:00 PM to 5:00 PM).

EXAMPLE 2:

Advertised departure time	3:00 PM
Crew notified departure time set back	2:00 PM
Set back departure time	5:30 PM
On duty for service trip	5:00 PM
Called down	5:10 PM
On duty second time	8:00 PM

Crew due 3 hours called and not used, but no waiting time pay due.

Assigned crews who have earned waiting time prior to being called for service trip, who are subsequently called down before performing any service, will be entitled to all waiting time earned up to on duty time for service trip. In addition, crew will be paid 3 hours called and not used.

If again placed on duty prior to expiration of 8 hours waiting time, either from advertised departure time or set back departure time, the 3 hours paid for called and not used will apply against any other waiting time that may accrue.

EXAMPLE 3:

Advertised departure time	3:00 PM
No advance notice of departure time set back	
Waiting time under pay begins	3:00 PM
Called for service trip on duty	7:00 PM
Called down	7:10 PM
On duty second time	11:00 PM

Crew due 4 hours waiting time (3:00 PM to 7:00 PM); crew due 3 hours called and not used; crew due 1 hour waiting time (10:00 PM to 11:00 PM).

EXAMPLE 4:

Advertised departure time	3:00 PM
Crew notified departure time set back	2:00 PM
Set back departure time	5:30 PM
Called for service trip on duty	8:30 PM
Called down	8:40 PM
On duty second time	10:30 PM
Called down	8:40 PM
On duty second time	10:30 PM

Crew due 3 hours waiting time (5:30 PM to 8:30 PM) and due 3 hours called and not used.

(7) A member of an assigned crew who is being held under pay beyond advertised departure time or set back time who then is called to work on an assignment other than his own will be entitled to time earned while on waiting time for his assignment up to time he reports for duty on run called for or when notified to deadhead. This waiting time will not be included when determining earnings away from his regular assignment. When figuring difference in earnings, any time other members of assigned crew are held under pay beyond time paid to crew member used on other assignment will be included in figuring difference.

EXAMPLE 1:

Advertised departure time on regular assignment	3:00 PM
No advance notice of departure time set back	
Waiting time under pay begins	3:00 PM
Called for assignment other than his own — on duty	8:00 PM
His regular assignment called for service trip — on duty	10:00 PM

Crew members used off assignment due 5 hours (3:00 PM to 8:00 PM) waiting time on regular assignment, not to be included in determining earnings away from assignment. The 2 hours regular assignment earned (8:00 PM to 10:00 PM) in waiting time beyond what crew member used off assignment was paid will be included in figuring difference in earnings while crew member off regular assignment.

EXAMPLE 2:

Notified to deadhead for assignment other than his own at	5:00 PM
On bus scheduled to depart	9:00 PM
His regular assignment called for service trip - on duty	10:00 PM

Crew member used off assignment due 2 hours (3:00 PM to 5:00 PM) waiting time on regular assignment, not to be included in determining earnings away from assignment.

The 5 hours regular assignment earned (5:00 PM to 10:00 PM) in waiting time beyond what crew member used off assignment was paid will be included in figuring difference in earnings while crew member off assignment.

(8) A member of assigned crew who, after having been used on assignment other than his own, is at home terminal to return to his regular assignment will be due waiting time under provisions of paragraph (9) of this agreement, provided he has full rest when waiting time begins for his regular assignment either at advertised departure time or set back departure time. If rest is not up at the time remainder of crew goes on waiting time, he will go on waiting time when rest is up, provided crew has not reported for duty or has not been notified to deadhead.

EXAMPLE 1:

Crew member's rest up	5:00 PM
Advertised departure time of regular assignment	3:00 PM
Crew not notified of departure time set back	
Waiting time begins	3:00 PM
Crew called for service trip	
On duty	5:00 PM

Crew due 2 hours (3:00 PM to 5:00 PM) waiting time, except crew member with rest up 5:00 PM due no waiting time.

EXAMPLE 2:

Crew member's rest up	6:00 PM
Advertised departure time of regular assignment	3:00 PM
Crew notified departure time set back	
Set back departure time	5:30 PM
Crew called for service trip On duty	7:00 PM

Crew due 1½ hours waiting time (5:30 PM to 7:00 PM), except crew member with rest up 6:00 PM due 1 hour (6:00 PM to 7:00 PM); waiting time.

EXAMPLE 3:

Crew member's rest up	7:00 PM
Advertised departure time of regular assignment	3:00 PM
Crew not notified advertised departure time set back	
Waiting time begins	3:00 PM
Crew notified to deadhead at	6:00 PM
On bus scheduled to depart	9:00 PM

Crew due 3 hours (3:00 PM to 6:00 PM) waiting time, except crew member with rest up 7:00 PM due no waiting time.

(9) **At Home Terminals of Assignments**

At home terminals, crews in assigned straight-away service held beyond advertised departure time or beyond "set back" time provided for in paragraph (4) of this agreement will go under pay and will remain under pay until on duty for service trip or time notified to deadhead if either occurs before expiration of 8 hours.

EXAMPLE 1:

Advertised departure time	3:00 PM
On duty time	7:00 PM
Without advance notice that departure time was to be set back	

Crew due 4 hours (3:00 PM to 7:00 PM) waiting time.

EXAMPLE 2:

Advertised departure time	3:00 PM
Crew notified departure time set back	2:00 PM
Set back departure time	5:30 PM
On duty time	7:30 PM

Crew due 2 hours (5:30 PM to 7:30 PM) waiting time.

EXAMPLE 3:

Advertised departure time	3:00 PM
No advance notice of departure time set back	
Crew notified to deadhead at	7:00 PM
On bus scheduled to depart	9:00 PM

Crew due 4 hours (3:00 PM to 7:00 PM) waiting time.

EXAMPLE 4:

Advertised departure time	3:00 PM
Crew notified departure time set back	2:00 PM
Set back departure time	5:30 PM
Crew notified to deadhead	7:30 PM
On bus scheduled to depart	10:30 PM

Crew due 2 hours (5:30 PM to 7:30 PM) waiting time.

If crew is not called for service trip or notified to deadhead prior to expiration of 8 hours from advertised departure time or "set back" time, crew will then be deadheaded to the away-from-home terminal to protect their assignment from that terminal except as otherwise provided in this agreement covering line blockages.

EXAMPLE 5:

Advertised departure time	3:00 PM
Waiting time begins	3:00 PM
No advance notice of departure time set back	
Crew called for service trip to depart at	11:30 PM
On duty time	11:00 PM

Crew due 8 hours (3:00 PM to 11:00 PM) waiting time.

Under this example, the on duty time of 11:00 PM is the latest the crew may be placed on duty for a service trip and, if not placed on duty for a service trip by that time, must be deadheaded to the away-from-home terminal to protect their assignment from that terminal, except as otherwise provided in this agreement covering line blockages.

EXAMPLE 6:

Advertised departure time	3:00 PM
Crew notified departure time set back	2:00 PM
Set back departure time	5:30 PM
Crew called for service trip	2:00 AM
On duty	1:30 AM

Crew due 8 hours (5:30 PM to 1:30 AM) waiting time.

Under this example, the on duty time of 1:30 AM is the latest the crew may be placed on duty for a service trip and, if not placed on duty for a service trip by that time, must be deadheaded to the away-from-home terminal to protect their assignment from that terminal, except as otherwise provided in this agreement concerning line blockages.

When an assigned crew is notified to deadhead from home terminal under this paragraph (9) to protect assignment from away-from-home terminal, such crew will be notified of the time set to depart and mode of transportation. If notification of deadhead trip is given prior to expiration of 8 hours waiting time for the crew, waiting time ends at the time notified to deadhead. However, if for the convenience of the crew they elect to deadhead at a later time, it is understood they may do so provided they are available with full rest at the away-from-home terminal to protect their assignment.

EXAMPLE 7:

Advertised departure time	3:00 PM
No advance notice of advertised departure time set back	
Waiting time begins	3:00 PM
Crew notified to deadhead	7:00 PM
On bus scheduled to depart	9:00 PM

Crew due 4 hours (3:00 PM to 7:00 PM) waiting time.

EXAMPLE 8:

Advertised departure time	3:00 PM
Crew notified call set back	2:00 PM
Set back departure time	5:30 PM
Crew notified to deadhead	7:00 PM
On bus scheduled to depart	9:00 PM

Crew due 1½ hours (5:30 PM to 7:00 PM) waiting time.

If crew elects to wait, as example, until a 6:00 AM bus, which will permit them to be available at the away-from-home terminal with full rest for their assignment, they may do so. However, there is no additional waiting time paid at the home terminal under this portion of the agreement.

(a) At home terminals, in the event of a line blockage, pay provisions of this agreement will not apply, as provided in Section (4), subsection (a), except as hereinafter provided.

(1) An assigned crew on waiting time when the line blockage occurs will be due all waiting time earned from advertised departure time or set back departure time up to time of line blockage. Crew must be notified of line blockage within a 3-hour period following time of line blockage; and when notified within this 3-hour period, no further waiting time will be due. If not notified within this 3-hour period, crew will again go on waiting time on a minute basis from the time of line blockage until time notified of line blockage, with a maximum of 8 hours waiting time pay from time of line blockage.

EXAMPLE 1:

Advertised departure time	3:00 PM
Line blockage occurs	5:00 PM
Crew notified of line blockage	8:00 PM

Crew due 2 hours waiting time (3:00 PM to 5:00 PM)

EXAMPLE 2:

Advertised departure time	3:00 PM
Line blockage occurs	5:00 PM
Crew notified of line blockage	10:00 PM

Crew due 2 hours waiting time (3:00 PM to 5:00 PM) earned prior to line blockage and 5 hours waiting time (5:00 PM to 10:00 PM) account not being notified a total of 7 hours waiting time.

The same principle applies when crew is on waiting time beginning at set back departure time.

(2) Other assigned crews not on waiting time at time of line blockage will be notified as early as practicable of line blockage; and when notified prior to advertised departure time, no waiting time will be due. If not notified prior to advertised departure time, waiting time will begin at the advertised departure time on a minute basis until time notified of line blockage, with a maximum of 8 hours waiting time pay from advertised departure time.

EXAMPLE 1:

Line blockage occurs	10:00 AM
Advertised departure time	3:00 PM
Crew notified of line blockage	2:30 PM

Crew due no waiting time pay.

EXAMPLE 2:

Line blockage occurs	10:00 AM
Advertised departure time	3:00 PM
Crew notified of line blockage	6:00 PM

Crew due 3 hours waiting time (3:00 PM to 6:00 PM) account not being notified of line blockage prior to advertised departure time. The same principle applies when crew is on waiting time beginning at set-back departure time.

(10) **At Away-From-Home Terminals of Assignments**

At away-from-home terminals, crews in assigned straight-away service held beyond advertised departure time or set back time provided for in paragraph (4) of this agreement will go under pay and will remain under pay until on duty for service trip or time notified to deadhead if either occurs prior to expiration of 8 hours.

EXAMPLE 1:

Advertised departure time	3:00 PM
On duty time	7:00 PM
(without advance notice that departure time set back)	

Crew due 4 hours (3:00 PM to 7:00 PM) waiting time.

EXAMPLE 2:

Advertised departure time	3:00 PM
Crew notified departure time set back	2:00 PM
Set back departure time	5:30 PM
On duty time	7:30 PM

Crew due 2 hours (5:30 PM to 7:30 PM) waiting time.

EXAMPLE 3:

Advertised departure time	3:00 PM
No advance notice of departure time set back	
Crew notified to deadhead at	7:00 PM
On bus scheduled to depart	9:00 PM

Crew due 4 hours (3:00 PM to 7:00 PM) waiting time.

EXAMPLE 4:

Advertised departure time	3:00 PM
Crew notified departure time set back	2:00 PM
Set back departure time	5:30 PM
Crew notified to deadhead	7:30 PM
On bus scheduled to depart	10:30 PM

Crew due 2 hours (5:30 PM to 7:30 PM) waiting time.

After the expiration of 8 hours under pay, crew then goes off pay not to exceed 4 hours; and if to be worked to home terminal, crew must actually go on duty for service trip prior to expiration of 4-hour period.

EXAMPLE 5:

Advertised departure time	3:00 PM
Without advance notice, waiting time begins	3:00 PM
Waiting time under pay ends	11:00 PM
4-hour no-pay period begins	11:00 PM
Called for service trip—on duty	3:00 AM

Crew due 8 hours (3:00 PM to 11:00 PM) waiting time.

EXAMPLE 6:

Advertised departure time	3:00 PM
Crew notified departure time set back	2:00 PM
Set back departure time	5:30 PM
Waiting time under pay begins	5:30 PM
Waiting time under pay ends	1:30 AM
4-hour no-pay period begins	1:30 AM
Called for service trip—on duty	5:30 AM

Crew due 8 hours (5:30 PM to 1:30 AM) waiting time.

If crew is not placed on duty by 5:30 AM for service trip, crew must be deadheaded to home terminal.

EXAMPLE 7:

Advertised departure time	3:00 PM
Crew not notified departure time set back	
Waiting time under pay begins	3:00 PM
Crew notified to deadhead at	6:00 PM
Waiting time under pay stops	6:00 PM
On bus scheduled to depart	10:00 PM

Crew due 3 hours (3:00 PM to 6:00 PM) waiting time.

In addition, if crew elects after notification to deadhead to leave ahead of the 10:00 PM conveyance, they may do so without discipline or censure. If, after notification to deadhead, the carrier needs the crew for service trip and such crew is still available, they may be used for the service trip provided the on duty time for service trip is prior to expiration of 8 hours waiting time. Under these conditions, waiting time would be continuous until on duty for service trip.

EXAMPLE 8:

Advertised departure time	3:00 PM
Crew notified departure time set back	2:00 PM
Set back departure time	5:30 PM
Waiting time under pay begins	5:30 PM
Crew notified to deadhead at	7:30 PM
Waiting time under pay ends	7:30 PM
On bus scheduled to depart	11:00 PM
Later, crew available and called for service trip—on duty	10:30 PM

Waiting time computation under this example begins at 5:30 PM and ends at 10:30 PM. Crew due 5 hours (5:30 PM to 10:30 PM) waiting time.

If crew is to deadhead to home terminal prior to expiration of 8 hours waiting time, when crew is notified to deadhead the pay for waiting time ends. If held full 8 hours waiting time under pay, crew must be notified before expiration of the 4-hour no-pay period to deadhead not more than 2 hours beyond expiration of the 4-hour no-pay period. If not actually provided conveyance at end of 2 hours following the 4-hour no-pay period, crew will then go back under pay on a minute basis until time set to depart on deadhead trip.

EXAMPLE 9:

Crew paid 8 hours waiting time ending	11:00 PM
Followed by 4-hour no-pay period ending	3:00 AM
Crew notified prior to 3:00 AM to deadhead at	5:00 AM

If conveyance is not available at 5:00 AM, crew goes back under pay on minute basis at 5:00 AM. Crew notified to deadhead on bus scheduled to depart 10:00 AM. Crew due 5 hours (5:00 AM to 10:00 AM) additional waiting time.

(a) At away-from-home terminals, in the event of a line blockage, pay provisions of this agreement will not apply, as provided in Section (4), subsection (a), except as hereinafter provided:

(a) An assigned crew on waiting time when the line blockage occurs will be due all waiting time earned from advertised departure time or set back departure time up to time of notification of line

blockage. If the carrier deadheads such crew to home terminal, such crew must be notified to deadhead within 12 hours from advertised departure time or set back departure time.

EXAMPLE 1:

Advertised departure time	3:00 PM
No advance notice of departure time set back	
Notification of line blockage	8:00 PM
Waiting time ends	8:00 PM
Crew notified to deadhead at	3:00 AM
On bus scheduled to depart	5:00 AM

Crew due 5 hours waiting time (3:00 PM to 8:00 PM) and must be notified to deadhead to home terminal not later than 3:00 AM.

(2) If carrier elects to hold an assigned crew in event of a line blockage, such crew may be held. When an assigned crew is held under these conditions, waiting time will begin on a minute basis at the 16th hour from advertised departure time, continuing for a maximum of 8 hours, if not placed on duty for service trip or notified to deadhead prior to expiration of 8 hours. In the event an assigned crew is on waiting time at the time of notification of line blockage, waiting time will end at that time, and waiting time will begin at the 16th hour from advertised departure time. Waiting time earned up to time of notification of line blockage will be included with waiting time earned after the 16th hour up to a maximum of 8 hours waiting time pay for 24-hour period from advertised departure time.

EXAMPLE 1:

Advertised departure time	3:00 PM
Crew notified of line blockage	8:00 PM
Waiting time under pay ends	8:00 PM
Carrier elects to hold crew—	
Waiting time begins at	
16th hour	7:00 AM
Waiting time ends	3:00 PM

Crew due 5 hours waiting time (3:00 PM to 8:00 PM) earned up to time of notification of line blockage plus 3 additional hours for a total of 8 hours within the 24-hour period (3:00 PM to 3:00 PM).

EXAMPLE 2:

Advertised departure time	3:00 PM
Crew notified of line blockage	2:00 PM
Carrier elects to hold crew—	
Waiting time begins at	
16th hour	7:00 AM
Waiting time ends	3:00 PM

Crew due 8 hours waiting time (7:00 AM to 3:00 PM) for the 24-hour period (3:00 PM to 3:00 PM).

EXAMPLE 3:

Advertised departure time	3:00 PM
Waiting time begins	3:00 PM
Crew notified of line blockage	8:00 PM
Waiting time under pay ends	8:00 PM
Carrier elects to hold crew—	
Called for service trip-on duty	4:00 AM

Crew due 5 hours waiting time (3:00 PM to 8:00 PM) earned up to time of notification of line blockage.

EXAMPLE 4:

Advertised departure time	3:00 PM
Waiting time begins	3:00 PM
Crew notified of line blockage	8:00 PM
Waiting time under pay ends	8:00 PM
Carrier elects to hold crew— Waiting time begins at 16th hour	7:00 AM
Called for service trip-on duty	9:00 AM

Crew due 5 hours waiting time (3:00 PM to 8:00 PM) earned up to time of notification of line blockage and 2 hours waiting time (7:00 AM to 9:00 AM) for a total of 7 hours waiting time. After expiration of the 24-hour period following first advertised departure time, assigned crews who are still held by carrier will revert for pay purposes to provisions of Section (10) of this agreement.

It is understood that, when a line opens for resumption of operations following a blockage, assigned crews who have been held will be used from a terminal in the same order of their arrival at that terminal without regard to connections handled until assigned crews are again in normal cycle.

(11) **Crews in Turnaround Service**

Crews in turnaround service will be assigned 5, 6 or 7 days with stipulated off days, if any. If worked each day of assignment, crew will be paid for all days worked at the appropriate rate of the assignment.

If not called to work on any day of regular assignment, crew will be paid eight hours, time to begin at advertised departure time and run continuously until expiration of 8 hours, except when advertised departure time is set back as provided in

paragraph (4) of this agreement, the pay will commence at the set back time and, where not called, time will run continuously until expiration of 8 hours.

EXAMPLE 1:

Days of assignment—
Monday - crew used on regular assignment
Tuesday - Crew used on regular assignment
Wednesday - crew not used - paid 8 hours waiting time
Thursday - crew used on regular assignment
Friday - crew not used - paid 8 hours waiting time
Saturday - off day - crew off duty
Sunday - off day - crew off duty

Under this example, crew will be paid not less than the existing minimum daily guarantee of the assignment for each day, except Saturday and Sunday.

EXAMPLE 2:

Days of assignment—
Monday - crew used on regular assignment
Tuesday - crew used on regular assignment
Wednesday - crew not used - paid 8 hours waiting time
Thursday - crew used on regular assignment
Friday - crew not used - paid 8 hours waiting time
Saturday - off day - worked regular assignment
Sunday - off day - crew off duty

Under this example, crew will be paid not less than the existing minimum daily guarantee of the assignment for each day, except Sunday.

EXAMPLE 3:

Advertised departure time	3:00 PM
Crew not notified of set back	
Waiting time begins	3:00 PM
Waiting time ends	11:00 PM

Crew due 8 hours waiting time (3:00 PM to 11:00 PM).

Crew will then be released until next advance departure time. Under these conditions, crew will be allowed not less than the existing minimum daily guarantee of the assignment.

EXAMPLE 4:

Advertised departure time	3:00 PM
Crew notified call set back	2:00 PM
Set back departure time	5:30 PM
Waiting time begins	5:30 PM
Waiting time ends	1:30 PM

Crew due 8 hours waiting time (5:30 PM to 1:30 AM).

Crew then will be released until next advance departure time. Under these conditions, crew will be allowed not less than the existing minimum daily guarantee of the assignment.

Crew will not be called for service trip unless on duty time is 8 hours or less from advertised departure time or set back time.

EXAMPLE 5:

Advertised departure time	3:00 PM
Crew not notified departure time set back	
Waiting time begins	3:00 PM
Waiting time ends	11:00 PM

Crew due 8 hours waiting time (3:00 PM to 11:00 PM).

Crew may be used for service trip - on duty at 11:00 PM. If not used by that time, crew will be released until next advance departure time.

If not notified call will be set back from advertised departure time, crew goes under pay at the advertised departure time and waiting time will continue until crew goes on duty if worked that day.

EXAMPLE 6:

Advertised departure time	3:00 PM
Crew not notified departure time set back	
Waiting time begins	3:00 PM
Crew called for service trip	7:30 PM
On duty - waiting time ends	7:00 PM

Crew due 4 hours (3:00 PM to 7:00 PM) waiting time.

If notified that advertised departure time is set back, crew goes under pay at the set back time and continues under pay until crew goes on duty.

EXAMPLE 7:

Advertised departure time	3:00 PM
Crew notified departure time set back	2:00 PM
Set back departure time	5:30 PM
Waiting time begins	5:30 PM
Crew called for service trip	7:30 PM
On duty - waiting time ends	7:00 PM

Crew due 1½ hours (5:30 PM to 7:00 PM) waiting time.

Crews may be used on off days by prior notice to be given not more than 30 minutes after going off duty on prior work day (prior work day to include where crew may be paid a day not worked). Where such notice is given, crew must protect their regular advertised departure time on such off day. The same conditions as though it were a regular assigned work day will apply.

Crews cannot be used on their assigned off days without giving them notice not more than 30 minutes after going off duty on prior work day (prior work day to include where crew may be paid a day not worked), except at Loyall and Hazard, Kentucky, as provided by paragraph (12) below.

If, after notification to work on off day, crew is not used, crew will be under pay for 8 continuous hours beyond regular advertised departure time or set back time and will then be released until advance departure time of the next assigned work day.

Under these conditions, crew will be allowed not less than the existing minimum daily guarantee of the assignment.

NOTE — It is understood that provisions of subsection (a), paragraphs (1) and (2) of Section (9) also apply to crews assigned under this Section (11).

The following Section (12) applies only at Loyall and Hazard, Kentucky, for use of advertised mine crews on off days where prior notice is not given that crew will be used on off days:

(12) Regular advertised mine crews may be used on off days provided each member of the crew, when called, is agreeable to working the off day. If any member declines to work or is not available

when called, he will not be censured or disciplined. When used on off days, crew will only be called in the same manner as on a regular assigned work day and as provided by Sections (3) and (4) of this agreement.

Under these conditions, if a member of regular crew declines or is not available for work, vacancies of trainmen will be filled from extra board; vacancies of conductor will be filled by using the senior available emergency conductor, whether on trainmen's extra board or assigned as trainman at that point.

MEMORANDUM OF UNDERSTANDING

Throughout negotiations on agreement covering waiting time for assigned crews, it has been the United Transportation Union's position that all runs that can be assigned must be assigned under pay provisions of the agreement but that all runs operated by the carrier do not have to be assigned. It has been the position of the carrier that what runs were to be assigned under pay provisions of the agreement was a matter of negotiation.

Under the above positions, the union and the carrier have reached agreement on the assignment of runs presently operated. There has been detailed discussion of individual runs which resulted in the assignment of certain runs and agreement not to assign certain runs on the various seniority districts.

The runs presently operated that were not assigned were in a category of irregular operation, inability to tie in with a run out of the away-from-home terminal and other valid variables which could not be reconciled.

The last paragraph of Section (1) reads:

> "As additional runs are established on any seniority district, the carrier and United Transportation Union will negotiate their assignments under this agreement."

In implementing the above, it is agreed that when in the judgment of the Local Chairman a run not assigned is operating in a manner that appears that assignment of the run is practicable, the Local Chairman will confer with the Trainmaster on the seniority district involved. The Trainmaster will promptly consider the request. If the Trainmaster does not agree, he will promptly advise the Local Chairman, who, in turn, will appeal to the Superintendent. If the Superintendent does not agree, he will promptly notify the Local Chairman. If the Local Chairman desires to handle further, he will then present the facts to the General Chairman who will handle the case with the Assistant Vice President - Labor Relations. The Labor Relations Officer will confer with the Transportation Department and, where requested by the General Chairman, the top Transportation Officer or his designated representative will confer with the Labor Relations Officer and the General Chairman as to the establishment of such run.

It is understood that negotiations between the Labor Relations and Transportation Officers and the General Chairman will be on the same basis as the negotiations just completed which resulted in the adoption of this waiting time agreement.

In connection with Starting Time Rule where the rule refers to calling employees to deadhead by bus, it is intended they will be instructed to deadhead on the first bus scheduled to depart

after such notification which they have time to catch rather than select a later bus which would unnecessarily delay the crew's departure.

(n) UNIFORM STANDARD TRIP MILEAGE AGREEMENT

It is understood that the uniform standard trip mileage as agreed to in various agreements this date applies to straight-away trip mileage without regard as to the yard or location within the terminal from which the train arrives or departs.

It was also understood that these agreements have no bearing on (1) mileage made pursuant to Article 16 of the Conductors' and Trainmen's Agreements; (2) mileage made on side trips such as mileage spurs and branch lines when notified prior to departure from the terminal that side trips will be made on branch lines; nor (3) any agreement rules governing side trips.

It was further understood (1) that mileage in connection with setting out and/or picking up will not be allowed except where agreements now exist to provide such allowance; and (2) that crews would be allowed mileage in connection with setting out shop or crippled cars which develop in their own trains.

During the discussions establishing uniform standard trip mileage, it was understood that in the event the engine crews enter into an agreement allowing them a greater uniform standard trip mileage than that provided for the train crews, then the head brakeman will be allowed the engine crew's mileage when he accompanies the locomotive to the engine relief point.

It was further understood in such event, that at those terminals where agreements now exist providing for the train crew to be paid the same mileage as engine crews, then the greater uniform standard trip mileage applicable to engine crews would apply to the train crews.

Final Terminal Delay will be computed in accordance with the application and interpretation of the October 31, 1985 National Agreement.

Mobile Division

Between Duval St. Mobile Terminal and Montgomery Terminal	182 miles
Between Montgomery Terminal and Pensacola Terminal	162 miles
Between Pensacola Terminal and Chattahoochee Terminal including A&N Yard	168 miles
Between Pensacola Terminal and Duval St. Mobile Terminal	100 miles
Between Mobile Terminal and New Orleans Terminal France Road	137 miles
Between Flomaton Terminal and Selma Terminal	113 miles
Between Birmingham Terminal and Montgomery Terminal	103 miles

Atlanta Division

Birmingham Terminal to Storage Yard and return to Birmingham Terminal	131 miles

Corbin Division

Between Greater Cincinnati Terminal and Corbin Terminal	194 miles
Between Greater Cincinnati Terminal and Ravenna Terminal	132 miles
Between Corbin Terminal and Ravenna Terminal	118 miles
Between Ravenna Yards and Hazard Terminal	100 miles
Between Calla Yard and Hazard Terminal	104 miles
Ravenna to Lexington and Return to Ravenna	100 miles
Between Corbin Terminal and Knoxville Terminal	104 miles
Between Corbin Terminal and Etowah Terminal	163 miles
Knoxville to Harriman to Knoxville	100 miles
Corbin to Harriman to Corbin	208 miles
Corbin to Bull Run to Corbin	172 miles
Between Corbin Terminal and St. Paul Terminal	165 miles
Between Corbin Terminal and Norton Terminal	139 miles
Corbin to Loyall to Corbin	141 miles
Corbin to Lynch to Corbin	191 miles
Between Louisville Terminal and Greater Cincinnati Terminal	127 miles
Between Louisville Terminal and Ravenna Terminal	137 miles
Decoursey Terminal to Worthville and return	116 miles

Evansville Division

Between Evansville Terminal and Nashville Terminal (moves to or from Wansford or Harwood due additional mileage)	163 miles
Between Atkinson Terminal and Nashville Terminal	117 miles
Between Evansville Terminal and E. St. Louis Terminal (moves to or from Wansford or Harwood due additional mileage)	162 miles
Between Evansville Terminal and Louisville Terminal (moves to or from Wansford-Harwood-East Louisville due additional mileage)	152 miles
Evansville to Woodlawn and Return (moves to or from Wansford-Harwood-Burlington Northern Yards would be due additional miles)	186 miles
Between Louisville Terminal and Doyle (moves to or from East Louisville would be due additional mileage)	111 miles
Between Louisville Terminal and Nashville Terminal (moves to or from East Louisville would be due additional mileage)	187 miles
Between Louisville Terminal and Bowling Green-New Memphis Jct. Yard (moves to or from East Louisville would be due additional mileage)	113 miles
Louisville Terminal to Bowling Green-New Memphis Jct. Yard and return (moves to or from East Louisville would be due additional mileage)	226 miles

Evansville Division — Continued

Nashville Terminal to Bowling Green-New Memphis Jct. Yard and return	149 miles
Between Louisville Terminal and Corbin Terminal	168 miles

Nashville Division

Between Nashville Terminal and Bruceton Terminal	104 miles
Between Memphis Terminal and Bruceton Terminal	134 miles
Between Etowah Terminal and Atlanta Terminal-including Hulsey Yards and excluding Howell Yard)	137 miles
Between Nashville Terminal and Chattanooga Terminal (moves to or from Southern Yards would be due additional mileage)	152 miles
Etowah-Stilesboro-Etowah	200 miles
Between Atlanta Terminal and Chattanooga Terminal (excluding moves to or from Hulsey or Howell Yards)	137 miles
Between Nashville Terminal and 34th Street Birmingham Terminal (additional mileage due when handling engines between Kayne Avenue and Radnor)	201 miles
Between Nashville Terminal and Oakworth Terminal	120 miles
Radnor to Mt. Pleasant-Columbia and return to Radnor	103 miles

(n) BEREAVEMENT LEAVE

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister,

parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner.

ARTICLE 25

ASSIGNMENTS AND POOL SERVICE

Assigned Conductors Losing Their Turn

(a) 1. Regularly assigned employees, who, through Hours of Service Law or other causes, fail to catch their regular run out of terminal, may be used first out in other service to the opposite terminal in order to catch their regular trip or assignment.

Employees in the same class of service will take their turn out of the away-from-home terminal in accordance with their arrival. This rule to be used only when regular assigned employees fail to catch their run out of terminals. In no case will they be paid less than the earnings of the regular assignment.

Maximum and Minimum Mileage

(b) The maximum mileage in all passenger service will be equivalent to 6,500 miles for conductors and 6,000 miles for trainmen per month.

(c) 1. The maximum mileage in chain-gang or irregular freight service will be the equivalent to 4,000 miles per month, and the minimum equivalent to 3,400 miles per month.

2. Crews will not be increased or decreased in number so long as the maximum and minimum obtained in chain-gang or irregular freight service, but will be regulated as may be necessary after each payroll period.

(d) The maximum mileage in all-service paying freight rates, including chain-gang or irregular

freight service, but excluding trainmen's extra board will be the equivalent to 4,000 per miles per month for conductors and 3,800 miles per month for trainmen, when the equivalent is reached before the end of the calendar month, the employee will automatically be relieved at his home terminal. This is not intended to affect the adjustment of crews in chain-gang or irregular freight service, but is intended as a maximum for employees in such service. (Circular K-97, effective July 1, 1946)

(e) Employees working in two or more classes of service during a month will be permitted to earn the highest maximum in the class of service they work.

(f) Conductor's extra boards will be reduced when their earnings fall below the equivalent of 3,200 miles per month. (Circular J-80)

(g) Employees holding runs, which, if filled the entire month, would result in their exceeding the above stipulation, will be permitted when the railroad is able to relieve them, to lay-off or lose time at any time during the month to comply with this rule, provided it is done at one time. If they lay-off a less number of days at one time than is required under this rule, the time laid-off will not apply, and they will be held off the required number of days at the end of the month, in the same manner as they would have been had they not laid-off provided, of course, that the railroad is able to relieve them. Employees deadheading for the purpose of relieving other employees under this rule will not receive deadhead pay for such trips. (Circular JK-7, June 22, 1931)

NOTE — An emergency conductor working as a trainman, when laying-off to comply with the trainmen's maximum mileage limitations, will state whether he is laying-off both as trainmen and conductor, or only as a trainman.

In the event that they lay-off only as a trainman, or do not specify that they are also laying-off as a conductor, they will be considered subject to call for service that they stand to protect as conductor under this agreement. (Circular JK-12, effective November 14, 1933.)

(h) When an employee has made the maximum mileage allowed, he should not be permitted to make an additional trip that month, provided it is practicable to relieve him, and he must make application to lay-off on that account, giving notice in advance of the last trip to be made where it is practicable to do so.

Should an employee make an additional trip or trips during any month after having made the maximum mileage allowable, either as a result of his failure to lay-off. or on account of the company's inability to relieve him, he will be held off a sufficient number of trips the following month necessary to absorb the excess as soon as possible after the failure is detected and a relief man is available. (Circular JK-7, June 22, 1931)

The maximum mileage for conductor's and trainmen performing service both as conductor and trainmen in the same month will be the equivalent of 3,800 miles at conductor's through-freight rate. A conductor or trainman exceeding this maximum will be held off a sufficient number of days in the following month to absorb the excess, provided the railroad is able to relieve him.

NOTE — This rule does not increase the maximum mileage allowable for either class in any one month.

A man deadheading for the purpose of relieving another man as a result of this agreement will not receive deadhead pay for such trips.

It is understood that any previous understandings relative to the company not being penalized in connection with the mileage regulation rules of the Conductors' and Trainmen's Agreements also apply in regulating mileage under this agreement.

(i) 1. Road-Trainmen's extra boards will be adjusted on the following basis:

Maximum 2,900 or equivalent per month.
Minimum 2,500 miles or equivalent per month.
Adjust to 2,700 miles or equivalent.

Yardmen's extra board will be adjusted on the following basis:

Maximum 22 days or equivalent per month.
Minimum 20 days or equivalent per month.
Adjust to 20 days per month.

2. In the application of agreement rules governing the adjustment of extra boards on the various districts, it is intended that they will be applied in a realistic fashion and, when properly adjusted, the boards are expected to provide an adequate supply of extra employees to fill all vacancies and to permit those assigned to the board to make reasonable earnings. When it develops between checking periods that the number of employees assigned to an extra board is not sufficient to fill the vacancies protected by that board, the local chairman or his representative (vice-chairman, secretary or local representative) will be notified and the situation explained prior to increasing the number of employees on the board. When it develops between checking periods that the number of employees assigned to the extra board exceeds that needed to fill vacancies and provide reasonable earnings to the extra employees, the local chairman or his representative will make a request on a designated local official and the board will be reduced as requested.

3. Local Chairmen in each district will be furnished a statement of equivalent straight-time miles earned by employees represented by them on a semi-monthly basis.

   This semi-monthly report will be in lieu of all other mileage or earning reports now being furnished the committee.

   The application of this agreement on each division will be policed by the local chairmen, the trainmaster to cooperate with them in carrying it out. If the individual is assigned to a permanent position as conductor, to a temporary vacancy as conductor, or to a conductor's extra pool on the last day of the month in which the maximum for combined service is exceeded, the local chairmen of the conductors will police the adjustment, otherwise the local chairmen of the trainmen will do so.

(j) A junior trainman holding a regular or temporary vacancy on an outlying run, who is due to be cut off account reduction in the board, should be relieved by the extra employee standing first out at the time of deadheading, and if it is a regular position it should be advertised. The extra employee deadheaded to the outlying run should be allowed deadhead pay. The junior trainman so relieved is not entitled to deadhead pay for returning to his home terminal as he has no position to go to. (Circular K-23, January 9, 1931).

   When crews are taken off, either road or yard, the same number of employees will be taken off the extra board as were forced back to the extra board by such crews being taken off.

   When crews are put on, either road or yard, the same number of employees will be called back to the extra board as are taken therefrom to man the additional crews.

The foregoing also applies when an individual road trainman or yardman moves from the extra board to a permanent position or from a permanent position to the extra board when such move would result in a decrease or an increase in the number of employees on the extra board. However, no one will be added to or cut off the extra board because an individual extra employee moves to or from a temporary vacancy.

In applying the provisions of this understanding in yards working under Section (d) of Article 46, when crews are put on, or when new positions are created or permanent vacancies occur for individual yardmen which will decrease the number of employees on the extra board if the employees are assigned, the same number of employees will be called back to the extra board as are required to man such crews or positions regardless of whether employees are regular assigned thereto or they are worked first-in-first-out from the extra board.

The above may be deviated from only when local officials and local chairmen agree that conditions justify (Circular K-139, April 2, 1953).

(k) 1. In the event of a reduction of forces, road trainmen and yard trainmen will be cut off or set back, beginning at the foot of the list and working up, junior employees going back through the channel through which they entered the service.

2. Trainmen relieved from the service under this article will retain their seniority. When the service demands the employment of additional employees, the privilege of re-entering the service as trainmen will be given in accordance with their seniority standing. The failure of a cut off employee to report on notice of fifteen days will forfeit his seniority standing.

3. Trainmen will be required to file their names and addresses and any changes therein, with proper officials.

NOTE — When a cut-off trainman is recalled and reports within fifteen days, as provided in this agreement and is accepted, he should be permitted, upon request, to displace any junior trainman who may be holding a regular position. (Circular K-85, July 25, 1942.)

(l) 1. Trainmen living at the home terminal who have been cut off on account of reduction in force and who desire to be called for emergency service, when no extra trainmen in their respective seniority district are available, will file written notice this effect with the Trainmaster, and after filing notice they will be subject to call, and to call rules for such service, until the notice is cancelled.

2. The senior employee cut off who files application will be used in preference to other employees cut off.

3. He will only be used for one round trip, unless he is needed for a following trip, account no extra employee available. If necessary to deadhead to an outlying point, he will be relieved promptly as soon as the extra employee becomes available.

ARTICLE 26

SENIORITY AND FILLING VACANCIES

(a) 1. The seniority rights and standing of a trainmen shall begin on the date and hour employed, and will be attached to the division or yard where they are employed.

UNDERSTANDINGS

The seniority of trainmen or yardmen, employed on or after January 1, 1943, will date from the date of first compensation as trainman or yardman. (Circular K-86, December 3, 1942)

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

An employee who has been accepted for employment in accordance with the above paragraph 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. (From August 27, 1978 National Agreement).

3. **Termination of Seniority**

The seniority of any employee whose seniority in train or engine service is established on or after November 1, 1985 and who is furloughed for 365 consecutive days will be terminated if such employee has less than three years of seniority. (From October 31, 1985, UTU National Agreement XII).

RETIREMENT

Beginning as of January 1, 1952, all employees who reach their 70th birthday during the first 6 months of the year (January 1 to June 30) will be allowed until July 1 of that year to retire from active service, while those who attain their 70th

birthday during the last 6 months of the year (July 1, to December 31) will be allowed until January 1 of the following year. (Conductors — Circular J-52, effective January 1, 1950, Trainmen and Yardmen — Circular K-131, effective January 1, 1952)

4. **Rate Progression - New Hires**

   In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in train or engine service is established after November 1, 1985 will be 75% of the rate for present employees and will increase in increments of 5 percentage points for each year of active service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty. (From October 31, 1985 UTU National Agreement, Article IV, Section 6)

5. Seniority of conductors will date from the day of examination, employment or re-employment on their respective Seniority Districts. Effective February 29, 1976, conductors will not be permitted to relinquish their seniority as conductor either in passenger or freight service.

6. Employees who are promoted to Yardmaster or appointed to official positions with Seaboard System Railroad, The Chessie System (CSX Lines) or United Transportation Union will not be required to obtain leaves of absence, and shall retain and continue to accumulate seniority.

7. Conductors will continue to be in charge and used on all trains as required by agreements in effect on June 30, 1969, with the United Transportation Union-Conductors.

(b) 1. The rights to runs, positions, and promotions will be in accordance with seniority, ability and fitness. The rights to promotion to the position of freight Conductor or Yard Foreman will be in accordance with seniority, fitness and ability; the senior qualified trainmen will be given preference accordingly.

2. The line of promotion in road service will be from Baggage Master, Flagman, or Brakeman to Freight Conductor. In yard service the line of promotion will be from Switchman to Foreman.

3. Trainmen-Yardmen employed after February 29, 1976, must accept promotion to Conductor-Foreman when offered after having completed two years of actual service from their original seniority date, which cannot be relinquished. The offer of promotion will be made prior to completing three years actual service from original seniority date. Trainmen-Yardmen refusing to accept promotion will be considered out-of-service and will forfeit all seniority.

Trainmen-Yardmen who fail such examination will be given an opportunity to take a second examination by making request within ninety days of having failed the first examination. During the second examination, the employee may be represented by the local chairman or a fellow employee provided the fellow employee is a qualified Conductor-Foreman.

Failing to pass the second examination, the employee will be given a third examination within ninety days from notification of failing to pass the second examination. The third examination will be given by a Company officer other than the officer who examined the employee in the first two examinations and the employee may be represented by the General Chairman or a fellow employee provided the fellow employee is a qualified Conductor-Foreman.

Passing the examination on either the second or third opportunity, the employee will retain his seniority rank as Conductor-Foreman in the same position as if he had passed the examination when first given. Failure to pass the third promotional examination will result in his removal from service, forfeiting all seniority.

(c) Trainmen may be temporarily transferred from the division upon which they are employed when the business of the railroad demands, without losing their seniority rights.

UNDERSTANDING

Trainmen transferring temporarily will not establish seniority on the district to which transferred. Those who later request permanent transfer will forfeit their seniority on their home district and establish seniority on the district to which transferred as of the date of their request on the Trainmaster for permanent transfer. (File K-327-12, July 8, 1941)

(d) 1. Employees leaving the service of the railroad of their own accord will forfeit their seniority standing. Employees, who may have been discharged and appeal from discipline within a period of thirty days from the time of such discharge, will retain their seniority rights if reinstated later.

2. Employees leaving the service of the railroad will, upon request, be given a service letter signed by Trainmaster and approved by Superintendent, which will show time of employment and time of leaving.

(e) A seniority roster of road conductors and road trainmen, and a seniority roster of yard foreman and yard trainmen will be placed on the bulletin boards at terminals and yards which will show the

names and dates trainmen were employed. Such rosters will be posted not later than January 1, and thereafter revised annually. A limitation of twelve months is hereby fixed for employees to appeal from the seniority rating shown on the seniority roster. General and local chairmen will be furnished copies of the seniority roster.

(f) 1. When a new run or position is created or a permanent vacancy occurs, including chain-gang or work train service, it will be advertised on bulletin boards for a period of five days, and at the expiration of that time, it will be given to the senior employee making written application therefor in accordance with Section (b)1.

NOTE — All advertising bulletins shall expire at 9:00 AM except on Saturdays, Sundays and holidays. The expiration date shall be determined by adding five to the date of issue; and advertisement issued on the 10th shall expire on the 15th, unless 15th be a Saturday, Sunday or holiday, in which event the bulletin shall expire on the 16th. If the 16th should likewise be on Saturday, Sunday or holiday, the bulletin shall expire on the next work day that is not Saturday, Sunday or a holiday.

2. Vacancies pending advertisement by bulletin will be filled by extra employees first-in-first-out, except as provided in Sections (f)7 and (h).

3. When a permanent vacancy or a new position for a conductor is advertised in freight service and no bids are received, the junior emergency conductor in road service will be assigned.

4. When a permanent vacancy or a new position for a trainman is advertised in freight service and no bids are received, the junior trainman on the road trainman's extra board will be assigned.

5. The junior emergency conductor or junior trainman assigned as a result of no bids received, may give up regular assignments when a junior emergency conductor or a junior trainman becomes available. A junior emergency conductor or junior trainman assigned under this rule, when giving up the regular assignment, will have displacements rights and the junior emergency conductor or junior trainman that became available will be assigned to the vacancy or position.

UNDERSTANDING

In the event a trainman or conductor is the successful bidder for a new run or position, a run readvertised under the provisions of Section (f)1 of Article 26, or an advertised permanent vacancy, and he can make another trip on the run or position he has been holding and be available for the run or position he has bid in on his first trip after assignment is made, he will be permitted to do so.

NOTE — In determining availability to protect a run or position bid in on its first trip out after assignment is made, in the case of an employee in chain-gang service, the possibility of the crew catching turnaround, work-train, or wrecker service out of the away-from-home terminal will not be considered. (Circular K-135, dated April 22, 1952)

Extra employees bidding in regular assignments will be removed from the extra board at the time they are assigned to regular positions.

6. **CIRCULAR JK-18**

The question has arisen as to the matter of our trainmen who are in the armed forces, or may

hereafter be inducted into the armed forces, standing for promotion to conductorships during their absence.

It is clearly the intention of the Selective Service Training Act passed by Congress to preserve to an employee the right to be restored to the position held by him at the time of induction, or to one of like seniority status and pay unless the employers circumstances have so changed as to make that impossible. And with this in mind, it is intended that in the event any of our trainmen in the armed forces stand for a promotion to conductorship during their absence, they're to have those rights restored to them upon return to our service, if qualified, taking their turn as conductors in accordance with their standing on the seniority roster.

CIRCULAR JK-26

Question has been raised concerning the seniority standing of trainmen returning from the armed forces who are not qualified as conductors at the time, in the circumstances of junior trainmen having been promoted to conductors while they were absent or before they qualify as conductors.

It has been agreed with the Conductors and Trainmen that such trainmen will take their turn on the conductor's seniority roster in accordance with their relative position on the trainmen's seniority roster, ahead of junior trainmen who were promoted to conductors in the circumstances cited, provided they qualify as conductors within 2 years after the date of their return to service from the armed forces.

7. Conductors-Trainmen working on outlying points who do not have access to bulletin boards will be furnished a copy of all such bulletins. It is necessary that the copy of the bulletin be addressed to each individual member of the crew, but a copy should be sent to the conductor for the benefit of the entire crew.

8. Conductors-Trainmen displaced on account of reduction of crews of other causes will be permitted to exercise their seniority rights to any run held by a junior conductor-trainman, but must select a permanent position before they will be permitted to perform extra work, including emergency conductor service. Section (n) and (o) to govern passenger service. A displaced conductor-trainman who lays off will not be permitted to exercise seniority until he reports for duty.

8(a) Road Conductors-Trainmen displaced from regular assignment or job will not be allowed to select another assignment or job within less than five and one-half hours of the advertised departure time of the job being selected. Road Conductors-Trainmen displaced from a turn or position in a pool may exercise displacement privileges at any time prior to actual call of the Conductor-Trainman being displaced.

9. When established runs are changed to operate out of different terminals, schedules changed 4 hours or more, compensation increased or decreased as much as two minimum days' pay or more per month, or layover of such runs changed, they will be considered new runs and advertised as such; trainman may remain upon run until the expiration of the advertisement and an assignment is made. This does not apply to outlying branch line runs where it is the practice to make summer or winter changes in timetables.

NOTE — Conductors and trainmen assigned to and remaining on the assignments during the period of advertisement desiring any of such assignments must file written application for same.

10. Conductors or trainmen who are away on leave of absence, vacation or laying off for any reasons during the entire period that runs, positions or vacancies are under advertisement, on written application within three days following their return to work, will be permitted to exercise their seniority to such runs, positions or vacancies.

(g) Left blank intentionally.

(h) **Giving Up Regular Assignment**

1. Conductors or trainmen may give up a regular assignment and exercise their seniority to chain-gang service displacing **any** junior conductor, flagman or brakeman in that service.

2. Under this rule, an employee desiring to give up a run will give notice to his trainmaster, in writing, which cannot be withdrawn and his run will then be promptly bulletined. He will remain upon it until the expiration of the advertisement and the assignment is made; in other words, he is not to leave his run until relieved in accordance with the requirements of this rule.

NOTE — Employees making request must have been assigned to the position that they are relinquishing for at least ten days at the time written request is made.

INTERPRETATION

1. Under this section, employees shall have the right to give up their run and exercise their seniority to either chain-gang service or to the home terminal extra board, subject to the provisions of Paragraph 2. (Circular K-5, June 5, 1929)

2. When a conductor or trainman gives written notice to the Trainmaster that he desires to give up his regular run, and after such run is advertised, it is found that he is not entitled to chain-gang service or the home terminal extra board by reason of his seniority, he is privileged to either bid back in the run he gave up or he will be permitted to displace any junior conductor or trainman from any extra board on the division, but will not be permitted to displace any employee from a regular assignment (other than a regularly assigned extra board). (Circular K-32, March 2, 1932)

3. Conductor or trainman giving up a regular assignment to exercise his seniority to chain-gang service or to home terminal extra board, should be relieved of the run he is holding promptly on his arrival at his relief point after the expiration of the bulletin, regardless of whether the successful applicant for the position is available. (Circular K-24, March 27, 1931)

4. Conductor or trainman giving up a regular assignment, as provided in this section, who is the successful applicant for another regular position while his position is under advertisement, should be assigned to the position which he has bid in and the run which he is giving up should be filled by an extra conductor or trainman in accordance with Paragraph 2, Section (g) of Article 26 pending expiration of the bulletin advertising his vacancy on that run. (Circular K-14, April 15, 1930)

5. A conductor or trainman assigned to a regular run, which does not carry a guarantee, will be privileged to exercise displacement rights when his assignment is discontinued for one day or more. (File KY-265, K-364-2, March 1, 1928)

6. Vacancies on conductors' extra boards will be filled by assigning junior emergency freight conductors, unless senior emergency conductors have made written application to the proper officer for such extra board.

(i) 1. Vacancies in conductors and trainmen extra boards at other than the established home terminal will be advertised in the same manner as regular assigned service. This shall not be construed to permit the company to establish extra boards at points where they are not now located.

2. When service is advertised and no bids received, the junior extra trainman will be assigned.

3. Extra trainmen, catching a vacancy of less than 30 days on a run operating from points at which no extra board is located, will fill such vacancy until the regular trainman reports or until a trainman has been assigned by application as per paragraph 5, Article 26(k)4. (Award 6918 N.R.A.B.)

(j) 1. On divisions where a pool of extra freight conductors is maintained, such pools will be maintained at designated points as agreed upon, and will protect all extra freight service.

2. Vacancies of conductor extra boards will be filled by assigning junior emergency conductors, unless senior emergency conductors have made written application to the proper officer for such extra board.

3. Extra freight service out of points where conductor extra boards are located will be protected by conductors of such boards who will be used in turn, first-in first-out; where there is not an extra pool conductor available, the senior emergency freight conductor available each time the run or service is due out, will be called.

UNDERSTANDING

The departing time as well as the arrival time at the terminal is to be considered in the first-in first-out handling.

To illustrate that the departing time applies, the third paragraph of Section J, Article 26, refers to the time that the service is due out; also, the second paragraph, Section K, the same article refers to the man available at the time the train is called to depart.

This principal also applies to crews deadheading as covered by the second paragraph of Section (a), Article 24. (File CV-431, K-347-4)

(k) 1. Extra freight service at away-from-home terminals and at outlying points will be protected by the extra freight pool conductor standing first out in the extra freight pool that stands to protect the service at the time the train departs upon which he deadheads.

2. Where there is a vacancy at an away-from-home terminal, or at an outlying point and no extra pool conductor is available, the senior emergency freight conductor (located where the vacancy occurred) available at the time train is called to depart, will be used.

UNDERSTANDING OF DECEMBER 21, 1953

An extra trainman, holding seniority as conductor, deadheaded to an outlying point or an away-from-home terminal for service as trainman will be considered available for service as conductor in accordance with the provisions of Section (j), Article 26 of this Agreement, for calls placed following his reporting to the calling forces after

his arrival, that he holds seniority as conductor. (File J-364-26-K)

3. When there is no emergency freight conductor available at the away-from-home terminal or at an outlying point, the senior emergency freight conductor available at the home terminal at the time train departs on which he is due to deadhead will be used.

UNDERSTANDING OF OCTOBER 16, 1936

1. Under circumstances of needing an engine that is attached to a train beyond the assigned territory of that train to make a movement to go to the assistance of another train or the relief of another engine, the senior emergency conductor available at the outlying point will be used.

2. If the movement is to be made within the assigned territory of the conductor in charge of the train he will be used. This paragraph does not apply out of terminals.

In the circumstances of needing an engine that is attached to a train to go to the assistance of another train or the relief of another engine within the assigned territory of the conductor in charge of the train, the regular conductor will be used if the crew has gone on duty, while the senior emergency conductor available at the outlying point will be used if the crew has not gone on duty. (File J-163.3)

4. Emergency freight conductors used under this section at outlying points will remain on the run until the regular conductor returns or until the run is filled as a permanent vacancy; except that they may, upon application, be relieved by an extra conductor, or by a senior emergency conductor

(located at that point) after they have made one round trip; when used from an away-from-home terminal, he will be relieved upon reaching the home terminal.

CIRCULAR J-27

If a conductor on the freight extra board is filling a vacancy at an outlying point at the time he is cut off as conductor, he will remain on the vacancy until displaced from it as provided for in paragraph 4, Section (k), Article 26.

NOTE — It is understood that Cincinnati comes within the Cincinnati Terminals as a whole; St. Louis comes within the East St. Louis Terminals, and other passenger terminals, where they are apart from freight terminals, in the same manner.

When a conductor or trainman has been off 30 days, the position will be advertised as a permanent vacancy and upon the conductor or trainman's return to service he will be permitted to exercise displacement rights.

Where it is known that a conductor or trainman's vacancy will exist for 30 days or where a vacancy has existed for 30 days, it will be advertised as a permanent vacancy on bulletin boards for 5 days, after which the senior conductor or trainman making written application will be assigned.

NOTE — Time off on vacation not to be considered in application of the above.

UNDERSTANDING OF MARCH 13, 1928

In order to eliminate the possibility of misunderstanding in the future in connection with the

applications made by conductors, trainmen and yardmen, to exercise displacement rights, they will, in the future, when making application in person at an office where such matters are handled, or by message, do so in writing.

When application is made over telephone, the party receiving it should repeat to the sender, both cooperating with each other to prevent any misunderstanding, and proper record should be made showing the time and date request was filed. (File Sys. 12-1/2, K-364)

(l) **WORK TRAIN SERVICE**

1. When it is known in advance that a work train will be needed for as many as 6 days or when a work train has been in service for as many as 6 days, it will be advertised for 5 days.

2. When necessary to run a temporary work train out of a terminal from which chain-gang crews operate, whether only for a few days or pending assignment by bulletin, the chain-gang crew standing first out each time call is made will be used; except that this will not apply at terminals where it has been agreed that extra service out of such points will be manned by other than chain-gang crews; provided there are sufficient employees available to make up a crew; when there are not sufficient employees available to make up a crew, a chain-gang crew may be used. Listed below is an outline for use in calling temporary work trains, work trains pending assignment (including Sperry Rail Detector Car) and wreck train service; temporary work trains, work trains pending assignment by bulletin, Sperry Rail Detector car, wrecker and wrecker relief crews are protected in the following manner:

	WORK TRAIN SERVICE		WRECKER SERVICE			
			To handle Wrecker		Wrecker relief due to Hours of Service	
Seniority District	Extra Conductors and Trainmen	Chain-gang Pool Freight Crews	Chain Gang	Extra Made up	Chain Gang	Extra Made up
MAIN STEM 1st	X		X			X
MAIN STEM 2nd	X		X			X
LEBANON BRANCH		X	X			X
MEMPHIS LINE		X	X			X
KENTUCKY	X			X		X
KENTUCKY (from Corbin)			X			X
LCL		X	X			X
EASTERN KENTUCKY	X(LF)	X(LL)				
A. Main line blocked			X			X
B. Main line not blocked				X		X
CUMBERLAND VALLEY	X(L)	X(C)	X		X	
KNOXVILLE		X	X		X	
ATLANTA	X		X		X	
LH&STL	X			X		X
HENDERSON		X	X			X
ST. LOUIS		X	X			X
N&D		X	X			X
S&NA NORTH		X	X			X
If more than 16 hours			X		X	
S&NA SOUTH		X	X			X
If more than 16 hours			X		X	
ALABAMA MINERAL		X	X			X
If more than 16 hours			X		X	
BIRMINGHAM MINERAL		X	X			X
If more than 16 hours			X		X	
M&M		X	X		X	
NO&M		X	X		X	
PENSACOLA	X(S)	X(W)		X		X

CODES:
(S) Sperry Rail Detector Car
(W) Work trains
(L) Work trains originating Loyall
(C) Work trains originating Corbin
(LL) Work trains between Louisville and Lexington
(LF) Work trains between Lexington and Fleming

3. When it is known in advance that conductors and/or trainmen called for temporary work train service will be tied-up at an intermediate point, they will, insofar as possible, be notified as to the approximate number of days they will be out, in order that they can make their arrangements accordingly.

4. When a chain-gang crew in temporary work train service is not to be used on Sunday, the crew and caboose will be run or deadheaded into the division terminal, or to an away-from-home terminal, on Saturday night and they will take their turn on the board at that point.

5. It is understood that Section (f), Article 4, will also apply to conductors and trainmen in temporary work train service.

(m) Where there is more than one pool of chain-gang crews on one division employees in one pool, desiring to go to another, will so notify their trainmaster, advising whether they desire position as brakeman, flagman or conductor after which they will be assigned to the first vacancy or additional crew, providing their seniority entitled them to such service.

(n) **TRAINMEN-PASSENGER SERVICE**

1. On divisions where extra passenger service is sufficient to justify, a pool of extra passenger men may be established by advertising for the necessary number of employees, and the senior employees, making application, will be assigned to and protect extra passenger service exclusively, first-in first-out, with the understanding that such pools will be limited so as to enable the employees therein to make equivalent to 4,000 miles per month.

2. A pool of emergency passenger trainmen may be established by advertisement, the senior trainmen making application and qualifying to be assigned who will protect extra passenger service when there are no extra passenger trainmen available. When necessary to use an emergency trainman, the senior emergency trainman available at the time call is made will be used, and will protect

the vacancy until relieved by the regular employee, or until it is filled in accordance with Sections (a) and (s), or he may be relieved by an extra passenger trainman after making one round trip.

INTERPRETATION:

1. When a trainman has been displaced, making it necessary to go to the home terminal, he may, after placing himself, in accordance with first paragraph of Section (p), upon written application, and after being equipped with uniforms and qualified, be added to the emergency passenger pool, thus enlarging the pool. (Circular K-20, September 9, 1930)

2. Question: Does an emergency passenger trainman entirely lose his status as such when he bids in a regular passenger run or a "gouge" passenger job?

   Answer: Yes.

   Question: Is a trainman who surrenders, or is displaced from, a regular passenger run entitled to be assigned to the emergency passenger pool when his seniority entitles him to a regular passenger job but he elects to take freight service?

   Answer: Yes. (Circular K-37, September 12, 1932)

3. When an emergency passenger trainman catches a vacancy and performs service on a regular passenger run, and is then used in other service or lays off, and another emergency passenger trainman is used on the vacancy, the last employee catching the run should remain thereon until relieved in accordance with the second paragraph of Section (l), Article 26, (Circular K-9, August 22, 1929) (Also see Circular K-50, October 20, 1934)

(o) CONDUCTOR'S PASSENGER SERVICE

1. On divisions where extra passenger service is sufficient to justify, a pool of extra passenger conductors may be established by advertising for the necessary number of employees, and the senior qualified employee or employees making application will be assigned to and protect extra passenger service exclusively, first-in first-out, with the understanding that such pools will be reduced or abolished when the employee or employees fail to make the equivalent of 4,050 miles per month.

2. A sufficient number of emergency passenger conductors will be qualified to perform emergency passenger work. When necessary to use an emergency passenger conductor, the senior emergency passenger conductor available at the time call is made for each trip out of the home terminal will be used until the senior emergency passenger conductor catches the run; the senior emergency passenger conductor will then continue to fill the vacancy until relieved by the regular conductor, or by an extra passenger conductor, or until the run is advertised as a permanent vacancy. Should an emergency passenger conductor catch a run out of an outlying point, he will hold such vacancy until relieved by the regular conductor, or until the run is advertised and filled as a permanent vacancy and assignment is made, except that upon application he may be relieved by an extra passenger conductor after making one round trip.

CIRCULAR J-82

When the SENIOR emergency passenger conductor catches a vacancy on a passenger run and lays off, after making one or more trips, for any reason, will, when reporting, be used on his

regular assignment provided his regular assignment is called to depart prior to the departure time of the passenger run.

NOTE 1 — Under this rule, if the senior emergency passenger conductor is absent, or is assigned to a temporary vacancy, the next senior qualified conductor will be considered the senior emergency passenger conductor. The senior emergency passenger conductor as mentioned in this rule refers only to the senior emergency passenger conductor (to the senior emergency passenger conductor available). When the senior emergency passenger conductor is absent, or is filling a vacancy on a run operating out of an outlying point the next senior conductor working out of the same terminal becomes the senior emergency passenger conductor and is entitled to hold the run in accordance with the provisions of this rule.

NOTE 2 — When necessary to qualify additional passenger conductors, a letter to that effect should be addressed to the senior conductors who are not qualified passenger conductors (except those barred from passenger service), including those working out of outlying points, those who failed to pass in a previous class and those who previously surrendered emergency passenger work, giving them ten days notice in which to say whether or not they desire to qualify. These letters should be addressed to as many conductors as considered necessary with a view to securing a sufficient number of applicants to provide the number wanted.

Any conductor invited who fails to reply or accept within the ten day period will not be considered in the class to be qualified at that particular time. Any conductor who fails to complete

his qualification within sixty days from the expiration of the ten day period will be dropped from the class qualifying at that time.

A conductor shall not, however, be deprived of his rights to qualify because of any failure to take his examination by reason of sickness, or any other proper leave of absence, provided that within ten days after he reports he makes application and qualifies within sixty days.

"Qualified" as mentioned herein means having made the necessary round trips on a main line passenger train to learn passenger work; passing required examination on rules and regulations pertaining to passenger service; being equipped with regulation uniform, ticket punch, tariffs, etc., and learning the road when necessary.

Passenger conductors who do not make a trip in passenger service within one year may be required to pass examination on rules and regulations pertaining to passenger service. If they fail to pass the examination within thirty days after date of notice of its requirement, they may thereafter be held out of passenger service until they have passed the examination.

Conductors who withdraw from passenger service cannot re-enter passenger service until a call is made for a class of additional passenger conductors, and then only if they make application and their seniority entitles them to enter that class. If less than one year elapses between the time they withdraw and the time they re-enter, they must pass required examination on rules and regulations pertaining to passenger service. If one year or more elapses they shall be required to requalify and if necessary to relearn the road on other than their home division. Article 17 will not apply. (Circular J-31)

UNDERSTANDING OF SEPTEMBER 17, 1926

Under circumstances where it is necessary to call two emergency passenger conductors - one to run the train and the other to deadhead on the same train - the senior emergency passenger conductor available should be deadheaded, and the next senior emergency passenger conductor available should be used to man the train.

CIRCULAR J-14

Effective at once, a conductor who is off on account of maximum earnings in freight service and who is an emergency passenger conductor, should be used in accordance with his seniority to protect emergency passenger service up to the passenger mileage maximum.

CIRCULAR J-25

Emergency passenger conductors, used on extra passenger trains or additional sections of regular passenger trains, or as additional men on regular passenger trains, into and/or out of away-from-home terminals for pool freight crews, on their own seniority district, when paid on straight-away basis, will be called first-in first-out of such away-from-home terminal for pool freight crews, as between themselves and with extra passenger conductors.

Emergency passenger conductors, used in inter-divisional passenger service as provided for in Sections (b) and (d) of Article 28, will be called first-in first-out as between themselves and within extra passenger conductors from their own seniority district, in return movements provided for in Sections (c) and (d) of Article 28. When all emergency or extra passenger conductors are not needed for return movements, they will be called for service or deadheading on first-in first-out basis.

When two employees are called for the same train, one to handle the train, the other to deadhead, the employee first out will deadhead and the other will handle the train.

Extra and emergency passenger conductors, used in interdivisional passenger service in accordance with Sections (b) and (d) Article 28, will be called for return service provided for in Sections (c) and (d) of Article 28 first out ahead of conductors from the division upon which the return service originates.

EXCEPTION — Conductors who do not have full rest will not stand first out for service unless they have ample time to make the return trip without the possibility of having to be relieved on the line-of-road to avoid violation of the Hours of Service Law.

CIRCULAR J-61

Effective July 1, 1953, a conductor who hereafter fails to accept promotion to passenger conductor in his turn, or who fails to qualify, will if he is thereafter promoted to passenger service, establish seniority as a passenger conductor as of the date he is promoted to passenger service.

ARTICLE 27

LEAVE OF ABSENCE

(a) Employees may be given a leave of absence for 60 days and after such leave is given and the employee does not report for duty on or before the date of expiration of the leave of absence, he will forfeit his seniority standing. Another leave of absence will not be given within 30 days of the expiration of the former leave of absence. In the case of sickness, an indefinite leave of absence may be granted.

(b) When an employee has been disqualified and removed from the service as a result of physical deficiencies and thereafter presents written report from a reputable physician who disagrees with the findings and opinion of the company's examining physician, he will on his or his representative's request be afforded further examination.

Carrier may have the employee re-examined by its physician or a specialist of its choice in view of the additional medical evidence. If it is still felt that responsibility cannot be accepted for restoring the employee to active service, the company physician and the employee's personal physician will agree on a neutral physician. The neutral physician will be authorized to make a thorough physical examination of the employee concerned, including X-rays, laboratory or any other test he deems necessary. Both doctors will be privileged to furnish the neutral physician with their records and reasons for their opinions.

The neutral physician will promptly submit results of physical examination to the carrier and the employee or his representative. His decision as to whether the employee should be restored to service will be binding on all parties. The carrier will, within five days, return the employee to service, after receiving certification from the neutral physician that the employee concerned is qualified for work.

Expenses involved in the application of the agreement will be handled by the company paying its physician, the employee paying the physician of his choice, and all fees, expenses or monies due or incurred by the neutral physician being shared equally by the company and the organization.

Where the neutral physician agrees with the company position that the employee is physically disqualified, the employee may, when it is considered his physical condition warrants, again invoke the procedures outlined hereinbefore, except that he shall not do so earlier than six months after the decision of the neutral physician has been rendered. The neutral physician originally agreed upon will be used to make the re-examination, if available. If not, the company physician and the employee's personal physician will agree on another neutral physician.

CIRCULAR K-149,

November 23, 1954

1. (a) Trainmen recalled to service, whose seniority only entitles them to extra or irregular work, or to fill positions known to be of a temporary nature, may, where conditions of the service permit, be granted leaves of absence not to exceed ninety days for the purpose of engaging in other employment or business, provided there are junior trainmen on the seniority roster who desire to and will protect the service without penalty to the company.

   (b) Each request for leave under 1(a) above will be submitted to the Director of Labor Relations, with explanation as to the service the trainman in question stands for, and whether or not there are junior trainmen willing to protect such service. The concurrence of the General Chairman will be secured in each case before leave is authorized.

   (c) Any requests for extensions of leaves granted under this section 1 will be handled in the same manner as the original request was handled.

2. (a) In the event leave of absence is granted a trainman under section 1 above, and the demands of

the service cannot be met without employing new men, or without penalty to the company, the leave of absence may be cancelled and the employee on leave required to relinquish his outside employment and return to service not later than ten days from date of written notice. In the event trainmen fail to report for duty before expiration of the time limit provided in this section, their names will be taken from the seniority roster. Trainmen recalled under this section who report and work one or more days, then lay off to protect other employment, will not be considered as having reported for duty within the time limit and meaning of this section.

(b) Trainmen will be required to return to service under this section 2 in order of their seniority standing.

(c) Trainmen granted leave under this agreement will be required to keep their current address on file with the proper official.

3. It is recognized that it is not the policy of the company to grant any employee leave of absence to engage in other employment when that employee's seniority entitled him to work with reasonable regularity. When it becomes apparent that conditions have changed to the extent that trainmen on leave under this agreement are entitled to work with reasonable regularity, their leaves will not be renewed and they will be required to relinquish their outside employment and protect the service they stand for as trainmen.

NOTE — This section 3 does not apply to trainmen holding official positions with the railroad or the brotherhood, or on leave filling public office.

ARTICLE 28

(a) INTERDIVISIONAL RUNS

1. When employees are on runs that extend over more than one division, the number of employees on such runs will be furnished by each division in proportion to the number of miles made on each division.

2. Where an emergency vacancy occurs upon a regular interdivisional run without sufficient notice to obtain trainmen from the division manning the run, the vacancy will be filled by employees standing for passenger service upon the division upon which the run starts, immediate arrangements being made for filling the vacancy by the division to which it belongs.

3. Employees filling vacancies as covered by Section (b) may be used to protect extra sections of passenger trains returning to their original starting points, with the understanding that if held for such service, the time will begin at the expiration of 16 hours from the time of relief from previous service, and paid upon the minute basis, at pro rata rates, for the service for which they are held, up to the time of going on duty.

4. Additional sections of interdivisional passenger trains, system official or inspection trains, will be manned by the division upon which the extra service originates, and such employees may be used in return service, with the understanding that if held for such service, their time will begin at the expiration of 16 hours from the time of relief from previous service, and paid upon the minute basis, at pro rata rates, for the service for which they are held, up to the time of going on duty, it being understood that system official or inspection trains may be run over the same territory as established interdivisional passenger service.

5. A record of all additional service will be kept and counted in adjustments between divisions, as provided in the Agreement.

(b) INTERDIVISIONAL SERVICE

(Derived from Jan. 27, 1972 National Agreement)

Existing Service

It is agreed that the Interdivisional Service on the attached list will be considered as being in effect at this time and operated under the terms of the agreement shown for each territory.

Additional runs may be added to the service between the points shown and will be covered by the terms of the agreement covering the existing service. Runs in the existing service may be discontinued. If they are re-established, they will be covered by the agreement covering the existing runs.

If the last run in the service between any two points shown is discontinued, service may be re-established and be covered by the terms of the agreement covering the service now in effect, provided the service is re-established within six months after the last run is discontinued by giving notice to the General Chairman prior to the re-establishment of the assignment. If the service is to be re-established after expiration of the six-month period, it will be established under the terms set out below.

Re-Establishment

Interdivisional service may be re-established between any two points where it has been in effect in the past and not included in the attached list of existing service, or where the last run in existing service has been discontinued for six months or longer, by 10 days' notice to the General Chairman by the Carrier. The following provisions shall apply to the runs so re-established:

1. All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.

2. When crews are required to report for duty or are relieved from duty at a point other than the on- and off-duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crews.

3. Crews will be allowed a $4.15 meal allowance after four hours at the away-from-home terminal and another $4.15 allowance after being held an additional eight hours.

4. In order to expedite the movement of interdivisional runs, crews on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than 100 miles, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than 100 miles are not permitted to stop to eat, members of such crews shall be paid an allowance of $1.50 for the trip.

5. Any additional provisions in an agreement that covered the particular run or service not dealing with subjects included in 1, 2, 3 or 4 of this section will be preserved.

6. Any provision in an agreement that covered the particular run or service dealing exclusively with the subjects included in 1, 2, 3 or 4 of this section that gave the employee superior benefits to those included in 1, 2, 3 or 4 will be substituted for the appropriate provision or provisions of 1, 2, 3 or 4. The General Chairman may make the choice between the provisions of 1, 2, 3 or 4 and provisions in the old agreement dealing with the same subject.

New Service

The carrier may establish new service not operating through a division home terminal by proceeding as follows:

1. A letter of intent setting forth the particulars of the service to be established will be served on the organization, provided that not more than two such letters of intent are permitted to be pending concurrently and that each letter of intent may involve no more than three separate proposed operations.

2. A meeting will be held within ten days of the date of the letter of intent, attended by representatives of the Carrier and the General Committee or Committees, and a "Task Force" will be appointed for the purpose of meeting and discussing the details of operation of the runs specified in the Carrier's letter of intent, and reach an agreement if possible. The Carrier and the General Chairman may each designate representatives to serve on the "Task Force."

3. During a period of 30 days following the date of the letter of intent the Task Force will discuss the details of operation and working conditions of the proposed runs; but if the parties are unable to agree, at the end of the 30-day period the run or runs will be operated on a trial basis until completion of the procedures referred to in paragraphs 5 and 6.

4. Subsequent to the 30-day period in which the operation is discussed by the Task Force, the assignment will be placed in effect and operated by the Carrier on the basis of working conditions referred to in Re-Establishment section for a test period of 60 days.

5. At the end of the 60-day test period referred to in paragraph 4, the parties will hold conferences for the purpose of negotiating an agreement to cover the operation of the interdivisional assignments.

6. If the parties have not reached agreement within 30 days following the 60-day test period, the matter will be submitted to the Assistant Vice President-Personnel & Labor Relations and a Vice President of the UTU for disposition. If not disposed of within 30 days by them, the matter will be submitted to arbitration for final and binding decision in accordance with the Railway Labor Act. Decision of the Arbitration Board will be made within 180 days after the date of the letter of intent referred to in paragraph 1.

7. The following terms will cover the basis of pay, the provision of transportation between on- and off-duty points, meal allowance at the away-from-home terminal, and provisions for meals enroute:

   (a) All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.

   (b) When crews are required to report for duty or are relieved from duty at a point other than the on- and off-duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crews.

   (c) Crews will be allowed a $2.00 meal allowance after four hours at the away-from-home terminal and another $2.00 allowance after being held an additional eight hours.

   (d) In order to expedite the movement of interdivisional runs, crews on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than

100 miles, the carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than 100 miles are not permitted to stop to eat, members of such crews shall be paid an allowance of $1.50 for the trip.

8. Reasonable and practical conditions on other matters related to runs established under this section shall be agreed to.

New Service

The carrier may establish new service operating through a division home terminal by proceeding as follows:

1. A letter of intent setting forth the particulars of the service to be established will be served on the organization, provided that not more than two such letters of intent are permitted to be pending concurrently and that each letter of intent may involve no more than three separate operations.

2. A meeting will be held within ten days of the date of the letter of intent, attended by representatives of the Carrier and the General Committee or Committees, and a "Task Force" will be appointed for the purpose of meeting and discussing the details of operation of the runs specified in the carrier's letter of intent, and reach an agreement if possible. The Carrier and the General Chairman or General Chairmen may each designate representatives to serve on the "Task Force."

3. If the parties have not reached agreement within 75 days of notice of intent, the matter will be submitted to the Assistant Vice President-Personnel & Labor Relations and a Vice President of the UTU for disposition. If not disposed of within 30 days by them, the matter will be submitted to arbitration for final and binding decision in accordance

with the Railway Labor Act. Decision of the Arbitration Board will be made within 180 days after the date of the letter of intent referred to in paragraph 1.

4. The following terms will cover the basis of pay, the provision of transportation between on- and off-duty points, meal allowance at the away-from-home terminal, and provisions for meals enroute:

   (a) All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.

   (b) When crews are required to report for duty or are relieved from duty at a point other than the on- and off-duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crews.

   (c) Crews will be allowed a $4.15 meal allowance after four hours at the away-from-home terminal and another $4.15 allowance after being held an additional eight hours.

   (d) In order to expedite the movement of interdivisional runs, crews on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than 100 miles, the carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than 100 miles are not permitted to stop to eat, members of such crews shall be paid an allowance of $1.50 for the trip.

5. Reasonable and practical conditions on other matters related to runs established under this section shall be agreed to.

Protection of Employees

Employees adversely affected by this agreement will be protected under the conditions and to the extent provided for in the agreement between the employees represented by the United Transportation Union and participating carriers of National Railway Labor Conference, signed in Washington, D.C., on January 27, 1972. (Implementing Agreement dated December 11, 1972)

EXISTING INTERDIVISIONAL SERVICE

List of interdivisional service agreed upon as being in effect on December 11, 1972:

TERRITORY	AGREEMENT
Lexington and Christianburg	Oct. 14, 1932
Louisville and Corbin	"
Louisville and Mt. Vernon	"
Louisville and Atkinson - via Henderson and/or Owensboro	"
Louisville and Radnor	Oct. 14, 1932
Louisville and Gallatin	"
Louisville and Nashville	"
Louisville and Ravenna	"
Atkinson and Beech Creek	"
Patio and Fort Estill	"
Nashville and Montgomery	"
Boyles and Radnor	"
Boyles and Sylacauga	"
Montgomery and Goulding	"
Sibert and Goulding	"
Paris Switcher - Paris, Tennessee	Dec. 22, 1970
Memphis and Cordova	Dec. 8, 1972
Gallatin and Paradise	Dec. 18, 1970
Radnor and Paradise	Dec. 18, 1970

(c) INTERDIVISIONAL SERVICE

(October 31, 1985 UTU National Agreement, Article IX)

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

Section 1 — Notice

An individual carrier seeking to establish interdivisional service shall give at least twenty days' written notice to the organization of its desire to establish service, specify the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

Section 2 — Conditions

Reasonable and practical conditions shall govern the establishment of the runs described, including but not limited to the following:

(a) Runs shall be adequate for efficient operations and reasonable in regard to the miles run, hours on duty and in regard to other conditions of work.

(b) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

(c) When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crew.

NOTE — Suitable transportation includes carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

(d) On runs established hereunder crews will be allowed a $4.15 meal allowance after 4 hours at the away-from-home terminal and another $4.15 allowance after being held an additional 8 hours.

(e) In order to expedite the movements of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of $1.50 for the trip.

Section 3 — Procedure

Upon the servicing of a notice under Section 1, the parties will discuss the details of operation and working conditions of the proposed runs during a period of 20 days following the date of the notice. If they are unable to agree, at the end of the 20-day period, with respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended, such run or runs will be operated on a trial basis until completion of the procedures referred to in Section 4. This trial basis operation will not be applicable to runs which operate through home terminals.

Section 4 — Arbitration

(a) In the event the carrier and the organization cannot agree on the matters provided for in Section 1 and the other terms and conditions referred to

in Section 2 above, the parties agree that such dispute shall be submitted to arbitration under the Railway Labor Act, as amended, within 30 days after arbitration is requested by the carrier. The arbitration board shall be governed by the general and specific guidelines set forth in Section 2 above.

(b) The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the carrier to establish interdivisional service in the particular territory involved in each such dispute but shall be accepted by the parties as the conditions which shall be met by the carrier if and when such interdivisional service is established in that territory. Provided further, however, if carrier elects not to put the award into effect, carrier shall be deemed to have waived any right to renew the same request for a period of one year following the date of said award, except by consent of the organization party to said arbitration.

Section 5 — Existing Interdivisional Service

Interdivisional service in effect on the date of this Agreement is not affected by this Article.

Section 6 — Construction of Article

The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional service where restriction did not exist prior to the date of this Agreement.

Section 7 — Protection

The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the application of this Article.

ARTICLE 29

SELF-PROPELLED MACHINE

Self-Propelled Pile Drivers and Derrick Cranes

(June 25, 1964 National Agreement)

Section 1 — The following shall govern the manning of self-propelled vehicles or machines by train service employees (conductors and brakemen) used in the maintenance, repair, construction or inspection work:

(a) Road Service - A conductor will be employed on on-rail self-propelled vehicles or machines when operating in main line territory, provided such machines are equipped with a drawbar and are operating under train orders:

NOTE 1— Self-propelled machines for the purpose of this Article means such equipment operated on rails.

NOTE 2— Drawbar means a device capable of being used in moving standard freight cars.

NOTE 3— Mainline territory means main line and branch lines in Road Territory outside of switching limits but not spurs or the like.

NOTE 4— Train orders is used in the vernacular of trainmen as defined in the Operating Book of Rules.

This provision will not apply to the operating 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 employee, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

Section 2 — Rules or practices under which a locomotive engineer, or fireman where presently required, is employed on on-rail self-propelled vehicles or machines for the purpose of operating the machine in the performance of all the work for which such machines are designed are retained.

Section 3 — Except under the conditions herein specifically prescribed, operating employees need not be used on self-propelled vehicles or machines. It should be noted in addition that this Agreement does not alter any existing rules or practices except as specifically stated herein.

Section 4 — 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 year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 percent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of the 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.

ARTICLE 30

TIME CLAIMS

(a) A time claim not presented to the Carrier in writing by the employee concerned, or specifically for him by his representative, within 60 days from the date of the occurrence on which the claim is based is barred.

(b) 1. Each employee will be furnished a coded statement of days and time paid for in each payroll period. The coded statement will be issued to each individual at the same location where he receives his pay check.

2. When claims, presented in accordance with paragraph (a) are received in first payroll period of month (1st to 15th), the status of such claims will be shown on the employee's coded statement for that pay period; the same handling to apply for second payroll period of month (15th to end of month).

Final disposition of claims initially shown as being researched will be shown on the coded statement furnished employees by the third payroll period following the pay period in which the claim was received. Such claims not declined within this time frame will become payable by default, but such payment may be modified so as not to exceed the minimum day in the class of service upon which the claim is based. If the claim is not satisfied by such payment, claim for the additional amount may be appealed on its merits, subject to Section (d) hereof. Such claims paid by default will not establish a precedent and will not be referred to by either party in the handling of any other claim. Employees will be notified by coded statement when time claimed is not allowed.

The coded statement will also show any expenses refunded in each payroll period.

3. While this rule is in effect, employees of the L&N District who desire may present their penalty claims to their trainmaster and be given a signed receipt of acknowledgment.

4. Codes to Daily Statement Earnings — See Appendix 6

(c) If a disallowed claim is to be appealed, such appeal must be in writing to the superintendent. When an appeal made to the superintendent in writing, is declined by the superintendent and the local chairman desires to progress the claim further, the superintendent or his designated representative shall, within 30 days of receipt of written request grant a conference to the local chairman. If the claim or claims cannot be settled between the Local Chairman and the Superintendent or his designated representative, they shall prepare a joint statement of facts if they can agree; if they are unable to agree on the facts, they will exchange signed statements, each delineating what he understands to be facts in the case.

(d) A time claim not appealed to the highest officer designated by the Carrier to handle claims within one year from the date of the occurrence on which the claim is based is barred.

(e) This rule recognizes the right of the General Chairman and/or Local Chairmen to file and prosecute subsequent continuing claims for and on behalf of the employees they represent by listing such claims in letter to the proper officer.

(f) Decision by the highest officer designated by Carrier to handle claims shall be final and binding unless within one 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-year period herein referred to.

(g) In the disposition of previously declined time claims where payment is to be allowed, such payment will be made in the corresponding pay period of the month following the settlement as authorized. The letter to the Local Chairman or General Chairman advising that the claim is allowed will state when the payment will be made.

(h) SUPERINTENDENTS' REPRESENTATIVES FOR HANDLING OF CLAIMS AND GRIEVANCES

WITH LOCAL CHAIRMEN — UTU — C & T

CINCINNATI DIVISION

YARD

DeCoursey	Asst. Supt. Terminal	- DeCoursey
Lexington	Trainmaster	- Louisville
Ravenna	Asst. Trainmaster	- Ravenna
Hazard	Trainmaster	- Hazard

ROAD

Kentucky Division	Asst. Superintendent	- Latonia
LCL	Trainmaster	- Louisville
EK	Trainmaster	- Hazard (Ravenna)

LOUISVILLE DIVISION

YARD

Louisville	Asst. Supt. Terminal	- Louisville
Bowling Green	Asst. Superintendent	- Louisville (Nashville)

ROAD

MS 1st	Asst. Superintendent	- Louisville
MS 2nd	Asst. Superintendent	- Louisville (Nashville)

EVANSVILLE DIVISION

YARD

Howell	Asst. Superintendent	- Evansville
East St. Louis	Trainmaster	- East St. Louis
Atkinson (Henderson-Hopkinsville and Guthrie)	Asst. Superintendent	- Evansville

ROAD

Henderson) St. Louis) LH&StL) O&N)	Asst. Superintendent	- Evansville (Louisville)

NASHVILLE DIVISION

YARD

Radnor	Supt. Terminals	- Nashville
Leewood	Asst. Supt. Terminals	- Leewood
Bruceton	Asst. Superintendent	- Bruceton
Jackson	Asst. Superintendent	- Bruceton
Paducah	Asst. Superintendent	- Bruceton
Chattanooga	Asst. Superintendent	- Chattanooga

ROAD

P&M & Clarksville	Asst. Superintendent	- Bruceton
Memphis Line South	Asst. Superintendent	- Leewood
Nashville-Union City	Asst. Superintendent	- Nashville
W&A (Atlanta to Chattanooga)	Asst. Superintendent	- Atlanta
Chattanooga Sub (Nashville to Chattanooga)	Asst. Superintendent	- Chattanooga (Nashville)

BIRMINGHAM DIVISION

YARD

Birmingham-Boyles	Supt. Terminals	- Boyles
Anniston-Gadsden-Oakworth	Asst. Superintendent	- Birmingham

ROAD

S&NA	Asst. Superintendent	Birmingham
Alabama Mineral	Asst. Superintendent	Birmingham
Birmingham Mineral	Asst. Superintendent	Birmingham
N&D	Trainmaster	Nashville

MOBILE DIVISION

YARD

Sibert	Asst. Superintendent	- Mobile
Gentilly	Asst. Supt. Terminals	- Gentilly
Goulding	Asst. Superintendent	- Pensacola
Montgomery	Asst. Supt. Terminals	- Montgomery
Flomaton	Asst. Supt. Terminals	- Montgomery

ROAD

NO&M	Asst. Superintendent	- Mobile
M&M	Asst. Supt. Terminals	- Montgomery
Pensacola	Trainmaster	- Pensacola

KNOXVILLE DIVISION

YARD

Knoxville	Trainmaster	- Knoxville
Etowah	Trainmaster	- Knoxville (Etowah)
Corbin	Trainmaster	- Corbin

ROAD

Knoxville	Trainmáster	- Knoxville
Atlanta	Trainmaster	- Knoxville (Etowah)
Corbin	Trainmaster	- Corbin

NOTE — Claims Conferences will be held at the points appearing at the extreme right side of each line unless other mutually satisfactory arrangements are made.

ARTICLE 31

INVESTIGATIONS AND DISCIPLINE

1. (a) Trainmen will not be demerited, disciplined, or discharged without just cause. When such action shall become necessary, the accused shall be duly apprised, in writing within 10 days of the occurrence, the nature of the charge or charges that are to be brought against him; and within 5 days after such notification he will be given an investigation by the proper officer of the railroad at which time all evidence in the case will be submitted. A proper record in the case will be kept,

authenticated by both parties, and made the basis for any discipline that may be administered, or an appeal to a higher officer.

(b) Conductors will not be demerited, disciplined or discharged without just cause. When such action shall become necessary, the accused shall be duly apprised in writing, within 10 days after knowledge of the occurrence, the nature of the charge or charges that are to be brought against him; and within 10 days after such notification he will be given an investigation by the proper officer of the Railroad, at which time all evidence in the case will be submitted. A proper record in the case will be kept, authenticated by both parties, and made the basis for any discipline that may be administered, or an appeal to a higher officer.

2. The accused will be permitted to attend the investigation, hear all the evidence submitted, and be represented by fellow employees of his own selection. Within 30 days after the investigation closes, the proper officer will render a decision, and advise the accused, in writing, the penalty imposed. If the decision is unsatisfactory, the accused, through his representatives, will have the right to appeal to higher officers of the railroad. In the event the charge or charges are not proven, the accused will be promptly restored to the service with full rights and paid full wages for any time he may have lost as a result of the charge or investigation.

3. Employees losing a run or day's work attending investigations in connection with matters coming under this article, who are not held responsible, will be paid full wage for any time they may have lost as a result of investigation. If no time is lost, they will be paid the actual time held, with a minimum of three hours, at the pro rata rate of the service to which assigned.

4. Employees required to travel from the terminal of their run or extra board to other points and return, to attend investigations in connection with matters coming under this Article, who are not held responsible, will be paid full wages for any time they may have lost as a result of investigation, or actual railroad mileage between the two points at the standard basic through freight rate, whichever produces the greater amount. (Circular J-34)

5. If practicable to do so, investigations shall be held at the home terminal of the employee involved, or in cases where more than one employee or crew is involved at the home terminal of the majority of the employees.

6. **Waiver of Hearing**

(a) An employee who has been notified to appear for a hearing shall have the option, prior to the hearing, to discuss with the appropriate carrier official, either personally, through or with the employee's representative, the act or occurrence and the employee's responsibility, if any.

If disposition of the charges is made on the basis of the employee's acknowledgment of responsibility, the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate a waiver of hearing and shall specify the maximum discipline which may be imposed for employee's acceptance of responsibility.

Disposition of cases under this paragraph (a) shall not establish precedents in the handling of any other cases.

(b) No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on this basis, no

reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

MEMORANDUM AGREEMENT
between
CSX TRANSPORTATION, INC.
and the employees represented by
UNITED TRANSPORTATION UNION
(Former L&N and NC&StL. Districts)

It is agreed that Article 31, Section 1 of the L&N District Conductors' and Trainmen's Agreement, and Article 31 of the NC&StL District Trainmen's Agreement, are hereby amended as follows:

1. Investigation proceedings may be recorded on electronic devices from which an accurate transcript will be prepared within a reasonable period of time following closing of the hearing. One Organization representative will be permitted to record the proceedings on equipment which he will provide.

2. The record will be authenticated by the employee or his representative and an officer of the Carrier. Upon failure of the employee or his representative to authenticate the record or his representative to authenticate the record or to take written exception thereto within five days following receipt of the transcript, the record will be considered to be constructively authenticated and it may not thereafter be disputed.

3. Any questions concerning the accuracy of the investigation transcript will be resolved promptly by the appropriate Carrier Officer and the Local Chairman.

4. For convenience, references to gender, if any, in this Agreement are made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to the masculine gender

include both the masculine gender and the feminine gender.

5. This Agreement shall become effective September 15, 1986, and shall remain in effect unless cancelled by 25 day written notice by one party to the other.

Signed at Jacksonville, Florida, this 25th day of August, 1986.

FOR THE EMPLOYEES:

R. D. Snyder, General Chairman
United Transportation Union

FOR THE CARRIER:

H. S. Emerick
Director of Labor Relations

SEABOARD SYSTEM RAILROAD
500 Water Street - Jacksonville, Florida 32202

Labor Relations Department

February 4, 1986 CC3.01/048

Mr. R. D. Snyder, General Chairman
United Transportation Union
9570 Regency Square Blvd., Suite 318
Jacksonville, Florida 32211

Dear Mr. Snyder:

This confirms understanding that on a trial basis of ninety days investigation proceedings may be recorded on electronic devices from which an accurate transcript will be prepared within a reasonable period of time following closing of the hearing. One Organization representative will be permitted to record the proceedings on equipment which he will provide. Any questions concerning the accuracy of the investigation transcript will be resolved promptly by the appropriate Carrier Officer and the Local Chairman.

This understanding, which is made without prejudice to the position of either party with respect to existing schedule rules, shall become effective on February 15, 1986 and shall remain in effect until May 16, 1986, and thereafter unless it is terminated by service of twenty-days' advance notice in writing by either party to the other.

Very truly yours,

Ralph Miller
Director of Labor Relations

AGREED:

R. D. Snyder, General Chairman
United Transportation Union

Seaboard System Railroad Inc. is a unit of CSX Corporation

ARTICLE 32

EXPENSES AWAY FROM HOME

1. (a) When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at the terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four hours or more, each member of the crew so tied up shall be provided suitable lodging at the carrier's expense or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

   (b) When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Paragraph (a) of this Section) other than the designated home terminal for four hours or more, each member of the crew so tied up shall receive a meal allowance of $4.15 and an additional $4.15 meal allowance will be provided after being held an additional eight hours.

   (c) For the purposes of Paragraphs (a) and (b), extra board employees shall be provided with lodging and meal allowances in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

(d) Paragraphs (a) and (b) also apply to employees in train, engine or yard service called from the extra board or used in the capacity of an extra employee to fill vacancies at outlying points, subject to the following conditions:

1. The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.

2. Lodging or allowances in lieu thereof where applicable will be provided only when extra employees are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

(Section 1 is Article II, National Agreement of June 25, 1964, as amended, Article XI, National Agreements of January 27, 1972, August 25, 1978, and October 31, 1985.)

2. The term "suitable lodging" is defined to mean sanitary rooms, one employee to a room. Each room shall be equipped with a comfortable bed. Bathing facilities, with hot and cold running water, and toilet will be readily available to the occupants of these rooms on the same floor. Blankets and clean linen (sheets and pillow cases) and soap and towels will be supplied for each occupant. Periods of occupancy, during layover periods while available for call, will not be limited. Rooms will be cleaned and bed linen changed after each occupancy by personnel other than employees. Rooms shall be cooled or heated when climatic conditions normally require such cooling or heating.

3. If a lodging facility provided in accordance with Section 1 hereof becomes unsatisfactory to either party to this agreement and correction is not feasible, designation of the facility will be cancelled and the parties will proceed again in accordance with Section 1 hereof.

4. The parties will proceed promptly to fulfill their obligations under the foregoing provisions of this agreement. In the event a road service employee (except short turnaround passenger employees) is tied up four hours or more at a terminal or tie-up point described in Article II of the National Agreement of June 25, 1964, at which it has not been reasonably possible to provide suitable lodging, an equitable allowance in lieu of lodging, in the amount of $2.00 will be allowed for each such tie-up. However, if the employee is tied up for more than 24 hours an additional allowance of $2.00 will be made.

5. If an employee is tied up four hours or more at a terminal or tie-up point as described in Article II of the National Agreement of June 25, 1964, but the designated facility at which suitable lodging has been provided in accordance with Section 1 hereof has no room available and arrangements have not been made elsewhere for overflow, the employee if qualified to receive suitable lodging, will be allowed an equitable allowance of $2.00 or actual lodging expense, whichever is the greater. Claim for the actual lodging expense will be supported by receipt.

6. An employee in interdivisional service, the designated home terminal of which is off his seniority district, but who lives at or in the vicinity of the away-from-home terminal of his assignment, will upon request in writing, be provided lodging at the home terminal of his assignment in lieu of lodging at the away-from-home terminal, otherwise will be allowed $2.00 in lieu of lodging for each tie-up of four hours or more at the away-from-home terminal.

7. In cases where lodging facilities are not provided, employees in work train and wrecker service tied up on line of road or at terminals other than the

division home terminal for four hours or more and employees tied up on line of road under the Hours of Service Law for four hours or more will be paid a monetary allowance of $2.00 in lieu of lodging for each such tie-up, provided, however, if the employee is tied up for more than twenty-four hours, an additional $2.00 allowance will be made. They will not be tied up between their terminals except at points where food and lodging can be procured.

8. If an employee is called for duty prior to having been tied up for four hours or more and for any reason the train does not depart until more than one hour after the on-duty time, the four hours will be computed to extend to 30 minutes prior to actual departure time from the terminal.

Example 1.

An employee tied up at 4:00 p.m. He is called on duty at 7:45 p.m. The train does not depart until 9:15 p.m. The trainman would be considered tied up from 4:00 p.m. to 8:45 p.m. and would be allowed a meal allowance and also the equitable allowance in lieu of lodging, but in no event will he be entitled to both lodging and the lodging allowance.

Example 2.

The employee in the foregoing example departs at 8:45 p.m. He would not be entitled to meal allowance nor allowance in lieu of lodging.

9. Where lodging is provided or an equitable allowance in lieu of lodging is paid in accordance with this agreement, employees will not use cabooses as places of lodging. Exception: Employees tied up on line of road as referred to in Section 7 of this article may use the caboose as a lodging place if other lodging is not provided.

10. (a) In the event the Carrier constructs and operates or arranges for the construction and/or operation of lodging facilities in accordance with specifications hereunder set forth at one or more points on its system for the accommodation of train and engine service employees qualifying for lodging under the provisions of Article II, Section 1, of the National Agreement of June 25, 1964, the foregoing provisions of this agreement relating to the furnishing of suitable lodging or an equitable allowance in lieu thereof shall cease to apply at such points when such facilities are placed in service.

Specifications

1. Single occupancy rooms
2. Adequate lighting and ventilation, including window in each sleeping room
3. Controlled heat in winter and air conditioning in summer in each room
4. Toilet and shower facilities in each room
5. Towels, soap and toilet tissue furnished
6. Cooled drinking water
7. Hot and cold water
8. Double bed with headboard, box springs, mattress and blankets
9. Linen changed after each occupancy
10. Room size not less than 126 square feet and bath not less than 34 square feet
11. Room to be equipped with comfortable chair, night stand, clothes rack and color TV not less than 15 inches
12. Lounge-recreation area of not less than 950 square feet with 25-inch color TV; comfortable sofas; chairs; tables; and recreational equipment. Lounge area will be separated from the recreational area
13. Surface of floor to be other than concrete

14. Newly constructed lodging facilities will contain a 24-hour restaurant where adequate (24-hour) restaurants are not located within one-half mile from the lodging facility
15. Facilities will be maintained in a clean and sanitary condition by other than trainmen

(b) The right of the Carrier to construct and operate or to arrange for the construction and/or operation of lodging facilities meeting the specifications in paragraph 10(a) above is conceded. The Carrier will give consideration to the following: proximity of on/off duty points; public transportation; availability of restaurants and recreation facilities; desirability of the area; and such factors that are pertinent to the well-being of the employees. The organization will be given as much advance notice as possible that the Carrier desires to construct a new lodging facility. Upon request, the Carrier will promptly meet with the organization to consider its views as to the location. If the location requires, and the parties agree, the General Chairman will join the Carrier in an effort to secure an exemption to F.R.A., state or local regulations.

(c) If the lodging facility has no room available and arrangements have not been made elsewhere for overflow, the employee, if qualified to receive suitable lodging, will be allowed an equitable allowance of $2.00 or actual lodging expense, whichever is the greater. Claim for the actual lodging expense will be supported by receipt.

UNDERSTANDING OF MAY 26, 1981

Please refer to Agreement dated today revising paragraphs 10 of Article 46 (L&N District Trainmen's Agreement); and Article 32 (L&N District Conductors' Agreement).

As agreed in conference, the basic size of lounge-recreation room areas for a newly constructed 60-bedroom lodging facility shall be not less than 1200 square feet. Lounge-recreation room areas in newly constructed lodging facilities having more than (or less than) 60 bedrooms shall be increased (or decreased) adequately in line with the architect's needs, but in no event will the basic size be less than 940 square feet.

11. The Organizations' Section 6 Notice dated June 7, 1979 is withdrawn and the Organization will not serve notice under the Railway Labor Act to seek different lodging or to seek substantial changes in the facilities constructed under paragraph 10 referred to above for a period of time equal to the time necessary to amortize the cost of such facilities as long as such facilities are maintained in substantially the same condition as when initially occupied except normal wear and tear.

12. (a) Complaints concerning operation of such facilities will be handled first with the management of the facility and, if not resolved, then as any other grievance under the governing agreements except that the remedy to be sought in connection with any grievance will be correction of the condition about which the grievance arose.

(b) As requested by the General Chairmen, the first facility constructed under paragraph 10(a) referred to above will be at Bruceton, Tennessee.

13. In instances where the distance from the off-duty point to the lodging facility provided by the Carrier in accordance with the terms of this agreement, or from such lodging facility to the on-duty point, is one mile or more, the Carrier will provide transportation without cost to the employees. Except as provided hereinafter, such transportation

will be in automotive passenger vehicles and will be made available within 30 minutes after the time of relief from duty. When it becomes known that the vehicle normally used for transportation will not be available within the specified 30 minutes, the Carrier's representative will arrange for taxi service provided the taxi can be made available before the vehicle normally used. In instances where the distance from the off-duty point to the nearest public bus line stop, or from the nearest public bus line stop to the on-duty point, as the case may be, is not more than one-fourth mile, employees entitled to transportation at the Company's expense will, when directed by the Carrier, use public bus transportation during such hours as the public bus schedules are not more than 30 minutes apart, and in that event they will pay the bus fare and it will be reimbursed to them by the Carrier. Such bus service will constitute satisfactory transportation under this Section. The distances referred to in this Section are to be computed via the route a pedestrian would normally travel.

14. Employees protecting road freight service where the away-from-home terminal is in the vicinity of the employee's home, such employee will be provided lodging and meal allowance at the home terminal of the assignment in lieu of lodging and meal allowance at the away-from-home terminal, provided he has filed a written request in advance. This will apply to pool service employees the same as regularly assigned employees.

UNDERSTANDING OF MARCH 30, 1979

Eligible employees who make proper written request to the superintendent for lodging and meal allowances at the home terminal of the assignment in lieu of lodging and meal allowance at the

away-from-home terminal are not entitled to such lodging and meal allowances when reverting to the extra board.

This also confirms advice that employees who use Company paid lodging when not entitled in violation of the Company's operating rules may be subjecting themselves to appropriate discipline.

15. **Extra Board Employees Lodging at the Home Terminal**

(a) Employees protecting road freight service where the away-from-home terminal is in the vicinity of the employee's home will be provided lodging on a one-for-one basis at the home terminal of the extra board in lieu of lodging at the away-from-home terminal provided they have filed a written request in advance.

(b) Eligible employees who make proper written request to the Superintendent for lodging at the home terminal of the extra board in lieu of lodging at the away-from-home terminal will not be entitled to such lodging at the away-from-home terminal, and employees who use Company-provided lodging when not entitled in violation of the Company's operating rules may be subject to discipline.

(c) Employees must be eligible and must qualify for lodging at the away-from-home terminal prior to being afforded lodging at the home terminal of the extra board.

(d) The employee must claim a credit for each lodging he would have been entitled to but did not use at the away-from-home terminal. A record of the number of such lodging credits will be kept during each quarter of the year (Jan.-Mar.; April-June; July-Sept.; and Oct.-Dec.). One lodging

credit will entitle the employee to one lodging at the home terminal of the extra board. Two lodging credits will entitle the employee to two lodgings, etc. Credits will not be carried over from one quarter to the next.

(e) Eligible employees must make written request to the Superintendent prior to beginning of the quarter and must renew the request in writing prior to the beginning of each subsequent quarter if they desire to continue the option. Each request that is filed with the Superintendent must contain the employee's home address. Employees who cease using the option provided herein must notify the Superintendent immediately in writing.

(f) Employees who have made request for the option herein who qualify for lodging at tie-up points in work/wreck train service will be permitted to use such lodging at tie-up points while in work/wreck train service but will not be entitled to lodging credits for such lodgings used.

(g) Employees who have made request for the option herein who qualify for lodging at a different away-from-home terminal (other than the one which is in the vicinity of the employees home) will be permitted to use the lodging at such different away-from-home terminal but will not be entitled to lodging credits for the lodgings used.

ARTICLE 33

HANDLING COMPANY MAIL

1. On seniority districts where all passenger train service is discontinued subsequent to July 31, 1958, road conductors engaged in any class of freight service will be allowed a fixed arbitrary of seventy-three cents, in addition to and without

deductions to their earnings, on each day or tour of duty they are required on instructions of the division officials to handle Company mail consisting of one or more sacks or pieces exceeding ten in number.

(a) A conductor entitled to this allowance will not delegate the handling of Company mail to any member of his crew.

(b) Waybills for cars handled in his train or mail pertaining to his own train will not be classified as Company mail for the purpose of this rule.

2. Effective August 1, 1958, Section 1 hereof shall also apply to conductors on the following runs when required to handle Company mail as described in that section:

Corbin-Norton through freight run
Corbin-Norton, via Middlesboro local freight run
C. & M. local freight run
South Louisville-Ravenna through freight runs
Ravenna-North Hazard through freight run
South Louisville-Lexington local freight run
North Hazard-Neon local run
Etowah-Atlanta local freight run
South Louisville-Corbin local freight run
South Louisville-Corbin through freight run
DeCoursey-Patio local freight runs
Boyles-Anniston local freight runs
Flomaton-Selma local freight runs
Radnor-Florence local freight runs
Etowah-Copperhill local freight runs

(Circular J-86.)

INTERPRETATION — ARTICLE 33

Conductors required to handle large envelope containing smaller envelopes exceeding ten in number will have qualified for the arbitrary provided for in this article.

ARTICLE 34

USE OF RADIO

Use of Communication Systems

Section 1

It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employees covered by this Agreement. Existing rules to the contrary are hereby eliminated.

Section 2

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

Section 3

Portable radios purchased after January 27, 1972 for the use of and carried by ground service employees in yard and transfer service will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Portable radios used by ground service employees in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.

Section 4

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

Section 5

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

Section 6

At locations where radio is used, sufficient frequency channels will be utilized to provide safe communication.

(From January 27, 1972 UTU National Agreement — Article VIII)

> **NOTE 1** — When radio communication is being used by a member of a crew to direct a movement, supervisory personnel will not interrupt the transmission except to prevent an accident.
>
> **NOTE 2** — All members of a ground crew, except crews in through freight and passenger service, will be provided with a portable radio or else no member of the crew will be provided with portable radio. (Understanding of May 26, 1969)

ARTICLE 35

PAID HOLIDAYS — ROAD SERVICE EMPLOYEES

The provisions below are from Article I of the National Agreement of June 25, 1964, Article IV of the National Agreement of January 21, 1972 and Article IV of the National Agreement of October 15, 1982.

(a) Each regularly assigned road service employee in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in

paragraph (c) hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays when such holidays fall on the assigned work day of the work week of the individual employee:

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

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked.

NOTE 1— When any of the above listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

NOTE 2— Regularly assigned employees referred to in this paragraph (a) who are **not** confined to runs of 100 miles or less and paid on a daily basis without mileage component shall also be covered by this rule subject to the qualifications set forth in paragraph (c) hereof, provided their assignment does not operate in excess of 100 miles during the 30 calendar days preceding an enumerated holiday. It is understood such runs will not be operated over 100 miles during the 30 calendar day period preceding a holiday solely for the purpose of circumventing this rule. (Memo Agreement Effective October 3, 1976)

(b) Any of the employees described in paragraph (a) hereof who works on any of the holidays listed in paragraph (a) hereof shall be paid at the rate of time and one-half for all service performed on the holiday with a minimum of one and one-half times the rate of the basic day.

(c) To qualify for the holiday pay, a regularly assigned employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employee in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, cancelled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days excepting the holiday in the event the assignment does not work on the holiday, and the holiday falls on a workday of his assignment. If the holiday falls on the last day of an employee's work week the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

(d) 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) hereof, unless the regularly assigned employee fails to qualify under

paragraph (c) hereof, shall be applied toward such guarantee. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the Carrier's right to annul assignments on the holidays enumerated in paragraph (a) hereof.

(e) That part of all rules, agreements, practices or understandings which require that crew assignments or individual agreements in the classes of service referred to in paragraph (a) hereof be worked a stipulated number of days per week or month will not apply to the eleven holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this rule will apply.

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

PAID HOLIDAYS — YARD SERVICE EMPLOYEES

(Agreement April 5, 1957, as amended by Agreement November 30, 1960, Agreement June 25, 1964, January 21, 1972 and October 15, 1982).

SECTION 1 — OPTIONS

Not reproduced. Pursuant to provisions of Section 1, paid holidays became effective January 1, 1962.

SECTION 2 — REGULARLY ASSIGNED YARD SERVICE EMPLOYEES

(a) On the effective date of the option adopted pursuant to Section 1 of this Article IV, each regularly assigned yard service employee, who meets the qualifications provided in paragraph (b) hereof, 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
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Only one 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 fall 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, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for yard service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employee's 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 workday 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 on the Carrier.

(c) Rules governing payment for service rendered on the holidays enumerated above are not changed hereby. Service performed on such days shall be paid for at the rate provided in existing schedules, and the allowance of one basic day's pay provided for in paragraph (a) of this Section 2 for qualifying employees shall be in addition thereto.

(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 eleven holidays herein referred to but where such an assignment is 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, and Article 3 (Five-Day Work Week) of the Agreement of May 25, 1951, as amended.

SECTION 3 — EXTRA YARD SERVICE EMPLOYEES

(a) Each extra yard service employee, who meets the qualifications provided in paragraph (b) of this Section 3 shall receive one 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
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

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

NOTE — When any of the above-listed holidays fall 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,

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 and the holiday, or perform yard service on any one or more of such days and be so available on the other day or days, and compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 1 — An employee whose service status changed from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pay provided in paragraph (a) of Section 3 provided (1) he meets the qualifications set forth in paragraph (b) of Section 3 on the day or days he is an extra yard service employee and (2) he meets the qualifications set forth in paragraph (b) of Section 2 on the day or days he is a regularly assigned yard service employee, provided further, that a regularly assigned yard service employee who voluntarily changes his service status to an extra service employee on any of the 3 qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.

For purposes of this Article, the work week for extra yard service employees shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday

of the preceding week shall be considered the work day immediately preceding the following holiday.

NOTE — This work week shall not be applied to extra yard service employees who have scheduled days off other than Saturday and Sunday, in which event the same principles outlined above will apply in determining the work days immediately preceding and following the holiday.

Yard service employees who work on any of the eleven 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.

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 11 or more of the 30 calendar days immediately preceding the holiday.

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

(c) Rules governing payment for service rendered on the holidays enumerated above are not changed hereby. Service performed on such days shall be paid for at the rate provided in existing schedules, and the allowance of one basic day's pay provided for in paragraph (a) of this Section 3 for qualifying employees shall be in addition hereto.

(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.

MEMORANDUM AGREEMENT

Effective: July 15, 1958

1. In the event a regularly assigned yardman's assignment is not worked because of a temporary annulment on the work day immediately following a holiday, the work day immediately preceding the first day of the temporary annulment or the work day immediately following the last day of the temporary annulment will be considered as qualifying days in the application of paragraph (b), Section 2, Article IV of the National Agreement of April 5, 1957.

2. Where a regularly assigned yardman's vacation period either ends on the work day immediately preceding a holiday or starts on the work day immediately following a holiday, the work day immediately prior to the start of the vacation or immediately following the vacation will be considered as the qualifying days in the application of paragraph (b), Section 2, Article IV of the National Agreement of April 5, 1957.

Example: (1) An employee is regularly assigned Monday through Friday. The holiday falls on Friday and the employee ends his vacation period on Thursday preceding the holiday. The first work day immediately preceding the start of his vacation period will be considered the work day immediately preceding the holiday.

Example: (2) An employee is regularly assigned Monday through Friday. The holiday falls on Friday and the employee starts his vacation period on the work day immediately following the holiday. The first work day after his vacation period ends will be considered the work day immediately following the holiday.

3. Where an extra yardman's vacation period either ends on the calendar day immediately preceding a holiday or starts on the calendar day immediately prior to the start of the vacation or immediately following the vacation will be considered as the qualifying days in the application of paragraph (b), Section 3, Article IV of the National Agreement of April 5, 1957.

Example: (1) The holiday falls on Friday and the extra yardman ends his vacation period on the calendar day immediately preceding the holiday. The calendar day immediately preceding the start of his vacation period will be considered the calendar day immediately preceding the holiday.

Example: (2) The holiday falls on Friday and the extra yardman starts his vacation period on the calendar day immediately following the holiday. The first calendar day after his vacation period ends will be considered the calendar day immediately following the holiday.

4. A regularly assigned yardman whose assignment is annulled on one of the eleven named holidays, for one day only, will not be permitted to exercise seniority rights on that account.

Understanding

The following will govern in the application of the Holiday Pay Rule to regular or extra yardmen used in road service on the qualifying days:

1. Regular or extra yardmen performing road service on one or more of the qualifying days will qualify for holiday pay provided they fulfill all of the requirements necessary to qualify for the holiday pay.

2. Road service performed on the holiday day will not be paid for at the time and one-half rate.

3. When performing road service on the holiday and the holiday falls on their assigned days off, holiday pay will not be due.

ARTICLE 36

VACATION AGREEMENT

This Vacation Agreement made this 29th day of April, 1949, by and between the participating carriers listed in Exhibits A, B, and C, attached hereto and made a part hereof and represented by the Eastern, Western, and Southeastern Carriers' Conference Committees, and the employees shown thereon and represented respectively by the BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN and the SWITCHMEN'S UNION OF NORTH AMERICA. Amended to include revisions through the National Agreement dated October 15, 1982.

The section numbers shown herein correspond to the comparable sections of the Vacation Agreement of April 29, 1949, as amended: For purposes of brevity and convenience, certain Sections of the Vacation Agreement, or portions thereof are not here reproduced.

Section 1

(a) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with 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 services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below)

(b) Effective January 1, 1982, each employee, subject to the scope of the schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said

two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules. (See NOTE below)

Beginning with the year 1960, in the application of this Section 1(b), each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.)

(c) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eight or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eight or more years of continuous service renders service of not less than one thousand two hundred and eighty (1280) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the 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 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below)

(d) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having seventeen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said seventeen or more years of continuous service renders service of not less than two thousand seven hundred and twenty (2720) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the 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 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below).

(e) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the 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 services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

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, for service performed on and after July 1, 1949 — each 7½ hours paid for shall be considered the equivalent of one basic day in the application of Section 1(a), (b), (c), (d) and (e).

(g) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding 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.

The 60 and 30 calendar days referred to in this Section 10(g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(h) Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), twelve hundred and eighty (1280) basic days under Section 1(c), thirty-two hundred (3200) basic days under Section 1(d), and twenty-seven hundred and twenty (2720) basic days under Section 1(e).

(i) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(j) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the 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 on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1 (a), (b), (c), (d) or (e) and (j) hereof.

Section 2 The provisions of Section 2 outline the payment to be made to employees who qualify for vacation under Section 1. Such provisions, which are lengthy, are not reproduced here, but continue in effect, the same as though included herein. For purposes of simplicity and brevity, the method of payment required by Section 2 is summarized as shown below:

Vacation, or pay in lieu thereof, as provided by Section 1

One Week	1/52
Two Weeks	2/52
Three Weeks	3/52
Four Weeks	4/52
Five Weeks	5/52

Payment of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he

qualified on more than one carrier under Section 1(h)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than that computed on the basis shown below.

If the vacation is taken when the employee is working in road service, payment shall be not less than the number of minimum basic days' pay indicated, at the rate of the last road service rendered. If the vacation is taken when the employee is working in yard service, payment shall be not less than the number of minimum basic days' pay indicated, at the rate of the last yard service rendered.

Vacation, or pay in lieu thereof, as provided by Section 1

	Number of minimum basic days' pay allowed	
	Road Service	Yard Service
One Week	6	5
Two Weeks	12	10
Three Weeks	18	15
Four Weeks	24	20
Five Weeks	30	25

Section 3 Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4 Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5 The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

Section 6 Vacations shall be taken between January 1 and December 31; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations, and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

Section 7

(a) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at the end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

(b) After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

Section 8 The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee 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 serviving spouse or children or his estate, in that order of preference.

Section 9 The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom. With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

Section 10 Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property 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 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 5 organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In the event of failure 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.

Section 11 This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employees represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, in so far as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen and Switchmen's Union of North America; and shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

Section 12 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.

INTERPRETATION OF CONTINUOUS SERVICE PROVISIONS OF SECTION 1 OF VACATION AGREEMENT

In the granting of vacations subject to agreements held by the five operating organizations, prior continuous service rendered for the carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employees service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.
MEMORANDUM Chicago, Illinois, April 29, 1949

Computation of Basic Days As Provided In Section 1

In computing basic days in miles or hours paid for, as provided in Section 1 of said agreement, the parties agree that the following interpretations shall apply:

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.

2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1¼ basic days.

3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1¾ basic days.

4. An employee in yard service working 12 hours will be credited with 1½ basic days.

5. An employee in freight service, run-around and paid 50 miles for same, will be credited with ½ basic day.

6. An employee in freight service, called and released and paid 50 miles for same, will be credited with 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 basic days.

8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.

9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.

10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1 1/8 basic days.

13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with ½ basic day.

14. An employee is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.

15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

MEMORANDUM OF AGREEMENT

1. Vacations will be granted to each employee subject to the scope of this agreement who qualify for vacation under Section 1 of the July 1, 1949 Vacation Agreement, as amended.

2. Bulletins will be posted on November 1 of each year requesting all qualified employees to indicate promptly in writing on prescribed form to proper officer within fifteen (15) days of the bulletin their five preferences for vacation period. Each of the five preferred periods will begin on Monday and end on Sunday. After the fifteen day bulletin period, local representatives of the company and the organization will confer and cooperate in assigning a scheduled vacation period for each qualified employee. Due regard shall be given to the requirements of the service

in which assigned and the order of preferences of the employees. In assigning vacation periods to employees in any one class, the total number of weeks of vacation due employees in that class will be divided by 52; the number thus obtained shall be the number of employees scheduled to be on vacation during each week of the year. Class of service in which the employee is engaged on November 1 of each year will determine the class of service in which the vacation will be assigned. Bulletins will be posted not later than December 15 showing the scheduled vacation period for each employee, and copies of such bulletins will be furnished the Local Chairman of the Organization.

NOTE — It will be the responsibility of each employee sufficiently in advance before starting his vacation to determine from the local representatives of the company if he has rendered sufficient service to qualify for a vacation.

3. Qualified employees who fail to file prescribed form for vacation within the fifteen-day bulletin period will be arbitrarily assigned a scheduled vacation by the local representatives of the company and the local chairman which will be designated after periods have been assigned to those who filed prescribed form for vacation within the fifteen-day bulletin period. Such scheduled vacation periods as may be arbitrarily assigned will be included in the bulletin posted not later than December 15.

4. Employees who are furloughed or who are not available for duty during the fifteen-day bulletin period referred to shall, promptly upon return to service, indicate on prescribed form to the proper officer their five preferences for vacation period.

5. Employees who have qualified for an additional week of vacation prior to the starting time of their scheduled vacation will be granted such additional week following their scheduled vacation providing there is sufficient time remaining during the calendar year. In the event there is insufficient time remaining during the calendar year to grant the additional week following the employee's scheduled vacation, such additional week will be granted continuous with and preceding the scheduled vacation, provided the employee has qualified for the additional week prior to the starting time that such additional week is granted.

6. Vacations will begin at the division home terminal or at the home terminal of outlying runs. In event an employee is away from his home terminal on Monday, the first day of his scheduled vacation period, he will, upon the day he returns to his home terminal, be relieved for vacation and such day will be the first day of his vacation, except if the return trip to home terminal started on the day relieved, the following day will be considered the first day of his vacation. Upon request, employees will be permitted to change the beginning date from Monday to their nearest scheduled off days.

7. Employees will not be permitted to waive vacations and elect to receive pay in lieu thereof, except in case of an employee retiring from the service. In event employees cannot be released for vacation and are required to work during their scheduled vacation periods, they will be paid therefor according to the provisions of Section 2 of the Vacation Agreement effective July 1, 1949, as amended.

8. (a) Changes may be made in scheduled vacation periods of employees (Road or Yard) by the Superintendent or his designated representative for the following reasons:

Illness or injury of the employee, his wife, dependent children, mother or father.

NOTE — The period of illness or injury must be of seven or more days duration.

Death of the employee's wife, dependent children, mother, father, mother-in-law, father-in-law, brother, sister or grandchildren.

Jury Service.

Attending meetings in connection with Brotherhood affairs.

Marriage of the employee.

Active service in the armed forces reserve.

Son or daughter returning home on furlough from armed forces.

Damage to the employee's home resulting from fire, flood or wind storm.

Attending commencement exercises of son or daughter attending a college or university located at a point other than the immediate vicinity of the employee's place of residence.

NOTE — Only one week will be changed due to attending commencement exercises.

(b) Vacations may also be changed for other valid reasons by agreement between the Local Chairman and the Superintendent or his designated representative, if sufficient men are available to efficiently meet the requirements of the service.

(c) The employee or his representative must make written request for the change to the superintendent or his designated representative.

9. Employees who qualify for two, three, four or five weeks of vacation under provisions of the July 1,

1949 Vacation Agreement, as amended, will be permitted, upon request, to split vacations into no more than two, three, four or five periods respectively, (each period must be exactly one week or a multiple of one week), subject to the following conditions:

(a) The Company will assume no additional expense in granting vacations as a result of this rule.

(b) Deadheading will be allowed only on the first trip to the outlying point to protect the first period of a split vacation and only on the last trip returning from the outlying point at the completion of the last period of the split vacation, regardless of the number of men sent to fill the vacation vacancy. In other words, no more than one round trip will be allowed, the same as if the vacation had not been split.

(c) Only one period of a split vacation will be assigned during the months of June, July and August.

(d) Section 6 of the 1949 Vacation Agreement provides in part:

> "Due regard, consistent with the 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."

In applying the principle set forth above, consideration will be given to only one period of a split vacation in assigning vacations in any class of service. An employee requesting a split vacation will designate which period he desires considered in accordance with the above. After all employees of a particular class have been assigned one vacation period in accordance with the above quoted principle, the second period of split vacations will be assigned; similarly, third periods will

be assigned after all second periods have been scheduled; fourth periods after all third periods and fifth periods after all fourth periods, consistent with the requirements of the service.

10. When an employee's appropriate anniversary which would entitle him to an additional week of vacation occurs in a year in which he is qualified to receive a vacation (and the employee is otherwise qualified for the additional week) the employee must, in order to qualify for the additional week under this agreement, schedule and start the first period of the split vacation on or after the appropriate anniversary date.

UNDERSTANDING

In the application of the Memorandum Agreement reached today governing assignment of vacations, it is agreed that for employees of the L&N District and the NC&StL District when the exigencies of the service create practical difficulties in providing vacations, the carrier will confer with the General Chairman prior to cancelling one or more vacations.

UNDERSTANDING

In the application of the Memorandum Agreement reached today governing assignment of vacations, it was agreed that for the years of 1977 and 1978, on seniority districts where the total number of employees eligible for vacations in any classification is less than 25, a maximum of two employees will be permitted to be off on vacation at any one time. This understanding will continue in effect thereafter unless cancelled by either party on ninety days written notice, except that such cancellation will be effective only at the beginning of the following calendar year.

ARTICLE 37

YARD SERVICE

Rates of Pay

See Current Rate Schedule.

ARTICLE 38

BASIC DAY

Eight hours or less shall constitute a day.

ARTICLE 39

OVERTIME

1. REGULAR YARDMEN. Except where exercising seniority rights from one assignment to another, all time worked in excess of 8 hours continuous service in a 24-hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate.

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

   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.

(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 employee commences work on a second shift in a 24-hour period he shall be paid at time and one-half for such second shift except when it is started 22½ to 24 hours from the starting time of the first shift.

(d) An extra employee changing to a regular assignment or a regularly assigned employee reverting to the extra list shall be paid at the pro rata rate for the first 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 employee available to perform the work at pro rata rate.

NOTE — On railroads where seniority board is in effect in cases where there is an employee or employees on such board available for work at the pro rata rate, a senior employee who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid the overtime rate, shall be paid at the pro rata rate.

3. Actual time on the minute basis at overtime rates will be allowed for service performed by a yardman on a succeeding trick when a relief yardman

of such succeeding trick fails to report at the fixed starting time. If the regular employee reports late and relieves the employee working through, the regular employee will be paid only for the actual time worked on the minute basis. (Circular K-123, effective August 1, 1951.)

Understanding

Regular assigned yard foremen, switchmen, and switchtender-herders who after completing their regular shift are used either as foreman, switchman, or switchtender-herder, in emergency to protect another shift, commencing within a 24-hour period, which they do not stand to protect, are entitled to pay at time and one-half at the rate applicable to the service performed, for the additional shift. This also applies where under the same conditions they are used on a shift they do not stand to protect, and later are used on their regular shift within a 24-hour period — under these conditions time and one-half rate will apply to their regular shift.

The above, however, does not apply to foremen, switchmen, or switchtender-herders who are working on an additional shift in the exercise of their seniority, or as otherwise provided by Article 39.

Time and one-half will not be paid for more than one shift commencing within any 24-hour period. (Circular K-91, September 6, 1944.)

ARTICLE 40

LUNCH TIME

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

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

ARTICLE 41

ARBITRARIES, SPECIAL ALLOWANCES, AND MISCELLANEOUS

1. Pay for Switching Outside Switching Limits: Except as provided in Article 15, yardmen required to perform service outside of switching limits will be paid miles or hours, whichever is greater, for the class of service performed with a minimum of one hour; this to be in addition to the regular yard pay and without any reduction therefrom for the time consumed in such service. This provision not to be applicable to crews engaged in the transfer service. Where it has been the practice for yard crews to do pusher service as part of their work, this practice is not affected by this rule.

2. **Pay for Work Outside Regular Duties:**

   (a) When yardmen are required to do any work outside their regular duties they shall be paid not less than their regular rates unless the position to which they are assigned pays more.

   (b) Switchmen may be detached from crew and used to pilot foreign line crews through yards and paid at foreman's rate for entire tour of duty, time to be continuous from the time they reported for duty with their crew until they return to designated starting point of crew from which they were detached.

(c) Switchtender-herders may be used to assist road crews in doubling over and paid switchman's rate for entire tour of duty when so used. (Merely handling switches for road trains doubling over and giving signal indications that switches have been lined does not constitute their assisting road crews in doubling over.)

(d) A yardman used as switchman on one crew for a portion of the shift and as foreman on another for a portion of a shift, when starting time of both jobs within same starting period (as provided in starting time rule), will be paid on a basis of a continuous tour of duty at foreman's rate, pay to continue until he returns to the point where he was first required to report for duty. (Circular K-131, effective January 1, 1952.)

3. **Equipping Engines**

(a) Except in case of emergency and as otherwise provided herein, all locomotives used in yard service shall be equipped with footboards and headlights on each end of locomotive.

(b) Locomotives not equipped with footboards on each end may be used in transfer service or on unit trains.

(c) When a diesel unit not equipped with footboards is used by a crew in transfer service or on unit trains, each member of the crew will be allowed twenty minutes at respective pro rata rates for that tour of duty.

INTERPRETATION

CIRCULAR K-230 — June 22, 1981

(d) 1. When more than one diesel unit (including booster tractive power equipment) is used in multiple service in unit trains or in interchange service to a foreign line, each member of the yard

crew will be allowed an additional payment for that tour of duty as follows:

Less than 81 cars	20 minutes at pro rata rate
81 to 150 cars	25 minutes at pro rata rate
151 or more cars	30 minutes at pro rata rate

2. When more than one diesel unit is used in multiple service to dispose of a road freight train which expired under the Hours of Service Law, each member of the yard crew will be allowed an additional payment for that tour of duty as follows:

Less than 81 cars	20 minutes at pro rata rate
81 to 150 cars	25 minutes at pro rata rate
151 or more cars	30 minutes at pro rata rate

3. Not more than one arbitrary allowance specified in Sections (1) or (2) above will be made for a tour of duty.

4. **Chaining Cars**

Yardmen will not be required to chain up cars on repair tracks.

5. **Coupling Air Hose, etc.**

(a) Foremen and switchmen of yard crews will be allowed an arbitrary of $2.09 for each shift worked. As a condition to this allowance they will, when required, perform any or all of the following services during a tour of duty: Couple and/or uncouple air brake, signal and steam hose; Couple and/or uncouple vestibule curtains. (Circular K-131, effective January 1, 1952.)

(b) Yard employees will not be required to couple or uncouple air hose on cars which they have not previously handled or do not subsequently handle in their cuts of cars or trains.

6. **Handling Dynamometer Car**

When the dynamometer car is attached to the road engine when it is moved between the roundhouse and passenger station, or between the train and roundhouse, it will be accompanied either by the road trainman, a herder, or a yardman.

(a) Where road trainman accompanies road engine and dynamometer car, with or without test cars, between train and roundhouse or engine tracks, he will be paid as provided in Article 15.

(b) When road trainman is not used and herder is on duty and available, he will accompany the movement and will be paid foreman's rate for that tour of duty.

(c) When the herder is not available, a yardman will be used and paid the foreman's rate.

(d) When the dynamometer car is handled within the engine or roundhouse tracks, or turned on turntable, the service of a yardman will not be required.

It is understood, of course, that the dynamometer car may be moved between points within the terminal by regular yard crew. (Circular K-88, February 4, 1943.)

7. **Yardmen Called From Regular Assignments**

(a) When switchtender-herders or switchmen are called from their regular assignments or crews to perform service as foremen under paragraph 2, Section (c), or paragraph 12(a), Section (d), of Article 46 of this agreement, or when switchtender-herders, switchmen, or foremen are called from their regular assignments or crews to perform service as car retarder operator under Paragraph (f), of Article 51, and fail to make the

amount they would have made on their regular assignments or crews, they shall be compensated the same as had they been on their regular assignment or crew.

(b) In applying Section (a), the difference will be based upon the employee's entire earnings as foreman and/or car retarder operator (including earnings on days off) while he is away from his regular assignment or crew.

ARTICLE 42

ASSIGNMENTS

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

(b) Yardmen not assigned to regular positions will work first-in-first-out.

(c) When yardmen are run around through no fault of their own, the man run around will be allowed one minimum day's pay and stand last out.

Understanding

When necessary to use a yardman to fill a trainman's vacancy in road service, the yardman first out on the yard extra board should be used. If a standard watch is required, and the man first out does not have a standard watch, the man nearest the top of the board who does should be used. (File K-163-14, January 10, 1949.)

Understanding

1. Regularly assigned or extra yardmen used in road service will be paid at yard rates unless payment at road rates produces a greater amount.

2. Emergency or furloughed yardmen used in road service will be paid at road rates.

3. Yardmen required to deadhead in connection with road service will be paid in accordance with Article 12.

4. Yardmen used in pool freight and in unassigned service and held at the away-from-home terminal will be paid in accordance with the provisions of Article 9 of this agreement at the road trainmen's rate. (Circular K-186, January 11, 1965.)

ARTICLE 43

STARTING TIME

(a) Regularly assigned yard crews shall each have a fixed starting time, and the starting time of a crew will not be changed without at least 48 hours' advance notice.

(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 a.m.; the second, 2:30 p.m. and 4:00 p.m.; and third, 10:30 p.m. and 12:00 midnight.

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

(d) Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 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 Sections (b) or (d).

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

(g) Yard crews, called or used in extra service, may be started at any time except between 12:00 midnight and 6:30 a.m.

ARTICLE 44

CALCULATING ASSIGNMENTS AND MEAL PERIODS

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 45

POINT FOR BEGINNING AND ENDING DAY

Yard crews shall have a designated point for going on duty, and a designated point for going off duty. The designated point for a crew to go off duty shall be the same as the designated point for it to go on duty. The designated point for a regularly assigned crew will not be changed without 48 hours' advance notice. This rule will also apply to switchtender-herders and other yardmen working singly. (Circular K-161, effective March 25, 1957.)

ARTICLE 46

ASSIGNMENTS AND FILLING VACANCIES

(a) Yardmen who are away on leave of absence, vacation or laying off for any reasons during the entire period that runs, positions or vacancies are under advertisement, on written application within three days following their return to work, will be permitted to exercise their seniority to such runs, positions or vacancies.

NOTE — This to apply to new positions and permanent vacancies covered by paragraph 3(a) Section (d), Article 46. (Circular K-184, effective May 16, 1963)

(b) **The following will apply to yard positions:**

1. New positions or permanent vacancies will be advertised on bulletin boards for 3 days, and the senior yardman making written application will be assigned thereto.

2. Where it is known a vacancy will exist for 10 days, or where a vacancy has existed for 10 days, it will be advertised on bulletin boards for 3 days, after which the senior employee making written application will be assigned.

Interpretations

When a vacancy as foreman is advertised and no bids received, the junior foreman on the extra board will be assigned; if no qualified foreman on the extra board, the junior qualified foreman holding regular position as switchman will be assigned. (Circular K-1, May 9, 1929.)

When a position as switchman is advertised and no bids received from regular employees, the

senior extra employee will be assigned and bids from junior extra employees disregarded. (Circular K-2, June 3, 1929.)

3. Yardmen will be entitled to displacement rights when their assignment is annulled for one day or more, when their starting time is changed one hour or more, or when displaced by a senior employee.

4. Where an extra engine is worked for five consecutive days, it will be advertised as a permanent assignment.

5. New positions, or advertised vacancies, will be filled by the extra employees first-in-first-out during the period of advertisement.

6. Extra switchmen entitled to regular positions must accept same.

(c) 1. Where there is work sufficient to justify, a pool of extra foremen may be established by advertisement and the senior employees, making written application, will be assigned to and protect extra foreman's work exclusively. Such employees will work first-in-first-out. If no applications are received, the junior extra foreman will be assigned. Such pools will be reduced when the employees therein fail to make 22 days per month.

Interpretation

Where an extra pool is established and no member of the pool is available for service, the senior emergency qualified foreman (working as a switchman) who has had 8 hours' rest will be used. Should there be no qualified employee available, with 8 hours rest, the senior employee will be used. (File Sys. 66, K-364, April 4, 1928).

2. Where no pool is established, extra foremen, whether assigned to regular positions as switchmen or to the the extra board of switchmen, will be carried on a separate board and will be used in turn first-in-first-out. An extra foreman, who is also an extra switchman, will be placed at bottom of board of extra switchmen and extra foremen after working in either capacity. An extra foreman, who is a regular assigned switchman, and is not available as extra foreman when needed, will be placed at bottom of foremen's extra board.

Interpretation

In a yard working under this section, a cut-off switchman who holds seniority as a foreman will not be carried on the extra foremen's board as provided by paragraph 2, unless there is a working switchman whose foreman seniority is junior to that of the employee cut off. (Circular K-77, August 22, 1939)

A displaced switchman who is an extra foreman on extra foremen's board set up under paragraph 2, Section (c), Article 46, and who stands for either board, will maintain his position on the extra foremen's board provided he places himself in time to be used when next needed as foreman. If he fails to so place himself, his name should be removed from the extra foremen's board and he should not be used as foreman, except when no other foreman is available, until he places himself, after which his name should be placed at the bottom of the extra foremen's board. (Circular K-115, February 25, 1949.) (Also see Circular K-92, February 28, 1945.)

3. Yardmen holding regular assignments either as switchmen or foremen will not be permitted to work more than one shift in either or both capacities in any calendar day, except in case of emergency.

NOTE — Extra or emergency yardmen shall not be permitted to work more than one shift in a 24-hour period without having 8 hours off duty between shifts, except in case of emergency. (Circular K-48, February 5, 1934)

NOTE — Yardmen changing from one position to another in the exercise of seniority rights, within the same calendar day, will be permitted to work more than one shift within the 24-hour period, provided they have had 8 hours' rest between shifts. (K-364 Genl., July 7, 1928.)

(d) **Exception:**

1. The following applies to the following terminals or yards:

Anniston	Flomaton
Atkinson-Earlington	Florence
Birmingham-Boyles	Gadsden
Cincinnati	Guthrie
Corbin	Hazard
Decatur	Henderson
East St. Louis	Hopkinsville
Etowah	Howell-Evansville
Louisville	Montgomery
Loyall	New Orleans
Memphis	North Yard
Knoxville	Owensboro
Lexington	Pensacola

2. Switchmen and foremen will be in same seniority class, i.e., their seniority will be interchangeable, and their rights to positions and work shall be in accordance therewith.

3. (a) Yardmen desiring to obtain other positions may exercise their seniority rights once every 30 calendar days, computed from date of last exercise of seniority, regardless of whether voluntary or involuntary, provided they give notice of not more than 18 hours but not less than 12 hours to the proper officer, stating whether they will exercise seniority to a regular job or to the extra board. If they desire to exercise seniority to a regular job, they will state the number of the job they will take, the starting time, and whether they will work as foreman or switchman. (Circular K-172, effective April 1, 1959.)

(b) When new positions are created, or permanent vacancies occur on regular assignments, yardmen may exercise their seniority rights thereto, regardless of when they last exercised their seniority, provided they do so in advance of the regular relief time of the assignment on the fifth calendar day beginning with the date the new position was created or the permanent vacancy occurred.

4. Employees who are displaced for any cause shall, unless they obtain permission to lay off, select another regular job or the extra board within 12 hours after notice of being displaced. Displaced employeesmen will not be allowed to select a new job within less than 3 hours of the starting time of that assignment. If no selection is made, the proper officer will be privileged to place him on the extra board.

5. a. An employee will be considered displaced when a senior employee takes his assignment or when the assignment is discontinued.

b. An employee may exercise his seniority to another regular assignment or the extra board when the number of days his assignment works

per week is changed, when its starting time is changed as much as one hour, when its designated days off are changed, when its designated point for going on duty or designated point for going off duty is changed, or when his regular assignment is annulled for one or more days. He will not be allowed to select another regular assignment within less than 3 hours of the starting time of that assignment. When an employee whose assignment is annulled for one or more days exercises his seniority to the extra board, he will be placed on the extra board in addition to the employees thereon.

c. When an employee's regular assignment has been annulled for more than two consecutive days it is bulletined to work, it will be considered discontinued.

6. Yardmen will be notified not less than 12 hours in advance of the starting time of their assignment when it is annulled or discontinued. When an assignment is annulled on a national holiday, yardmen will be notified 16 hours in advance of the regular starting time of the assignment or not later than the off-duty time on the day preceding the holiday. The company agrees to make a reasonable effort to promptly notify an employee when he is displaced. However, for any failure to so notify him through no fault of the company at his usual calling place, the company will not be penalized.

7. When new jobs are created, the junior qualified yardmen on the extra board will be assigned, provided they have not been claimed by senior employees.

8. When a vacancy occurs in the foremanship of a regularly assigned job, the senior qualified employee in such crew, who has been regularly assigned as switchman, shall act as foreman until displaced by an older employee in point of service.

NOTE — When assigned as foreman under this section it will not be considered as an exercise of seniority.

9. When a permanent vacancy occurs in a regularly assigned job for a switchman, the junior switchman on the extra board will be assigned, provided it has not been claimed by a senior qualified employee.

10. When it is known that any assigned job will be vacant for five calendar days or more, or when it has been vacant for five calendar days, it shall be declared a permanent vacancy.

11. All regular employees laying off will be required to report for duty at least 4 hours before their job goes to work.

12. a. All extra yardmen will work first-in-first-out, except as otherwise provided. Right is reserved to assign qualified foremen to vacancies on established assignments or new jobs in the event there is no qualified foreman with the crew or on the extra board. Qualified foremen regularly assigned as switchmen may be used as foremen. When it is necessary to call an employee working as switchman from his regular assignment to act as foreman on another job, he will be called to go to work as foreman as near as possible to the starting time of his regular assignment.

b. When a new position for a foreman is established or a permanent vacancy for a foreman occurs and there is no qualified foreman regularly assigned as switchman in the same crew or on the extra board, and the position is not claimed under the provisions of paragraph 3 (b) of this section, the junior qualified foreman not holding a position as foreman will be assigned to it. The junior foreman so assigned will remain on the position until displaced by a senior employee, a junior qualified foreman not holding a position as foreman becomes available, the job is discontinued, or he is privileged to exercise his seniority to another foreman's assignment under paragraph 3 or 5 (b) of this section. When a junior qualified employee not holding a position as foreman becomes available, the assigned foreman will be privileged to exercise his seniority, or if no such junior qualified employee becomes available in the meantime, he may, after the expiration of 30 calendar days, or when changes described in paragraph 5 (b) occur, displace any junior foreman holding a position as foreman.

13. These rules also apply to switchtender-herders in yards where this Section (d) has been adopted, in the same manner that they apply to switchmen. In such yards where seniority rosters of switchtender-herders and foremen-switchmen have not been consolidated, they apply to switchtender-herders independently of foremen-switchmen.

NOTE — Paragraphs 1 to 13, inclusive of this section were applied to the following yards on the dates shown:

YARD	EFFECTIVE DATE
Anniston	August 16, 1926
Atkinson-Earlington	February 20, 1946
Birmingham-Boyles	August 16, 1926
Corbin	September 1, 1949
Decatur	August 16, 1926
East St. Louis	August 16, 1926
Etowah	December 23, 1950
Flomaton	February 15, 1938
Florence	August 1, 1945
Gadsden	August 16, 1926
Guthrie	February 20, 1946
Hazard	March 1, 1928
Henderson	February 20, 1946
Hopkinsville	February 20, 1946
Howell-Evansville	August 1, 1927
Knoxville	August 16, 1934
Loyall	May 1, 1953
Memphis	March 1, 1928
Montgomery	October 1, 1929
New Orleans	February 1, 1929
North Yard	December 23, 1950
Owensboro	November 1, 1936
Pensacola	July 16, 1933

with the understanding that employees at those points holding seniority as foremen on the effective date have priority rights as foremen over employes who did not hold rights as foremen on the effective date.

ARTICLE 47

SELF-PROPELLED MACHINES — YARD SERVICE

(JUNE 25, 1964 UTU NATIONAL AGREEMENT)

Section 1 Yard Service — 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 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 employee, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

Section 2 Rules and practices under which a locomotive engineer, or fireman where presently required, is employed on on-rail self-propelled vehicles or machines for the purpose of operating the machine in the performance of all the work for which such machines are designed are retained.

Section 3 Except under the conditions herein specifically prescribed, operating employees need not be used on self-propelled vehicles or machines. It should be noted in addition that this Agreement does not alter any existing rules or practices except as specifically stated herein.

Section 4 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 year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 percent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of the 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.

Section 5 Nothing contained in this Rule shall be construed to require the employment of engine and train service employees where not now required.

ARTICLE 48

SWITCHING LIMITS

Existing agreements are amended to read as follows:

The employees involved, and the carriers represented by the National Carriers' Conference Committee, being desirous of cooperating in order to meet conditions on

the various properties to the end that efficient and adequate switching service may be provided and industrial development facilitated, adopt the following: (JANUARY 27, 1972 NATIONAL AGREEMENT)

1. Except as provided in Section 2 hereof, where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, whereupon the carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

   In the event the carrier and the General Chairman or General Chairmen cannot agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following date of last conference. The decision of the Arbitration Board will be made within 30 days thereafter. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon seven days' notice by the carrier.

2. Where, after the effective dates of the 1951 and 1952 Agreements, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four miles from the switching limits in effect as of the date of this Agreement. Other industries located between such switching limits and such new industries may also be served

by yardmen without additional compensation or penalties therefor to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with the rules governing changes in switching limits.

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this Section 2 and a statement of such time shall be furnished to General Chairman or General Chairmen representing yard and road crews by the carrier each month.

Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier shall periodically advertise to road service employees the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employees involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employees holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers).

NOTE — On July 1 of each year, time consumed by yard crews working in the four-mile areas will be offered to road employees. Should they decline to accept to work off the accumulated time within the period of time that they had been accumulated they will forfeit their rights to such work for that year.

EXAMPLE — Road employees entitled to 60 days in yard on July 1, thirty days after July 1 a road employee expresses desire to work off accumulated time. He would only be permitted to work off the remaining 30 days.

3. This Agreement shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

4. The foregoing is not intended to amend or change existing agreements involving predominantly full-time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in Section 2 hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952.

ARTICLE 49

ABOLISHMENT OF LAST YARD ASSIGNMENT

(a) The last remaining yard assignment in a yard may be abolished when yard service available for it to perform falls below an average of 4 or less hours per day worked in a 30-day period, but such discontinued assignment shall be re-established when the yard service available exceeds an average of 4 hours per day on calendar days of assignment before it was discontinued, in a 30-day period.

(b) Average amount of work available will be determined by a joint check of a 30-day period, correctness of which is certified by representative designated by the company and representative designated by the committee. Averages will be determined by counting all yard service performed by the yard crew and all work done in that yard by road crews beyond that which, by agreement, it is permissible for road crews to perform at intermediate points where yard engines are employed.

(c) In initiating abolishment the company may require the first joint check. If the first check results in abolishment of the assignment the committee may require a joint check at any time after the assignment has been off 6 months, and either party can require a check each 6 months thereafter to determine whether the assignment shall be discontinued or restored as the case may be.

(d) When the last remaining yard assignment in a particular yard is abolished, the company may require the remaining work to be performed by road crews and there will be no claims of any nature presented by the employees on that account. (Circular K-131, effective January 1, 1952.)

(e) **ARTICLE V, Combination Road-Yard, June 25, 1964 National Agreement**

The last yard crew assignment in a yard, or on a shift where more than one 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 hours within

a spread of ten hours for ten consecutive working days. The ten 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 hours of such work within any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of the yard crew assignment on a particular shift (in yards where more than one 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 hours switching within the spread of 12 hours for ten consecutive working 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-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 yard assignment is employed, it shall give ten (10) days' written notice of the proposed discontinuance to the representatives of the employees involved, 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 anytime prior to the date

the study is to begin, the representatives of the employees involved shall advise the carrier of the names 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.

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.

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

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

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-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.

6. No change in work permitted or compensation paid to combination assignments, such as Mine Run, Tabulated assignments, etc.

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 1 hour at appropriate yard rates.

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.

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.

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.

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 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 Act of 1952), with the carrier paying 75 percent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

ARTICLE 50

CAR RETARDER OPERATORS AGREEMENT

It is hereby agreed between the Louisville & Nashville Railroad Company and its Baggagemen, Brakemen, Flagmen, Yard Foremen, Switchmen, Switchtenders and Herders, that:

(a) 1. Effective October 11, 1940, yardmen's seniority (yard foremen or yard conductors, switchmen or helpers, switchtenders or herders) will be extended to include the positions of Car Retarder Operators, the following rules applying:

2. All yardmen shall be considered for this work and assignments will be in accordance with seniority, ability, and fitness.

(b) **Rates of Pay** — See current rate schedule.

(c) **Combination Service**

1. Car retarder operators will, when requested perform during their tour of duty any work of the class in which they hold seniority rights.

2. Where a yardman performs car retarder operator's work and other switching service the same day, it will be termed "combination" service and the higher rate of pay will apply for the entire day's work.

3. When car retarder operators are not in their towers, yardmen will when required throw the switches, ride cars, and set brakes, and when this is necessary it is understood that this is not considered as car retarder operator's work and will not be termed combination service.

Interpretation

It is understood that if a car retarder operator is on duty and under pay but is temporarily out of the tower and a foreman or switchman throws switches or rides cars for a particular move or movements, it will not be considered "combination" service.

(d) **Basic Day**

1. Eight hours or less shall constitute a day's work except when changing off where it is the practice to work alternate days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra employees are required by schedule rules to be used, all time worked in excess of 8 hours continuous service in a 24-hour period shall be paid for as overtime, on the minutes basis at one and one-half times the hourly rate.

2. Any time worked in excess of 8 hours, where continuous shifts are worked, due to making turnover or waiting for relief, will not be considered as overtime.

Interpretation

It is understood that where there is a certain number of hours of service, such as 3 employees working 24 hours, overtime will not be paid because one happens to be late. The redress of the man who works over 8 hours, in such cases, will be by taking the matter up with the officials in charge. If there should be overtime worked as result of failure of the Railroad Company to provide relief men, that would be paid for.

(e) **Qualifying and Cubbing**

As additional car retarder operators are needed, senior employees working in yard service who are not qualified will be given preference if they desire to qualify as car retarder operators. If the required number of such employees do not respond to call for qualification as car retarder operator, the call will then be offered to senior employees working in road service. If the required number of such employees do not respond to call for qualification as car retarder operator, the call will be offered furloughed employees in seniority order. If the required number of such employees do not respond to call for qualification as car retarder operator, such call will, then be offered to other than yardmen or roadmen. Those qualifying as car retarder operator will establish car retarder operator seniority as of date of certification, in their relative standing as they appear on (1) seniority roster applying to switchman, or (2) other than as named above. Once an employee begins cubbing for car retarder position, he will remain thereon and cannot be disturbed for any reason until he has qualified or as otherwise provided herein.

Cubbing time will be at carrier's discretion but will not exceed maximum time of 25 cubbing shifts, (one shift per day, five days out of seven). The selected employees will be allowed a day's pay at the basic yard rate to which assigned or not less than switchman's basic yard rate for each day cubbed.

Interested employees should satisfy themselves before making application that they desire to be car retarder operators. Selected employees may decide at any time prior to the time qualified that they wish to return to their former service; however, only a maximum of five cubbing tours will be allowed under those conditions. If disqualified as car retarder operator by the carrier or if the employee gives up, he will not again be considered for the purpose of qualifying for car retarder operator within less than one year. Such employees will promptly report to the position from which he came, if it is still available, in line with his seniority, unless granted permission to be off.

An employee who attains seniority as car retarder operator subsequent to the date of this agreement cannot relinquish such seniority.

(f) **Seniority and Filling Vacancies**

1. In filling the position of car retarder operator, seniority, ability, and fitness will govern, the Company to be the sole judge as to the qualification of the applicant for the filling of the position.

Interpretation

It is understood that this will not prevent an employee or his representative from taking the matter up if there is any evidence of discrimination or unfair treatment in giving preference to younger employees.

2. Car retarder operators desiring to obtain other positions, or yardmen desiring car retarder positions, may exercise their seniority rights once every 30 days, provided they give the proper officer 12 hours' notice, stating the number of the job which they will take, the starting time, and the capacity in which they will work.

3. When new car retarder operator positions are created, or permanent vacancies occur on regular assignments, yardmen may exercise their seniority rights thereto, regardless of when they last exercised their seniority, provided they do so within 5 days from date new position is created or permanent vacancy occurs.

4. When yardmen exercising seniority to a new position or permanent vacancy of car retarder operator, they will not be permitted to return to the regular crew or position from which they exercised their seniority rights within less than 30 days, unless they are displaced.

5. Car retarder operators who are displaced for any cause, shall select another regular job within 12 hours after notice of being displaced. Displaced employees will not be allowed to select a new job within less than 4 hours of the starting time of that assignment. If no selection is made, the proper officer will be privileged to assign him.

6. An employee will be considered displaced when a senior man takes his job, when the job is discontinued, when the number of days worked per week is changed, or when the starting time is changed as much as one hour.

7. The Company agrees to make a reasonable effort to notify an employee when he is displaced. However, for any failure to so notify him through no fault of the Company, the Company will not be penalized. When an employee is notified as much as 2 hours before the time he would have gone to work and he fails to exercise his seniority rights and loses the day, the Company will not be penalized.

8. When new car retarder operator positions are created, or permanent vacancies occur on regular assignments, and no qualified car retarder operator exercises seniority thereto, the junior qualified car retarder operator assigned to yard service will be assigned thereto. If no qualified operator is working in yard service then the junior qualified operator unassigned as car retarder operator (according to car retarder operator seniority roster) will be assigned.

9. Day-to-day vacancies will be filled in the following order by qualified car retarder operators:

   (a) Senior employee assigned in yard service on the same shift as the car retarder operator vacancy available for a straight time shift;

   (b) Employee nearest top of yardmen's extra board, available for a straight time shift;

   (c) Senior furloughed car retarder operator available for straight time shift;

   (d) Senior employee other than yardman or roadman available for a straight time shift;

   (e) Senior qualified car retarder operator working in yard service on off days on same shift as car retarder operator vacancy, provided he is registered for off-day work;

   (f) Senior qualified car retarder operator working in yard service on off days of other shifts, provided he is registered for off-day work;

   (g) Yardman nearest top of yard extra board available for eight (8) hours service;

   (h) Senior road service employee at the terminal available for eight hours' service.

10. Vacation vacancies will not be considered permanent vacancies but will be filled in accordance with Section 9 above.

11. When it is known that any assigned job will be vacant for 30 days or more, or when it has been vacant for 30 days, it shall be declared a permanent vacancy, and yardmen qualified as retarder operators will be allowed to exercise their seniority rights to the job.

Interpretation (12/16/76)

Effective 35 days after the agreement of January 1, 1977 pertaining to revision of Sections (e) and (f) of the car retarder operator agreement, it is agreed that so long as that agreement remains in effect, we will agree that employees working in yard service will qualify for time and one-half when performing car retarder operator service within the 22½ hour rule or on the 6th and/or 7th day of the week. The same to apply when working as car retarder operator and thereafter performing a tour of duty in yard service under the above conditions.

(g) Except as established under Section (a), nothing herein shall extend the seniority of an individual beyond what he held prior to the date hereof.

(h) **Lunch Time**

1. Car retarder operators will be allowed 20 minutes for lunch between 4½ and 6 hours after starting work, without deduction in pay. The lunch period will be designated by the yardmaster.

2. Employees other than car retarder operators may be required to operate the retarder equipment during the lunch period without penalty to the company.

3. Car retarder operators not allowed 20 minutes for lunch between 4½ and 6 hours after starting work, will be allowed 20 minutes at punitive rate.

ARTICLE 51

FIVE-DAY WORK WEEK

Section 1

(a) Beginning on the date this agreement becomes effective on any carrier, such carrier 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 40 hours, consisting of 5 consecutive days of 8 hours each, with 2 days off in each 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 carriers will, prior to the effective date, post notices or bulletins as required by schedule, bulletin rules, or practices in effect.

(c) (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 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.

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

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

(3) The changes as enumerated above shall begin on the effective date of this Article, 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.

Section 2

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

Section 3

(a) When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency employees or unassigned employees.) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have 5 consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting times rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(b) Where regular relief assignments cannot be established for 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 5 consecutive days with different starting times on different shifts on different days, within the time period specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a

seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

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

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

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

Section 4

At points where it is not practicable to grant 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 5 consecutive weeks.

If the carrier contends it is not practicable to grant 2 consecutive days off to a regularly assigned or regular relief employee and that it is necessary to establish nonconsecutive 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 consecutive days off. If such representatives fail to agree, the carrier may nevertheless establish nonconsecutive 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 2 consecutive days off.

Section 5

On properties where employees hold seniority in both road and yard service and work from common extra boards protecting both classes of service, such extra boards will be separated except as otherwise provided in the Note following this Section 5. On these properties separate extra boards covering road and yard service respectively will be established and regulated in accordance with applicable rules on the individual properties consistent with service requirements. Employees on common extra boards which are separated will exercise their choice to work on

either the road or yard board in accordance with their seniority rights.

Employees selecting yard extra boards will remain on same for at least 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.

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 1 of this Article.

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.

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.

Section 6

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

Section 7

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

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

(c) In event a regular or regular relief job or assignment is annulled for one day or more and any or all of the displaced yard service employees are unable to displace an employee or employees with lesser seniority on such day or days, thereby being deprived of working one or more of the 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

employees then on the board so as to be available for work on the sixth and/or seventh day of the work week to provide them an opportunity to work 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; and (3) that such service for the first 8 hours on such sixth and/or seventh days will be paid for at straight time rates, until such employee or employees have worked 5 straight time shifts in that work week, any service in excess of 8 hours on such days to be paid for under the overtime rules.

Section 8

(1) 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 employees, except that work performed by regular relief employees on assignments which conform with the provisions of Section 3 shall be paid for at the straight time rate.

(2) 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 shifts to change off, or where exercising seniority rights, all time worked in excess of 8 hours continuous service in a 24-hour period shall be paid for as overtime on a minute basis at one

and one-half times the hourly rate. 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.

(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 employee commences work on a second shift in a 24-hour period he shall be paid at time and one-half for such second shift except when it is started 22½ to 24 hours from the starting time of the first shift.

A 24-hour period, as referred to in this rule, 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 employee 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 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 employee 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 an employee

or employees on such board available for work at the pro rata rate, a senior employee who exercised his seniority to work two 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 (3): On such roads as have an existing rule or practice differing from the rule of the December 12, 1947 Agreement, titled "Overtime Rate in Yard Service - Extra Men", and providing for pay at time and one-half, without exception, to extra yardmen performing a second tour of duty in a 24-hour period, the Employee's Committee may elect to retain the existing rule or practice in lieu of this rule.

(3) Employees worked more than 5 straight time 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:

(a) Where days off are being accumulated under Section 4 of this Article;

(b) When changing off where it is the practice to work alternately days and nights for certain periods;

(c) When working through 2 shifts to change off;

(d) Where exercising seniority rights from one assignment to another;

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

In the event an additional 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 5 straight time 8-hour shifts referred to in this paragraph (3).

(4) 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 (3) of this Section 8, be utilized in computing the 5 straight time 8-hour shifts referred to in such paragraph (3) 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, 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, standby 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.

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

Section 9 NOT APPLICABLE

Section 10

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

Section 11

(a) All regular or regular relief assignments for yard service employees shall be for 5 consecutive calendar days per week of not less than 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 of "days off" period, but will not be permitted to work more than 5 straight time 8-hour shifts, as referred to in paragraph (d) of this section, in the work week of the assignment or "days off" period which he had at the time he made his choice; provided, however, that if the foregoing would not permit such employee to work one or more days of the assignment of his choice, and if there is no extra employee 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 5 straight time 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 5 straight time 8-hour shifts in yard service (excluding the exceptions from the computations provided for in Section 8, paragraphs (3) and (4) in a work week, unless the extra board has been exhausted and the exigencies of the service require the use of additional employees, 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.

Section 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:

Car Retarder Operators
Hump Motor Car Operators (Chauffeurs)
Leverman
Switchtenders (sometime classified as Switchmen)

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

Section 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.

Section 14

The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the 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.

Excerpts from circular letter issued by the Director of Personnel, in connection with the 5-day work week for yardmen (yard foremen, switchmen, switchtender-herders, and car retarder operators), effective April 1, 1952. This section's numbers refer to the section numbers of the 5-day work week rules.

CIRCULAR LETTER DATED FEBRUARY 28, 1952

Section 1

(a) The 5-day work week is to become effective at 12.01 a.m., April 1, 1952.

(b) On this railroad we do not have any yards operating under a strict seniority or mark-up plan. Therefore, this section, and the references to these terms elsewhere in the 5-day work week rules, may be disregarded.

Section 2

The work week for regularly assigned employees begins on the first day following the days off. Thus, for example, the work week of a regularly assigned employee having Saturday and Sunday as the days off begins on Monday; if Monday and Tuesday are the days off, Wednesday is the first day of the work week.

Section 3

(a) Under this section service required by the carrier on days off of regular assignments may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees. The parenthetical sentence means that rules and practices with reference to the use of "cut-off" or emergency employees, or unassigned employees, are not changed. Where regular relief assignments are established, they may have different starting times on different days. As an illustration, a regular relief assign-

ment may be set up to relieve four crews with starting times anywhere between 6:30 a.m. and 8:00 a.m., one day each, and relieve and independent assignment with starting time at 9:00 a.m. one day per week.

The last clause of Section 3(a) can probably best be explained by the following illustration. Guthrie, Hopkinsville, Earlington-Atkinson, and Henderson yards constitute one seniority district. Extra boards are presently maintained at Guthrie and Earlington-Atkinson. It is not intended that regular relief assignments be set up to relieve regularly assigned crews at Guthrie on certain days of the week and relieve regularly assigned crews at Earlington-Atkinson on certain other days of the week.

Please note particularly that Section 3 permits the setting up of combination jobs, i.e., jobs peforming relief work on certain days and such types of other work on other days as might be assigned. For example, it is permissible to assign a crew to industrial switching, or to switching the freight house, three days of the week and to relieve a crew which normally switches on the lead on the days off of that crew.

(b) Permits the setting up of regular relief assignments with starting time on different shifts on different days where regular relief assignments cannot be established for 5 consecutive days on the same shift.

(e) It is our wish to relieve crews as a unit to the extent that we can consistently do so, particularly in large yards.

In designating days off for regularly assigned yard service employees on an individual basis, it will doubtless also be found practicable and desirable

in some instances to establish a regular relief assignment for an employee to work in more than one grade of service; for example, as foreman on certain days and switchman on other days, or as switchman on certain days and switchtender-herder on other days. The subject has been discussed with General Chairman Lane, of the Trainmen, and he agrees that such regular relief assignments are permissible if concurred in by the Local Chairman. It is, of course, understood that the rates of pay of the positions on which the employee is assigned to work will govern his pay. As an illustration, on days he is assigned to work on position paying foreman's rate, he will be paid foreman's rate; and on days assigned to work on position paying switchtender-herder's rate, he will be paid switchtender-herder's rate.

Section 4

Agreements between the local officials and the local chairmen for the accumulation of days off or the establishment of nonconsecutive days off should be submitted to the Personnel Department for the approval of the Director of Personnel and the General Chairman.

In the event the local officials consider it necessary to establish nonconsecutive days off in particular situations, but the local chairmen are unable to agree, full statements of facts should be submitted to the Personnel Department for consideration and further instructions.

Section 5 — This section omitted.

Section 6 — This section omitted.

Section 7

(a) It is optional with the employee whether he lays up with the job or exercised his seniority.

(b) This section relates to the handling of employees on the day or days their assignments are annulled, in yards where such employees who exercise seniority to other jobs have the right to return to the assignment the next day it is worked. If such an employee desires to be placed on the extra board, he must, in the regular way, first attempt to place himself on another regular job, he must notify the proper official, or the official's representative, that he desires to revert to the extra board.

(c) This section refers to the use of employees on the sixth and/or seventh day of the work week in the event their regular job has been annulled for one or more days during the work week, in yards where such employees who exercise seniority to other jobs have the right to return to the assignment the next day it is worked. Such an employee taking the extra board should be removed from the extra board when he has worked a total of 5 straight time 8-hour shifts in yard service in the work week, and in any event not later than 12 midnight of his second day off. If as a result of his use from the extra board on his days off, he is not available for his regular job on the first day of the next work week he loses the day. If he works on a day off under this rule, beginning, for example, at 11:00 p.m., and his regular assigned job starts at 7:00 the next morning, he may double through, being paid straight time rate for both shifts; it would be exercise of seniority. If such an employee should be relieved to avoid violation of the Hours of Service Law before the remainder of the crew is relieved, there would be no violation of the crew consist rule for yard service which has been agreed to.

Section 8(2)

This is the daily overtime rule for extra yardmen. It is the same as paragraph 2 of Article 39, of this Agreement, as revised by Circular K-123, dated July 20, 1951, which continues in effect.

Section 8(3)

This is the weekly overtime rule for both regular and extra yardmen.

Section 10

There is no guarantee for yard service in our General Agreement, and no guarantee is created by the rules for the 5-day work week.

Section 11

(a) This section provides that all regular or regular relief assignments for yard service employees shall be for 5 consecutive calendar days per week of not less than 8 consecutive hours per day, except as otherwise provided in this Article. Bear in mind, however, that this section does not prejudice the Company's right to annul jobs and that there is no guarantee in yard service. With the institution of the 5-day work week on April 1, 1952, Article 46, Section (b), paragraph 4 of the General Agreement, which provided that when an extra engine is worked for 5 consecutive days, it will be advertised as a permanent assignment, and which was superseded by the 6-day work week rules, again becomes effective.

(b) This section provides that a yardman changing from one regular or regular relief assignment to

another "will not be permitted to work more than 5 straight time 8-hour shifts * * * in the work week of the assignment he had at the time he made his choice * * *," subject to the exception contained in the rule. This means that, subject to the exception, an employee changing from one assignment to another will not be permitted to work more than 5 straight time shifts in the work week of the assignment from which he exercised seniority. To illustrate:

EXAMPLE 1: "A", on assignment No. 1, regular days off Tuesday and Wednesday, worked that assignment Thursday (first day of its work week), Friday, Saturday, Sunday and Monday. At the close of his shift Monday, he exercised seniority to assignment No. 2, regular days off Sunday and Monday.

Question: Would "A" be permitted to work assignment No. 2 on Tuesday and Wednesday?

Answer: No. Thursday was the first day and Tuesday and Wednesday (days off) the last two days of the work week of his old assignment (Job No. 1), and "A" having worked 5 straight time 8-hour shifts in the work week of his old assignment (Job No. 1), would be working more than 5 days in the work week of the assignment (Job No. 1) he held a the time he changed jobs if he were permitted to work on his new assignment (Job No. 2) on Tuesday and Wednesday, the last days of the work week of his old assignment. "A" should be permitted to start work on Job No. 2 Thursday and thereafter take conditions of that assignment.

EXAMPLE 2: "B", assigned to Job No. 3, regular days off Tuesday and Wednesday, works that assignment Thursday (first day of its work week), Friday, Saturday, and Sunday. At the close of the shift Sunday, he exercises seniority to Job No. 4, regular days off Friday and Saturday.

Question: Should "B" be permitted to work Job No. 4 Monday?

Answer: Yes, because at completion of shift on Sunday he has worked only four days in the work week of his old assignment (Job No. 3) which began on Thursday. But he should not be permitted to work Job No. 4 either Tuesday or Wednesday the last two days of the work week of his old assignment (Job No. 3), because he would then be working more than 5 days in the work week of his old assignment (Job No. 3). Thereafter, however, he will take the conditions of assignment on Job No. 4.

EXAMPLE 3. "C", assigned to Job No. 5, with Tuesday and Wednesday the regular days off, works that assignment Thursday (first day of its work week), Friday, Saturday, and Monday. He did not work Job No. 5 Sunday because he laid off or the assignment was annulled for the one day. At the close of the shift Monday he exercises seniority to Job No. 6, with Sunday and Monday the regular days off.

Question: Should "C" be permitted to work Job No. 6 Tuesday and Wednesday?

Answer: He should be permitted to work one of the two days but not both. He can work one of the days without working more than 5 straight time 8-hour shifts in the work week of his old (Job No. 5) assignment, but if he worked both he would exceed the 5 straight time shifts allowable.

In determining these questions always remember that the assigned consecutive days off of an assignment are also the last two days of the work week of that assignment — therefore, the last two days of the work week of the assignment the employee holds at the time he changes jobs.

In applying Section 11(b), please also understand that the term "extra employee" as used therein is not limited to employees on an extra board, but also includes employees who stand to fill vacancies under such rules as paragraphs 8 and 12, Section (d), Article 46, and Section (1), Article 25, of the General Agreement.

(c) The first paragraph of the rule refers to yardmen on the extra board who take a regular or regular relief assignment.

EXAMPLE 1: "A", on the extra board, works Monday, Tuesday, and Wednesday. At the close of the day Wednesday, he takes regular assignment No. 1 with Friday and Saturday the regular days off. He is permitted to work assignment No. 1 Thursday and takes the condition of the assignment.

EXAMPLE 2: "B", on the extra board, works Monday, Tuesday, Wednesday, Thursday, and Friday. At the close of the day Friday, he takes regular assignment No. 2, with Sunday and Monday the regular days off. He is permitted to work assignment No. 2 Saturday and takes the conditions of that assignment.

The second paragraph of the rule refers to employees on regular or regular relief assignments who go on the extra board.

EXAMPLE 3: "C", on regular assignment No. 3, with Saturday and Sunday the regular days off, works Monday, Tuesday, Wednesday, Thursday, and Friday. At the close of the shift Friday, he goes to the extra board. He will not be permitted to work from the extra board Saturday and Sunday, because to do so would mean that he would work more than 5 straight time 8-hour shifts in the work week starting with Monday in which the change was made. Thereafter, he takes the conditions attached to the extra board.

EXAMPLE 4: "D", on regular assignment No. 4, with Tuesday and Wednesday the regular days off, works Thursday, Friday, Saturday, Sunday, and Monday. At the close of the shift Monday he goes to the extra board. In applying the conditions of the extra board to him, work performed prior to Monday will be disregarded, and he may continue to work in the work week starting with Monday in which the change was made, but he may not work more than 5 straight time 8-hour shifts in that work week.

(d) In the application of this rule, the extra board will be considered exhausted when all extra board employees have worked 5 straight time 8-hour shifts in yard service in the work week.

All regularly assigned employees who wish to protect work on their days off under this rule will give written notice to the effect to the Trainmaster.

When the extra board is exhausted as explained in the first paragraph hereof, and an additional employee is needed, proceed in the following manner:

1. First, follow applicable rules of the General Agreement. For example, paragraph 12 of Section (d) of Article 46 provides a method for securing qualified foremen in yards in which Section (d) of Article 46 applies; and Article 25(1) makes provision for the use of cut off men who have registered for emergency service.

2. If an employee is not available in that manner, use the first out available extra board employee (qualified foreman in the event the vacancy is for a foreman) who has already worked 5 straight time 8-hour shifts in yard service in the work week but who is otherwise available for an additional 8 hours' work.

3. If no such extra employee is available, use the senior available employee in the class in which the vacancy occurs, regularly assigned on the same shift as that on which the vacancy exists, who has registered for service on days off in accordance with the second paragraph hereof and is taking his days off.

4. If no such employee is available, use the senior available employee of the employees in the class in which the vacancy occurs, regularly assigned to the other two shifts, who have registered for service on days off in accordance with the second paragraph hereof and are taking their days off.

5. If no such employee is available, use a qualified employee holding a regular assignment in accordance with the practice followed prior to February 1, 1952, with respect to doubling regularly assigned employees.. Generally speaking, this practice was to use any qualified employee who was available for work.

6. The purpose of these instructions is to set up, to the extent possible, an orderly process for protecting extra work when extra employees have worked 5 straight time 8-hour shifts in yard service in a work week. They do not relieve yardmen of the duty to work when their services are needed in emergency and they are available, the same as they have done in the past.

Extra employees who have made 5 straight time 8-hour shifts in yard service in a work week should retain their position on the board even though it is necessary to use other extra employees around them until the end of the work week. Of course, the run-around rule does not apply in such circumstances. The object of not removing such an employee from the board is to prevent his necessarily being at the bottom of the board at the beginning of the next work week.

Please bear in mind that shifts paid for at time and one-half rate are not to be taken into consideration in computing the 5 straight time 8-hour shifts in yard service referred to in this section 11(d).

Section 13

In connection with this section of the 5-day work week rules, yardmen's extra boards will be adjusted on the following basis:

Maximum 22 days or equivalent per month.
Minimum 20 days or equivalent per month.
Adjust to — 20 days per month.
Adjustments to be made promptly after close of each semi-monthly payroll period.
Boards will be reduced only on request of Local Chairman.

Circular letter dated March 25, 1952

Question has been raised as to what day constitutes the beginning of the work week for regular or regular relief employees for whom nonconsecutive days off have been established by agreement. It has been agreed that the work week for such employees begins on the first day following the first day off in the calendar week.

Circular letter dated August 5, 1952

A yardman holding regular assignment laid off to take vacation. When he reported for work at end of vacation he exercised seniority to another job with off days different from those of the assignment he held during vacation. Based on the thought that the vacation days paid for were "days worked" on "old assignment", he was held off his new assignment one day to prevent his working more than 5 days in the work week of his old assignment.

It has been ruled that vacation days were the same as days on which the employee laid off on his old assignment and should not have been counted as days worked on the old assignment and that therefore, the employee should not have been held off his new assignment.

Circular letter dated August 13, 1952

Please refer to circular letter of February 28, 1952, particularly the instructions under Section 11(d) of the 5-day work week rules.

Question has been raised as to how a regular relief employee assigned to perform relief work on more than one shift, who has registered for work on days off, should be regarded in the application of items (c) and (d), under Section 11(d), of the circular of February 28, 1952. The subject has been discussed with General Chairman Lane, and it has been understood as follows:

Such an employee will be subject to item (c), under Section 11(d), of the circular of February 28, 1952, on days off with respect to vacancies on the shifts on which he is assigned to perform relief work. For example, an employee holds a regular relief assignment working the first two days of the work week on first shift, the next two days on second shift, and the fifth day on third shift. Regardless of whether the vacancy is on first, second, or third shift, this employee will be considered as "regularly assigned on the same shift as that on which the vacancy exists" as referred to in item (c).

Such an employee will be subject to item (d), under Section 11(d), of the circular of February 28, 1952, on days off with respect to vacancies on the

shift on which he is not assigned to perform relief work. For example, an employee holds a regular relief assignment working the first two days of the work week on first shift, and the next three days on second shift. A vacancy exists on third shift on which it is necessary to use an assigned employee on his days off. This employee will be in the same category as employees "regularly assigned to the other two shifts" as referred to in item (d).

ARTICLE 52

SBD Agreement No. T-006-86 (Dated February 1, 1986)

CREW CONSIST AGREEMENT

In full and final settlement of the Carrier's Section 6 Notice dated June 13, 1977, as it pertains to the consist of crews in road and yard service,

IT IS AGREED:

The consist of all road freight and yard crews, except as otherwise provided in this agreement, shall be not less than a conductor (foreman) and two brakemen (helpers). Such crews will hereinafter be referred to as standard crews.

Question and Answer No. 1

Q. Does this agreement change or in any manner affect the consist of crews in passenger service?

A. No.

Question and Answer No. 2

Q. Does this agreement change in any manner agreement rules and practices pertaining to the filling of conductor/foreman vacancies?

A. No.

Question and Answer No. 3

Q. When a standard crew works as a reduced crew as provided in this agreement, will the "brakeman" or "flagman" designation apply?

A. No.

Question and Answer No. 4

Q. When a crew which may be worked with one helper/brakeman has two helpers/brakemen, which position will be considered the blankable position?

A. The position occupied by the junior employee. If the position occupied by the senior employee is vacant, the junior employee will be considered as occupying the must-fill position.

Article 1

The reduction of a road freight service brakeman or yard helper position from any crew shall be made solely on a pure attrition basis, i.e., no road freight brakeman or yard helper position available to a protected employee under schedule rules will be blanked, nor will a protected employee be furloughed or remain on furlough as long as a reduced crew is operating in his seniority district, except under certain conditions hereinafter provided. A protected employee may elect and be allowed to go on furlough and remain furloughed until needed on a must-fill position. Consideration of voluntary furlough will be given in accordance with the seniority order of employees who make such requests.

Question and Answer No. 1

Q. Can a protected brakeman/helper who is furloughed at one yard or road extra board point be forced to a must-fill position at another yard or extra board point within his consolidated seniority district?

A. Only to the extent he could have been required to do so under existing agreements in effect immediately prior to this agreement. A prior rights employee under preexisting agreements who elects not to exercise his seniority to a position to which he is entitled will not prevent the Carrier from operating reduced crews at other points where no protected employees are furloughed.

Question and Answer No. 2

Q. Can a conductor/foreman of a reduced crew be required to perform service in the absence of a brakeman/helper?

A. No.

Question and Answer No. 3

Q. If a protected employee who requested and was granted permission to go on voluntary furlough desires to return to service, seniority permitting, how much advance notice will he be required to give?

A. The same notice Carrier is required to give to recall furloughed employees.

Article 2

(a) All employees holding seniority dates on road brakeman and/or helper seniority rosters on the effective date of this agreement shall be known and designated as "protected employees." Any such employee in a dismissed or suspended status as of the effective date of this agreement, or thereafter, who is subsequently reinstated with seniority rights unimpaired shall also be a protected employee.

(b) A protected employee shall retain the right to exercise seniority to must-fill, blanked or blankable second brakeman or second helper positions (except

those specified in Article 14 below and assignments which could be manned by one conductor (foreman) and one brakeman (helper) prior to the effective date of this agreement), subject to certain conditions provided for in this agreement. The protection against furlough for employees protected under preexisting crew consist agreements is preserved. Crews hereafter operated on a "one and one" basis pursuant to prior crew consist agreements will be subject to the Special Allowance and Productivity Fund payments of Articles 17 and 18 on the effective date of this agreement.

(c) Brakemen and/or helpers establishing seniority after the effective date of this agreement shall be known and designated as "non-protected employees" and shall not have the right to exercise seniority to or otherwise be used on blanked or blankable second brakeman or second helper positions, except as provided for in Article 16.

Question and Answer No. 1

Q. Will blankable second brakeman/helper positions continue to be bulletined?

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

Question and Answer No. 2

Q. Does a protected employee retain the right to exercise seniority to a blanked second brakeman/helper position?

A. Yes, under the conditions outlined in Article 6 or if he has an exercise of seniority under the schedule rules, except on those specified in Article 14 and assignments which could be manned by reduced crews prior to this agreement.

Question and Answer No. 3

Q. When there is a change in the consist of a crew, will the employees on the crew prior to the change be permitted to exercise their seniority?

A. Yes, provided they do so within twelve hours following completion of the first tour of duty. A change in the consist means that a position has changed from blankable to blanked, or vice versa.

Article 3

(a) "Must fill positions" are positions covered by agreements between Carrier and UTU, except second brakeman (helper) positions in road and yard service which may be blanked pursuant to this agreement.

(b) "Blanked position" refers to a second brakeman or helper position on a crew which is not filled and works as a "reduced crew."

(c) "Blankable position" refers to a second brakeman or helper position on a standard crew which is filled by a protected employee and which, under certain specified conditions, can be operated as a "reduced crew" in the absence of a second brakeman/helper.

(d) A "reduced crew" is a crew that operates with a conductor (foreman) and one brakeman (helper).

(e) A "furloughed" employee is an employee whose seniority does not entitle him to hold a position, regular or extra, on his seniority district.

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

Article 4

No Carrier supervisor, official, or non-craft employees (including yardmasters) shall be used to supplant or substitute in the work of any train or yard crew working under UTU Agreements.

Article 5

No protected employee will be moved from a standard crew of a conductor (foreman) and two brakemen (helpers) to a reduced crew of a conductor (foreman) and one brakeman (helper) in order to make such crew a standard crew of a conductor (foreman) and two brakemen (helpers), except:

In road service at the away-from-home terminal when (1) a brakeman vacancy exists on a reduced crew, or (2) the train on which the crew is to be used requires a standard crew, or (3) in order to restore a reduced crew to a standard crew, the vacancy will be filled in the following sequence:

(a) By stepping up the first rested and available brakeman from a blankable position.

(b) By stepping up the first rested and available brakeman from a must-fill position.

(c) By deadheading a brakeman from the home terminal.

In the application of paragraphs (a) and (b), it is understood that such brakemen will be used only on assignments operating to the home terminal and that subsequent brakemen will not be stepped up to fill a

vacancy on a crew from which a brakeman had been stepped up in order to make that crew a standard crew. The trainman who is stepped up to restore a crew to a standard crew as provided for in the second paragraph of this Article 5 will be allowed the Special Allowance as provided in Article 17 of this agreement separate and apart from the make-whole provisions set forth next below:

A trainman used off his assignment under (a) or (b) above will be returned to his assignment at the home terminal and will receive no less compensation than he would have earned had he remained on his assignment.

Question and Answer No. 1

Q. When stepping up a brakeman from a standard crew at the away-from-home terminal, which trainman should be selected?

A. Except when both brakemen on the crew are extra board brakemen, the senior brakeman should be selected. If both are extra board brakemen, the one who stood first out when they were called from the extra board should be selected. If the brakeman so selected cannot be contacted, the other brakeman on the crew may be used.

Question and Answer No. 2

Q. Will a brakeman who stands to be stepped up under this Article be disciplined should he miss the call?

A. No.

Question and Answer No. 3

Q. The first sentence of the third full paragraph of Article 5 reads:

"In the application of paragraphs (a) and (b), it is understood that such brakemen will be used

only on assignments operating to the home terminal and that subsequent brakemen will not be stepped up to fill a vacancy on a crew from which a brakeman had been stepped up in order to make that crew a standard crew."

Does this provision permit the Carrier to operate a reduced crew contrary to the provisions of this agreement?

A. No.

Question and Answer No. 4

Q. Is it intended to reduce a standard crew at the away-from-home terminal when such crew is called for a train only requiring a reduced crew, by deadheading the second brakeman home?

A. No. The second brakeman will remain with the crew except under conditions stated herein.

Question and Answer No. 5

Q. Will an employee who has been used to make a turnaround trip at the away-from-home terminal be stepped up to another crew which is to make a turnaround trip out of the away-from-home terminal?

A. No.

Article 6

Permanent must-fill vacancies which are not filled voluntarily in the usual manner will be filled by assigning the most junior brakeman/helpers on the respective extra boards. If non-protected employees are assigned (either by choice or if forced), other than those referred to in Article 16(b), an equal number of protected employees electing to remain on or go to the extra board will, in reverse order of seniority, lose their status in filling

blankable positions so long as non-protected employees are holding must-fill positions. However, a protected employee on the extra board so affected will be permitted to exercise his seniority.

Question and Answer No. 1

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

A. Yes.

Question and Answer No. 2

Q. When must a protected employee exercise his seniority under this Article?

A. Within twelve hours following notification.

Question and Answer No. 3

Q. When two vacancies exist on a crew and the first-out extra board employee is a non-protected employee and the second-out extra board employee is a protected employee, will both the first-out non-protected extra board employee and the second-out protected employee be called for the two trainman positions?

A. Yes. The must-fill vacancy is filled first by the first-out non-protected employee and the blankable position by the protected employee.

Article 7

Protected brakemen and helpers on the extra board shall be used on blankable second brakeman/helper vacancies and on must-fill vacancies to the extent specified below, except as provided in Article 6 of this agreement.

Non-protected brakemen/helpers on the extra board shall be used only on must-fill vacancies and those provided by Article 16(b) hereof and shall have no claim if runaround by a protected brakeman/helper used on a blankable vacancy.

(a) **YARDMEN'S EXTRA BOARD**

All extra board yardmen will continue to be confined to five straight-time, eight-hour shifts in their workweek under the Five-Day Work Week Agreement currently in effect. Road service work not to be considered.

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

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

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

(b) BRAKEMEN'S EXTRA BOARD

When an extra board brakeman has earned 1000 line miles in a workweek (a period of seven consecutive days starting with Monday), he will not be used for the remainder of the workweek on other than must-fill vacancies.

When the extra board is exhausted, must-fill temporary vacancies will be filled by the most junior available rested brakeman at the supply point. Those used under this provision will receive no less compensation than they would have earned on their own assignment.

Question and Answer No. 1

Q. When should furloughed men, who are protected under this agreement, be called for service?

A. When the extra list and the means for supplementing an exhausted extra list, pursuant to applicable schedule rules or present accepted practice absent a governing rule, have been exhausted.

Question and Answer No. 2

Q. Does the wording in 7(a), reading "same starting time bracket" mean the time periods referred to in existing starting time rules?

A. Yes.

Question and Answer No. 3

Q. Will a time and one-half tour of duty in yard service (other than working on a holiday) be counted as a day against a helper on the yard extra board under the provisions of Article 7(a)?

A. No; time and one-half tours will not be counted in computing the straight-time, eight-hour shift.

Question and Answer No. 4

Q. Does this Article 7(a) set aside application of schedule rules which require payment at time and one-half?

A. No.

Question and Answer No. 5

Q. What earnings will be used to compute the 1000 line miles in road service for extra board employees under the provisions of Article 7(b)?

A. The line mileage of each trip in road service with a minimum of the miles encompassed in the basic day, including deadhead trips under pay. Services paid for on an hourly basis of pay will be computed at 12.5 miles per hour. Time consumed in the performance of work for which an arbitrary allowance is paid will not be counted nor will held-away-from-home terminal payments be counted under this Article.

Article 8

The Carrier shall maintain a sufficient number of regular and extra employees to permit reasonable layoff privileges and to protect must-fill vacancies, vacations, personal leave days and other extended vacancies.

Article 9

(a) In the event a regular member of a standard yard crew, or an extra employee properly called, fails to report for duty at the assigned reporting time, and there is no available protected helper on the extra board, the position will be blanked and the remaining crew members will finish that tour of duty. They shall be paid the Special Allowance and payment will be made to the Productivity Fund as provided in Articles 17 and 18.

(b) If there is an available protected helper on the extra board he will be called to fill the vacancy and the remaining crew members may be required to work on a reduced crew basis not to exceed sixty minutes. In such cases, if the second helper has not reported and joined the crew by the time such sixty minutes expires, the Carrier shall have the option of requiring the crew to continue working on a reduced crew basis not to exceed an additional sixty minutes and when this occurs the foreman and helper will be paid the Special Allowance provided in Article 17.

Article 10

(a) In the event a member of a standard yard crew discontinues duty before completion of the crew's tour of duty, he shall be paid for the actual time on duty. If there is no available protected helper on the extra board, the remaining two crew members may be required to work on a reduced crew basis. They will be paid the Special Allowance and payment will be made to the Productivity Fund as provided for in Articles 17 and 18.

(b) Carrier may elect to tie the crew up rather than call a replacement. If a replacement is called, the remaining two crew members may be required to work not to exceed sixty minutes. In such cases if the second helper has not reported and joined the crew by the time such sixty minutes expires, the Carrier shall have the option of requiring the crew to continue working on a reduced crew basis not to exceed an additional sixty minutes and when this occurs the foreman and helper will be paid the Special Allowance provided in Article 17.

Article 11

In the event a regular member of a standard road crew or an extra employee properly called fails to report before departure of his train from the home terminal (i.e., before the train starts to move from the track on which it was

made up), the crew may be used on a reduced crew basis to and from the away-from-home terminal or in turn-around service. The two crew members so used will be paid the Special Allowance and payment will be made to the Productivity Fund as provided in Articles 17 and 18.

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

Article 12

In the event a regular member of a standard road crew or an extra employee properly called is unavailable for reasons of his own, including marking off at the away-from-home terminal, the remaining two crew members may be required to work back to their home terminal, or in turnaround service for one trip, and will receive the Special Allowance and payment will be made to the Productivity Fund as provided in Articles 17 and 18.

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

Article 13

There shall be no car count or train length limitations on the operation of road freight trains or yard crews with reduced crews of a conductor/foreman and one brakeman/helper.

Article 14

(a) New business or new service operations, such as intermodal, unit and commodity trains, established to compete with other modes of transportation, such as trucks, ships, pipelines or barges, may be operated with a reduced crew of not less than one conductor/foreman and one brakeman/helper, upon ten days' advance notice to the General Chairman. Such trains may also handle

traffic other than "new business" provided they are not used to replace other trains being operated with standard crews.

(b) All non-revenue trains, such as snowplows, work or wreck trains (including handling of solid wreck trains terminal to terminal) may be operated with reduced crew of not less than one conductor/foreman and one brakeman/helper when protected by extra boards of crews assigned exclusively to such service, provided there are no protected employees in furlough status.

(c) Where service covered in Paragraphs (a) and (b) is protected by standard crews, blankable vacancies will be filled by available protected extra board employees to the extent provided in Article 7.

(d) An Hours of Service relief road crew that relieves a road crew may be operated as a reduced crew, provided there are no protected employees in furloughed status.

Question and Answer No. 1

Q. After the effective date of this agreement business increases and additional crews are added. Can this be considered new business or new service operations?

A. No, unless the increase in business is due to new business or new service operations as described in Article 14(a).

Question and Answer No. 2

Q. Prior to the effective date of the agreement, the Carrier handled a certain volume of coal trains from one mine to one destination, which after the agreement, doubled in volume. Would the doubling of business in this instance be considered new business?

A. If it was due to a general upturn in business, no. However, if the Carrier was able to achieve new

business from a shipper which otherwise would have been shipped by other modes of transportation, it would be recognized as meeting the specifications of Article 14(a).

Question and Answer No. 3

Q. Unit trains are moving from Industry A to Industry B. After the agreement becomes effective, there is a change in ownership of either of the industries or both. Would that be considered new business?

A. No.

Question and Answer No. 4

Q. Can a reduced crew handling a non-revenue train (work or wreck) be required to handle revenue cars?

A. No, unless such cars are handled incident to the wreck clearing or work train operation.

Question and Answer No. 5

Q. Does Article 14(d) give the Carrier the right to set up assignments consisting of one conductor and one trainman to be used exclusively to relieve crews whose time has or will expire under laws limiting hours of service?

A. No, not as long as protected employees are available on the extra board protecting the service and such employees have not lost their status in filling blankable positions under Article 6.

Article 15

(a) An operable portable radio will be furnished each member of a reduced crew consisting of one conductor (foreman) and one brakeman (helper). Such radios will not exceed three pounds in weight and will be equipped

with suitable holder which will firmly hold the radio close to the body or will be of such size as to permit being placed in coat or trouser pocket. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

(b) Sufficient frequency channels will be utilized to provide safe communication.

(c) Except in an emergency, reduced yard crews will not be required to start switching or perform transfer service without operable portable radios and, in addition, an operable radio on the engine, nor will they be censured or disciplined in any manner for refusing to do so.

(d) Except in an emergency, reduced crews in road service will not be required to perform switching or depart a terminal with a train not having radio communication on the head end of the train (and on the rear end on trains with cabooses), in addition to operable portable radios, nor will they be censured or disciplined in any manner for refusing to do so.

Question and Answer No. 1

Q. What is meant by the wording, "head end of train"?

A. The control unit of the locomotive.

Question and Answer No. 2

Q. What is meant by the word "emergency"?

A. The definition of "emergency" as set forth in Webster's New World Dictionary, Second College Edition, copyright 1974, is:

> "Emergency . . . a sudden, generally unexpected occurrence or set of circumstances demanding immediate action."

Without attempting to set forth all of the many circumstances and events that would and/or would not constitute emergencies under that or any other general definition, the following are some practical examples of each:

EMERGENCIES:

1. A derailment or other accident necessitating immediate action to protect persons and/or property.
2. Immediate action to avert accidents and obviate personal injuries and/or property damage.
3. Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitates immediate action to protect persons and/or property.
4. In road service, when a radio becomes inoperable after a train departs the initial terminal as defined in Article 11.
5. When a radio becomes inoperable on a yard assignment but only for the length of time it takes to get an operable radio to the crew.

NON-EMERGENCIES:

1. No operable radio available.
2. The need to perform work immediately, minus a condition such as those mentioned in A, above.
3. To clear a track for an inbound train, a transfer cut or other cut of cars.

Article 16

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

(b) Where the Carrier elects to operate a job with a crew consist in excess of that required by this agreement, and the excess position on a crew is filled for five consecutive days, the position will be advertised and filled under Article 6. The position may be discontinued as a must-fill position at any time pursuant to the usual notice requirements.

Article 17

(a) Beginning on the effective date of this agreement, both protected and non-protected employees working on reduced crews in road freight or yard service will be paid a Special Allowance of $4.00, as adjusted, for each tour of duty worked as compensation for the additional service and responsibilities consistent with the operation of reduced crews. The $4.00 Special Allowance is subject to all retroactive wage and cost-of-living increases from January 1, 1978, and to all future wage and cost-of-living increases becoming effective on or subsequent to the date of this agreement.

(b) Both protected and non-protected employees shall also be paid an additional allowance for each tour of duty worked on reduced crews in road freight or yard service as shown in the schedule below:

SCHEDULE

1.	Yard service	$3.00
2.	Road freight trains with 121 cars or less (including caboose, if any)	$3.00
3.	Road freight trains with 122 cars or more (including caboose, if any)	$8.00

These amounts shall be subject to any future wage or cost-of-living increases effective on or after October 31, 1985.

Article 18

Section 1

(a) Commencing with the effective date of this agreement, for each yard tour of duty or road freight service trip that a crew is operated with one foreman or conductor and one helper or brakeman, as provided in this agreement, the Company will accrue to the appropriate employees' Productivity Fund Account a liability in the amount of $48.25 no later than 15 calendar days after the last day of each payroll period. Each amount so accrued shall be a "Basic Amount."

(b) The Company shall furnish a statement to the General Chairman within 30 days after the close of each calendar month, showing the accrual of the Basic Amount made by the Company to the Productivity Fund Accounts for employees he represents, interest thereon, the number of yard tours of duty and/or road service trips applicable to each Productivity Fund Account, and the cumulative total for the fiscal year. A fiscal year shall run from October 1 through September 30 of the following year.

(c) If it is found that additional information is needed for verification of (b) above, and if furnishing such information requires computer programming, etc., the Company shall have a reasonable time to furnish the additional information.

(d) All data furnished by the Company to the General Chairman shall otherwise be treated as confidential and in no circumstances may be reproduced, disclosed, or discussed other than for purposes of this agreement.

Section 2

In addition to accruing the Basic Amount specified in Section 1 of this agreement, the Company shall also calculate and accrue interest on the Basic Amount, as follows:

(a) The Company shall guarantee an earnings rate equal to the monthly average of the weekly auction rates on three-month treasury bills as published by the Federal Reserve Bank of New York. This rate is quoted on a discount basis and will be converted (increased) to the 30-day certificate of deposit equivalent yield.

(b) The guaranteed earnings rate will be applied effective the last day of each calendar month to the total average daily amount (Basic Amounts and accrued interest) in each Productivity Fund Account.

Section 3

(a) The Company shall divide the total number of yard tours of duty and/or road freight service trips credited to each protected employee for the fiscal year into the total amount accrued in each Productivity Fund Account for that fiscal year. The result shall be the value per share of each Productivity Fund Account (See Section 9). The phrase "total amount accrued . . . for that fiscal year" means the Basic Amounts accrued under Section 1 for the fiscal year plus interest accrued and calculated thereon pursuant to Section 2 of this Article during the fiscal year. The Company shall notify the General Chairman of this result no later than 45 days after the end of the fiscal year.

(b) When the total amount accrued in the current fiscal year is equal to not less than the full amount required to pay all protected employees 40% of their annual compensation for the preceding fiscal year, adjusted to include cost-of-living and general wage increases due in the current fiscal year, the Company shall discontinue accruing the Basic Amounts plus interest thereon. If the total amount accrued is not adequate to pay all amounts due under this agreement, the Company will make up the deficit.

(c) Within seventy-five days after the end of each fiscal year, the Company will prepare the checks, labeled "Seaboard UTU Employee Productivity Fund Account,"

less any withholding for Federal income tax and such other withholding as required by law, and make distribution of such checks to protected employees by U. S. Mail. The Company will advise the General Chairman of all undeliverable checks, whereupon he will assist the Company in making deliveries.

(d) The money from undeliverable and unclaimed checks shall be held and disposed of pursuant to applicable state laws.

(e) In the event the company's credit rating falls below "investment grade BBB" on the Standard and Poor's Rating Scale, upon written request from the President of the United Transportation Union, payment of Basic Amounts accrued pursuant to Section 1, plus interest calculated and accrued under Section 2, shall be secured by the Company through the procurement of a letter of credit from a major financial institution.

Section 4

(a) Interest accrued from the end of the fiscal year for four payroll periods shall be credited to a "Claim Account" to be used for the resolution of any claims under appeal or subject to appeal in favor of protected employees. If it develops that this arrangement does not generate sufficient funds to satisfy legitimate claims of protected employees, the Union and the Company will agree on an equitable amount to be set aside from interest calculated on accrued amounts during the year to satisfy the needs of the Claim Accounts. If, at the end of six months following the close of that fiscal year, there remains a balance in any Claim Account in excess of the amount necessary to provide for claims then outstanding, the excess amount of such balance shall be added to the amount accrued for the current year.

(b) Road freight service trips and yard tours of duty credited to each protected employee shall be shown on his detailed statement of earnings. Any dispute as to the

number of trips or tours of duty credited must be appealed in writing by or on behalf of the employee to the Company's Accounting Department within 45 days (approximately 30 days after pay **day**) from the end of the payroll period. If the employee does not appeal within the 45-day period, the count of trips or tours as shown will not be subject to appeal. The Company shall advise each employee of the disposition of his appeal within 30 days of the date submitted. If the dispute is not resolved, it will be barred unless appealed by the General Chairman to the Company's Director of Labor Relations within 30 days thereafter. All appeals and notices of decision shall be in writing.

Section 5

The Company shall keep accurate and detailed accounts of all accruals, disbursements, and other transactions hereunder and shall account separately for accrual of amounts due employees under this agreement and interest thereon, which shall be open to inspection and audit at all reasonable times by any person designated by the General Chairman.

Section 6

It is understood that all disputes concerning the interpretation or application of this Article shall be resolved according to the procedures set forth in this crew consist agreement and Section 3 of the Railway Labor Act.

Section 7

(a) Any communication, statement, or notice addressed to any protected employee at the last post office address filed with the Company will be binding upon such person for all purposes under this agreement and neither the General Chairman nor the Company shall be obligated to search for or ascertain the whereabouts of any such person.

(b) No later than November 1 of each year, each protected employee entitled to payments under this agree-

ment, who has changed his mailing address, must file advice of such change in writing with the Company's designated officer.

(c) Any notice or document required to be given to or filed with the Company shall be considered as given or filed if delivered, or mailed, first class postage prepaid, to an address designated by the Company from time to time for such purposes.

(d) Except as otherwise required by this agreement, notices to protected employees, other than replies to appeals, shall be given by first class mail, to the last address on file with the Company.

Section 8

(a) The Productivity Fund Accounts shall be terminated by an instrument in writing executed by the Company and the General Chairman when there are no protected employees remaining in service with the Company.

(b) On termination of the Productivity Fund Accounts, the Basic Amounts accrued hereunder plus interest calculated thereon shall continue to be held by the Company for payments in accordance herewith until all protected employees have received all payments due under this agreement.

Section 9

At the end of the fiscal year, each protected employee performing service will share in the division of the employees' Productivity Fund Account(s), according to the number of yard tours of duty and/or road freight trips performed during that fiscal year. For equity purposes, each paid vacation day taken by a protected employee in road freight and/or yard service will be credited in computing his share of a Productivity Fund Account.

Example:

Amount in Account at the end of each fiscal year	$288,000
Total number of road freight service trips and/or yard tours of duty by protected employees only	12,000

$288,000 divided by 12,000 = $24 per share

Each protected employee receives $24 x the number of his trips or tours of duty

Question and Answer No. 1

Q. Does the number of days not worked while protecting the extra board go to the credit of the protected employee toward the number of tours of duty credited for the purpose of sharing in a Productivity Fund Account?

A. No, only actual service performed in freight or yard service is so credited.

Question and Answer No. 2

Q. In the event of the death of a protected employee who is entitled to payment from a Productivity Fund Account, will his part be paid to the estate or beneficiary?

A. Yes, at the end of the year when disbursements are made.

Question and Answer No. 3

Q. Section 9 provides that for each paid vacation day taken by a protected employee, he will be credited with that day in computing his share of a Productivity Fund Account. Will "Personal Leave" days

taken by an employee also be credited in computing his share of a Productivity Fund Account?

A. No.

Question and Answer No. 4

Q. How many shares will be credited for each week of vacation taken by a protected employee in road freight or yard service under this Article?

A. Seven.

Question and Answer No. 5

Q. Will tours of duty in road or yard service on single position assignments such as pilots, worked by protected employees, be credited in computing their share of the Productivity Fund Account?

A. Yes.

Question and Answer No. 6

Q. If an employee is due an adjustment in wages due to being used off his assignment, does he receive any additional yard tours or road freight trips other than those he actually performed for the purpose of determining personal share count?

A. No.

Question and Answer No. 7

Q. When a member of a standard road crew ties up en route under the Hours of Service Law, will the remaining crew members be paid the Special Allowance and will the scheduled payment be made to the Productivity Fund Account if they are instructed to work as a reduced crew?

A. Yes.

Section 10

(a) The productivity sharing provided for above is limited to the extent that the total amount of the protected employee's annual share of the employees' Productivity Account(s) cannot exceed 40% of his total compensation for that fiscal year.

Example:

The protected employee earns $36,000 for service performed in the fiscal year. His payment from the fund for that fiscal year could not exceed $14,400 (40% of $36,000).

Question and Answer No. 1

Q. Is this understood to mean only compensation from the Company?

A. Yes. Compensation from any other source cannot be taken into account.

(b) Payment made to protected employees out of the Productivity Fund Account shall not be included in computing vacation pay.

(c) When computing 40% of a protected employee's total compensation in any fiscal year, payments or credits received from the Productivity Fund Account(s) will not be included in the computation.

(d) Payment made to protected employees out of the Productivity Fund will not be used in the computation of any monetary guarantees. Special Allowances paid under Article 17 will not be used in the computation of any monetary guarantees.

Monies paid employees under Article 17 (Special Allowance) and/or this Article 18 (Productivity Fund) will not be counted as earnings in calculating make-up pay due under existing or future monetary guarantees. Bulletins issued estimating the earnings of assignments for guarantee purposes will not include any payments anticipated under Articles 17 and 18.

(e) A part-time union officer who is unable to work in road freight or yard service due to performing official union work will be credited for such actual days lost toward his number of tours of duty or trips in computing his share of the Productivity Fund Account. The General Chairman will furnish as soon as possible, but not later than October 31 of each year, to the Company's Payroll Accounting Department the information necessary to properly credit those individuals for the number of tours of duty or trips to be so computed.

Article 19

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

Request or offer for early voluntary separation shall be in writing and subject to the approval and option of both the individual employee and Carrier's Director of Labor Relations.

Article 20

(a) Effective January 1, 1986, all train service employees in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave days subject to the limitations contained in Paragraph (b), on the following graduated basis:

Years of Service	Personal Leave Days
Less than 5 years	3 days
Five years and less than 10 years	5 days
Ten years and less than 15 years	7 days
Fifteen years and less than 20 years	9 days
Twenty years or more	11 days

(b) The number of personal leave days each road freight service employee is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road service or in the exercise of dual road and yard seniority rights. Once an employee has reached the maximum of 11 days, he will not be entitled to any additional paid holidays or personal leave days in that calendar year. If an employee takes any of his personal leave days before his service anniversary date, in a year in which his entitlement will increase, he may take up to the number of leave days he is entitled to prior to his anniversary date and then take the additional days that he is entitled to after his service anniversary date.

(c) Personal leave days may be taken upon 24 hours' advance request to an appropriate Carrier officer and shall be granted consistent with the requirements of the service. The Carrier has the option of granting personal leave days with less than 24 hours' notice. The employee will be paid one basic day at the rate of the last service performed for each personal leave day or days. Should the Carrier refuse an employee's request for personal leave day or days, those leave days will be carried over, but must be requested and granted prior to May 1 of the following year. Any personal leave days not taken by the employee during the calendar year because of failure of the employee to make timely request therefore shall not be carried over.

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

Question and Answer No. 1

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

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

Question and Answer No. 2

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

A. Four.

Question and Answer No. 3

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

A. He would not be eligible for holiday pay, as he used his maximum eleven days for the year, and no more holiday-pay days would be due; similarly, if he used six days of personal leave he would

only be eligible for the five holiday-pay opportunities the remainder of the year; i.e., in no event can an employee accrue more than eleven days' personal leave or holiday pay in combination.

Question and Answer No. 4

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

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

Question and Answer No. 5

Q. An employee has five years of service as of December 28, 1986, and is entitled to five personal leave days, but there are only four days remaining in the year. After taking four personal leave days, may he then carry the fifth day over into the next year?

A. No.

Question and Answer No. 6

Q. An employee who will have five years of service on August 1, 1986 takes three personal leave days prior to that date. Is he entitled to an additional two personal leave days after August 1, 1986?

A. Yes.

Question and Answer No. 7

Q. If an employee on a job that qualifies for holiday pay, fails to qualify on one of the holidays, does this reduce his personal leave days?

A. No. EXAMPLE: A 20-year employee is on an assignment qualifying for holiday pay and earns two paid holidays but fails to qualify for two paid holidays. Then he takes a job that does not qualify for holiday pay, how many personal leave days is he entitled to?

He would be entitled to nine personal leave days but would not be entitled to more than eleven personal leave/holidays through a combination of the two.

Question and Answer No. 8

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

A. Consecutively on a calendar day basis.

Question and Answer No. 9

Q. Does this Article 20 preclude the payment of time and one-half for service actually performed on a holiday by an employee who has previously taken a combination of eleven holiday/personal leave days?

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

Question and Answer No. 10

Q. If an employee carries over personal leave days as provided by Article 20(c), will such employee be permitted to take his personal leave days even though he is holding, at that time, an assignment covered by the national paid holiday rules?

A. Yes.

Question and Answer No. 11

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

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

Question and Answer No. 12

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

A. Yes, provided there are protected trainmen available to fill the vacancy.

Article 21

The parties hereto recognize the complexities involved in this agreement and, in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, arrangements will be made for periodic conferences for the purpose of agreeing on interpretations. It is further agreed that, at least for the first year the agreement is in effect, disputes arising from its application will be handled expeditiously in conference by the General Chairman and the Director of Labor Relations. Such conferences will be held promptly at the request of either party.

Article 22

The parties to this agreement shall not serve or progress, prior to the attrition of all protected employees, any notice or proposal for changing the specific provisions of this agreement governing pure attrition, protected employees, car count or train length, special allowance payments to reduced crew members, employee Productivity Fund deposits and the administration thereof. This Article will not bar the parties from making changes in the above provisions by mutual agreement.

Article 23

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

Article 24

This agreement will be made effective on February 1, 1986 and, except as prov ided above, will continue in effect until rvised or amended by agreement of the parties, or in accordancd with the Railway Labor Act, as amended, and will supersede all other agreements, rules and/or understandings which are in conflict herewith.

PRODUCTIVITY FUND ACCOUNTS

		Yards
2001 SD	includes	ESL Terminal
2002 HD	includes	Evansville-Atkinson-Guthrie
2003 Louisville	includes	Owensboro
2005 KY		
2006 CV	includes	Corbin-Loyall
2007 EK	includes	Ravenna-Hazard
2010 PM	includes	Memphis
2011 NC	includes	Bruceton-Nashville-Chattanooga
2012 Main Stem 2nd	includes	Bowling Green
2013 W&A	includes	Cartersville
2014 N&D		
2015 K&A		

		Yards
2016 K&D	includes	Etowah-Knoxville
2018 S&NA	includes	Boyles-Gadsden-Oakworth
2019 Atlanta Terminal		
2022 M&M	includes	Montgomery-Flomaton
2023 NO&M	includes	Mobile-New Orleans
2024 PD	includes	Pensacola
3017 CRR	includes	Erwin-Spartanburg Johnson City-Kingsport

SBD Agreement No. T-006 (a)-86
(January 13, 1986)

The following understandings were agreed to relative to the Crew Consist Agreement.

UNDERSTANDING NO. 1

If the Carrier believes that the number of layoffs during employees' tours of duty have increased as a result of the provisions of Article 10, a prompt conference will be held in order to modify the agreement to the extent necessary to alleviate the situation.

UNDERSTANDING NO. 2

This will confirm our several discussions and our agreement that the Crew Consist Agreement will not have any bearing whatsoever on the administration of discipline procedures, or the amount of discipline assessed, in an effort to reduce the lists of "protected employees."

If at any time you feel that this commitment is not being honored, a prompt conference will be afforded to review the matter and whatever steps are warranted will be taken to alleviate the complaint.

UNDERSTANDING NO. 3

This will confirm our understanding that the Crew Consist Agreement does not change present rules, agreements or practices concerning the use of cabooses in road or yard service nor the present practices as to placement on trains.

UNDERSTANDING NO. 4

This will confirm our understanding of Article 2 of the Crew Consist Agreement to the effect that any employee who has worked for the Carrier under UTU Agreements for at least 30 days prior to the effective date of this agreement will not have his application disapproved without furnishing the General Chairman satisfactory reasons for such disapproval.

UNDERSTANDING NO. 5

In our discussions concerning Article 9 of the Crew Consist Agreement, we agreed that if a problem develops where protected employees may be delayed a few minutes in reporting to work on time because road crossings at the entrance to the yard or in the yard are blocked by cars or trains, or other extenuating circumstances, a meeting will be held promptly for the purpose of determining what action can be taken. The Carrier does not intend to administer the Crew Consist Agreement in a manner which will avoid using a protected employee for work for which he stands.

UNDERSTANDING NO. 6

The provision of Article 10 that a yardman discontinuing duty before completion of a crew's tour of duty shall

be paid for actual time on duty will not affect the current policy as to payments to employees who are injured on duty.

UNDERSTANDING NO. 7

In the event a brakeman member of a standard road crew discontinues duty on line of road due to illness, injury or the Hours of Service Law, the remaining two crew members may be required to work on a reduced crew basis and will receive the Special Allowance and payment will be made into the Productivity Fund as provided in Articles 17 and 18 of the Crew Consist Agreement.

EXCEPTION: Crew members on trains entering terminal limits at their final destination may be required to yard their trains without the Special Allowance or Productivity Fund payments provided in Articles 17 and 18. At points where yard engines are not assigned, if terminal switching is performed, payments will be made under Articles 17 and 18.

For purpose of this understanding only, terminal limits are defined as yard limits or T-boards, whichever is reached first.

UNDERSTANDING NO. 8

Any reference in the Crew Consist Agreement to the 100-mile basic day and the overtime divisor in through feight service will be adjusted in accordance with the change in the basic day rule under Article IV of the October 31, 1985 National Agreement.

UNDERSTANDING NO. 9

Payments made to protected employees out of the Productivity Fund shall not be used to qualify employees for coverage under the national health and welfare plans.

SBD Agreement No. T-006 (b)-86
(January 13, 1986)

For application at points where combination road-yard extra boards are maintained, Article 7 of the Crew Consist Agreement is amended by adding a Paragraph (c), with Questions and Answers 7 through 9, and by addition of Question and Answer No. 13 to Article 20, as follows:

(c) **COMBINED YARDMEN-TRAINMEN EXTRA BOARD**

When extra board employees have earned 1000 line miles in road service, other than passenger, or have worked five straight-time, eight-hour shifts in yard service or any combination of the two totaling the equivalent of 1000 miles in a workweek (a period of seven consecutive days starting with Monday), they will not be used for the remainder of the workweek on other than must-fill vacancies.

After all available employees on the extra board have worked their allotted time, must-fill vacancies in **yard service** will be filled as provided in paragraph (a) of this Article 7.

When the extra board is exhausted, must-fill temporary vacancies in **road service** will be filled as provided in paragraph (b) of this Article 7.

Question and Answer No. 7

Q. Will a time and one-half tour of duty in yard service be counted as a day or 100 miles against an

employee working from a combined yardman/trainman extra board toward the equivalent of the 1000 miles in the workweek?

A. No; only straight-time shifts will be counted and each straight-time shift will only count as 100 miles, i.e., if a yardman works eight hours straight time and four hours overtime in the same tour of duty, only 100 miles will be counted toward the equivalent of 1000 miles in a workweek.

Question and Answer No. 8

Q. Does Article 7(c) set aside application of schedule rules which require payment at time and one-half?

A. No.

Question and Answer No. 9

Q. What earnings will be used to compute the 1000 line miles in road service for extra board employees under the provisions of Article 7(c)?

A. The line mileage of each trip in road service with a minimum of 100 miles, including deadhead trips under pay. Services paid for on an hourly basis of pay will be computed at 12.5 miles per hour. Time consumed in the performance of work for which an arbitrary allowance is paid will not be counted nor will held-away-from-home terminal payments be counted under this Article.

Article 20

Question and Answer No. 13

Q. Can an employee on a combination road-yard extra board get personal leave days?

A. Yes, but he cannot get more than 11 personal leave/holidays through a combination of the two.

SBD Agreement No. T-006 (c)-86
(January 13, 1986)

During discussions which culminated in the Crew Consist Agreement on December 14, Seaboard representatives expressed concern about the possibility of the need to employ brakemen to fill certain "must-fill" positions even though there could be surplus protected brakemen occupying blankable jobs. Although the Crew Consist Agreement was negotiated in good faith for the purpose of improving Seaboard's ability to compete in the transportation marketplace by reducing crew size and attendant labor costs while protecting the employment rights of existing employees, the parties to that agreement recognize that this could occur and impede the desired result. Therefore, it was agreed that the provisions set forth below may be followed by Seaboard within a particular seniority district or location within such district upon five days' written notice to the General Chairman:

1. An individual protected employee may be offered by Seaboard the opportunity of voluntarily terminating his existing seniority in train service and accepting a new seniority date and a non-protected status under the Crew Consist Agreement and receive a lump sum allowance and/or other considerations in lieu of all benefits and protection provided in such Agreement.

2. Upon establishment of the new seniority date referred to in paragraph 1 above, which shall be the date Seaboard accepts the employee's request for participation in this voluntary program and such employee signs an appropriate release form, he shall thereafter be treated as a non-protected employee under the Crew Consist Agreement.

3. For the purposes of determining the length of vacation entitlement under the national vacation agreement, and determining personal leave day entitlement pursuant to Article 20 of the Crew Consist Agreement, an employee establishing a new seniority date pursuant to paragraphs 1 and 2 above shall be treated as maintaining a continuous employment relationship. Article IV, Section 6, and Article XII of the October 31, 1985 National UTU Agreement will not be applicable to such employees.

4. A request for participation in this program shall be in writing and subject to the approval of Seaboard's Director of Labor Relations.

This Letter Agreement shall become effective concurrent with the effective date of the Crew Consist Agreement and shall remain in effect until changed in accordance with the provisions of the Railway Labor Act as amended.

SBD Agreement No. T-006 (e)-86
(January 13, 1986)

When the Hill Helpers stationed at Jackson, Kentucky, Cowan, Tennessee and Chaska, Tennessee consist of less than a standard crew, they will be considered reduced crews for purposes of the Special Allowance and Productivity Fund Payment provisions of the Crew Consist Agreement when that agreement is placed in effect on the former L&N properties.

SBD Agreement No. T-008-86
(January 13, 1986)

Holiday — Personal Leave Substitution Agreement

Article 20, Personal Leave Days, of the crew consist agreement executed today, is amended to permit employees in road and yard service who are eligible for paid holidays under the National Paid Holiday Rules to substitute personal leave days for such paid holidays, subject to the conditions outlined below:

1. An employee will not be entitled to more than a maximum of eleven of any combination of personal leave days and/or holidays in any calendar year. The number of personal leave days which may be substituted for paid holidays will be governed by the schedule contained in Article 20(a) of the crew consist agreement. In a year in which an employee's entitlement to personal leave days will increase, he may take the number of substituted personal leave days to which he is entitled prior to his anniversary date, and may then take the additional days to which he is entitled after his anniversary date.

2. An employee who elects to substitute personal leave days for paid holidays must be in holiday covered service.

3. An employee who desires to exercise his option to substitute personal leave days for paid holidays shall have the opportunity to do so for the two periods of January 1 through June 30, and July 1 through December 31, of the calendar year. The employee will complete and sign the attached form and submit it to the appropriate Carrier Officer at least thirty days prior to the beginning of each period. The election may not be exercised at any other time.

4. Personal leave days substituted for paid holidays may be taken upon 24 hours' advance request to an appropriate Carrier Officer and shall be granted consistent with the requirements of the service. The Carrier has the option of granting personal leave days with less than 24 hours' notice. The employee will be paid one basic day at the rate of the last service performed for each personal leave day or days. Should the Carrier refuse an employee's request for personal leave day or days, those leave days will be carried over, but must be requested and granted prior to May 1 of the following year. Any personal leave days not taken by the employee during the calendar year because of failure of the employee to make timely request therefor shall not be carried over.

5. Personal leave day or days will not be scheduled to start on other than a work day of the employee's position. Except for holidays or days in connection therewith on which the railroad's operations are discontinued, personal leave days for extra board employees will begin when they otherwise would have been called. Personal leave days paid for will be counted as qualifying days for vacation purposes.

6. When a member of a crew is on his personal leave day(s), if his position is not a must-fill position, it may be blanked.

7. Holiday pay will not be paid for a holiday which has been substituted for a personal leave day. An employee who works on a holiday which has been substituted for a personal leave day will be paid at the same rate which would have been applicable without the substitution.

8. This Agreement will become effective concurrently with the crew consist agreement, and will remain in effect unless changed in accordance with the provisions of the Railway Labor Act, as amended.

_____

(Location or Terminal)

Mr. _____

(Carrier Officer)

_____

(Location)

I am in paid holiday covered service and elect to exercise my option to substitute personal leave days for paid holidays.

I am eligible to substitute _____ personal leave days.

I elect to substitute _____ personal leave days for the following paid holidays: (List each paid holiday)

_____

(Name)

_____

(I.D. Number)

_____

(Present Assignment)

CC4.12/008

CREW CONSIST
(May 26, 1969)

1. Except as otherwise provided in this agreement, all road crews will consist of not less than two trainmen and a conductor:

   a. The carrier may operate the following eight assigned freight crews, and, by agreement between the parties, any freight crews hereafter established in lieu thereof, with a minimum of one trainman and a conductor:

   Lexington-Patio Turn
   Paris-Maysville Branch
   Lebanon-Greensburg Branch
   Bardstown Switcher
   365-366 Alabama Mineral
   Birmingham Mineral No. 2 (South)
   957-956 Etowah-Calhoun Switcher

2. Except as otherwise provided in this agreement, all yard crews will consist of not less than a foreman and two switchmen:

   (a) The carrier may operate one yard crew at each of the following points with a foreman and one switchman:

Bowling Green, Ky.	Florence, Ala.
Owensboro, Ky.	Montgomery, Ala.
Atkinson, Ky.	Pensacola, Fla.
East St. Louis, Ill.	Mobile, Ala.
Jackson, Tenn.	New Orleans, La.
Memphis, Tenn.	Bruceton, Tenn.
Paducah, Ky.	Huntsville, Ala.
Oakworth, Ala.	Marietta, Ga.

   (b) The carrier may operate two yard crews at the following point with a foreman and one switchman:

   Gadsden, Ala.

NOTE — For so long as designation of L&N District jobs and NC&StL District jobs are maintained in the Gadsden Yard, one of the above two crews shall be selected from the L&N District assignments and the other from the NC&StL District assignment or assignments.

(c) The carrier may operate four yard crews at each of the following points with a foreman and one switchman:

Decoursey, Ky.
Boyles, Ala.

(d) The carrier may operate eight yard crews at the following point with a foreman and one switchman:

Louisville, Ky.

(e) At points named in paragraphs (a), (b), (c), and (d) of this Section 1, the carrier may designate the yard crew or yard crews to be worked with one foreman and one switchman. The carrier may change such designation from time to time by bulletin notice, with a copy to the Local Chairman, issued forty-eight (48) hours before the change is made.

(f) At points named in paragraphs (c) and (d) of this Section 1, where three or more yard crews may be worked with a foreman and one switchman, yard crews on two or more shifts, coupled as to starting time, will be designated to be so manned. At Louisville, two yard crews on first shift, two on second shift, and two on third shift, coupled as to starting time, and two relief assignments in connection therewith, will be designated to be manned by a foreman and one switchman.

EXAMPLE ONLY — Carrier may select under paragraph (c) Jobs 101, 201 and 301; under paragraph (d) Jobs 111, 211, 311 and one relief job on these assignments; under paragraph (e) Jobs 73, 86, 90, 71, 80A, 93 and two relief jobs on these assignments.

3. The provisions of Section 1 and 2 of this agreement does not apply to self-propelled machines, light engines, hill helper service or exchange engine movements, nor do they in any manner modify Article III of the National Agreement of June 25, 1964.

4. To the extent possible, restoration of the additional brakemen or switchmen provided for in this agreement shall be made by December 1, 1969, at Louisville, and by October 1, 1969, at all other points.

5. During the periods as set out in Section 3 (six months at Louisville and four months at all other points) following the effective date of this agreement, if any of the seniority districts involved there is not a sufficient number of employees in the service to permit the use of the required additional employees on the crews without penalty to the carrier in form of time-and-one-half payment, to the extent necessary to avoid such penalty payments the carrier need not use additional employees on such crews.

6. The carrier will immediately begin to accept and process applications for positions as train and yard service employees and to employ and train successful applicants necessary to fill positions created by this agreement; when new yardmen or trainmen are placed in service on a seniority district and the extra board contains the number of employees required by the adjustment rule, the number of yard or train crews presently operating

with one switchman or one trainman and required by this agreement to be operated with two switchmen or two trainmen will the following day be reduced by the number of new yardmen or trainmen placed in service on their respective seniority districts.

7. (a) Trainmen hired prior to February 8, 1969, shall be known and designated for the purpose of this agreement as "protected employees."

(b) No "protected employee" will be furloughed as long as a crew consisting of one conductor and one trainman or one foreman and one switchman is operated on his seniority district.

(c) When the carrier changes a crew's consist from a conductor (foreman) and one trainman (switchman) to a conductor (foreman) and two trainmen (switchmen), or vice versa, such change shall constitute a change in conditions and trainmen assigned to the crew changed will have displacement rights.

(d) A "protected employee" assigned to a switchmen's or brakemen's extra board, who is available for service during the entire semi-monthly payroll period and who does not lay off, will be guaranteed a monetary equivalent of not less than ten (10) basic days' pay at switchman's five-day pro rata rate for that payroll period provided there is no regular assignment held by an unprotected employee.

(e) Where a "protected" extra board employee is not available during the entire payroll period, his earnings guarantee will be reduced by 1/15 or 1/16 of the guarantee (depending on the number of days in the payroll period) for each 24-hour period or fraction thereof.

(f) If one or more regular assignments are bid in (forced) and/or occupied by an unprotected employee, the number of protected employees covered by earnings guarantee as contained herein will be reduced by the same number starting with the junior protected employee assigned to the extra board.

EXAMPLE — If two regular assignments are bid in and/or occupied by unprotected employees, the two junior protected employees assigned to the extra board will no longer be provided with an earnings guarantee.

(g) This Section 7 is applicable to a seniority district only when one or more crews are regularly assigned to work with a consist of less than two trainmen or two switchmen.

ARTICLE 53

REPRESENTATION AND ADJUSTMENT OF MATTERS

(a) Local grievances and differences of opinion shall be taken up with the division officers by the duly authorized representatives of the employees. Failing to be adjusted, they will be referred to the general officers. When an appeal is to be taken to the general officers, however, division officers will be advised to that effect, in writing, in order that their data may be sent to the general officers for their use in considering the case.

(b) 1. General rulings or interpretations will not be made on this agreement between sessions of General Committee, except in conference, held between General Officers and General Chairman. Should such rulings be agreed upon a copy will be furnished to the parties affected and the General Chairman.

2. Local officers and local committees or employes will not enter into local agreements.

ARTICLE 54

The parties to this and all collective bargaining agreements between them intend to continue complying with all laws and regulations governing unlawful discrimination, such as discrimination on account of race, color, religion, national origin, sex, age, handicap, or status as a disabled veteran and/or a veteran of the Vietnam era. Wherever in this agreement the masculine gender is used, it shall be deemed to include the feminine gender.

ARTICLE 55

(a) The reprint of this agreement is intended to bring together in one document all existing agreements covering road and yard train service employees represented by the United Transportation Union on the former Louisville and Nashville Railroad Company. Except as specifically changed herein, this rewrite is not intended to change, alter, or modify such rules or change their application or interpretation. In the event of any omission of a rule or agreement in effect from this rewrite, the original document shall govern.

All national agreements to which the parties hereto are signatory, whether omitted or not fully reproduced herein, are by reference made a part of this agreement.

(b) All memorandum or other agreements included which contain termination provisions, whether or not so indicated herein, shall continue to be subject to those provisions.

(c) This agreement shall become effective on February 1, 1986, and except as provided in Paragraph (b), shall remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

FOR THE SEABOARD SYSTEM RAILROAD COMPANY:

RALPH MILLER
DIRECTOR OF LABOR RELATIONS

FOR THE EMPLOYEES:

R. D. SNYDER
GENERAL CHAIRMAN
UNITED TRANSPORTATION UNION

APPENDIX 1

SBD Labor Agreement T-048-86

MEMORANDUM OF AGREEMENT
BETWEEN
SEABOARD SYSTEM RAILROAD
(Former L&N, NC&StL and CRR)
AND ITS EMPLOYEES
REPRESENTED BY
UNITED TRANSPORTATION UNION

This agreement modifies and supplements Seaboard Labor Agreement T-006-86, and supplementary agreements (crew consist) and sets forth the governing conditions under which the Carrier may establish separate road and yard guaranteed extra boards for use in conjunction with its application. Positions on the guaranteed road and yard extra boards will be considered "must-fill" positions for purposes of application of the crew consist agreement and the number of positions on such boards will be regulated by the Carrier.

Section 1

(a) Positions on the guaranteed yard extra boards will be considered must-fill positions and will be advertised with one specified off day each week in accordance with applicable schedule rules. If a position is not claimed, it will be filled by assigning the junior protected employee occupying a blankable position in yard service.

(b) A protected employee who is notified of his assignment to the guaranteed extra board in accordance with Paragraph (a) whose seniority entitles him to other must-fill service may exercise seniority to such service at the time of such notification.

(c) Each yard extra board employee who is available for service an entire half-month (except on specified off-days) will be guaranteed a monetary equivalent of ten days' pay at the current yard helper's pro rata rate. In the event all earnings (exclusive of penalty time claims) do not equal or exceed this amount, necessary adjustment will be made in the payroll for the current payroll period. Half-months will begin on the 1st and 16th of each month. The guarantee will be reduced by 1/15 or 1/16 (depending on the number of days in the payroll period) for each twenty four hours or fraction thereof the employee is unavailable for service.

(d) The guarantee for employees added or removed from the board on dates other than the 1st and 16th will be equivalent to two-thirds of one day's pay for each calendar day they are available on the board.

(e) Permanent must-fill vacancies which are not filled voluntarily in the usual manner will be filled by assigning the junior protected employee on the guaranteed extra board.

Section 2

(a) Positions on the guaranteed road extra boards will be considered must-fill positions and will be advertised with one specified off day each week in accordance with applicable schedule rules. If a position is not claimed, it will be filled by assigning the junior protected employee occupying a blankable position in road service.

(b) A protected employee who is notified of his assignment to the guaranteed extra board in accordance with Paragraph (a) whose seniority entitles him to other must-fill service may exercise seniority to such service at the time of such notification.

(c) Each road extra board employee who is available for service an entire half-month (except on specified off-days) will be guaranteed a monetary equivalent of 1,500 miles at the trainman's minimum basic through freight rate. In the event all earnings (exclusive of penalty time claims) do not equal or exceed this amount, necessary adjustment will be made in the payroll for the current payroll period. Half-months will begin on the 1st and 16th of each month. The guarantee will be reduced by 115 miles for each twenty four hour period or fraction thereof the employee is unavailable for service.

(d) The guarantee for employees added to or removed from the board on dates other than the 1st and 16th will be equivalent to 115 miles for each calendar day they are available on the board.

(e) Permanent must-fill vacancies which are not filled voluntarily in the usual manner will be filled by assigning the junior protected employee on the guaranteed extra board.

Section 3

(a) Extra board employees shall be used on a first-in, first-out basis on must-fill vacancies only, including must-fill positions established under Article 16 of the crew consist agreement.

(b) An extra board employee out of place for call will be marked off until the employee protecting the call completes the assignment, and will be marked up behind that employee.

(c) An extra board employee who marks off will, when reporting, go back on the extra board in exactly the same position from which he marked off, and if his position has become first out, it will remain first out until he reports and is called for service.

Section 4

The Carrier will regulate the number of positions on the guaranteed extra boards established pursuant to this Agreement in such a manner to ensure that there is a sufficient number of employees available to protect all must-fill vacancies and extra service. However, guaranteed road extra boards will not be regulated below 1150 miles per half month, and guaranteed yard extra boards will not be regulated below seven days per half month, unless otherwise agreed between the Local Chairman and the Superintendent, with approval of the General Chairman and the Director of Labor Relations.

Section 5

No later than 60 days after the effective date of this Agreement, the Carrier will establish guaranteed extra boards in accordance with the provisions hereof as substitutes for existing extra boards. This does not preclude the establishment of additional guaranteed extra boards pursuant to this agreement at a later date to meet operational requirements.

Section 6

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

Section 7

(a) This agreement shall become effective on the date signed and shall remain in effect until January 1, 1990 and thereafter unless and until changed in accordance with the provisions of 45 USC 156.

SBD Labor Agreement T-048 (a)-86
(February 27, 1986)

This refers to Seaboard Labor Agreement T-048-86, which provides that guaranteed extra boards will be established as substitutes for existing boards.

While that agreement was designed for application in territories with no furloughed protected employees, we have now agreed to implement it systemwide, including territories in which protected employees are furloughed.

In view of this, it is understood that such extra boards will be used to fill must-fill and blankable vacancies as required in Seaboard Labor Agreement T-006-86 (crew consist) until there are no protected employees furloughed in the territory involved. When all protected employees are recalled in any territory Seaboard Labor Agreement T-048-86 will be fully implemented in accordance with its express terms.

SBD Labor Agreement T-048 (b)-86
(February 27, 1986)

This refers to the language contained in Section 5 of Seaboard Labor Agreement T-048-86 (guaranteed extra boards), reading:

> "This does not preclude the establishment of additional guaranteed extra boards pursuant to this agreement at a later date to meet operational requirements."

It was understood this language does not permit the Carrier to establish extra boards at locations which are not permissible under the schedule agreement unless mutually agreed.

SBD Labor Agreement T-048 (c)-86
(February 27, 1986)

This refers to Seaboard Labor Agreement T-048-86 which provides that guaranteed extra boards will be established as substitutes for existing boards.

It was understood that Seaboard Labor Agreement T-048-86 will be applicable to road trainman and yardman guaranteed extra boards presently in effect except that any higher guarantees will be maintained.

SBD Labor Agreement T-048 (d)-86
(February 27, 1986)

This refers to Seaboard Labor Agreement T-048-86 which provides that guaranteed extra boards will be established as substitutes for existing extra boards.

It was understood that in application of Sections 1 and 2 of such agreement employees who establish seniority in train service on or after November 1, 1985 will be subject to rates of pay established pursuant to the October 31, 1985 National Agreement, as amended, including Article IV, Section 6, thereof.

SBD Labor Agreement T-048 (e)-86
(February 27, 1986)

This refers to Section 2(c) of Seaboard Labor Agreement T-048-86 pertaining to guaranteed road extra boards.

It was agreed that if all earnings (exclusive of penalty time claims) do not equal or exceed the number of guaranteed miles in a half-month, the adjustment for additional miles due an employee will be made on the basis of one basic day (as defined in Article IV, Section 2, of the October 31, 1985 national agreement). For example, if an employee's earnings equal 1378 miles, the adjustment for the remaining 122 miles will be paid as 1.22 basic days; if the earnings equal 1436 miles, the adjustment for the remaining 64 miles will be paid as .64 of a basic day.

AGREED UPON QUESTIONS AND ANSWERS SEABOARD LABOR AGREEMENT T-048-86 (GUARANTEED ROAD AND YARD EXTRA BOARDS)

Question and Answer No. 1

Q. When will the specified off day begin and end?

A. The off day will be a calendar day (midnight to midnight), or a period of 24 hours from the time relieved or time of return to the extra board location.

Question and Answer No. 2

Q. Will an extra board employee be considered available for service on the day preceding his off day if the call for duty will result in the employee going **on duty** on his designated off day?

A. No. If the employee will not be on duty, or under pay, prior to midnight on the day preceding his off day, he will not be considered available for service.

Question and Answer No. 3

Q. When will the off day begin for an employee called on the day preceding his off day for an assignment which is relieved after midnight?

A. At the time relieved and will continue for 24 hours.

Question and Answer No. 4

Q. When will the off day begin for an employee called to protect an outlying assignment who is required to work on his assigned off day?

A. He will observe the off day or days of the assignment if they occur prior to his return to the board. If he returns to the board before the end of the week, his off day will commence upon return to the terminal. If he does not return to the board in time to observe an off day that week, it will be considered as having been accumulated and will be taken consecutively (before or after) with his assigned day the next week.

Question and Answer No. 5

Q. If an employee with Thursday off, is deadheaded on Sunday to protect a 7:00 a.m. job on Monday (a two-week vacation vacancy) and works daily (no off day), when would his off days begin?

A. Assuming he is released at the conclusion of the work on Sunday, the two off days accumulated will begin when he returns to the terminal and will be observed on a consecutive basis. At his option he will be permitted to couple these days with his assigned off day for that week (either before or after). Notification of his election must be extended to the crew caller when he returns to the terminal.

Question and Answer No. 6

Q. May an employee waive or elect not to take the assigned off-day?

A. No, except as provided in question Nos. 4 and 5 above.

Question and Answer No. 7

Q. Are guaranteed extra board employees required to notify the crew caller when they begin and end observance of off days?

A. Yes, and upon reporting will be marked up at the bottom of the board.

Question and Answer No. 8

Q. If an employee marks off prior to the beginning of his off day, and marks up at the end of his off day or later, where will he be placed on the board?

A. He will retain his position on the board and if his position has become first out, it will remain first out until he reports and is called for service. The off day time will not be charged against his guarantee.

Question and Answer No. 9

Q. Will employees on guaranteed boards accrue productivity fund credits?

A. Yes. An employee who is on the board during the entire half-month will receive a minimum of ten credit shares. If he works more than ten tours of duty he will share according to the number of trips actually worked.

NOTE — An employee who is on the road board for less than a full half-month will be credited with one share for each full 115 miles guaranteed for that period. **For example**, an employee who is available on the board for six days (690 miles) will be credited with four shares. If he works more than four tours of duty he will share according to the number of trips actually worked.

Question and Answer No. 10

Q. Will employees on combination road-yard extra boards be guaranteed under Section 2 of the Agreement?

A. Yes.

Question and Answer No. 11

Q. Does the guaranteed extra board agreement change mileage regulations for regular assignments?

A. No.

Question and Answer No. 12

Q. Do Paragraphs (b) and (c) of Section 3 supersede Article 24(j) of the Schedule Agreement?

A. No.

Question and Answer No. 13

Q. How is an advertised vacancy on the extra board to be handled when becoming first out?

A. It will be placed on the off board and remain there until bid in or claimed by a displaced employee.

Question and Answer No. 14

Q. May an extra board employee move to another extra board position?

A. Yes, in accordance with seniority rules, except he may not bid back on his former position, or another position with the same off day as his former position when it is subsequently advertised.

Question and Answer No. 15

Q. Where does an extra board employee mark up when reporting back from compensated service, i.e., jury duty, vacation, personal leave, etc.?

A. To the bottom of the extra board.

Question and Answer No. 16

Q. May displaced road employees, and displaced yard employees in territories where yard jobs are advertised by bulletin, claim advertised vacancies?

A. Yes, in the following sequence:

1. They must claim an advertised extra board position if one is available.

2. If no extra board advertised vacancy is available, the employee may claim any advertised **trainman/switchman** vacancy. (Advertised conductor/foreman vacancies will be filled in accordance with Schedule Agreement rules.)

3. If no advertised vacancy is available, employee will be added to the bottom of the extra board, provided his seniority still entitles him to service at that extra board location.

Question and Answer No. 17

Q. When is the off day for the employee being added to the bottom of the board in the example above?

A. It will be considered the previous day to placing on the board.

Question and Answer No. 18

Q. Must an employee claiming an advertised vacancy bid on the position claimed?

A. Yes, the employee must submit a written bid, in person or by telephone, as outlined in the Schedule Agreement, at the time the vacancy is claimed, or he will not be permitted to claim the advertised vacancy.

Question and Answer No. 19

Q. May displaced employees in road service claim advertised vacancies in yard service, and vice versa?

A. No, unless there is a local agreement that provides otherwise.

Question and Answer No. 20

Q. May a displaced employee who has claimed an advertised vacancy as outlined above, be displaced from the advertised vacancy?

A. Yes, if the employee has not worked the claimed position one day or trip. If the first employee claiming the advertised vacancy has worked the position one day or trip, he may not be displaced during the balance of the advertised period.

Question and Answer No. 21

Q. An employee is the successful bidder on an advertised extra board position that has been claimed during the advertised period by a displaced employee and the position is out of the terminal. When will the employee who bid the position in be placed on the extra board?

A. At the time the job is awarded to him, provided he is in the home terminal of the extra board. He would be added to the bottom of the extra board.

Question and Answer No. 22

Q. An employee, entitled to an exercise of seniority, displaces to the guaranteed extra board on a position that is out of the terminal. When and where will the employee exercising seniority be placed on the extra board?

A. Provided he is in the home terminal, he should be placed on the bottom of the board at the time seniority is exercised.

NOTE — In Questions and Answers Nos. 21 and 22, the employee occupying the position that is out of the terminal will be notified when he returns to the extra board location that he is relieved or displaced.

Question and Answer No. 23

Q. May blankable positions designated as "must fill" be changed from "must fill" to blankable or vice-versa on a day-to-day basis?

A. Yes, **but** the provisions of the General Agreement still apply concerning bulletins, advertisements, abolishments and Article 16 of the Crew Consist Agreement. It is not intended for a crew to operate full one day and reduced the next and back to full crew on a call to call basis.

Question and Answer No. 24

Q. In road service, may an employee in pool or regular assignment give up his position and displace an employee on the extra board?

A. Yes.

Question and Answer No. 25

Q. May an extra board employee in road service give up his position and roll to a pool or regular assignment?

A. Yes, to pool or chain-gang service; no to regular assigned service.

Question and Answer No. 26

Q. In yard service under 26(y), may an employee exercise "the 30-day roll" and displace to the extra board?

A. Yes.

Question and Answer No. 27

Q. May employees of the NC&StL, Clinchfield and L&N yards where positions are advertised give up their assignment and go to the extra board?

A. Yes, employees giving up positions may only go to the board protecting that service, i.e., road to road, yard to yard, etc.

NOTE — In road service, the provisions of General Agreement applicable to occupying the position 10 days before giving up to displace to the extra board or to pool service is still in effect.

Question and Answer No. 28

Q. Will vacancies of a trainman being stepped up as a conductor on the same job be considered "must fill" as long as no employees are in furlough status?

A. No.

Question and Answer No. 29

Q. When yard jobs are annulled, may employees go to the extra board during periods of annulment?

A. Yes, to the bottom of the board unless using displacement rights vacating the annulled job, in which case they may displace any junior extra yard employee.

Question and Answer No. 30

Q. Where will extra employees be placed when displaced from the extra board and there are advertised vacancies open?

A. He will remain in displaced status, until he claims an advertised vacancy. He must bid on the position. If no vacancy exists for claiming or the employee's seniority does not allow for active employment, he would be considered furloughed when reporting for service.

Question and Answer No. 31

Q. Will an employee's turn continue to move up when he is on vacation, bereavement leave or personal leave?

A. **No**, it will be removed from the board and marked up on the board when the employee reports after the compensated time off.

Question and Answer No. 32

Q. What will happen to the extra board turn of the employee who bids in another assignment?

A. It will be advertised and subject to claim by displaced employees.

Question and Answer No. 33

Q. Will employees exercising seniority to the extra board assume the off-days of the position?

A. Yes, and if he exercises seniority on a position on an off-day, he remains off until the off-day is over.

Question and Answer No. 34

Q. If an employee in road or yard service is on the extra board for three days and is on vacation the rest of the half, how will he be treated for guarantee purposes?

A. Yard board ⅔ of one day's pay for three days'. Road board 115 miles per day, excluding rest day providing he remains available.

Question and Answer No. 35

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

A. Two days lost.

Question and Answer No. 36

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

A. He loses a day (the day of the missed call) and the next day. If he doesn't report on following calendar day, can lose additional days.

Question and Answer No. 37

Q. May employees on one yard or road extra board give up their position and roll to another road or yard extra board?

A. Yes, under provisions of Top over Bottom Agreement or the Consolidated Seniority District Agreement.

Question and Answer No. 38

Q. Will extra road or yard jobs continue to be filled with three employees if there are no employees in furlough?

A. Only if operating conditions require same.

Question and Answer No. 39

Q. If an employee holding a regular position, in road service, advertises said position for the purpose of going on the guaranteed extra board, is this employee required to displace the junior man?

A. No.

Question and Answer No. 40

Q. An employee on a guaranteed extra board position is displaced, and displaces onto another guaranteed extra board position. How will this affect his guarantee for that day?

A. If the displaced employee rolls another employee on the guaranteed extra board within 2 hours of the time he is notified that he is displaced, no penalty will be assessed his guarantee for that day.

INTERPRETATION REACHED CONCERNING FILLING OF TEMPORARY CONDUCTOR VACANCIES AS AGREED TO BETWEEN SEABOARD SYSTEM RAILROAD AND ITS EMPLOYEES REPRESENTED BY UNITED TRANSPORTATION UNION (former L&N, NC&StL, and CRR)

It is agreed that the following understanding may be implemented on a seniority district at the request of the local chairman by serving of a 10-day notice.

1. Trainmen on regular assignments, including guaranteed extra board positions, who hold conductor's seniority and are subject to call as emergency conductor, may make written application to their respective superintendent advising that they do not wish to protect emergency conductor service and they will not thereafter be called as conductor, except as herein provided.

2. Emergency conductor vacancies will be filled in the following manner using trainmen who have not made application as referred to above:

   A. By the senior emergency conductor who is rested and otherwise available.

   B. By using the senior promoted conductor on the crew on which the vacancy exists.

   C. By using the junior rested and available emergency conductor in the terminal.

3. Trainmen submitting written notice outlined above may withdraw such notice by giving 60 days' written notice to their respective superintendent, after which the trainmen will be called for all emergency conductor service for which he stands.

4. Trainmen who have submitted notice not to be called as emergency conductor will not be restricted from bidding on and being awarded advertised conductor vacancies.

5. It is understood that a sufficient number of emergency and/or extra conductors will be available to protect the service and should the exigencies of the service require additional emergency conductors the superintendent or his representative will contact the local chairman and both will withdraw a sufficient number of applications starting with the junior employee who has made application.

6. Nothing in this agreement is intended to change in any manner the use of conductors at locations where conductors' extra boards are located; however, this agreement is applicable in instances where the conductors' extra board is exhausted.

7. This understanding will remain in effect until canceled by a 25-day notice from one party to another, after which the provisions of the general agreement will apply.

SBD Labor Agreement T-049-86

MEMORANDUM OF AGREEMENT BETWEEN SEABOARD SYSTEM RAILROAD (Former L&N, NC&StL and CRR) AND ITS EMPLOYEES REPRESENTED BY UNITED TRANSPORTATION UNION

This agreement modifies and supplements Seaboard Labor Agreement T-006-86, and supplementary agreements (crew consist), and Seaboard Labor Agreement T-048-86 (guaranteed extra boards), and sets

forth the governing conditions for use in conjunction therewith under which "reserve pool" status may be offered to active crew consist protected train service employees who held seniority dates on road brakeman and/or helper seniority rosters on February 1, 1986.

Section 1

(a) When there is a surplus of protected employees under the jurisdiction of a guaranteed extra board established under Seaboard Labor Agreement T-048-86, reserve pool status may be offered to any number of such employees by agreement between the Local Chairman and the Superintendent with approval of the General Chairman and the Director of Labor Relations.

(b) Positions on the reserve pool, and any subsequent additions, will be advertised to employees subject to the jurisdiction of the guaranteed extra board in accordance with applicable schedule rules.

(c) Reduction of positions on the reserve pool will be made in reverse seniority order by service of seven days' advance notice.

Section 2

(a) Each employee on a yard reserve pool will be guaranteed a monetary equivalent of ten basic days for each half month at ninety percent of the current yard helper's pro rata rate for that payroll period. In the event all earnings (exclusive of penalty time claims) do not equal or exceed this amount, necessary adjustments will be made in the payroll for the current payroll period. Half months will begin on the 1st and 16th of each month.

The guarantee for employees added to or removed from the yard reserve pool on dates other than the 1st and 16th will be equivalent to two-thirds of one day's pay for each full calendar day they are on the reserve pool.

(b) Each employee on a road reserve pool will be guaranteed a monetary equivalent of 1500 miles for each half month at ninety percent of the trainman's minimum basic through freight rate. In the event all earnings (exclusive of penalty time claims) do not equal or exceed this amount, necessary adjustments will be made in the payroll for the current payroll period. Half months will begin on the 1st and 16th of each month.

The guarantee for employees added to or removed from the road reserve pool on dates other than the 1st and 16th will be reduced by 1/15th or 1/16th (depending on the number of days in the payroll period) for each full calendar day they are not on the reserve pool.

Section 3

(a) Reserve pool employees may engage in outside employment which is not in conflict of interest without any offset of earnings. They will, however be required to maintain their operating, rules and physical qualifications for performance of active service and hold themselves available for recall on seven days' notice.

(b) Reserve pool employees may be called and used to supplement guaranteed extra boards when they are exhausted if they can be contacted, but they do not have to remain available for such calls.

(c) When a vacancy exists on a guaranteed extra board and there is no protected employee occupying a blankable position subject to the extra board's jurisdiction, the position will be advertised to employees on the reserve pool. In the event it is not bid in, the junior reserve pool employee will be assigned.

Section 4

(a) Any vacation pay received while in reserve pool status will offset the payments provided in Section 2. Time spent in reserve pool status will not count toward vacation eligibility for succeeding years, but will count in determining the length of vacation.

(b) Reserve pool employees will not be eligible for holiday pay, personal leave, bereavement leave, jury duty and other similar allowances.

(c) Reserve pool employees are covered by health and welfare plans, union shop, dues check-off, discipline and grievance procedure rules applicable to employees in active service.

Section 5

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

Section 6

This Agreement shall become effective concurrently with Seaboard Labor Agreement T-048-86 (guaranteed extra boards), and shall remain in effect unless and until changed in accordance with 45 USC 156

SBD Labor Agreement T-049(a)-86

(February 27, 1986)

This refers to the language contained in Section 4(a) of the Seaboard Labor Agreement T-049-86 (reserve pool), reading:

> "Time spent in reserve pool status will not count toward vacation eligibility for succeeding years, but will count in determining the length of vacation."

It was agreed this provision will be applied so as to credit time in reserve pool status toward vacation eligibility and length of vacation, except that an employee who remains in reserve pool status for the same number of weeks as his vacation entitlement into the succeeding year will not be entitled to a vacation in that year based on reserve pool eligibility credit.

APPENDIX 2

PAY RULES

Section 1 — Mileage Rates

(a) Mileage rates of pay for miles run in excess of the number of miles comprising a basic day (presently 100 miles in freight service and 100 miles for engine crews and 150 miles for train crews in through passenger service) will not be subject to general, cost-of-living, or other forms of wage increases.

(b) Mileage rates of pay, as defined above, applicable to interdivisional, interseniority district, intradivisional and/or intraseniority district service runs now existing or to be established in the future shall not exceed the applicable rates as of October 31, 1985. Such rates shall be exempted from wage increases as provided in Section 1(a) of this Article. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

Section 2 — Miles in Basic Day and Overtime Divisor

(a) The miles encompassed in the basic day in through freight and through passenger service and the divisor used to determine when overtime begins will be changed as provided below:

Effective Date of Change	Through Freight Service		Through Passenger Service	
	Miles in Basic Day	Overtime Divisor	Miles in Basic Day*	Overtime Divisor
November 1, 1985	102	12.75	153-102	20.4
July 1, 1986	104	13.0	156-104	20.8
July 1, 1987	106	13.25	159-106	21.2
June 30, 1988	108	13.5	162-108	21.6

*The higher mileage numbers apply to conductors and brakemen and the lower mileage numbers apply to engineers and firemen.

(b) Mileage rates will be paid only for miles run in excess of the minimum number specified in (a) above.

(c) The number of hours that must lapse before overtime begins on a trip in through freight or through passenger service is calculated by dividing the miles of the trip or the number of miles encompassed in a basic day in that class of service, whichever is greater, by the appropriate overtime divisor. Thus after June 30, 1988, overtime will begin on a trip of 125 miles in through freight service after 125/13.5 = 9.26 hours or 9 hours and 16 minutes. In through freight service, overtime will not be paid prior to the completion of 8 hours of service.

Section 3 — Conversion to Local Rate

When employees in through freight service become entitled to the local rate of pay under applicable conversion rules, the daily local freight differential (56¢ for conductors and engineers and 43¢ for brakemen and firemen under national agreements) will be added to their basic daily rate and the combined rate will be used as the basis for calculating hourly rates, including overtime. The local freight mileage differential (.56¢ per mile for conductors and engineers and .43¢ for brakemen and firemen under national agreements) will be added to the through freight mileage rates, and miles in excess of the number encompassed in the basic day in through freight service will be paid at the combined rate.

Section 4 — Engine Exchange (Including Adding and Subtracting of Units) and Other Related Arbitraries

(a) Effective November 1, 1985, all arbitrary allowances provided to employees for exchanging engines, including adding and subtracting units, preparing one or more units for tow, handling locomotive units not connected in multiple, and coupling and/or uncoupling appurtenances

such as signal hose and control cables are reduced by an amount equal to one-third of the allowance in effect as of October 31, 1985.

(b) Effective July 1, 1986, all arbitrary allowances provided to employees for performing work described in paragraph (a) above are reduced by an amount equal to two-thirds of the allowance in effect as of October 31, 1985.

(c) Effective July 1, 1987, all arbitrary allowances provided to employees for performing work described in paragraph (a) above are eliminated.

Section 5 — Duplicate Time Payments

(a) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, shall not apply to employees whose seniority in train or engine service is established after the date of this Agreement.

(b) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, not eliminated by this Agreement shall not be subject to general, cost-of-living or other forms of wage increases.

Section 6 — Rate Progression — New Hires

In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in train or engine service is established after the date of this Agreement will be 75% of the rate for present employees and will increase in increments of 5 percentage points for each year of active service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty.



DESCRIPTION OF TRAIN AND ENGINE SERVICE PAYROLL CODES USED ON DAILY EARNINGS STATEMENT

ASST. DIRECTOR T&E PAYROLLS
500 WATER STREET
JACKSONVILLE, FLORIDA 32202
JUNE, 1987

CODE	DESCRIPTION
01	Out Yd Lmts Dog Law
02	Combine DH & Serv (Miles for Rd/Hrs for Yd)
03	Host Turning Engs
04	Not Used
05	Mail Pay
06	Adv Rpt and Reports
09	Held Away Home Term
10	Waiting Time
12	Deadheading
13	Attending Court
14	Diesel Connections
15	Switching
16	Assist Other Trains
17	Review or Learn Rd
18	Travel Time
19	Short Crew/Lonesome
20	Working on Engines
21	Initial Term Delay
22	Final Term Delay
23	Runaround
24	Annullment Call RLD
25	Diff Use Off Assign
26	Light Duty Per Injur
27	Bereavement
28	Personal Leave
B8	Personal Leave (Prev. Yr.)
29	Called and Relieved
30	Off Duty Injury
31	Attend Investigation
32	Engr Inst Trainee
33	Rd Engines in Yard
34	No Caboose
35	Pelton Agreement
36	Caboose Pooling
37	Rd Switch Reduce Day
38	Misc Wk Trn Serv Yd
39	Walking
40	Missed Meal Period
41	Outside Yd Limits
42	Mult Units Trn Cw
43	Lap Back
44	Air Hose
45	Holiday Penalty
46	Holiday Gift
47	Back on Short Rest
48	Off Day
49	Vacations Future Yr
50	Vacation
51	New York Dock
52	Oregon Short Line
53	Wash Job Stablize
54	Orange Book
55	Reserve Guarantees
56	Manning Train Bd
57	Extra Board
58	Term Coordinations
59	Other Guarantees
60	Apprentice Engr
61	Pass Cond No Help
62	Handling Sleepers
63	Drug & Safety Comm
64	Rules Class
65	Eng Serv Train Class
66	Operation Lifesaver
67	Personnel Evaluation
68	Action Council Meet
69	Military Leave
70	Division Settlements
71	Labor Relation Sett
72	Reserve Pool
73	Jury Duty
74	AMTRAK Guarantee
80	Misc Expenses
81	One Meal
82	One Lodging
83	One Lodg and Meal
84	Two Meals
85	Two Lodgings
86	One Lodg Two Meal
87	Two Lodg Two Meal
88	Three Meals Interd
89	Three Meals Two Lodg
90	Travel Expenses
91	Pocket Allowance
92	Physical Exam
93	Back into DC Pass St
94	Walbridge Agreement
95	Short Rest
97	Miscellaneous Clms
99	Overtime

OCC CODES	DESCRIPTION
AP	Apprentice Engineer
BA	Baggageman
BR	Brakeman
CO	Conductor
EN	Engineer
FI	Fireman
FL	Flagman
FO	Foreman (Yard)
FY	Footboard Yardmaster
HB	Head Brakeman
HE	Switchtender Herder
HF	Hump Foreman
HH	Hostler Helper (Fireman)
IH	Inside Hostler (Fireman)
OH	Outside Hostler (Fireman)
RE	Reserve Engineer
RO	Retarder Operator
SE	Shop Engineer
SH	Super Hostler (Engineer)
SW	Switchman
TR	Trainman
PC	Pilot Conductor
PE	Pilot Engineer
HS	Hostler Helper (Switchman)
IS	Inside Hostler (Switchman)
OS	Outside Hostler (Switchman)

DECLINATION CODE	ARTICLE
Blank	Not Declined.
A	Per Article 12
B	Per Article 15
C	Per Article 22
D	Not covered under agreement.
E	Per Article 10
F	Per Article 14
G	Per Article 8
H	Per Article 30
I	Per Article 9
J	Per Article 6
K	Excessive amount claimed.
L	Not qualified.
M	Excessive amount Meal/Lodgin
N	Per Article 4 (Use when declining occupation or rate.)
P	Per Article 32 & 33
Q	Per Article 13
R	Per Article 20
S	Per Article 26

APPENDIX 3

SBD Agreement No. T-007-86

MEMORANDUM AGREEMENT BETWEEN SEABOARD SYSTEM RAILROAD AND ITS EMPLOYEES REPRESENTED BY UNITED TRANSPORTATION UNION (Former L&N, NC&StL and CRR)

IT IS AGREED:

Section 1

(a) Existing seniority districts (and identification of any previous districts consolidated into such districts) are listed on Attachment 1.

(b) Three consolidated seniority districts will be established, comprised of former districts, as follows:

Consolidated Districts:

KY	TN	AL
SD	NC	S&NA-N
HD	ND	S&NA-S
LH&StL	PM	BHM MIN
LCL	MS#2	ALA MIN
MS#1	W&A	M&M
KY	K&A	NO&M
EK	KD	PD
CV	CRR	

(c) A master roster for each consolidated district will be created by consolidating the names of employees on the former districts by dovetailing their trainman/yardman seniority dates. This consolidated seniority shall govern their standing for all classes of service, except within their prior rights former districts. In the event two or more employees have the same seniority date, their standing shall be determined by birth dates. Present seniority rosters shall be maintained until deleted through attrition.

(d) Employees holding seniority on each of the separate seniority districts on the effective date of the consolidation will establish priority rights to work on such former seniority districts, and shall be referred to as prior rights employees.

(e) Employees who presently hold prior rights on seniority districts previously consolidated will continue to hold such rights.

(f) An employee who holds prior rights seniority on more than one former district in one or more consolidated districts shall make an election, by notifying the Superintendent and the Local Chairmen in writing, within sixty days of the effective date of this agreement, as to which former district will be designated as his prior rights district. If the employee fails to make an election, the former district in which he has the earliest seniority date will be designated. All seniority, other than prior rights seniority in the designated former district, and consolidated seniority in the new district in which the former district is included, will be forfeited.

(g) Prior rights seniority may be exercised on any position within the prior rights former district. Consolidated seniority acquired under this agreement may be exercised on any position in the consolidated district.

(h) Employees who establish seniority after the effective date of the consolidation will be added to the bottom of the consolidated district roster and will be referred to as common rights employees.

Section 2

(a) An employee who is unable to hold a position, or whose services are not needed to protect must-fill positions, in the consolidated district, may request a transfer to another consolidated district when there is a need for employees to protect must-fill positions. When such a need exists, an appropriate notice will be posted on bulletin boards and applications for transfer will be accepted for ten calendar days from the date of the notice.

(b) Applications for transfer will be made in writing to the Superintendent having jurisdiction of the territory to which transfer is requested. Copies will be furnished to the Superintendent of the home territory and to the appropriate Local Chairmen.

(c) Applications for transfer will be granted on a relative seniority basis, and employees making such requests will be given preference over new employees or existing employees not holding train service seniority.

(d) Employees who transfer will establish common rights seniority on a relative basis in the consolidated district where they will be used on must-fill positions only. In the event an employee is furloughed at the point to which transferred, he will be required to exhaust his seniority in the new district before being permitted to return to his home district, unless recalled pursuant to Paragraph (f) of this Section.

(e) The seniority of all transferred employees in a consolidated district shall be maintained on a relative basis, without regard to the date on which the transfer occurred.

(f) In the event the services of a transferred employee are needed to protect must-fill positions in his home consolidated district, notice of recall will be extended. If the transferred employee elects not to return on recall within fifteen days of receipt of such notice, he will retain his seniority in the new district, but will forfeit all seniority in the home consolidated district.

Section 3

(a) Prior rights employees will not be required to protect assignments or vacancies on former districts on which they do not hold prior rights.

(b) An employee assigned to an extra board in a former district who desires to move to an extra board in another former district within the consolidated district may do so by giving five days' written notice to the Terminal Officers of both points involved, requesting to displace the junior employee on that board. This right may not be exercised more than once in a thirty-day period. Employees thereby who move under this provision, will place themselves within three days. Employees displaced will place themselves with three days or the Carrier may place them.

(c) Employees furloughed at one extra board or supply point location will not be required to exercise seniority to another extra board or supply point as long as junior employees are available to protect the service.

Section 4

When vacations are assigned, employees working in their prior rights district will be assigned vacation periods according to their prior rights seniority dates. Employees working outside of their prior rights district will be assigned vacation periods according to their consolidated seniority dates. Length of vacation period will be determined by the employee's original or first date of employment.

Section 5 — Promotion

Non-promoted prior rights trainmen/yardmen who accept promotion and establish seniority as required by the schedule agreement will acquire prior rights as conductor/foreman in their respective prior rights districts.

Section 6

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

Section 7

This agreement shall become effective on January 31, 1986 and shall remain in effect until changed in accordance with the Railway Labor Act, as amended.

Signed at Jacksonville, Florida this 13th day of January, 1986.

Yours very truly,

Ralph Miller
Director of Labor Relations

AGREED:

R. D. Snyder, General Chairman
United Transportation Union

ATTACHMENT 1

SENIORITY DISTRICT 1 — KENTUCKY DISTRICT

Roads	Yards
1. St. Louis	St. Louis Terminal
2. Henderson Division O&N Road	Howell-Wansford Terminal Atkinson Yards, Guthrie Yards
3. LH&StL and Owensboro Yd. and Louisville Terminal	Owensboro and Louisville Terminal
4. LCL	Lex and Louisville Terminal
5. KY	Queensgate (Greater Cincinnati OH Terminal
6. CV	Corbin and Loyall Terminal
7. EK	Ravenna and Hazard Terminal
8. LB and Main Stem 1st	Louisville Terminal
9. Main Stem 1st	Louisville Terminal

ATTACHMENT 1 — Continued

SENIORITY DISTRICT 2 — TENNESSEE DISTRICT

Roads	Yards
1. Memphis Line	Memphis Leewood Terminal
2. N. C.-Bruceton to Chatt.	Nashville and Chattanooga Terminals-Bruceton
3. Main Stem 2nd	Murfreesboro-Bowling Green Terminal
4. W&A	Atlanta Terminal-Cartersville
5. N&D	Florence Terminal
6. K&A	
7. KD	Etowah and Knoxville Terminals
8. CRR	Erwin, Kingsport, Spartanburg, and Johnson City Terminals

ATTACHMENT 1 — Continued

SENIORITY DISTRICT 3 — ALABAMA DISTRICT

Roads	Yards
1. S&NA Nth	Decatur, Boyles
2. S&NA Sth	Gadsden Terminals
3. Bir Mineral	
4. Ala Mineral	
5. M&M	Mont Ter-Flomaton Terminal
6. NO&M	Mobile Ter- New Orleans Terminals
7. PD	Goulding Terminal

CSXT LABOR AGREEMENT T-159-88

MEMORANDUM AGREEMENT
BETWEEN
CSX TRANSPORTATION, INC.
AND ITS EMPLOYEES
REPRESENTED BY
UNITED TRANSPORTATION UNION
(FORMER L&N-NC-CRR)

WHEREAS, in order for CSXT to remain competitive it is necessary for it to accelerate the employee reductions needed to reach a crew size of a conductor and one trainman; and

WHEREAS, CSXT is willing to provide certain financial incentives to protected employees for relinquishing their seniority and/or other employment rights.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

A. SBD Labor Agreement T-006-86 (Crew Consist), dated January 13, 1986; SBD Labor Agreement T-048-86 (Guaranteed Extra Boards), dated February 27, 1986; SBD Labor Agreement T-049-86 (Reserve Pools), dated February 27, 1986; and road/yard manpower distribution understandings are hereby modified as set forth herein.

B. Except as otherwise provided in this agreement, the consist of all road and yard crews shall be not less than a conductor and one trainman.

C. (1) All references and provisions in the agreements referred to in Paragraph A hereof pertaining to "blanked" and "blankable" positions are eliminated.

(2) As used in this agreement, the term "trainman" includes flagman and brakeman in road service, and helper in yard service; the term "conductor" includes conductor in road service, and foreman in yard service.

(3) A "protected employee" is an employee who established train service seniority in a district covered by this agreement on or before February 1, 1986 (or who transferred to such a district between that date and the effective date of this agreement), who continues to hold such seniority, and does not relinquish his protected status under Attachment 1.

(4) A "surplus protected employee" is defined in the first paragraph of Attachment 1 to this agreement.

(5) A "non-protected employee" is an employee who has established, or will establish, seniority in a district covered by this agreement subsequent to February 1, 1986 except those transferred employees identified in Paragraph C(3).

(6) An "excess position" is a position on a crew in excess of that required under Paragraph B and is subject to the provisions of Article 16(b) of SBD Labor Agreement T-006-86.

D. Protected employees who will initially operate the service as provided in this agreement, or who will initially occupy positions on reserve pools, will be determined through implementation of Attachment 1 (Surplus Protected Employees) and Attachment 2 (Reserve Pools).

E. In the event a member of a crew with an excess position as provided in Article 16(b) of SBD Labor Agreement T-006-86 (a regular member or a properly called extra employee) (1) fails to report at the assigned reporting

time in yard service, (2) fails to report before departure of the train in road service, or (3) is unavailable at the away-from-home terminal in road service, the assignment may be worked without the excess position, with payment of the Special Allowance and accrual to the Productivity Fund. This shall also apply when a member of a yard crew with an excess position discontinues duty before completion of the tour of duty, except that the crew may be required to work not to exceed sixty minutes without payment of the Special Allowance and accural to the Productivity Fund.

F. When a trainman vacancy exists on a crew with a consist of less than a conductor and two trainmen at the away-from-home terminal, it may be filled by:

(1) stepping up the first rested and available trainman from an excess position;

(2) stepping up the first rested trainman from another position; or

(3) deadheading a trainman from the home terminal.

G. When a member of a road crew is required to ride in a caboose on the rear end of a train, the range of the radio used in the caboose, which may be either fixed or portable, must be sufficient to provide communication between the head end and rear end of the train. Except in emergency, crews operated in accordance with Paragraph B will not be required to depart a terminal with a train not having radio communication on the head end of the train (and on the rear end of trains with cabooses), nor will they be censured or disciplined in any manner for refusing to do so.

H. (1) On or before July 1, 1989, the Carrier will establish an ESOP/401(k) Program, which will be available for participation by eligible employees, as provided in Attachment 3 hereto.

(2) Protected employees entitled to distribution of funds from the Productivity Fund shall make an election on or before October 1 of each year to receive their shares of the Fund by one or more of the following options:

(a) Cash;

(b) Contribution to the ESOP/401(k) Program established pursuant to Attachment 3; or

(c) A combination of (a) and (b).

If an employee fails to make an election between (a), (b) and (c) above, his share of the distribution of the Productivity Fund will be distributed in cash. Employees shall be furnished with the appropriate documentation of transactions involving contributions of their shares to the ESOP/401(k) Program.

I. (1) The guarantee for protected employees assigned to guaranteed road or yard, or combination road/yard, extra boards will be a monetary amount of $1,355.02 (subject to future general wage increases) for each payroll period. The daily rate to be used for reductions for unavailability and for prorating less than a full period will be $108.22.

(2) The guarantee for non-protected employees assigned to guaranteed road, or combination road/yard, extra boards will be a monetary amount of $1,355.02 (subject to future general wage increases) for each payroll period. The daily rate to be used for reductions for unavailability and for prorating less than a full period will be $108.22. Both the guarantee amount and the reductions for unavailability will be adjusted by application of Article IV, Section 6, of the October 25, 1985 National Agreement.

(3) The guarantee for non-protected employees assigned to guaranteed yard extra boards will be a monetary amount of $1,016.27 (subject to future general wage increases) for each payroll period. The daily rate to be used for reductions for unavailability and for prorating less than a full period will be $81.17. Neither the guarantee amount, nor the reductions for unavailability, will be adjusted by application of Article IV, Section 6, of the October 31, 1985 National Agreement.

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

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

L. Notwithstanding the provisions of Paragraph M, this agreement (including all Attachments) may be cancelled by either party provided 20 days' advance written notice is given no earlier than March 1, 1989 nor later than June 1, 1989.

M. This agreement (including all Attachments) will become effective on December 15, 1988, and, except as provided in Paragraph L of this Agreement or Article 22 of SBD Labor Agreement T-006-86 dated January 13, 1986, will continue in effect until revised or amended by mutual agreement of the parties, or in accordance with the Railway Labor Act, as amended.

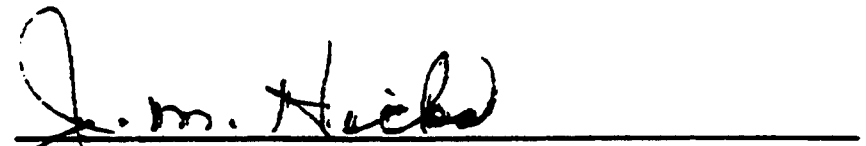
Signed at Jacksonville, Florida, this 18th day of November, 1988, subject to ratification.

FOR THE EMPLOYEES:



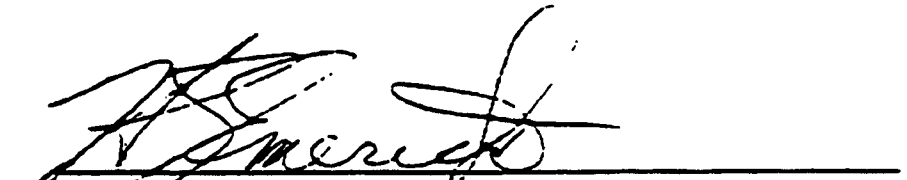
R. D. Snyder, General Chairman

APPROVED:



J. M. Hicks, Vice President

FOR THE CARRIER:



H. S. Emerick, Director of Labor Relations

CSXT LABOR AGREEMENT T-159(a)-88

ATTACHMENT 1

SURPLUS PROTECTED EMPLOYEES

The provisions of this Attachment 1 shall be used to reduce the number of protected employees to the number the parties have agreed upon as being required to initially operate the service and provide a reserve pool cushion. The parties agree that the number of surplus protected employees to be reduced by this Attachment is 261 unless a greater number of such employees voluntarily elect to take advantage of the incentives provided herein.

A. Within thirty days from the effective date of this agreement, the Carrier will post a notice on alll seniority districts (with a copy to the General Chairman), and send a copy of such notice to all protected furloughed employees by certified mail, return receipt requested, at the last address furnished the Carrier, advising them of their rights and obligations under this Attachment 1. Such notice to furloughed employees shall be tantamount to a notice of recall under the provisions of Article 25(k)2 of the schedule agreement, and all provisions of that Rule shall be applicable to such notice.

B. Protected Employees In Active Service. A protected employee who is in active service as of the date of this agreement or in reserve pool status will be offered the opportunity to avail himself of the options in Paragraphs (1), (2) or (3) below. An employee electing Option (3) may also elect either Option (1) or (2) in the event his transfer request is not accepted pursuant to Paragraph D.

(1) Terminate his seniority and employment relationship with the Carrier and accept a separation allowance of $50,000, plus payment for any unused vacation earned. Such employee who

is 57 years of age but less than age 65, and who is not otherwise eligible for coverage under GA-46000 or under Medicare, is also eligible for early retiree medical coverage under the CSX Transportation, Inc., Plan. Eligible dependents of an employee not otherwise eligible for coverage under GA-46000 or Medicare also will be covered under the CSX Transportation, Inc., Plan.

(2) Receive an allowance of $15,000 and accept furlough status and seniority standing on a relative basis below all protected employees remaining in active service, but ahead of non-protected employees, subject to recall but limited in the exercise of seniority to positions required to operate the service under CSXT Labor Agreement T-159-88. In application of the October 31, 1985 National Agreement, an employee electing this option will not be considered an employee whose seniority in train service is established after the date of such agreement. He will be entitled to share in the employees' Productivity Plan Account, but will not be entitled to reserve pool status pursuant to Attachment 2. Whenever he is unable to hold a position required to operate the service under CSXT Labor Agreement T-159-88, he will revert to a furlough status.

(3) Make application for transfer to another consolidated seniority district as provided in Paragraph D, indicating location or locations to which he is willing to transfer. An employee who makes such a request may also make a second choice of the options available in the event his request for transfer is not accepted.

(4) Employees who wish to avail themselves of the benefits provided in this Paragraph B must make written application therefor. Such application must be postmarked no later than fifteen days from the date the notice is posted and mailed to the following address:

Mr. J. R. Vierling (J300)
Director-Manpower Control
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

(5) The number of employees allowed to take advantage of the options provided herein may be limited by the Carrier to the extent of the number of surplus protected employees under this Attachment 1. While applications for Options (1) and (2) will normally be accepted in order of seniority in the district, or at the location, the Carrier reserves the right to reject any application based on the needs of the service. Applications for Option (3) will be accepted or rejected in accordance with terms set forth in Paragraph D.

C. Furloughed Protected Employees. A protected employee who is in a furlough status as of the date of this agreement will be offered the opportunity to elect one of the options contained in Paragraphs (1), (2) and (3) below, except that an employee electing Option (3) may also elect either Option (1) or (2) in the event his transfer request is not accepted:

(1) Terminate his seniority and employment relationship with the Carrier and accept the separation allowance for furloughed employees as provided below, plus payment for any unused vacation earned and the early retiree medical coverage referred to in Paragraph B(1) above, if eligible.

Furlough Status	Separation Allowance
Less than 1 year	$50,000
1 year but less than 2	30,000
2 years but less than 3	15,000
3 years but less than 4	10,000
4 years or more	5,000

NOTE: The performance of emergency service, without having been recalled from furlough, will not act to break the period of furlough for purposes of this agreement, except that if any furloughed employee worked, on an emergency basis, eight trips or tours of duty in the pay period immediately preceeding the effective date of this agreement he will be considered in active service.

(2) Remain in a furlough status, with seniority standing below protected employees but ahead of non-protected employees, subject to recall but limited in the exercise of seniority to positions required to operate the service pursuant to CSXT Labor Agreement T-159-88. In application of the October 31, 1985 National Agreement, an employee electing this option will not be considered an employee whose seniority in train service is established after the date of such agreement. He will be entitled to share in the employees' Productivity Plan Account, but will not be entitled to reserve pool status pursuant to Attachment 2. When he is unable to hold a position required to operate the service under CSXT Labor Agreement T-159-88, he will revert to furlough status.

(3) Make application for transfer to another consolidated seniority district as provided in Paragraph D. An employee who makes such a request may also make a second choice election of either Paragraph (1) or (2) above in the event his application for transfer is not accepted.

(4) A furloughed protected employee eligible for a separation allowance of $50,000 under Paragraph C(1) and his dependents will be eligible for the early retiree medical coverage provided in Paragraph B(1) provided they meet the qualifications set forth therein.

(5) The seniority and employment relationship of a furloughed protected employee will be automatically terminated and the provisions of Paragraphs (1), (2) and (3) above shall not be applicable to him if:

(a) the notice is not received by the employee at the last address furnished; or

(b) the option form, fully completed and executed by the employee, is not returned to the Carrier in accordance with Paragraph (d) below; or

(c) the employee does not respond within fifteen calendar days, electing one of the above options or a statement to the effect that he does not desire to avail himself of the benefits of this Paragraph C.

(d) Furloughed protected employees must return their fully executed option form, which must be postmarked no later than fifteen days from the date the notice is received, to the following address:

Mr. J. R. Vierling (J300)
Director-Manpower Control
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

D. Transfer Program. Concurrent with implementation of Paragraphs B and C of this Attachment 1 the Carrier will post a notice (with a copy to the General Chairman), and send a copy of such notice to all protected furloughed employees, by certified mail, return receipt requested, outlining a program under which surplus protected employees will have the opportunity to elect to voluntarily transfer to a location on another consolidated seniority district where it is anticipated that additional employees may be needed.

(1) The Carrier reserves the right to limit the number of transfers and locations to which transfers will be granted, consistent with the needs of the service. Transfer requests that are accepted, and location preferences, will be accomplished in seniority order.

(2) An employee who is transferred from one consolidated seniority district to another consolidated seniority district under this Paragraph D will:

(a) receive either (1) a transfer allowance of $15,000 and reasonable expenses for movement of household goods, or (2) a transfer allowance of $20,000, with either option to be in lieu of all other expenses in connection with the transfer and any attendant relocation;

(b) be considered as a present employee for purposes of application of the October 31, 1985 National Agreement, and a protected employee under this and other crew consist agreements (including the right to share in the employees' Productivity Fund);

(c) relinquish seniority on the district from which transferred and acquire a new seniority date on the Consolidated District to which transferred on a relative seniority basis among any other employees who transfer to the same Consolidated District under this Paragraph D, but senior to any other employees who may transfer to that District some subsequent time and senior to non-protected employees; and

(d) be required to remain in active service in the prior rights seniority district, or location within the district, to which transferred for at least two years unless he cannot hold a position in that district or at that location, in which event he will be required to exhaust his seniority within the consolidated seniority district.

E. Other Provisions For Reduction Of Protected Employees.

(1) If, as a result of application of the foregoing provisions of this Attachment 1, at least 261 protected employees are not reduced, the remaining surplus protected employees will be required to elect either Option (1) or (2) under Paragraph B or C, as applicable, except that (1) the separation allowance in Option (1) of Paragraph B will be $40,000 in lieu of the $50,000 provided therein and (2) the payment in Option (2) of such Paragraph B will be $10,000 instead of the $15,000 provided therein; and (3) the separation allowances provided in Option (1) of Paragraph C will remain unchanged except that the $50,000 allowance provided therein will be $40,000.

(2) (a) Furloughed protected employees, other than such employees who are in a voluntary furlough status in their prior rights district, will first be required to make the election provided in Paragraph (1) above in inverse seniority order.

(b) The remaining surplus will be divided equally among the Consolidated Kentucky, Tennessee and Alabama Seniority Districts. Active protected employees in those districts, and those in a voluntary furlough status in their prior rights district, will be required to make the election provided in Paragraph (1) above in inverse seniority order. If, as a result of application of Paragraph (3) below, or there are insufficient surplus protected employees remaining in a particular district equal to the allocation to that district, the unused allocation will be distributed equally among the remaining consolidated districts.

(3) In application of Paragraph (2) above, once the senior surplus protected employee in a particular prior rights seniority district has been required to make the election provided in Paragraph (1), the remaining protected employees in that prior rights district will not be required to do so.

(4) Failure of an employee to make the election as provided in this Paragraph E within fifteen days from the date of receipt of a notice advising him to do so will result in total forfeiture of his seniority, employment relationship and all the benefits provided in CSXT Labor Agreement T-159-88 (including Attachments). The notice will be sent by certified mail, return receipt requested.

F. Preferential Employment Rights. Consistent with the Carrier's legal obligations, employees who relinquish their seniority and other employment rights and receive a separation allowance pursuant to this Attachment 1 will have preference over others without any prior employment relationship with the Carrier for employment in train service positions. When such employees are terminated under this Attachment 1 they shall be given the oportunity to place their names and addresses on a seniority district preferential employment roster for future application for employment in the prior rights seniority district in which they held rights, and on a system (former L&N-NC-CRR) preferential employment roster for future application for employment on other seniority districts. The order of standing on the roster for employment in the district from which terminated shall be in accordance with their previous relative standing on that district. The order of standing for employment on other districts shall be in accordance with their previous relative seniority standing among each other.

(1) When there is a need for additional employees on a prior rights seniority district, the Carrier will notify the senior person(s) on the district preferential employment roster of the opportunity to apply for employment in that district by certified mail, return receipt requested, at the last address furnished. If such notice is not received by the person at the last address furnished, if he does not respond within fifteen calendar days, or if he declines an offer of employment, his name will be removed from the prior rights district preferential roster.

(2) When there is a need for additional employees on a district which cannot be met by the prior rights district preferential roster, the Carrier will notify the senior person(s) on the system preferential roster of the opportunity to apply for

employment in that district by Certified U. S. Mail, return receipt requested, at the last address furnished. If such notice is not received by the person at the last address furnished, or if he does not respond within fifteen calendar days, his name will be removed from the system preferential roster. If three offers of employment are declined, the person's name will be removed from the system preferential roster.

(3) Persons who accept a separation allowance under this Attachment 1 and subsequently accept employment under this Paragraph F shall be considered as new employees for purposes of application of the collective bargaining agreement, and for all other purposes.

G. Separation allowances under this Attachment 1 are intended by the Carrier to qualify as supplemental unemployment benefits.

H. At the conclusion of the separation programs covered by this Attachment 1, if the Carrier desires to continue to offer employees the opportunity to voluntarily relinquish their seniority and other employment rights and receive a separation allowance, it may establish the level of the separation allowance; however, separation offers will be made in accordance with Article 19 of SBD Labor Agreement T-006-86.

CSXT LABOR AGREEMENT T-159(b)-88
ATTACHMENT 2

RESERVE POOLS

A. Upon completion of implementation of Attachment 1 to CSXT Labor Agreement T-159-88, reserve pools will be created coexistent with the jurisdiction of guaranteed road and/or yard extra boards. Such reserve pools will be available to protected employees who are not needed to protect the service in accordance with CSXT Labor Agreement T-159-88 provided they, or employees junior to them, would have stood for service under application of SBD Labor Agreement T-006-86 as it existed prior to modification by CSXT Labor Agreement T-159-88. (It is understood that Article 16(b) of SBD Labor Agreement T-006-86 remains in effect.)

B. (1) Positions established initially on the reserve pools, and subsequent vacancies, will be advertised to protected employees subject to the jurisdiction of the road and/or yard extra board involved in accordance with applicable schedule rules. An employee may enter the reserve pool only as a successful bidder on an advertised position, except as provided in Paragraphs B(2) and D(2) below.

(2) The Carrier will create additional positions on the appropriate reserve pool as may be necessary to accommodate protected employees who would otherwise become furloughed under application of CSXT Labor Agreement T-159-88 but would have stood for service under application of SBD Labor Agreement T-006-86 as it existed prior to modification by CSXT Labor Agreement T-159-88.

C. (1) Each protected employee on a reserve pool will be guaranteed $1,084.02 (subject to future general wage increases) for each full payroll period. In the event all earnings (exclusive of penalty time claims) do not equal or exceed this amount, necessary adjustments will be made in the payroll for the current payroll period. The guarantee for protected employees added to or removed from the reserve pool on dates other than the first day of the payroll period will be reduced by 1/14th for each full calendar day they are not on the reserve pool.

(2) Protected employees in reserve pool status who have not earnings other than the guarantee provided herein shall receive 7.5 shares in the Productivity Fund for each full payroll period. If a protected employee is in such status less than a full payroll period, he will accrue one-half of a share for each full day he is in the reserve pool.

(3) No deductions from the pay of a reserve pool employee will be made except for deductions of income, employment or payroll taxes (including Railroad Retirement taxes) required by law; amounts required or permitted by an applicable dues deduction agreement; and other amounts as authorized by agreement or required by law.

(4) A protected employee on the reserve pool who is eligible for a full annuity (the annuity to which an employee is entitled at age 62 with 30 years of service) under the Railroad Retirement Act shall continue to be eligible for the reserve pool except that in addition to other authorized deductions there shall also be deducted the amounts the protected employee could have received from Railroad Retirement.

D. (1) A protected employee who is assigned to the reserve pool must remain in that status for at least 28 days (two bi-weekly payroll periods) unless displaced by a senior protected employee; recalled for active service; discharged from employment by the Carrier for good cause; he resigns from employment of the Carrier; or he retires on an annuity (including a disability annuity) under the Railroad Retirement Act. At the end of 28 days (two bi-weekly payroll periods) a protected employee in reserve pool status may elect to have his reserve pool assignment advertised, and at the end of the advertisement period he may displace any junior employee.

(2) Employees in reserve pool status may not be displaced therefrom except as provided below:

(a) A senior protected employee in active service may displace the junior protected employee in the reserve pool by giving notice on or before the end of one bi-weekly payroll period. The displacement will be allowed as of 12:01 a.m. on the first day of the second bi-weekly payroll period following the payroll period in which notice is given. As an example, a protected employee gives notice during or at the end of bi-weekly payroll period 1. The employee giving notice will continue to work during bi-weekly payroll period 2, and will enter the reserve pool at 12:01 a.m. on the first day of bi-weekly payroll period 3.

(b) A displaced protected employee desiring to enter the reserve pool may do so as outlined in (a) above; however, this will not prevent the protected employee from exercising seniority to other service between the time displaced and the time the protected employee is entitled to enter the reserve pool.

E. Reserve pool employees may engage in outside non-railroad employment which is not in conflict of interest without any offset of earnings. They will, however, be required to maintain their operating, rules and physical qualifications for performance of active service and hold themselves available for recall on seven days' notice.

F. (1) Reserve pool employees may be called and used to supplement the guaranteed extra boards when they are exhausted if they can be contacted. However, such employees are not required to remain available for call and cannot be required to respond to such calls.

(2) If a reserve pool employee declines a call, the amount he would have earned will not be charged against his reserve pool guarantee. If he accepts the call, he will be paid, in addition to the reserve pool guarantee, the difference between the reserve pool pay for that day or days and the earnings of the assignment.

G. When a vacancy exists on a position which would otherwise require (1) a new employee, (2) recalling an employee electing a furloughed status pursuant to Attachment 1, or (3) recalling to service a furloughed non-protected employee, the position will be advertised to employees on the reserve pool. In the event it is not bid in, the junior reserve pool employee will be assigned.

H. (1) Any vacation pay received while in reserve pool status will offset the payment provided in Paragraph E. Time spent in reserve pool status will count toward vacation eligibility and length of vacation.

(a) Vacation eligibility earned entirely while in active service will be scheduled and taken in the usual manner as provided in the schedule agreement.

(b) If an employee earns his vacation eligibility either partially or totally with reserve pool status, and he is in reserve pool status at the beginning of the calendar year in which the vacation is to be taken, and remains there for the same number of weeks as his vacation entitlement, that period of time will be considered his vacation. If he is not in the reserve pool at the beginning of the calendar year, or does not remain there for the same number of weeks as his vacation entitlement, his vacation will be scheduled and taken in the usual manner as provided in the schedule agreement.

(2) Reserve pool employees will not be eligible for holiday pay, personal leave, bereavement leave, jury duty pay and other similar allowances.

(3) Reserve pool employees are covered by health and welfare plans, union shop, dues check-off, discipline and grievance procedure rules applicable to employees in active service.

I. (1) An employee who is (a) a protected employee as defined in Paragraph C(3) of CSXT Labor Agreement T-159-88; (b) is unable to hold a position or reserve pool status on his prior rights seniority district because of insufficient seniority; and (c) would have stood for service in his Consolidated Seniority District under application of SBD Labor Agreement T-006-86 as it existed prior to modification by CSXT Labor Agreement T-159-88 will be entitled to the monetary benefits of Paragraph C of this Attachment 2, and will also be subject to Paragraphs E, F and H hereof. He will no longer be covered by this Paragraph I when he can hold a position or reserve status in his prior rights seniority district, or elects not to transfer to a train service position at a location outside of his prior rights seniority district but within his Consolidated Seniority District pursuant to Paragraph I(2) below.

(2) An employee who is covered by this Paragraph I may be requested by the Carrier to elect to either (1) transfer to a location outside of his prior rights seniority district but within his Consolidated Seniority District which would otherwise be filled by a new hire or (2) forfeit any further benefits under this Paragraph I until such time as he obtains a position in his prior rights seniority district. Such election must be made within ten days from the date of written notification by the Carrier. If the employee elects to accept the transfer, he will:

(a) receive an allowance of $5,000 in lieu of all expenses in connection with the transfer and any attendant relocation;

(b) be considered as a present employee for purposes of application of the October 31, 1985 National Agreement, and a protected employee under this and other crew consist agreements (including the right to share in the employees' Productivity Fund); and

(c) be required to remain in active service in the prior rights seniority district, or location within the district, to which transferred for at least two years unless (1) he cannot hold a position in that district or at that location, or (2) he can hold a position in his former prior rights district (with no employees in reserve pool status).

CSXT LABOR AGREEMENT T-159(c)-88
ATTACHMENT 3

ESOP/401(k) PROGRAM

A. On or before July 1, 1989, CSXT will establish an ESOP/401(k) program which will be available for participation by eligible employees. The program will be prepared by CSXT and the terms shall be solely determined by the Carrier, provided, however, that the ESOP will at all times reflect the following characteristics:

(1) It will be a "qualified" plan within the meaning of Section 401 of the Internal Revenue Code.

(2) An "eligible employee" is one who is subject to the collectively bargained agreement between the parties hereto.

(3) Commencing December 1, 1989, and on each succeeding December 1, CSXT will make a contribution of 30 shares of CSX common stock to the account of each eligible employee defined in Paragraph 2 above who (1) during the preceding calendar year qualified for a vacation in the year in which the stock is credited or completed 1,000 hours of compensated service and (2) is in active service (or in reserve pool status) on November 30 of the year in which the stock is contributed. No stock will be contributed on December 1, 1989 if CSXT Labor Agreement T-159-88 is cancelled pursuant to Paragraph L thereof.

(4) The shares of CSX common stock allocated to an eligible employee pursuant to Paragraph (3) above shall become vested upon the completion of five years of service.

B. On and after July 1, 1989, the following provisions will apply to "eligible employees" as defined in Paragraph A(2) above, provided the terms of such provisions comply with applicable law then in effect.

(1) On the same dates specified in Paragraph A(3) above, each eligible protected employee will have credited to his ESOP/401(k) account the number of shares of CSX common stock determined by dividing the amount of money diverted to such account from the Productivity Fund established by SBD Labor Agreement T-006-86 by the average closing CSX common stock price for the twelve-month period ending September 30 of the year involved.

(2) All eligible employees will have the election of diverting a portion of their CSXT pre-tax income through payroll deduction to the ESOP/401(k) program. This election and the amount of diversion may not be changed more often than once each calendar year.

(3) The amount of an employee's diversion of income under Paragraphs (1) and (2) above may not exceed the limits provided by applicable law.

C. At the request of either party, a meeting will be held between representatives of the United Transportation Union and CSXT for the purposes of reviewing the operation of the ESOP/401(k) program as it relates to implementation of this Attachment 3.

November 18, 1988

CSXT LABOR AGREEMENT T-159(d)-88

Mr. R. D. Snyder, General Chairman
United Transportation Union
9570 Regency Square Boulevard, Suite 318
Jacksonville, Florida 32225

Dear Mr. Snyder:

This refers to the discussion during negotiation of CSXT Labor Agreement T-159-88 concerning the competitive nature of rail transportation in our current environment.

The United Transportation Union and the employees it represents have a stake in ensuring that CSXT remains a viable rail transportation company because that is the only way it can continue to provide good jobs for employees the union represents. The parties recognize that implementation of CSXT Labor Agreement T-159-88 will be a positive step in meeting this competitive challenge. However, they also recognize that they must continue to explore other avenues, including the operation of certain trains with a train crew size of a conductor only.

This records our commitment to continue our efforts to explore these other areas to improve productivity and thereby enhance the competitiveness of the Company.

Please indicate your concurrence by affixing your signature in the space provided.

Yours very truly,

H. S. Emerick
Director of Labor Relations

AGREED:

R. D. Snyder, General Chairman

November 18, 1988

CSXT LABOR AGREEMENT T-159(e)-88

Mr. R. D. Snyder, General Chairman
United Transportation Union
9570 Regency Square Boulevard, Suite 318
Jacksonville, Florida 32225

Dear Mr. Snyder:

As provided in the preamble to CSXT Labor Agreement T-159-88, it is the intention of the parties to reduce crew size to a conductor and one brakeman.

While the agreement recognizes that management has the right to utilize more than one brakeman on a particular crew, this records our understanding that this will be done on a case-by-case basis where in the judgment of management a second brakeman is essential because of the workload of an assignment, physical characteristics of the working environment, or for other good reasons.

If the UTU General Chairman contends that the Carrier is removing employees from reserve pools and placing them on crews as second brakemen where they are truly not needed in the Carrier's operation, he may bring the matter to the attention of the Carrier's Director of Labor Relations. If the matter is not resolved within thirty days the matter may be submitted for a final and binding resolution pursuant to Section 3 of the Railway Labor Act.

Please indicate your concurrence by affixing your signature in the space provided.

Yours very truly,

H. S. Emerick
Director of Labor Relations

AGREED:

R. D. Snyder, General Chairman

November 18, 1988

CSXT LABOR AGREEMENT T-159(f)-88

Mr. R. D. Snyder, General Chairman
United Transportation Union
9570 Regency Square Boulevard, Suite 318
Jacksonville, Florida 32225

Dear Mr. Snyder:

As we discussed, it is the desire of CSX Transportation, Inc., and the United Transportation Union to explore various avenues for increasing productivity and the competitiveness of the Company.

We believe that one of the ways in which productivity will be enhanced while at the same time improving labor-management relations is to expand employee participation programs. CSXT's employees are its greatest asset. They represent a considerable pool of experience and expertise in the fundamental aspects of railroad operations. If given more opportunity, we are convinced that they could make even a greater contribution to the future of the Company and its employees.

This confirms that CSXT is dedicated to employee participation programs, a joint labor-management process designed to encourage and support employee involvement and decision making in matters which affect the job. Our mutual objectives are to:

- Improve morale and promote teamwork among all employees.
- Create personally fulfilling working conditions by providing opportunities for employes at all levels to influence the quality of their working environment.
- Build employee trust and commitment to the Company.

In order that CSXT and the UTU can expedite progress on these objectives, within thirty days after the effective date of CSXT Labor Agreement T-159-88, a meeting will be arranged among you, Bill Wick, and the undersigned to explore in depth employee participation efforts which the Company is prepared to undertake.

Please indicate your concurrence by affixing your signature in the space provided.

Yours very truly,

H. S. Emerick
Director of Labor Relations

AGREED:

R. D. Snyder, General Chairman

November 18, 1988

CSXT LABOR AGREEMENT T-159(g)-88

Mr. R. D. Snyder, General Chairman
United Transportation Union
9570 Regency Square Boulevard, Suite 318
Jacksonville, Florida 32225

Dear Mr. Snyder:

This refers to our discussion concerning application of Attachment 1 to CSXT Labor Agreement T-159-88 as it relates to acceptances of voluntary requests for severance.

This confirms that it is the intention of the Carrier to accept all voluntary severances up to the number of surplus employees in the prior rights seniority district.

Please indicate your concurrence by affixing your signature in the space provided.

Yours very truly,

H. S. Emerick
Director of Labor Relations

AGREED:

R. D. Snyder, General Chairman

November 18, 1988

CSXT LABOR AGREEMENT T-159(h)-88

Mr. R. D. Snyder, General Chairman
United Transportation Union
9570 Regency Square Boulevard, Suite 318
Jacksonville, Florida 32225

Dear Mr. Snyder:

This confirms our discussion, this date, concerning application of Attachment 1 of CSXT Labor Agreement T-159-88.

It was agreed that before the Carrier implements the provisions of Paragraph E, it will furnish the General Chairman a copy of all requests for separation allowances, transfers, and elections to accept furlough status. The Carrier will indicate thereon whether or not it is accepting such request.

Please indicate your concurrence by affixing your signature in the space provided.

Yours very truly,

H. S. Emerick
Director of Labor Relations

AGREED:

R. D. Snyder, General Chairman

November 18, 1988

CSXT LABOR AGREEMENT T-159(i)-88

Mr. R. D. Snyder, General Chairman
United Transportation Union
9570 Regency Square Boulevard, Suite 318
Jacksonville, Florida 32225

Dear Mr. Snyder:

This refers to the discussion during negotiation of CSXT Labor Agreement T-159(b)-88.

The parties recognized during the last day of negotiations that it might be possible to construct a Supplemental Unemployment Benefit Plan for employees who would otherwise be eligible for reserve pools which would provide the same after tax income to such employees as they would receive under CSXT Labor Agreement T-159(b)-88 at a lower cost to the Carrier.

This confirms our understanding that the parties will promptly resume negotiations following ratification of CSXT Labor Agreements T-159 and Attachments in an attempt to work out the details of such an arrangement to become effective no later than two years from the effective date of that agreement.

Please indicate your concurrence by affixing your signature in the space provided.

Yours very truly,

H. S. Emerick
Director of Labor Relations

AGREED:

R. D. Snyder, General Chairman

November 18, 1988

CSXT LABOR AGREEMENT T-159(j)-88

Mr. R. D. Snyder, General Chairman
United Transportation Union
9570 Regency Square Boulevard, Suite 318
Jacksonville, Florida 32225

Dear Mr. Snyder:

This refers to Attachment 2 of CSXT Labor Agreement T-159-88 concerning the establishment of reserve pools.

During the discussion of Attachment 2 it developed that in some prior rights seniority districts regular and pool crews have been abolished and their assignments are being worked from the extra board.

This will record our intent that in situations such as that described, in determining the number of reserve pool slots available, a determination would be made as to the number of regular and/or pool crews that normally would have been assigned had not this practice been in effect.

It was further understood that the Carrier would not abolish regular assignments in yard service and have the work normally performed by those assignments operated from the extra board for the sole purpose of reducing the number of reserve pool slots that might be available under the agreement.

Please indicate your concurrence by affixing your signature in the space provided.

Yours very truly,

H. S. Emerick
Director of Labor Relations

AGREED:

R. D. Snyder, General Chairman

CODIFICATION OF CREW CONSIST AGREEMENTS

between

CSX TRANSPORTATION, INC.

and

UNITED TRANSPORTATION UNION
(former L&N, CRR and NC&StL)

Article 1 - Road and Yard Crews . . . . . Page 1
Article 2 - Operation With Less Than A Two-Member Crew . . . . . Page 2
Article 3 - Definitions . . . . . Page 3
Article 4 - Attrition of Crew Members . . . . . Page 5
Article 5 - Protected Employees . . . . . Page 6
Article 6 - Supplanting Employees . . . . . Page 7
Article 7 - Permanent Vacancies . . . . . Page 7
Article 8 - Day-to-Day Vacancies . . . . . Page 9
Article 9 - Extra Boards . . . . . Page 10
Article 10 - Failing to Show . . . . . Page 20
Article 11 - Stepping Up . . . . . Page 21
Article 12 - Preferential Employment Rights . . . . . Page 21
Article 13 - Engineer Seniority . . . . . Page 22
Article 14 - Radios . . . . . Page 22
Article 15 - Transfer Program . . . . . Page 24
Article 16 - ESOP/401"K" . . . . . Page 24
Article 17 - Special Crew Allowance . . . . . Page 24
Article 18 - Productivity Fund . . . . . Page 26
Article 19 - Signing Bonus . . . . . Page 27
Article 20 - Attrition . . . . . Page 27
Article 21 - Personal Leave . . . . . Page 28
Article 22 - Reserve Pool . . . . . Page 31
Article 23 - Savings Clause . . . . . Page 32
Article 24 - General Provisions . . . . . Page 32
Attachment 1 Transfer Program . . . . . Page 34
Attachment 2 ESOP/401(k) . . . . . Page 38
Attachment 3 Reserve Pool . . . . . Page 40
Attachment 4 1968 Crew Consist Provisions . . . . . Page 50

v:\busu\irvindex

CODIFICATION OF
CREW CONSIST AGREEMENTS
between
CSXT TRANSPORTATION, INC.
and its employees
represented by
UNITED TRANSPORTATION UNION
(Former L&N, NC&StL, CRR, C&EI and MONON)

This document contains a codification of the provisions of the Crew Consist agreements dated February 1, 1986 (T-006-86), November 18, 1988 (T-159-88), February 10, 1989 (T-019-89) and July 31, 1992 (4-86-92), including Extra Board agreements, Reserve Pool agreements, ESOP/401(k) agreements and interpretations of these agreements pertaining to the former L&N, NC&StL, Clinchfield, C&EI and Monon Railroads.

ARTICLE 1 - ROAD AND YARD CREWS

Except as otherwise provided herein, the consist of all road freight and yard crews shall be not less than a conductor/foreman and one brakemen/helper. Such crews will hereinafter be referred to as reduced crews.

A. Nothing in these rules shall prohibit the Carrier from electing to use ground service employee(s) in addition to the one conductor/foreman and one brakeman/helper on a crew in road or yard service. If the position is filled for five consecutive days, the position will be advertised and filled under Article 7. Any temporary or permanent positions established may be discontinued at the Carrier's discretion.

Q. May blankable positions designated as "must fill" be changed from "must fill" to "blankable" or vice versa on a day-to-day basis?

A. Yes, but the provisions of the General Agreement still apply concerning bulletins, advertisements and abolishments, and Article 1.A. of this Codification. It is not intended for a crew to operate full one day and reduced the next and back to full crew on a call-to-call basis.

B. 1. The Carrier may establish single "utility" assignments in yard service where needed for the purpose of assisting road crews. Such assignments will be paid the yard foreman rate and will be entitled to "Air Hose" pay of $2.09 per tour of duty. The utility assignment may be required to handle EOT Devices. The duties of such assignments may be expanded by local agreements.

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

C. There shall be no restrictions or limitations with respect to the number of cars or length of train operated under this Codification.

Q-1 Does this Codification change or in any manner affect the consist of crews in passenger service?
A-1 No.

Q-2 Does this Codification change in any manner agreement rules and practices pertaining to the filling of conductor/foreman vacancies?
A-2 No.

Q-3 When a standard crew works as a reduced crew as provided in this Codification, will the "brakeman" or "flagman" designation apply?
A-3 No.

Q-4 May utility assignments assist in hostling outbound or inbound engines?
A-4 It is intended that the utility assignment work with and assist the on-duty road crews in yard movements.

Q-5 Are utility and other single position assignments must-fill positions?
A-5 Yes.

Q-6 If a conductor is not qualified on the physical characteristics of an assignment, may another qualified crew member qualify the conductor?
A-6 Yes. **Any minimum requirements are eliminated.**

ARTICLE 2 - OPERATION WITH LESS THAN A TWO-MEMBER CREW

A. Effective August 10, 1994, the Carrier may operate 100 percent of all through freight trains, (including converted through freight trains) with a conductor-only.

B. The consist of crews on work trains may be a conductor/foreman-only.

C. The consist of crews on other than through freight trains, shall be one conductor/foreman and one brakeman/helper position, except brakemen/helper positions may become blankable under certain conditions outlined below. Yard transfers may be operated conductor/foreman-only by local agreement.

D. A conductor-only crew may be called in relief service and may perform any work that a conductor-only crew may be required to do.

E. Yard transfer assignments to be operated with a conductor/foreman only may be established by agreement between the Local Chairman and the Division Superintendent or his designee, subject to the approval of the General Chairman and Senior Director Employee Relations. Such assignments will be operated and paid under the current schedule agreement. Should question arise as to the desirability, efficiency or safety of such an assignment and the local representatives of labor and management not be able to concur, the matter may be referred to the General Chairman and the Senior Director-Employee Relations for further review and discussion.

NOTE: It is agreed that this Codification will not have any bearing whatsoever on the administration of discipline procedures, or the amount of discipline assessed, in an effort to reduce the lists of "protected employees." If at any time the organization feels that this commitment is not being honored, a prompt conference will be afforded to review the matter and whatever steps are warranted will be taken to alleviate the complaint.

Q-1 Is it intended to reduce a standard or reduced crew at the away-from-home terminal when such crew is called for a train only requiring a reduced or conductor-only crew, by deadheading the trainman/men home?

A-1 No. The trainman/men will remain with the crew except under conditions stated herein.

Q-2 When was CSXT Labor Agreement 4-86-92 (Conductor Only) implemented?

A-2 The Agreement was implemented August 10, 1992.

ARTICLE 3 - DEFINITIONS

A. A "standard crew" is a crew that operates with a conductor/foreman and two brakemen/helpers.

B. A "reduced crew" is a crew that operates with a conductor/ foreman and one brakeman/helper.

C. "Must fill position" is a position covered by agreements between Carrier and UTU, except a trainman/helper position in road and yard service which may be blanked pursuant to this Codification.

D. An "excess position" is a position on a crew in excess of a conductor/foreman, unless declared as must-fill, and is subject to

Article 1 A herein. An employee in training is considered "excess".

F. "Blanked position" refers to the first brakeman/helper position which is not filled and the assignment works as a "conductor/foreman-only."

E. "Blankable position" refers to a trainman/helper position on a reduced crew which is filled by a protected employee and which, under certain specified conditions, can be operated as a "conductor-only crew."

G. A "prior-rights" employee is an employee that held seniority as a trainman or switchman prior to the road and yard rosters being merged by a top-over-bottom process.

H. A "protected employee" is an employee who established train service seniority in a district covered by CSXT Labor Agreement 4-86-92 on or before August 10, 1992, who continues to hold such seniority, and does not relinquish his protected status under Attachment 1 (Transfer program). Any such employee in a dismissed or suspended status as of February 1, 1986, or thereafter, who is subsequently reinstated with seniority rights unimpaired shall also be a protected employee.

I. A "non-protected employee" is an employee who has established, or will establish, seniority subsequent to August 10, 1992, and shall not have the right to exercise seniority to or otherwise be used on blanked or blankable brakeman/helper positions, except as provided for herein. Such employee may exercise seniority to conductor/foreman positions or brakeman/helper positions advertised by the carrier as must-fill positions to which their seniority would entitle them.

J. A "common rights" employee is an employee who established seniority after the top-over-bottom merger of the yard and road rosters but before February 1, 1986.

K. A "consolidated rights" employee is an employee who established seniority subsequent to February 1, 1986, or had it established through a transfer program subsequent to February 1, 1986.

NOTE: Employees with a seniority date preceding February 1, 1986, but not working on their common rights or prior rights district, are considered as using their consolidated rights; therefore, they are considered consolidated district employees under such circumstances.

Q. Is a prior/common rights employee also considered a "consolidated employee"?

A. Yes, however, rules applicable to consolidated employees only apply when such employee is NOT working on his prior or common rights roster.

L. The term "trainmen" includes Flagmen, Brakemen, Foremen, Yardmen, Switchmen-Hostlers, Yard Helpers and Car Retarder Operators; the term "conductors" includes conductors in road service and foremen in yard service.

M. A "furloughed" employee is an employee whose seniority does not entitle him to hold a position, regular or extra, including reserve pool, on his consolidated seniority district.

ARTICLE 4 - ATTRITION OF CREW MEMBERS

A. The reduction of a road freight service brakeman or yard helper position from any crew in other than through freight or work train service shall be made solely on a pure attrition basis, i.e., no road freight brakeman or yard helper position available to a protected employee under schedule rules will be blanked, nor will a protected employee be furloughed or remain on furlough as long as a reduced crew or conductor/foreman-only crew is operating in his seniority district, except under conditions provided herein. A protected employee may elect and be allowed to go on furlough and remain furloughed until needed on a must-fill position. Consideration of voluntary furlough will be given in accordance with the seniority order of employees who make such requests.

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

Q-1 May a protected brakeman/helper who is furloughed at one yard or road extra board point be forced to a must-fill position at another yard or extra board point within his consolidated seniority district?

A-1 Only to the extent he could have been required to do so under existing agreements in effect immediately prior to February 1, 1986. A prior rights employee under pre-existing agreements who elects not to exercise his seniority to a position to which he is entitled will not prevent the Carrier from operating reduced crews at other points where no protected employees are furloughed. A prior rights employee may not be forced off his prior rights district, except in accordance with Paragraph "L" of the Reserve Pool Agreement (Attachment 3). A common rights employee may not be forced off his common rights district except in accordance with Paragraph "L" of the Reserve Pool Agreement (Attachment 3). Consolidated rights

employees may be forced within the Consolidated District.

Q-2 If a protected employee who requested and was granted permission to go on voluntary furlough desires to return to service, seniority permitting, how much advance notice will he be required to give?

A-2 The employee is required to give a 15-days notice.

ARTICLE 5 - PROTECTED EMPLOYEES

A. "Protected employees" will have seniority rights to all remaining brakemen/helper positions, including permanent, temporary and reserve pool positions. Protected employees shall not be subject to the provisions of Article IV, Section 6 (Entry Rates) or Article XII (Termination of Seniority) of the 1985 National Agreement. The protection against furlough for employees protected under preexisting crew consist agreements (prior to February 1, 1986,) is preserved.

B. In the event that no bid is received on a brakeman/helper position from a protected employee, the brakeman/helper position will become blankable and the crew assignment may be worked with only a conductor/foreman until the Carrier designates the brakeman/helper position as must-fill or a protected employee elects to take the position.

C. 1. Protected employees holding 5-day yard assignments will be guaranteed employment or pay for the days of their assignment for the number of days stipulated in the advertisement. The guarantee will be the basic daily rate of the position held. This guarantee will not apply on a holiday.

Example: A regular assignment is scheduled to operate Monday through Friday and Saturday is a holiday; the assignment is annulled on Wednesday. In this case the employee would be entitled to the holiday and would be paid for the annulment day on Wednesday.

2. Protected employees holding regular 5-day assignments as foreman, switchman or switchman-hostler or extra board employees who are displaced and must take a position with different off-days and for that reason cannot work 5 days in the work week they held at the time of displacement, will be guaranteed employment or pay for up to 5 days to the extent they are available for service.

Q-1 Will blankable brakeman/helper positions continue to be bulletined?

A-1 Yes, where rules now require; however, in the event that no bid is received on a brakeman/helper position from a protected employee and there are no protected

employees in furloughed status, the brakeman/helper positions will become blanked and the crew assignment may be worked with only a conductor/foreman until the Carrier designates the brakeman/helper position as must-fill or a protected employee elects to take the position. A protected employee who does not have an exercise of seniority may claim such blanked position by giving 24 hours' advance notice.

Q-2 Does a protected employee retain the right to exercise seniority to a blanked brakeman/helper position in other than through freight service?
A-2 Yes, under the conditions provided herein.

Q-3 When there is a change in the consist of a crew, will the employees on the crew prior to the change be permitted to exercise their seniority?
A-3 Yes, provided they do so within twelve hours following completion of the first tour of duty. A change in the consist means that a position has changed from blankable to blanked, or vice versa.

Q-4 Did Clinchfield hostlers become "protected" under CSXT Labor Agreement 4-86-92?
A-4 Yes, provided they were assigned to train or hostler service.

ARTICLE 6 - SUPPLANTING EMPLOYEES

No Carrier supervisor, official, or non-craft employees (including yardmasters) shall be used to supplant or substitute in the work of any train or yard crew working under UTU Agreements.

ARTICLE 7 - PERMANENT VACANCIES

A. Permanent must-fill vacancies which are not filled voluntarily in the usual manner will be filled by assigning the junior protected brakemen/helpers on the respective extra boards. If no protected employees are assigned to the board, the junior non-protected employee will be assigned.

Q-1 When forced under this provision may an employee exercise his seniority?
A-1 Yes, provided he does so within twelve hours following notification.

Q-2 Will an employee claiming an advertised vacancy bid on the position claimed?
A-2 No, claiming a position constitutes a bid for the position.

Q-3 May displaced employees in road service claim advertised vacancies in yard service, and vice versa?

A-3 No, unless there is a local agreement that provides otherwise.

Q-4 May a displaced employee who has claimed an advertised vacancy as outlined above, be displaced from the advertised vacancy?

A-4 Yes.

Q-5 In the event the junior protected employee is displaced and there are no positions at that location his seniority would permit him to claim, how may such employee be placed?

A-5 He may be placed as follows:

1. Added to the extra board protecting service from which displaced or,

2. Placed in the reserve pool by creation of an additional reserve pool slot and he will be subject to immediate recall during the advertisement period or,

3. Employees with a seniority date later than January 31, 1986 may be forced to another extra board jurisdiction to displace a junior employee or claim an open must-fill position. If more than one such location exists, the employee will be offered a choice of locations and will select within 24 hours.

B. The following understanding may be implemented in the territory under the jurisdiction of the local chairman making the request upon a ten (10) day notice:

1. When it is known that a trainman, conductor or yardman vacancy will exist for five (5) or more days, or when a vacancy has existed for five (5) days, the senior employee making application for same will be assigned to the vacancy and hold it, (subject to being displaced by a senior employee), until the regular employee reports or the vacancy is otherwise closed.

2. Extra board positions may <u>not</u> be claimed, except by displaced employees.

3. Road employees may claim road vacancies only.

4. Yard employees may claim yard vacancies only.

5. Displaced employees claiming advertised vacancies shall be subject to displacement by senior employee under this rule.

6. When an employee has been occupying a vacancy under Paragraph B-1 and has been relieved by the return of a regular assigned employee, or otherwise displaced, he will be marked up to his former assignment if coming from a position providing it still exists and provided he has not been displaced from that assignment, except he will be permitted to exercise seniority to another temporary vacancy provided he does so prior to making a trip on his regular assignment.

Q. When an employee is relieved or displaced from a five (5) day vacancy, may he exercise seniority to an assignment which was advertised during such period of time that he was on the five (5) day vacancy?

A. Yes, and during such period of time that he is on a five (5) day vacancy, he may bid off and in this event, he would not be permitted to return to that same five (5) day vacancy.

7. The provisions of this paragraph B. are intended to be applicable to the claiming of vacancies on a prior-rights seniority district and are to be applied in conjunction with other agreements pertaining to the exercise of seniority presently in effect and are not intended to cancel or disturb such agreements.

8. This Paragraph B may be canceled by the appropriate local chairman having jurisdiction in the territory concerned upon ten (10) days' written notice to the appropriate carrier officer.

ARTICLE 8 - DAY-TO-DAY VACANCIES

A. Brakemen/helpers on the extra board shall be used on must-fill vacancies only.

B. The Carrier shall maintain a sufficient number of regular and extra employees to permit reasonable layoff privileges and to protect must-fill vacancies, vacations, personal leave days and other extended vacancies.

Q-1 Will day-to-day vacancies of blankable positions be filled?

A-1 No.

Q-2 May a protected employee be forced from a blankable position to a must-fill position?

A-2 Only when it is necessary to protect his seniority on other than brakeman/switchman positions.

ARTICLE 9 - EXTRA BOARDS

A. The Carrier may establish separate road and yard guaranteed extra boards. Positions on the guaranteed road and yard extra boards will be considered "must-fill" positions in the application of this Codification and the number of positions on such boards will be regulated by the Carrier. Positions will be advertised with one specified off day each week in accordance with applicable schedule rules.

1. A protected employee who is notified of his assignment to the guaranteed extra board whose seniority entitles him to other must-fill service may exercise seniority to such other service within 12 hours of notification.

2. Extra board employees shall be used on a first-in, first-out basis on must-fill vacancies, only.

3. An extra board employee out of place for call will retain his first out status on the board. When the employee taking the call returns, or has completed two tours of duty without returning the employee having missed the call will be automatically marked up first out.

4. An extra board employee who marks off will, when reporting, go back on the extra board in exactly the same position from which he marked off, and if his position has become first out, it will remain first out until he reports and is called for service.

5. The guarantee for protected employees assigned to guaranteed road, yard, or combination road/yard, extra boards will be a monetary amount of $1,495.04 (subject to future general wage increases) for each payroll period. The daily rate to be used for reductions for unavailability and for prorating less than a full period will be $119.40.

6. The guarantee for non-protected employees assigned to guaranteed extra boards will be a monetary amount of $1,088.63 (subject to future general wage increases) for each payroll period. The daily rate to be used for reductions for unavailability and for prorating less than a full period will be $86.95. Neither the guarantee amount, nor the reductions for unavailability, will be adjusted by application of Article IV, Section 6, of the October 31, 1985 National Agreement.

NOTE: Extra boards in existence prior to February 27, 1986, at Hazard (Trainman) will maintain the existing guarantee rate then in effect, subject to future general wage increases.

7. Existing guaranteed trainmen/switchmen extra boards may be combined by local agreement at individual locations subject to the approval of the General Chairman and Senior Director - Employee Relations.

8. Employees who acquire positions on the Guaranteed Extra Boards by award or displacement will be covered by the provisions for that day if they mark up within one hour of notification of the position or notification of displacement status. Any employee being displaced or bidding from the Guaranteed Extra Board will remain covered by the guarantee provisions for that day if he exercises displacement rights to a position within one hour of the notification of displacement from the Extra Board. Any earnings made that calendar day will be charged against the guarantee day. This does not change Question and Answer No. 1 below.

Q-1 An employee on a guaranteed extra board position is displaced, and displaces onto another guaranteed extra board position. How will this affect his guarantee for that day?

A-1 If the displaced employee rolls another employee on the guaranteed extra board within two hours of the time he is notified that he is displaced, no penalty will be assessed his guarantee for that day.

Q-2 An employee <u>not</u> on a guaranteed extra board position is displaced, and displaces onto a guaranteed extra board position. How will this affect his guarantee for that day?

A-2 If an employee displaced from other than the extra board displaces to the extra board, it must be within one hour of the time notified of displacement to be covered by the guarantee for that day.

Q-3 If an employee in road or yard service is on the extra board for three days and is on vacation the rest of the pay period, how will he be treated for guarantee purposes?

A-3 Protected employees will have credited $119.40, non-protects $86.95 (subject to future general wage increases) for each day's pay for 3 days, excluding rest day providing he remains available.

Q-4 If an employee marks off at 11:50 p.m. and marks back up approximately one hour later at 1:00 a.m., how will he be treated for guarantee purposes?

A-4 Two days lost.

Q-5 If a yard employee misses a call for an 11:00 p.m. assignment, how will he be treated for guarantee purposes and his placement on the board?

A-5 He loses a day. The day of the missed call and the next day. If he doesn't report on the following calendar day, can lose additional days.

Q-6 How will a yardman called from the guaranteed extra board to work as an extra yardmaster on a day-to-day vacancy be treated?

A-6 He would be shown as working another craft and returned to the extra board when the tour of duty is completed, unless local agreements provide that he be returned to the board in the same order with other extra board switchmen when called for service. Such employee is responsible for marking off and marking up with CMC when working as a yardmaster.

Q-7 How will a yardman called from the guaranteed extra board to work as an extra yardmaster to protect a vacancy of more than one day be treated?

A-7 He will be marked to the off board.

Q-8 How will Yardmaster earnings be counted.

A-8 They will be considered in computing any guarantee payment that may be due while on the guaranteed extra board, but the day(s) worked will not be considered a layoff day.

Q-9 When will the specified off day begin and end?

A-9 The off day will be a calendar day (midnight to midnight), or a period of 24 hours from the time relieved or time of return to the extra board location.

EXAMPLE 1: Tuesday is the off day. The Employee is on the extra board on Monday at 2230 hours and has not been called. His name would be removed from the extra board and placed back available for the phone to ring at 0001 hours Wednesday. The earliest he could be placed on duty would be 0130 hours Wednesday.

The 24-hours means that an employee will not be contacted by telephone for 24 hours.

EXAMPLE 2: An employee is relieved or returned to the extra board location at 0300 on Monday. Said employee could not be contacted by telephone by CMC until 0301, Tuesday.

An employee beginning the off day at Midnight would not be subject to contact by telephone by CMC until 0001 the next day.

Q-10 Will an extra board employee be considered available for service on the day preceding his off day if the call for duty will result in the employee going on duty on his designated off day?

A-10 No. If the employee will not be on duty, or under pay, prior to midnight on the day preceding his off day, he will not be considered available for service.

Q-11 When will the off day begin for an employee called on the day preceding his off day for an assignment which is relieved after midnight?

A-11 At the time relieved and will continue for 24 hours.

Q-12 When will the off-day begin for an employee called to protect an outlying assignment who is required to work on his assigned off-day?

A-12 He will observe the off-day or days of the assignment if they occur prior to his return to the board. If he returns to the board before the end of the week, his off day will commence upon return to the terminal. If he does not return to the board in time to observe an off-day that week, it will be considered as having been accumulated and will be taken consecutively (before or after) with his assigned off-day the next week.

Q-13 If an employee, with Thursday off, is deadheaded on Sunday to protect a 7:00 a.m. job on Monday (a two-week vacation vacancy) and works daily (no off day), when would his off days begin?

A-13 Assuming he is released at the conclusion of the work on Sunday, the two off days accumulated will begin when he returns to the terminal and will be observed on a consecutive basis. At his option he will be permitted to couple these days with his assigned off-day for that week (before or after). Notification of his election must be extended to the crew caller when he returns to the terminal.

Q-14 May an employee waive or elect not to take the assigned off day?

A-14 No, except as provided in question Nos. 12 and 13 above.

Q-15 Are guaranteed trainmen/switchmen extra board employees required to notify the crew caller when they begin and end observance of their off-days?

A-15 No, except when the off-day begins at other than midnight, the employee must advise that he is marking-off to observe his off-day. He will be automatically placed at the bottom of the extra board 24 hours later.

Q-16 At the conclusion of the off-day, where will an employee who marked off prior to the beginning of the off-day be placed on the board?

A-16 He will retain his position on the board and if his position has become first out, it will remain first out until he is called for service. The off-day time will not be charged against his guarantee.

Q-17 Does a trainman or switchman on a Guaranteed Extra Board stand for train service calls on his assigned off-day?

A-17 No, off-days are to be observed for all train service in which the trainman/switchman employee has seniority- conductor, C.R.O., trainman, etc. He will not be subject to censure or discipline for refusing to accept a call on his off-day.

Q-18 Will employees exercising seniority to the extra board assume the off-day of the position?

A-18 Yes, and if they exercise seniority on a position on an off-day, they will remain off until the off-day is over.

Q-19 When a displaced employee, or an employee exercising seniority to the extra board, elects to take a position, which position on the extra board is he required to take?

A-19 He will select the off-day position desired and displace the junior employee with that off-day.

Q-20 When may the carrier reduce the extra boards?

A-20 Guaranteed extra boards may be reduced twice each week. The days assigned for the reduction of each Guaranteed Extra Board will be as designated by Crew Management. Reductions will be made between Monday and Friday between the hours of 10:00 A.M. and 8:00 PM, except in an emergency as defined in Article 14-D herein.

Q-21 Will an employee's turn continue to move up when he is on vacation, bereavement leave or personal leave?

A-21 No, it will be removed from the board and automatically marked up on the bottom of the board when the permitted time off has expired.

Q-22 Where does an extra board employee mark up when reporting back from compensated service, i.e., jury duty, rules class, company witness, etc.?

A-22 To the bottom of the extra board.

Q-23 Do Paragraphs A.3. and A.4. of Article 9 supersede Article 24(j) of the Schedule Agreement?

A-23 Yes. An employee who misses a call, lays off when called or within 2 hours of the time he would have been called, will be marked on the off board and will remain there until the employee who accepted the call returns to the terminal or completes 2 tours of duty (whichever occurs first) and will then be automatically marked up available for service (provided he has reported) and his position will remain first-out until he is called for service.

Q-24 When should protected furloughed employees be called for service?

A-24 When the extra list and the means for supplementing an exhausted extra list, pursuant to applicable schedule rules or present accepted practice absent a governing rule, have been exhausted.

Q-25 In road service, may an employee in pool or regular assignment give up his position and displace on the extra board?

A-25 Yes.

Q-26 If an employee holding a regular position, in road service, advertises said position for the purpose of going on the guaranteed extra board, is this employee required to displace the junior man?

A-26 No. However when the off-day position is selected, the junior employee with that off-day will be displaced.

YARDMEN'S EXTRA BOARD

B. All extra board yardmen will continue to be confined to five straight-time, eight-hour shifts in their workweek under the Five-Day Work Week Agreement currently in effect. Road service work not to be considered.

1. If an extra board position is not claimed, it will be filled by assigning the junior protected employee occupying a blankable position in yard service.

2. After all available extra board yardmen have worked their allotted number of shifts, or the extra board is exhausted, must-fill vacancies will be offered in seniority order to protected helpers assigned to work that day on blankable positions in the same starting time bracket in which the vacancies exist and at the same point. If none of the protected yardmen contacted desires the vacancy, the junior protected yardmen contacted at that point will be assigned to work that day, and those force assigned will receive no less compensation than they would have earned on their own assignments. Protected employees occupying blankable jobs who do not desire to be called, when they do not stand to be force assigned, will so notify the Company in writing with a copy to the

Local Chairman. Such written notification may be revoked in the same manner.

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

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

Q-1 Does the wording in Article 9 B.2 reading "same starting time bracket" mean the time periods referred to in existing starting time rules?

A-1 Yes.

Q-2 Will a time and one-half tour of duty in yard service (other than working on a holiday) be counted as a day against a helper on the yard extra board under the provisions of Article 9 B.2.?

A-2 No, time and one-half tours will not be counted in computing the straight-time, eight-hour shifts.

Q-3 Does Article 9 B.2 set aside application of schedule rules which require payment at time and one-half?

A-3 No.

Q-4 When yard jobs are annulled, may the annulled employees go to the extra board during periods of annulment?

A-4 No, unless using displacement rights vacating the annulled job, in which case they may displace any junior extra yard employee.

Q-5 In yard service under Article 46(d) of the Schedule Agreement, may an employee exercise "the 30-day roll" and displace to the extra board?

A-5 Yes.

COMBINED YARDMEN-TRAINMEN EXTRA BOARD

C. After all available employees on the extra board have worked their allotted time, must-fill vacancies in yard service will be filled as provided in paragraph B of this Article 9. Must-fill vacancies in road service will be filled as provided in paragraph D of this Article 9.

Q-1 Will a time and one-half tour of duty in yard service be counted as a day against an employee working from

a combined yardman/trainman extra board toward the equivalent of the 5 Day work week?

A-1 No; only straight-time shifts will be counted and each straight-time shift will only count as 1 day, i.e. , if a yardman works eight hours straight time and four hours over- time in the same tour of duty, only 1 day will be counted toward the equivalent of 5 days in a workweek.

Q-2 Does Article 9 C set aside application of schedule rules which require payment at time and one-half?

A-2 No.

BRAKEMEN'S EXTRA BOARD

D. 1. When the extra board is exhausted, must-fill temporary vacancies will be filled by the most junior available rested brakeman at the supply point. Those used under this provision will receive no less compensation than they would have earned on their own assignments.

2. If an extra board position is not bid in or claimed, it will be filled by assigning the junior protected employee occupying a blankable position in road service.

The following questions and answers are in part from SBD Labor Agreement T-048-86 Appendix 1 (Guaranteed Extra Board) as modified by later agreements and interpretations.

QUESTIONS AND ANSWERS

Q-1 Does the guaranteed extra board agreement change mileage regulations for regular assignments?

A-1 No.

Q-2 May an extra board employee move to another extra board position?

A-2 Yes, in accordance with seniority rules, except he may not bid back on his former position, or another position with the same off day as his former position when it is subsequently advertised.

Q-3 May an extra board employee in road service give up his position and roll to a pool or regular assignment?

A-3 Yes, to pool or chain-gang service; no, to regular assigned service.

Q-4 A local chairman assigned to the guaranteed extra board lays off for union business. How is his board position handled?

A-4 The position will be removed from the extra board until the local chairman reports back, and then the turn will be added to the bottom of the board.

Q-5 How is an advertised vacancy on the extra board to be handled when becoming first out?

A-5 It will be placed on the off board and remain there until bid in or claimed by a displaced employee.

Q-6 May displaced road employees, and displaced yard employees at Mobile, Bowling Green, Nashville and Chattanooga where yard jobs are advertised by bulletin, claim advertised vacancies?

A-6 The employee may claim any advertised trainman/switchman vacancy or any conductor/foreman vacancy not protected by a conductor/foreman extra board.

Q-7 An employee is the successful bidder on an advertised extra board position that has been claimed during the advertisement period by a displaced employee and the position the successful bidder is to be placed on is out of the terminal. When will the employee who bid the position in be placed on the extra board?

A-7 He would be added to the bottom of the extra board at the time the job is awarded to him, provided he is in the home terminal of the extra board.

Q-8 An employee, entitled to an exercise of seniority, displaces to the guaranteed extra board on a position that is out of the terminal. When and where will the employee exercising seniority be placed on the extra board?

A-8 Provided he is in the home terminal, he should be placed on the bottom of the board at the time seniority is exercised.

NOTE: In Question and Answer Nos. 7 and 8, the employee occupying the position that is out of the terminal will be notified when he returns to the extra board location that he is relieved or displaced.

Q-9 What will happen to the extra board turn of the employee who bids in another assignment?

A-9 It will be advertised and subject to claim by displaced employees.

Q-10 When is the off day for the employee being added to the bottom of the board?

A-10 It will be considered the previous day to placing on the board.

Q-11 May employees of the NC&StL, Clinchfield and L&N yards where positions are advertised (Mobile and Bowling Green) give up their assignment and go to the extra board?

A-11 Yes, employees giving up positions may only go to the board protecting that service, i.e., road to road, yard to yard, etc.

NOTE: In road service, the provisions of the Schedule Agreement applicable to occupying the position 10 days before giving up to displace to the extra board or to pool service are still in effect.

Q-12 Where will a protected "prior rights" or "common rights" employee go when displaced from the extra board and there are open advertised vacancies?

A-12 An employee should promptly place himself on an advertised vacancy, or displace promptly. If no vacancy exists for claiming but the employee's seniority does allow for active employment in that extra board jurisdiction, he would be considered surplus and a reserve pool position would be created.

NOTE: When this occurs, CMC will determine the number of open vacancies and the number of protected displaced employees, if the number of protected displaced employees exceed the number of open vacancies (including Conductor vacancies where the conductor's extra prevents claiming vacancies) sufficient reserve pool positions will be created.

Q-13 Where will a protected "Consolidated Rights" employee be placed when displaced from the extra board and there are advertised open vacancies?

A-13 He should promptly place himself on an advertised vacancy or displace a junior employee.

Q-14 If there are no open must-fill positions or non-protects holding must-fill positions, will a protected displaced Consolidated Rights employee be considered surplus and a reserve pool position opened for claiming?

A-14 Yes, in accordance with the NOTE to Q&A 12 above.

Q-15 Where will a non-protected extra employee be placed when displaced from the extra board and there are open advertised vacancies?

A-15 He should promptly place himself on an advertised vacancy, or displace a junior employee. If no vacancy exists for claiming or the employee's seniority does not allow for active employment in that extra board's jurisdiction, he would be considered furloughed from the jurisdiction of that extra board.

Q-16 May a non-protected employee who is unable to hold a position in his extra board jurisdiction be forced to another extra board jurisdiction?

A-16 In accordance with Section 3 paragraph (c) of the Consolidated Seniority District Agreement, T-007-86, the employee may accept furlough status.

Q-17 May employees on one yard or road extra board give up their position and roll to another road or yard extra board?

A-17 Yes, under provisions of Top Over Bottom Agreement or the Consolidated Seniority District Agreement.

ARTICLE 10 - FAILING TO SHOW

A. In the event an employee holding a must-fill position on a crew, or an extra employee properly called, fails to report for duty at the assigned reporting time, a trainman will be called for the vacancy and the remaining crew member(s) will continue to work not to exceed sixty minutes. Such crew member(s) may not make more than one double-over nor perform any switching service during the time mentioned.

NOTE: If a problem develops where protected employees may be delayed a few minutes in reporting to work on time because road crossings at the entrance to the yard or in the yard are blocked by cars or trains, or other extenuating circumstances, a meeting will be held promptly for the purpose of determining what action can be taken. The carrier does not intend to administer this Codification in a manner which will avoid using a protected employee for work for which he stands.

B. When a member of a crew discontinues duty before completion of the tour of duty, the remaining crew member(s) may be required to work an additional sixty minutes. The crew member discontinuing duty before completion of the tour shall be paid for the actual time on duty.

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

NOTE: The provision of Article 10 that a yardman discontinuing duty before completion of a crew's tour of duty shall be paid for actual time on duty will not affect the current policy as to payments to employees who are injured on duty.

Q. If a crew becomes conductor-only as a result of trainmen becoming unable to perform service, what work may the conductor be required to perform?

A. Any work that a conductor-only crew could otherwise be required to perform.

ARTICLE 11 - STEPPING UP

A. No protected employee will be moved from a crew of a conductor/foreman and one brakeman/helper to a crew of a conductor/foreman-only in order to make such crew a reduced crew of a conductor (foreman) and one brakeman (helper), except in road service at the away-from-home terminal when a must-fill brakeman vacancy exists on a crew the vacancy will be filled in the following sequence:

1. By stepping up the first rested and available brakeman from a blankable position.

2. By stepping up the first rested and available brakeman from a must-fill position.

3. By deadheading a brakeman from the home terminal.

B. An employee who has been used to make a turnaround trip at the away-from-home terminal will not be stepped up to another crew which is to make a turnaround trip out of the away-from-home terminal.

C. A trainman used off his assignment under A or B above will be returned to his assignment at the home terminal and will receive no less compensation than he would have earned had he remained on his assignment.

Q. Will a brakeman who stands to be stepped up under this Article be disciplined should he miss the call?

A. No.

ARTICLE 12 - PREFERENTIAL EMPLOYMENT RIGHTS

Consistent with the Carrier's legal obligations, employees who relinquished their seniority and other employment rights and received a separation allowance pursuant to CSXT Labor Agreement 4-86-92 have preference over others without any prior employment relationship with the Carrier for employment in train service positions. When such employees were terminated under that agreement they were given the opportunity to place their names and addresses on a seniority district preferential employment roster for future application on the former L&N. The order of standing on the roster for employment in the district from which terminated

shall be in accordance with their previous relative standing among each other.

A. When there is a need for additional employees on a seniority district, the Carrier will notify the senior person(s) on the preferential roster of the opportunity for employment in that district by certified mail, return receipt requested, at the last address furnished. If such notice is not received by the person at the last address furnished, if he does not respond within fifteen (15) calendar days, if he does not report within thirty (30) days, or if he declines an offer of employment, his name will be removed from the preferential roster.

B. Persons who accepted a separation allowance under CSXT Labor Agreement 4-86-92 and subsequently accept employment under this Article 12 shall be considered as new employees for purposes of application of the collective bargaining agreement and for all other purposes. As of August 1, 1994 records indicate that all offers of employment entitled under the provisions of this paragraph have been made.

ARTICLE 13 - ENGINEER SENIORITY

The parties reiterate by reference the provisions of Article XIII, Section 2 (3) of the October 31, 1985 National Agreement.

Q. Will protected employees assigned as engineers qualify for monetary benefits of this Codification if temporarily used as a trainman/conductor?

A. No.

ARTICLE 14 - RADIOS

A. An operable portable radio will be furnished each member of a reduced or conductor/foreman-only crew. Such radios will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body or will be of such size as to permit being placed in coat or trouser pocket. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

B. Sufficient frequency channels will be utilized to provide safe communication.

C. Except in an emergency, reduced or foreman-only yard crews will not be required to start switching or perform transfer service without operable portable radios and, in addition, an operable radio on the engine, nor will they be censured or disciplined in any manner for refusing to do so.

D. When a member of a road crew is required to ride in a caboose on the rear end of a train, the range of the radio used in the caboose, which may be either fixed or portable, must be sufficient to provide communication between the head end and rear end of the train. Except in emergency, crews operated in accordance with paragraph A will not be required to perform switching or depart a terminal with a train not having radio communication on the head end of the train (and on the rear and of trains with cabooses), nor will they be censured or disciplined in any manner for refusing to do so.

NOTE: This Codification does not change present rules, agreements or practices concerning the use of cabooses in road or yard service nor the present practices as to placement on trains.

Q-1 What is meant by the wording, "head end of train"?
A-1 The control unit of the locomotive.

Q-2 What is meant by the word "emergency?"
A-2 The definition of "emergency" as set forth in Webster's New World Dictionary, first College Edition, copyright 1974, is: "...a sudden, generally unexpected occurrence or set of circumstances demanding immediate action."

Without attempting to set forth all of the many circumstances and events that would and/or would not constitute emergencies under that or any other general definition, the following are some practical examples of each:

EMERGENCIES

1. A derailment or other accident necessitating immediate action to protect persons and/or property.

2. Immediate action to avert accidents and obviate personal injuries and/or property damage.

3. Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitate immediate action to protect persons and/or property.

4. In road service, when a radio becomes inoperable after a train departs the initial terminal after the train starts to move from the track on which it was made up.

5. When a radio becomes inoperable on a yard assignment but only for the length of time it takes to get an operable radio to the crew.

NON-EMERGENCIES

1. No operable radio available.

2. The need to perform work immediately, minus a condition such as those mentioned under "Emergencies", above.

3. To clear a track for an inbound train, a transfer cut or other cut of cars.

ARTICLE 15 - TRANSFER PROGRAM

A transfer program may be made available for eligible employees as provided for in Attachment 1 hereto.

ARTICLE 16 - ESOP/401"K"

On or about July 1, 1989, the carrier established an ESOP/401"K" program, which is available for participation by eligible employees, as provided in Attachment 2 hereto.

Q. May employees invest some or all of the productivity fund buy-out money and special allowance buy-out money into the 401"K" program?

A. Yes, subject to the maximums (pre-tax and after tax) allowable under the plan as specified in the applicable law.

ARTICLE 17 - SPECIAL CREW ALLOWANCE

A. Effective August 1, 1992, the Special Crew Allowance was eliminated by a lump-sum buy-out offered by the Carrier. Therefore, the provisions of former Article 17 (SBD Labor Agreement T-006-86) no longer apply.

B. Conductors/Foremen and Trainmen/Switchmen in active train service on July 31, 1992 when CSXT Labor Agreement 4-86-92 was signed, received the following lump sum payments (less applicable withholding amounts and taxes) which were distributed as indicated:

1. An $18,000 payment within 30 days of the implementation of CSXT Labor Agreement 4-86-92 and,

2. A $22,500 payment upon retirement, death, dismissal or resignation.

C. Employees who resign or are dismissed from the Carrier's service prior to the distribution of the lump sum payments to which

they are entitled, will be entitled to their share of those payments at the time their dismissal status is resolved or at the time of their resignation.

D. In the application of these provisions, protected employees holding official positions or yardmaster positions had a period of fourteen (14) days from the implementation date to exercise their seniority and return to train service in order to qualify for the monetary allowances provided herein.

Q-1 What is the definition of "active" as referred to in Articles 17, 18, and 19?

A-1 "Active service" includes those employee who return to service as trainmen or conductors from illness, injury, furlough (voluntary or involuntary), suspension, dismissal, or full-time Organization service. The amounts they receive will be equal to the amounts they would have received on the date of the Agreement.

Q-2 Once an employee returns to service, to what amounts will he be entitled?

A-2 He will be entitled to:

$ 5,000	Signing bonus
$18,000	Sale of special allowance
$20,000	Sale of productivity fund
$43,000	Total payment

He will also qualify for the additional lump sum payments of $22,500 per Article 17 and $35,000 per Article 18 herein upon retirement, death, dismissal or resignation.

Q-3 Is there any time limit under which an employee may return to service under paragraph B of Articles 17 and 18 and qualify for the lump sum amounts provided in the agreement?

A-3 No, there is no time limit.

Q-4 Once an employee qualifies for the $35,000 payment in section B-2 of Article 18, and the $22,500 payment in section B-2 of Article 17, can the carrier refuse to make these payments for any reason?

A-4 No.

Q-5 An employee who is qualified to receive the lump sum payments of $35,000 and/or $22,500 is off due to disability, when will the employee be entitled to receive these lump sum payments?

A-5 At the time his employment is terminated as a result of retirement, resignation, death or dismissal as indicated in Paragraph C of Articles 17 and 18 herein.

Q-6 An employee who is qualified to receive the lump sum payments of $35,000 and/or $22,500 and later takes a position in another craft, supervisor position with the carrier, or position with the Organization, when will the employee be entitled to receive these lump sum payments?

A-6 At the time his employment is terminated as a result of retirement, resignation, death or dismissal as indicated in paragraph C of Articles 17 and 18 herein.

Q-7 Does Paragraph D refer only to carrier officers and yardmasters?

A-7 Yes.

ARTICLE 18 - PRODUCTIVITY FUND

A. Effective August 10, 1992, the Productivity Fund was eliminated by a lump-sum buy-out offered by the Carrier. Therefore, the provisions of former Article 18 (SBD Labor Agreement T-006-86) no longer apply.

B. Conductors/Foremen and Trainmen/Switchmen in active train service on July 31, 1992, when CSXT Labor Agreement 4-86-92 was signed, received the following lump sum payments (less applicable withholding amounts and taxes) which were distributed as indicated:

1. $20,000.00 within 30 days of implementation, and

2. $35,000.00 at retirement, death, dismissal or resignation.

C. Employees who resign or are dismissed from the Carrier's service prior to the distribution of the lump sum payments to which they are entitled, will be entitled to their share of those payments at the time their dismissal status is resolved or at the time of their resignation.

D. Employees are entitled to a single total payment of $55,000, ($20,000/$35,000) as outlined in paragraph "B", regardless of the number of funds in which they have seniority to participate.

E. Effective with the implementation August 10, 1992, any requirement that Carrier accrue monies to an employee productivity fund as a result of operating reduced crews was eliminated. The monies accrued in the existing Productivity Funds were distributed in the same manner as in the past under Article 18 of CSXT Labor Agreement T-006-86.

F. Employees covered by the provisions of CSXT Agreement 4-86-92 who elected to separate from service of the Carrier were entitled to a $60,000 lump sum separation payment and a $5,000 lump sum payment as a signing bonus. The options to accept the buy-out of the Special Crew Allowance and the Productivity Fund were accepted; therefore, the following additional lump sum payments were made within 30 days following separation:

1. A $15,000 lump sum payment in lieu of Special Crew Allowance.

2. A $55,000 lump sum payment in lieu of Productivity Fund payments.

The maximum amount payable was $135,000. The above payments were subject to applicable withholding amounts and taxes.

G. In the application of these provisions, protected employees holding official positions or yardmaster positions had a period of fourteen (14) days from the implementation date to exercise their seniority and return to train service in order to qualify for the monetary allowances provided herein.

Q. Does Paragraph G refer only to carrier officers and yardmasters?
A. Yes.

ARTICLE 19 - SIGNING BONUS

Within thirty days of August 10, 1992, the Carrier made a lump-sum payment of $5,000 (subject to applicable withholding amounts and taxes) to each employee defined as being in active train service on the date CSXT Labor Agreement 4-86-92 was signed (July 31, 1992). Employees made an election to receive a portion or all of their lump-sum payment as cash, a contribution to the ESOP/401K Program or a combination of cash and a contribution to the ESOP/401K Program.

ARTICLE 20 - ATTRITION

To expedite attrition, an individual protected employee may request or may be offered in seniority order by the Carrier the opportunity of voluntary early separation and accept a lump sum separation allowance and other considerations in lieu of all other benefits and protection provided in this Codification. Separation allowances under this Article are intended by the Carrier to

qualify as supplemental unemployment benefits.

Request for early voluntary separation shall be in writing and subject to the approval and option of both the individual employee and Carrier's Director of Employee Relations.

ARTICLE 21 - PERSONAL LEAVE

A. Effective January 1, 1986, all train service employees in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave days, subject to the limitations contained in Paragraph B, on the following graduated basis:

Years of Service	Personal Leave Days
Less than 5 years	3 days
Five years and less than 10 years	5 days
Ten years and less than 15 years	7 days
Fifteen years and less than 20 years	9 days
Twenty years or more	11 days

B. The number of personal leave days each road freight service employee is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road service or in the exercise of dual road and yard seniority rights. Once an employee has reached the maximum of 11 days, he will not be entitled to any additional paid holidays or personal leave days in that calendar year. If an employee takes any of his personal leave days before his service anniversary date, in a year in which his entitlement will increase, he may take up to the number of leave days he is entitled to prior to his anniversary date and then take the additional days that he is entitled to after his service anniversary date.

C. Personal leave days may be taken upon 24 hours' advance request to an appropriate Carrier officer and shall be granted consistent with the requirements of the service. The Carrier has the option of granting personal leave days upon more or less than 24 hours' notice. The employee will be paid one basic day at the rate of the last service performed for each personal leave day or days. Should the Carrier refuse an employee's request for personal leave day or days, those leave days will be carried over.

D. Personal leave day or days may be scheduled to start on other than a work day of the employee's position or may begin when the employee otherwise would have been called. When a member of a crew is on his personal leave day(s), if his position is not a must-fill position, it may be blanked. Personal leave days paid for will be counted as qualifying days for vacation purposes.

E. Written election will no longer be required for employees desiring to substitute personal leave days for holidays. Employees

may take either, provided they do not exceed their allowable total. It is not intended that double payments of Personal Leave Days or Holidays or the yard guarantee be made under these provisions.

F. Unused (not requested and/or not granted) personal leave days may be accumulated and carried over up to a maximum of 30 days.

G. An employee may elect to receive payment for all or part of the carry-over days in lieu of scheduling such days. Payment for such days will be paid for at the rate of the last service performed and shall not be used as an off-set to any guarantees other than those provided by I.C.C. conditions or National Agreements. Payment will be made in the pay period following the pay period in which the claim is submitted. The personal leave days do not become "carry-over" until January 1 of the following year. When an employee observes a carry-over day he will notify the appropriate carrier officer that the personal leave day(s) being observed is/are "carry-over" days.

H. If an employee resigns, retires, dies, is injured, disabled or is dismissed from service, the number of personal leave carry-over days in his account will be payable to the employee or his estate within 30 days.

Q-1 If an employee with more than five years and less than ten years of service, who is entitled to five personal leave days a year (receives or could have received six paid holidays but did not qualify due to unavailability on qualifying day or days), goes to road service, which does not qualify for holiday pay, would he be entitled to five personal leave days?

A-1 Yes, but he could not get more than eleven personal leave days and holidays through the combination of the two.

Q-2 In the event the same employee, who qualified for and who is entitled to five personal leave days, works a yard job or a road job qualifying for holiday pay and earns seven paid holidays and then takes a job that does not qualify for holiday pay, how many personal leave days would he then be entitled to?

A-2 Four.

Q-3 In the case of a 20-year trainman working the first part of the year on freight trains not governed by holiday pay, and during such time uses all eleven days of his "personal leave," then goes to a road freight run covered by Holiday Pay Rules, or yard service covered by Holiday Pay Rules, what is his eligibility for holiday pay?

A-3 He would not be eligible for holiday pay, as he used his maximum eleven days for the year, and no more

holiday pay days would be due; similarly, if he used six days of personal leave he would only be eligible for the five holiday pay opportunities the remainder of the year, i.e., in no event can an employee accrue more than eleven days' personal leave or holiday pay in combination.

Q-4 If a passenger service employee, where no holiday pay applies, goes into freight service where the personal leave days apply, is he eligible for such days when in freight service?

A-4 Yes, after the employee has made one or more trips in freight service.

Q-5 An employee has five years of service as of December 28, 1986, and is entitled to five personal leave days, but there are only four days remaining in the year. After taking four personal leave days, may he then carry the fifth day over into the next year?

A-5 No.

Q-6 An employee who will have five years of service on August 1, 1986 takes three personal leave days prior to that date. Is he entitled to an additional two personal leave days after August 1, 1986?

A-6 Yes.

Q-7 If an employee on a job that qualifies for holiday pay, fails to qualify on one of the holidays, does this reduce his personal leave days?

A-7 No.

EXAMPLE: A 20-year employee is on an assignment qualifying for holiday pay and earns two paid holidays but fails to qualify for two paid holidays. Then he takes a job that does not qualify for holiday pay, how many personal leave days is he entitled to?
He would be entitled to nine personal leave days but would not be entitled to more than eleven personal leave/holidays through a combination of the two.

Q-8 When personal leave days have begun, how will they be computed?

A-8 Consecutively on a calendar day basis. It is understood that a personal leave day will be for a 24-hour period from the normal calling time of the assignment. It being understood that for regular

assignments with an advertised starting time the personal leave day will be for one trip or one round trip depending on the type service, i.e. through-freight, mine run, yard crews, etc.

Q-9 Does this Article 20 preclude the payment of time and one-half for service actually performed on a holiday by an employee who has previously taken a combination of eleven holiday/personal leave days?

A-9 No, provided he is otherwise qualified for time and one-half payment for service performed on a holiday under the National Holiday Rule.

Q-10 If an employee carries over personal leave days as provided by Article 20 C or F, will such employee be permitted to take his personal leave days even though he is holding, at that time, an assignment covered by the national paid holiday rules?

A-10 Yes.

Q-11 Will employees in reserve pool for an entire calendar year, be entitled to earn carry-over days?

A-11 No, if in reserve pool entire year. Yes, if not in reserve pool entire year.

Q-12 May employees in reserve pool, cash in carry-over days previously earned?

A-12 Yes.

Q-13 Once earned, will carry-over personal leave days continue to be carried over while such employees are in a reserve pool?

A-13 Yes.

Q-14 An employee in road or in yard service does not make claim for holiday or personal leave during entire year, how many personal leave days are carried over?

A-14 He may carry over all days to which properly entitled.

Q-15 Can an employee on a combination road-yard extra board get personal leave days?

A-15 Yes, but he cannot get more than 11 personal leave/holidays through a combination of the two.

ARTICLE 22 - RESERVE POOL

Reserve pools will be established and maintained consistent with Attachment 3 and Attachment 4.

ARTICLE 23 - SAVINGS CLAUSE

The parties hereto recognize the complexities involved in this Codification and, in keeping with its intent and purpose and the rights and responsibilities of the parties hereunder, arrangements will be made for periodic conferences for the purpose of agreeing on interpretations. It is further agreed that disputes arising from its application will be handled expeditiously in conference by the General Chairman and the Director of Employee Relations. Such conferences will be held promptly at the request of either party.

ARTICLE 24 - GENERAL PROVISIONS

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

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

C. The signatory parties are in accord that any inadvertent errors, omissions or inclusions in this Codification, including Attachments, recognized by both parties as being inconsistent with the purpose and intent of this Codification will be corrected, included or deleted as the case may be to properly reflect the understandings reached through negotiations.

D. The parties shall not serve nor progress prior to attrition of all protected employees, any notice or proposal for changing the specific provisions of this Codification governing pure attrition, protected employees, car limits and train lengths, special allowance payment to reduced crew members, employee productivity fund deposits including the administration thereof or agreements providing for deferred payment in lieu of special crew allowances and productivity fund deposits and guaranteed extra boards or reserve pools as provided in SBD Agreement No. T-006-86 and CSXT Labor Agreement T-159-88 as modified by CSXT 4-86-92. These specific items are exempt from further handling and cannot be altered or changed by Presidential Emergency Boards or any other tribunals which settle wage and rules negotiations. This will not bar the parties from making changes in the above provisions by mutual agreement.

E. Except as herein above provided, the provisions of this Codification shall continue in effect until revised or modified by

mutual agreement or in accordance with the Railway Labor Act, as amended.

Signed at Jacksonville, Florida this 12th day of September, 1994.

FOR THE EMPLOYEES:

J. L. Rodgers
General Chairman
United Transportation Union

FOR THE CARRIER:

W. H. Schultz
Senior Director
Employee Relations

APPROVED:

R.D. Snyder, Vice President
United Transportation Union

ATTACHMENT 1

Transfer Program

A. SBD Labor Agreement T-007-86, Section 2 provided an opportunity for surplus employees not needed to protect must-fill positions in their consolidated district to request a transfer to another consolidated district when there was a need for employees to protect must-fill positions. An appropriate notice was posted on bulletin boards for ten calendar days.

1. Applications were made in writing to the Superintendent having jurisdiction of the territory where transfer was requested. Copies were furnished to the Superintendent of the home territory and the appropriate Local Chairmen.

2. Applications were accepted on a relative seniority basis, and employees making such request were given preference over new employees or existing employees not holding train service seniority.

3. Transferred employees established common rights seniority on a relative basis in the consolidated district where they were to be used only on must-fill positions. In the event the employee was furloughed at the point to which transferred, he would be required to exhaust his seniority in the new district before being permitted to return to his home district, unless recalled pursuant to Paragraph 5 of this Section.

4. The seniority of all transferred employees in a consolidated district is maintained on a relative basis without regard to the date on which the transfer occurred.

5. In the event the services of a transferred employee are needed to protect must-fill positions in his home consolidated district, notice of recall will be extended. If the transferred employee elects not to return on recall within fifteen days of receipt of such notice, he will retain his seniority in the new district, but will forfeit all seniority in the home consolidated district.

B. Concurrent with implementation of CSXT Labor Agreement T-159-88, the Carrier posted a notice (with a copy to the General Chairman), and sent a copy of such notice to all protected furloughed employees, by certified mail, return receipt requested, outlining a program under which surplus protected employees would have the opportunity to elect to voluntarily transfer to a location

on another consolidated seniority district where it was anticipated that additional employees would be needed.

1. The Carrier reserved the right to limit the number of transfers and locations to which transfers were to be granted, consistent with the needs of the service. Transfer requests that were accepted, and location preferences, were in seniority order.

2. An employee who was transferred from one consolidated seniority district to another consolidated seniority district under this Paragraph B:

a. received either (1) a transfer allowance of $15,000 and reasonable expenses for movement of household goods, or (2) a transfer allowance of $20,000, with either option in lieu of all other expenses in connection with the transfer and any attendant relocation;

b. was considered as a present employee for purposes of application of the October 31, 1985 National Agreement, and a protected employee under this Codification.

c. relinquished seniority on the district from which transferred and acquired a new seniority date on the consolidated district to which transferred on a relative seniority basis among any other employees who transferred to the same consolidated district under this Paragraph B, but senior to any other employees who may transfer to that district some subsequent time and senior to non-protected employees; and

d. is required to remain in active service in the prior rights seniority district, or location within the district, to which transferred for at least two years unless he cannot hold a position in that district or at that location, in which event he would be required to exhaust his seniority within the consolidated seniority district.

C. Concurrent with implementation of CSXT Labor Agreement 4-86-92, the Carrier posted a notice (with a copy to the General Chairman), and sent a copy of such notice to all employees, outlining a program under which employees had the opportunity to elect to voluntarily transfer to another location where it was anticipated that additional employees would be needed.

1. The Carrier reserved the right to limit the number of transfers and locations to which transfers were granted, consistent with the needs of the service. The acceptance of transfer requests, and location preferences, were accomplished in seniority order.

2. An employee who <u>voluntarily</u> transferred from one

consolidated seniority district to another consolidated seniority district under this Paragraph "C" would:

a. if moving to a seniority district at a different location, be entitled to receive either (1) a transfer allowance of $20,000 and reasonable expenses for movement of household goods, or (2) a transfer allowance of $30,000, in lieu of all expenses in connection with the transfer and relocation and;

b. be considered as a protected employee as defined in Article 3.H., and

c. retain seniority on the roster from which transferred and acquire a new seniority date on the consolidated seniority district to which transferred on a relative seniority basis among other employees who transferred to the same consolidated seniority district under this Paragraph "C"; and

d. be required to remain in active service in the "prior rights" seniority district, or location within that district to which transferred for 2 years. If he could not hold a position in that "prior rights" district or at that location, he would be required to exhaust his seniority within the consolidated seniority district as any employee with "consolidated rights" seniority. Anytime after the 2 year period the employee may give 60 days notice to return to his former seniority district. Employees transferred under this provision may be required to accept engineer training and promotion in accordance with the provisions of Article XIII, Section 4 (3) of the October 31, 1985 National Agreement.

3. An employee who voluntarily transferred within the same consolidated seniority district, under this Paragraph "C":

a. received a transfer allowance of $10,000 if transferred from one prior right seniority district to another prior right district at the same terminal/location. If transferred to another prior right seniority district at a different terminal/location, but not moving his residence, he was entitled to a transfer allowance of $15,000. If transferred to another prior right seniority district at a different location and moved his residence he was entitled to (1) a transfer allowance of $20,000 and reasonable expenses for movement of household goods, or (2) a transfer allowance of $25,000; in lieu of all expenses in connection with the transfer and relocation; and

b. retained his current seniority status; and

c. was required to remain in active service in the "prior rights" seniority district, or "location" within the consolidated seniority district to which transferred for 2 years unless he could not hold a position in that "prior rights" district or at that "location", in which event he may exercise his

seniority. Anytime after the 2 year period the employee may give 60 days notice to return to his former seniority district. Employees transferring under this provision may be required to accept engineer training and promotion in accordance with the provisions of Article XIII, Section 4 (3) of the October 31, 1985 National Agreement.

D. When must-fill vacancies exist which are not filled in accordance with schedule rules, protected non-prior right employees (employees who have seniority dates in train service on or after January 31, 1986, but prior to August 10, 1992) may be force transferred within their respective consolidated seniority districts in reverse seniority order. An employee who is transferred from one extra board jurisdiction to another extra board jurisdiction under this Paragraph "D" will receive an allowance of $5,000.

E. Any employee who accepted separation allowance within two years of having transferred had deducted from the separation allowance payment, in addition to any applicable deductions, an amount equal to any transfer allowance payments made to the individual within that two year period.

ESOP/401"K" PROGRAM

A. On or before July 1, 1989, CSXT will establish an ESOP/401(k) program which will be available for participation by eligible employees. The program will be prepared by CSXT and the terms shall be solely determined by the Carrier, provided, however, that the ESOP will at all times reflect the following characteristics:

1. It will be a "qualified" plan within the meaning of Section 401 of the Internal Revenue Code.

2. An "eligible employee" is one who is subject to the collectively bargained agreement between the parties hereto.

3. Commencing December 1, 1989, and on each succeeding December 1, CSXT will make a contribution of 30 shares of CSX common stock to the account of each eligible employee defined in Paragraph 2 above who (1) during the preceding calendar year qualified for a vacation in the year in which the stock is credited or completed 1,000 hours of compensated service and (2) is in active service (or in reserve pool status) on November 30 of the year in which the stock is contributed.

4. The shares of CSX common stock allocated to an eligible employee pursuant to Paragraph (3) above shall become vested upon the completion of five years of service.

B. On and after July 1, 1989, the following provisions will apply to "eligible employees" as defined in Paragraph A(2) above, provided the terms of such provisions comply with applicable law then in effect.

1. On the same dates specified in Paragraph A(3) above, each eligible protected employee will have credited to his ESOP/401(k) account the number of shares of CSX common stock determined by dividing the amount of money diverted to such account from the Productivity Fund established by SBD Labor Agreement T-006-86 by the average closing CSX common stock price for the twelve-month period ending September 30 of the year involved.

2. All eligible employees will have the election of diverting a portion of their CSXT pre-tax income through payroll deduction to the ESOP/401(k) program. This election and the amount of diversion may not be changed more often than once each calendar year.

3. The amount of an employee's diversion of income under Paragraphs (1) and (2) above may not exceed the limits provided by applicable law.

C. At the request of either party, a meeting will be held between representatives of the United Transportation Union and CSXT for the purposes of reviewing the operation of the ESOP/401(k) program as it relates to implementation of this Attachment.

CSX
TRANSPORTATION

Employee Relations
500 Water Street
Jacksonville, FL 32202

ATTACHMENT 3

RESERVE POOLS

A. Consistent with SBD T-049-86 and CSXT T-159(b)-88, reserve pools were created coexistent with the jurisdiction of guaranteed road and/or yard extra boards. Such reserve pools are available to protected employees who are not needed to protect the service in accordance with the provisions of this Codification.

B. 1. Positions established initially on the reserve pools, and subsequent vacancies, will be advertised to protected employees subject to the jurisdiction of the road and/or yard extra board involved in accordance with applicable schedule rules. An employee may enter the reserve pool only as a successful bidder on an advertised position, except as provided in Paragraphs B(2) and F(2) below.

2. The Carrier will create additional positions on the appropriate reserve pool as may be necessary to accommodate protected pre-August 10, 1992, employees who would otherwise become furloughed under application of CSXT Labor Agreement 4-86-92 but would have stood for service under application of CSXT Labor Agreement T-159-88.

Q. May a protected employee not needed for must-fill service hold a reserve pool position?

A. Yes.

C. It is understood that the number of reserve pool slots available to employees is based on the number of reduced crew assignments at that time; therefore, the number is not static, but may change on a day-to-day basis. It was agreed that when the Conductor-only agreement was implemented the number of reserve pool positions would be determined by adding to the existing number of positions, the number of crew assignments in the extra board jurisdiction which were reduced by application of the "Conductor-Only" provisions of this Codification, plus the extra board positions (based on the average number of extra board positions within the preceding 12 months) reduced as a result of having fewer trainmen vacancies to protect account of removing an additional brakeman from the conductor-only crew assignments. It is understood that the reserve pool will consist of surplus employees hired on or before August 10, 1992, but can never exceed the number of first and second brakemen positions, plus the allowance for extra board reductions, blanked as a result of this Codification.

Example: Prior to the crew consist revision to "Conductor-Only" operations, the makeup of the district had the following crews and extra boards:

One full crew, 15 conductor and one brakeman crews and a 10 person extra board. 15 Reserve slots available.

Previous 12 months average extra board size was 10. Effective with the implementation of this Codification, the extra board was reduced to 8 positions.

With conductor-only revisions the crews are reduced as follows:

The seniority district now has the following crews sized as indicated:

One Full Crew (Condr/Two Brakemen)	= No Reserve slot due.
Four Conductor/1 Brakeman crews	= 4 Reserve slots due.
Twelve Conductor Only crews	= 24 Reserve slots due.
2 extra board positions reduced	= 2 Reserve slots due.
Reserve slots available	= 30

Q-1 In the above example, is 30 the maximum that would be allowed in an "A" pool?

A-1 Yes, the maximum allowed in an "A" pool is the sum of blanked positions operating under the jurisdiction of that extra board and the number of extra board positions reduced as a result of application of conductor-only provisions.

Q-2 What is the difference between an "A" and "B" reserve pool?

A-2 An "A" pool is the reserve pool related to an extra board's jurisdiction, (or prior right seniority district if more than one board exists for that seniority district). The "B" pool represents the sum of available "A" pool positions in the entire consolidated seniority district.

Q-3 How many positions may be in the "A" and "B" pools?

A-3 "A" pool capacity is determined by the number of blanked positions that exist in that extra board's jurisdiction. "B" pool capacity is determined by the number of available "A" positions in the consolidated seniority district and the number of extra board

positions reduced as a result of application of conductor-only provisions. The sum of the "A" pools and "B" pool cannot exceed the total number of blanked positions in the consolidated district, less the number of permanently reduced positions referred in the note below.

Example: Within a consolidated district there are 2 prior rights districts with only prior rights employees. Prior rights district #1 has 10 crews, all operating Conductor only, with 10 in their reserve pool. Thus that prior rights district has 20 potential "A" pool positions with 10 available.

Prior rights district #2 has 5 crews with one foreman and 1 switchman, 3 crews with one foreman and 2 switchmen, and 2 crews with a foreman-only, with 7 in their reserve pool. Thus it has 9 potential "A" pool positions with 2 available.

Therefore, there is a total of 12 "B" pool positions available in the consolidated seniority district. Assume that District #2 abolishes 1 full crew (3 positions). Unless exercising seniority elsewhere, the 2 senior could be assigned to the remaining "A" pool positions; the remaining would be considered a "B" pool reserve employee. The consolidated district's available "B" pool positions are thus reduced to 9. (District #1 still has 10 in its "A" pool and still has 10 available to its District #1 prior rights employees, however, 1 position has been made available to the District #2 employee as a "B" pool position. 9 positions remain available for the consolidated districts "B" pool).

NOTE: Positions previously permanently reduced by pre-existing crew consist agreements (prior to 1986) will be deducted where applicable from the maximum positions available, on seniority districts referred to in Attachment 4.

Q-4 **Does the extra board average referred to in Paragraph C above fluctuate and how does it apply to determining reserve pool positions?**

A-4 **The extra board average remains constant. It is the average number of extra positions during the period June 1, 1991, through May 1, 1992, as of the first of each such month. The current number of extra board positions, which may vary, is subtracted from the "average" to arrive at the number of allowable reserve pool positions due to reduction in the extra board. In the example above if the extra list is further reduced from 8 to 5 positions, as a result of the application of this Codification, then 3 additional positions would be created in the reserve pool.**

D. 1. Each protected employee on a reserve pool will be guaranteed $1196.02 (subject to future general wage increases) for each full payroll period. In the event all earnings (exclusive of penalty time claims) do not equal or exceed this amount, necessary adjustments will be made in the payroll for the current payroll period. The guarantee for protected employees added to or removed from the reserve pool on dates other than the first day of the payroll period will be reduced by 1/14th for each full calendar day they are not on the reserve pool.

2. No deductions from the pay of a reserve pool employee will be made, except for deductions of income taxes and employment or payroll taxes (including Railroad Retirement taxes) required by law; amounts required or permitted by an applicable dues deduction agreement; and other amounts as authorized by agreement or required by law.

E. 1. Any vacation pay received while in reserve pool status will offset the payment provided in Paragraph D.1. Time spent in reserve pool status will count toward vacation eligibility and length of vacation.

a. Vacation eligibility earned entirely while in active service will be scheduled and taken in the usual manner as provided in the schedule agreement.

b. If an employee earns his vacation eligibility either partially or totally with reserve pool status, and he is in reserve pool status at the beginning of the calendar year in which the vacation is to be taken, and remains there for the same number of weeks as his vacation entitlement, that period of time will be considered his vacation. If he is not in the reserve pool at the beginning of the calendar year, or does not remain there for the same number of weeks as his vacation entitlement, his vacation will be scheduled and taken in the usual manner as provided in the schedule agreement.

2. Reserve pool employees will not be eligible for holiday pay, bereavement leave, jury duty pay and other similar allowances.

3. Reserve pool employees are covered by health and welfare plans, union shop, dues check-off, discipline and grievance procedure rules applicable to employees in active service.

F. 1. A protected employee who is assigned to the reserve pool must remain in that status for at least 28 days (two bi-weekly payroll periods) unless displaced by a senior protected employee; recalled for active service; discharged from employment by the Carrier for good cause; he resigns from employment of the Carrier; or he retires on an annuity (including a disability annuity) under the Railroad Retirement Act. At the end of 28 days (two bi-weekly payroll periods) a protected employee in reserve pool status may

elect to have his reserve pool assignment advertised, and at the end of the advertisement period he may displace any junior employee.

2. Employees in reserve pool status may not be displaced therefrom, except as provided below:

a. A senior protected employee in active service may displace the junior protected employee in the reserve pool by giving notice on or before the end of one bi-weekly payroll period. The displacement will be allowed as of 12:01 a.m. on the first day of the second bi-weekly payroll period following the payroll period in which notice is given. As an example, a protected employee gives notice during or at the end of bi-weekly payroll period 1. The employee giving notice will continue to work during bi-weekly payroll period 2, and will enter the reserve pool at 12:01 a.m. on the first day of bi-weekly payroll period 3.

b. A displaced protected employee desiring to enter the reserve pool may do so as outlined in a. above; however, this will not prevent the protected employee from exercising seniority to other service between the time displaced and the time the protected employee is entitled to enter the reserve pool.

c. A displaced protected employee desiring to enter the reserve pool may do so as outlined in a. above or may claim an advertised reserve pool vacancy and remain thereon subject to immediate recall until the position has been awarded. If such displaced employee is the successful applicant he will remain on the position subject to recall in accordance with paragraph J below.

Q. When an employee displaces to the reserve pool, to which reserve pool position is he assigned?

A. He will be assigned to a position in the following sequence:

1. Open/advertised vacancy. Such assignment will constitute a bid for the position.
2. Position held by the junior employee.

G. Reserve pool employees may engage in outside non-railroad employment which is not in conflict of interest without any offset of earnings. They will, however, be required to maintain their operating, rules and physical qualifications for performance of active service and hold themselves available for recall on seven days' notice.

Q-1 If a recalled employee is not qualified as required by company policy, will such employee be paid for the time between recall and actual marking up?

A-1 When recalled, such employee must promptly contact proper authority to arrange for the required examinations and attend the first one available. If the employee passes the examinations he will continue under reserve pool pay until so notified. If the employee then immediately marks up for service he will then have his reserve pool pay continued for the period specified in Paragraph K, below.

Q-2 When will his pay cease?
A-2 Reserve pool pay will cease as of the date it is determined the employee first was not physically qualified to perform service or the employee fails to pass rules examinations as required by the company.

H. Employees holding positions on reserve "A" pools and reserve "B" pools may place their names on a list to be called on a first-in, first-out basis for service when the extra list is exhausted. The initial order of the list will be the order of applications received.

1. Such employees will be expected to accept calls. When an employee either refuses or misses two calls his name will be removed from the list. At his request his name will be placed on the list after the expiration of fourteen days. No discipline will be assessed nor will any entry be made on the employees personnel record as a result of missing calls under this Paragraph H.

2. If a reserve pool employee declines a call, the amount he would have earned will not be charged against his reserve pool guarantee.

3. Reserve pool employees who accept calls for service will be paid the earnings of the service operated, in addition to their reserve pool pay.

Q. Under paragraph H.1, where will an employee be placed who refuses or misses a call?
A. His name will be placed at the bottom of the list after missing the first call; missing the second call will result in his name being removed from the list.

I. The Carrier may elect to require employees on the reserve pool boards to work in their prior rights districts, seniority permitting, for 6 months. Employees who do not meet this requirement may have their reserve pool pay suspended until they have completed this requirement unless prevented from doing so as a result of insufficient seniority.

Q-1 How is the 6 month period to be computed?

A-1 The 6 month period is intended to be a 6 month period figured from the first day an employee is assigned to a reserve pool position for 24 consecutive months.

Q-2 When will an employee be subject to recall to service under paragraph I.

A-2 After having been regularly assigned to the reserve pool for 24 consecutive months.

NOTE: It is not the intent of the provisions of this paragraph I to prevent the Carrier from recalling employees to service when their ability to perform service is suspect.

J. When a vacancy exists on a position which would otherwise require (1) a new employee, or (2) recalling to service a furloughed non-protected employee, the position will be advertised to employees on the reserve pool. In the event it is not bid in, the junior reserve pool employee's pool position will be abolished and he will be assigned.

K. Employees who respond to recall to service from the reserve pool immediately will be entitled to count the 7 or 10 days, respectively, as provided below as part of the 6 months in 30 months service outlined in Paragraph I above. Payments made under this paragraph "K" will be in addition to any compensation earned for service performed during the 7 or 10 day periods.

1. Employees responding immediately to a written recall (marking-up on the day the letter of recall is received) will have their reserve pool pay continued for 7 days from the date the recall letter is delivered.

2. Employees immediately responding (marking up within 2 hours of the notification) to telephone recall will have their reserve pool pay continued for 10 days from the date they received the notification.

L. A "B" reserve pool will be created in the appropriate Consolidated District when there are insufficient "A" pool positions within an extra board jurisdiction to hold protected surplus employees.

1. A "B" reserve pool position will be made available to a protected prior rights, common rights or consolidated rights employee provided:

a. there are no open must-fill positions (consistent with General Q&A 2 below) within his prior rights, common rights or consolidated rights district, respectively,

b. there are no non-protected employees holding must-fill position in his prior rights, common rights or consolidated rights, district, respectively, and

c. he would have stood for service in his consolidated seniority district under application of this Codification.

2. A prior rights or common rights employee who is occupying a "B" pool position and covered by this Paragraph L. may be required by the Carrier to elect to:

a. return to work in his prior rights or common rights district, respectively, or

b. transfer to a position (which would otherwise be filled by a non-protected employee) at a location outside his prior rights or common rights district, respectively, but within his consolidated rights district or

c. forfeit any further benefits under this Paragraph L until such time as he obtains a position in his prior rights, common rights or consolidated rights district.

3. Election must be made within ten days from the date of written notification by the Carrier. If the employee elects to accept the transfer, he will:

a. receive an allowance of $5,000 in lieu of all expenses in connection with the transfer and any attendant relocation;

b. be considered as a present employee for purposes of application of the October 31, 1985 National Agreement, and a protected employee under this Codification; and

c. be required to remain in active service in the prior rights seniority district, or location within the district, to which transferred for at least two years unless (1) he cannot hold a position in that district or at that location, or (2) he can hold a position in his former prior rights or common rights district, respectively, (with no employees in reserve pool status).

4. When must-fill vacancies exist which are not filled in accordance with schedule rules, protected non-prior rights employees (employees who have seniority dates in train service after January 31, 1986, but prior to August 11, 1992) may be force transferred within their respective consolidated seniority districts in reverse seniority order. An employee who is transferred from one extra board jurisdiction to another extra board jurisdiction at another location under this Paragraph "3" will receive an allowance of $5,000.

General Questions and Answers applicable to reserve pools.

Q-1 May employees claim advertised reserve pool vacancies?
A-1 Only displaced employees may claim such vacancies.

Q-2 When are reserve pools created or increased?
A-2 When the count of protected employees available for service exceeds the count of available must-fill positions, including open trainmen/switchmen, conductor/foremen vacancies.

Q-3 How do employees enter a reserve pool?
A-3 When protected employees are displaced and no non-protected employees are working on that seniority district, and no open vacancies exist, surplus protected employees may be added to the "A" pool until full, then to the "B" pool. These positions will be immediately advertised, open for claiming.

Q-4 How are employees moved from "A" pools to the "B" pool, and from the "B" pool to "A" pools?
A-4 When the "A" pool's capacity is reduced due to crew reductions, the junior employees in the "A" pool will be advised their reserve pool status is changed from "A" to "B" and they will be allowed 7 days to exercise seniority, if they so desire, otherwise they will remain in the "B" pool. When the "A" pool's capacity is increased, the junior employee's position from a prior or common rights district in the "B" pool will be abolished and he will be so advised and assigned to the appropriate "A" pool.

Q-5 When is an employee forced from a "B" pool to a "must-fill" open vacancy or to a vacancy at a location which would otherwise require a "new-hire" or the recalling of a furloughed non-protected employee, and what is the procedure to be followed?
A-5 Employees will be recalled from the "B" pool when conditions exist that require utilization of Article L. in the following manner:

1. Recall to active service the junior "B" pool employee in the Consolidated District. Identify that "B" pool employee's prior rights or common rights seniority district roster. Then advise, in writing, the junior employee on that prior rights or common rights seniority roster that a senior employee has been recalled from the reserve "B" pool for a position on the Consolidated District. Within 10 days this junior man will be required to elect 1 of 2 options available to him, i.e., accept transfer

to where new hires will be needed (or exist), or accept furlough status until such time as he is able to hold a position (excluding a reserve pool) in his prior rights or common rights district. If furlough is the election, he cannot return until such time as an available job exists.

2. The "B" pool employee recalled (if not also the junior employee in the district) may exercise seniority to any active position in that extra board's jurisdiction. Neither employee (the "B" pool employee nor the junior employee in that seniority district) would be allowed an exercise of seniority to another extra board jurisdiction once the letter is sent or the employee is otherwise formally notified.

Q-6 Does the recalled employee have a right to exercise seniority to another extra board's jurisdiction when recalled?

A-6 No.

Q-7 How many Reserve "A" Pools can a seniority district have?

A-7 One for each extra board jurisdiction.

Q-8 Can a displaced protected employee take an "A" pool position in another prior right district's extra board jurisdiction? (Example, CV Road to EK Road)

A-8 Yes, if the "A" pool slots are advertised at that location and there is a reserve pool at the original location. No, if there are no advertised positions available.

Q-9 Are agreements providing for "B" reserve pool positions, which are not subject to the transfer provisions of Paragraph L. above, affected by this agreement?

A-9 No.

Q-10 When necessary to force-fill a no-bid conductor vacancy, who will be forced?

A-10 The junior trainman in active service with seniority as a conductor, excluding an employee in reserve pool status. The employee who is forced is entitled to serve a notice under paragraph F.2.a. above to enter the reserve pool and displace the junior employee.

ATTACHMENT 4

1968 Specific Crew Consist Provisions

A. The 1968 Crew Consist Agreement provided for reduced crews subject to the terms below and are continued in effect through this Codification.

1. The carrier was allowed to operate the following nine assigned freight crews, and, by agreement between the parties, any freight crews thereafter established in lieu there of, with a minimum of one trainman and a conductor:

Lexington - Patio Turn
Paris - Maysville Branch
Lebanon - Greensburg Branch
Bardstown Switcher
365-366 Alabama Mineral
Birmingham Mineral No. 2 (South)
957-956 Etowah - Calhoun Switcher
Centreville Branch

2. The carrier may operate one yard crew at the following points with a foreman and one switchman:

Bowling Green, Ky.	Florence, Ala.
Owensboro, Ky.	Montgomery, Ala.
Atkinson, Ky.	Pensacola, Fla.
East St. Louis, Ill.	Mobile, Ala.
Jackson, Tenn.	New Orleans, La.
Memphis, Tenn.	Paducah, Ky.
Oakworth, Ala.	

3. The carrier may operate two yard crews at the following points with a foreman and one switchman:

Gadsden, Ala.	Marietta, Ga.
Huntsville, Al.	Bruceton, Tn.

NOTE - For as long as designated L&N District and NC&StL District jobs are maintained in the Gadsden Yard, one of the two crews shall be selected from each of the Districts' assignments.

4. The carrier may operate three yard crews at Chattanooga, Tn. with a foreman and one switchman.

5. The carrier may operate four yard crews at each of the following points with a foreman and one switchman:

Decoursey, Ky.	Atlanta, Ga.
Boyles, Ala.	Nashville, Tn.

6. The carrier may operate eight yard crews at Louisville, Ky. with a foreman and one switchman.

7. At points named in paragraphs 2, 3, 4, 5, and 6 above, the carrier may designate the yard crew or yard crews to be worked with a foreman and one switchman. The Carrier may change such designation from time to time by bulletin notice, with a copy to the Local Chairman, issued forty-eight (48) hours before the change is made.

8. At points named in paragraphs 4, 5 and 6 above, where three or more yard crews may be worked with a foreman and one switchman, yard crews on two or more shifts, coupled as to starting time, will be designated to be so manned. At Louisville, two yard crews on first shift, two on second shift, and two on third shift, coupled as to starting time, and two relief assignments in connection therewith, will be designated to be manned by a foreman and one switchman.

B. The provisions of paragraph A of do not apply to self-propelled machines, light engines, hill helper service or exchange engine movements, nor do they in any manner modify Article III of the National Agreement of June 25, 1964.

C. Trainmen hired prior to February 8, 1969, shall not be furloughed as long as a crew consisting of one conductor and one trainman or one foreman and one switchman is operated on his prior rights seniority district.

CSXT LABOR AGREEMENT 4-062-94

MEMORANDUM OF AGREEMENT

BETWEEN

CSX TRANSPORTATION, INC.

AND ITS EMPLOYEES REPRESENTED BY

UNITED TRANSPORTATION UNION
(FORMER L&N, NC&StL, CRR & MONON RAILROADS)

In order to establish a training program for all future ground service employees for the purpose of qualifying them as Conductors and Foremen, the parties signatory to this Agreement agree to the following:

1. The Carrier will establish a training program for the purpose of qualifying new ground service employees as Conductors and Foremen and such program will consist of not more than twenty-six (26) weeks of classroom and field training. Trainees will be required to make themselves available for training six (6) days per week and the training week will be Sunday through Saturday. Except while engaged in classroom training, trainees may select one day per week for their rest day unless they are training on an assignment that has an assigned rest day, in which case the trainee must observe the rest day of the assignment to which he is assigned.

2. On the first day of training, the Carrier will assign each trainee to a seniority district, and to a Home Terminal while training for training purposes. When more than one trainee begins training on the same seniority district, they will be arranged in the order of the month and day of birth for the purpose of establishing seniority order after successful completion of the training program.

3. If it is determined by the Carrier that certain trainees, whose seniority will be established in a given seniority district, can successfully complete the training program in less than the programmed training period, they will be allowed to do so; however, the relative standing established in Section 2 above will be maintained by trainees that successfully complete the program. Should a trainee not successfully complete the training program within a 26 week training period, he will not be allowed to establish seniority. In addition to the foregoing, trainees failing the final examination at the close of a classroom session will not be permitted to continue training and will be closed out of service. The trainee will be given two opportunities, with a minimum of 10 days between the two attempts, to pass the final examination before being closed out of service.

Notwithstanding the above, should a trainee not successfully complete training within 26 consecutive weeks due to bona fide illness or injury, which is verified by acceptable medical documentation, such trainee, if approved to return to work, will continue in training until he has been in training for a total of 26 weeks, or until he successfully completes all the requirements of the training program, whichever comes first. If the ill or injured trainee successfully completes his training, his relative standing on the appropriate seniority roster will be where it would have been had he successfully completed training with the other trainees in his class. If, at the end of 26 weeks of training, the ill or injured trainee does not successfully complete all the requirements of the training program, his application for employment will be disapproved and he will not be allowed to establish seniority.

4. Trainees will establish seniority as brakeman, helper, conductor and foreman in their assigned seniority district on the first day following the date they satisfactorily complete all of the requirements of the training program.

5. For field training purposes, the local Carrier officer and the UTU local chairman will cooperate in determining which conductors will be utilized for training purposes.

6. Trainees will receive a bi-weekly allowance of $924.00 for each two week period in classroom or field training. This allowance will constitute full compensation for the period provided the trainee is available for all training work. For each day a trainee is not available, the bi-weekly allowance will be reduced by 1/12th.

7. Except when they are receiving classroom training, trainees will receive meals and lodging in accordance with the existing Agreements. When trainees are receiving classroom training and they are required to travel to a point other than their assigned home terminal to receive this training, they will be provided lodging and a reasonable allowance per calendar day for meals (currently $20.00) for each day of training. If required by the Carrier to use their own automobile while in training, trainees will be allowed the prevailing automobile mileage allowance.

8. Trainees, while in training, will not be used for the purpose of circumventing the provisions of any Crew Consist Agreement concerning the crew size required by the such Agreement.

9. When a trainee is receiving field training and working with a crew, the Conductor or Foreman on the crew will be allowed $12.00 (not subject to future wage increases) in addition to all other earnings, for each tour of duty that a trainee is assigned to (and working with) him for training. The

9. When a trainee is receiving field training and working with a crew, the Conductor or Foreman on the crew will be allowed $12.00 (not subject to future wage increases) in addition to all other earnings, for each tour of duty that a trainee is assigned to (and working with) him for training. The Conductor or Foreman will act as a field instructor and will train the trainee in the proper performance of the duties of a brakeman/helper and conductor/foreman under actual working conditions. The Conductor or Foreman will permit the trainee under his supervision to perform the functions and duties of a brakeman/helper as well as the functions of a Conductor/Foreman, including the preparation of the required reports. The conductor may be required to utilize field support training materials, complete training check lists, and prepare progress reports as supplied by the carrier.

10. a. The training program shall consist of classroom instruction and on-the-job training as determined by the Carrier. Books, radios and materials shall be furnished by the Carrier. Examinations will be prepared and administered by the Carrier.

b. Adequate records of trainees' on-the-job and classroom training shall be maintained by the carrier and reviewed with the UTU General Chairman upon request.

c. The training program and intended substantial changes therein shall be reviewed from time to time by the designated carrier representative and the UTU General Chairman.

d. The Organization will be given the opportunity to address trainees during the orientation phase of the training program. The Instructors and Organization representative will cooperate in scheduling this part of the orientation program.

11. Trainees will be furnished a copy of this Agreement on the first day of the training program and those trainees successfully completing the training program will be furnished with a certificate.

12. Trainees will be entitled to Health and Welfare benefits provided by the Railroad Employees Health and Welfare Plan. Also, trainees will be covered by the provisions of the UTU L&N Union Shop Agreement.

13. Training days will be considered qualifying time for vacation purposes. Each trainee will receive credit for 6 days per week, and computed on a 1.3 bases.

14. The provisions of the 1978 UTU National Agreement establishing a 60 day probationary period in which the carrier may reject an applicant is preserved

and in effect. The 60 day probationary period commences on the date seniority is established pursuant to Section 2 above.

15. All references herein to the masculine gender are for convenience only and apply equally to the feminine gender.

16. This Agreement supersedes any Agreement with which it may conflict.

This Agreement will become effective February 16, 1995, and will remain in effect until amended or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed this 22nd day of May, 1995 at Jacksonville, Florida.

For the Employees:

General Chairman, UTU

For the Carrier

Director Employee Relations

v:\jax\ututrng1.agr

CSX
TRANSPORTATION

Employee Relations
500 Water Street, J455
Jacksonville, FL 32202

CSXT Labor Agreement 4-062(a)-94

March 14, 1995

File: 5110-04

Mr. J. L. Rodgers, General Chairman
United Transportation Union
9550 Regency Square Boulevard, Suite 609
Jacksonville, FL 32225-0609

Dear Mr. Rodgers:

This refers to CSXT Labor Agreement 4-062-94 establishing a training program for Conductors and Foremen.

It is agreed that, notwithstanding the provisions of Paragraph No. 2 of the agreement, seniority for employees participating in the training program will be established in accordance with the May 27, 1993 letter of understanding, copy which is attached to this letter.

Please indicate your agreement by signing and returning a copy of this letter.

Yours truly,

W. H. Schultz
Director-Employee Relations

AGREED:

J. L. Rodgers,
General Chairman, UTU

CSX
TRANSPORTATION

Employee Relations
500 Water Street - J455
Jacksonville, FL 32202

May 27, 1993

File 5070-04LN

Mr. J. L. Rodgers, General Chairman
United Transportation Union
9550 Regency Square Boulevard, Suite 609
Jacksonville, FL 32225-0609

Dear Mr. Rodgers:

This refers to discussions with you on April 8, 1993, concerning establishing seniority under Article 26(a)1 of the L&N/UTU Schedule Agreement.

It was understood that, when hiring groups of two or more persons on the same day for service as trainmen on the same seniority roster, the order of preference for placement on the seniority roster will be as follows:

1. Former L&N UTU represented employees
2. Former SBD and CSR UTU represented employees
3. CSXT Non-Operating employees transferring

It is understood that employees in each of these groups will maintain their existing relative order when their names are placed on the seniority roster.

The seniority sequence for "off the street" new hires will be determined by drawing a number for placement on the roster, which will be below any employees in Groups Nos. 1, 2 or 3 above who are establishing seniority on the same date as the new hires. The name of the newly hired employee who draws the lowest number will be placed on the roster first, the second lowest number will be placed on the roster second, and so on until all the new employees have drawn a number.

If you concur, please sign your name in the space provided below and return one signed copy of this letter.

I AGREE:

J. L. Rodgers
General Chairman, UTU

Yours truly,

H. S. Emerick
Senior Director-
Employee Relations

CSX
TRANSPORTATION

February 16, 1995

Mr. J. L. Rodgers, General Chairman
United Transportation Union
9550 Regency Square Boulevard, Suite 609
Jacksonville, FL 32225-0609

Dear Mr. Rodgers:

This refers to CSXT Labor Agreement 4-062-94, the Conductor Training Agreement, that was signed on January 17, 1995.

We are making the effective date of this Agreement February 16, 1995, and as indicated in conversation yesterday with Director Strickland, the trainee training rate will be $1121.28, the same rate that was recently negotiated in the same type agreement with the PM/HV UTU Committee.

This Agreement will become applicable to all new hired train service employees represented by your Committee and employed on and after February 16, 1995. Your cooperation in this matter is greatly appreciated.

Yours very truly,

W. H. Schultz
Director Employee Relations

bcc:

Mr. Jack Piatak, J-501
Mr. Mr. E. F. Tormollen, J-682
Mr. J. B. Serwe, J-501
Mr. Ed Compton, J-501
Mr. S. W. Holler, J-305

Attached is a copy of the above referenced Agreement. Please insure that all concerned who are involved with "new Hire" train service employees on the former L&N, NCStL, CRR and MONON properties are aware of the Agreement.

CSX
TRANSPORTATION

Employee Relations
500 Water Street, J455
Jacksonville, FL 32202

April 10, 1996

Mr. J. L. Rodgers, General Chairman
United Transportation Union
480 Osceola Avenue
Jacksonville Beach, FL 32250

File: 5110

Dear Sir:

This refers to our discussion concerning the May 22, 1995 Conductor Training Agreement (CSXT Labor Agreement 4-062-94).

During our discussion it was agreed that all future ground service employees, consistent with the provisions of the aforementioned agreement, would be qualified as Conductors and Foremen.

It was agreed that paragraph 8 which reads as follows:

> "Trainees, while in training, will not be used for the purpose of circumventing the provisions of any Crew, Consist, Agreement concerning the crew size required by such Agreement."

It was not intended to prevent the Carrier from delaying the Conductor's portion of the training program in case of a manpower shortage. In such case, the ground service employee, upon completion of the Brakeman training portion of the program, could be used as a Brakeman until the manpower shortage was relieved to the extent possible to allow the Brakeman to complete the Conductor's portion of the training program. In all such cases, employees whose Conductor's training is interrupted will, upon completion of the Conductor's training portion of the program, receive the same Conductor's seniority date as those of the same class whose training was not interrupted.

If the above correctly reflects your understanding, please sign in the space provided.

Very truly yours,

H.S. Emerick

J. L. Rodgers, General Chairman

4-17-96
Date

v:\trans\hsel0410.02b