

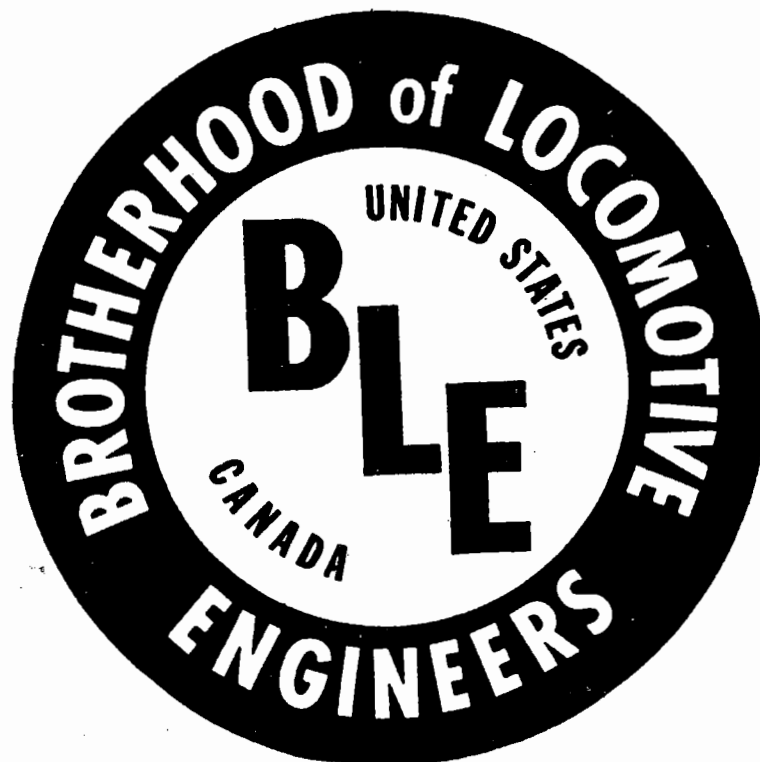
**CLINCHFIELD SENIORITY DISTRICT
LOCAL AGREEMENTS**

Between

CSX TRANSPORTATION, INC.

And Its Employees Represented By

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
CSXT - WESTERN RAILROAD LINES
GENERAL COMMITTEE OF ADJUSTMENT**



Effective August 2, 1991

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MEMORANDUM AGREEMENT
Between
CSX TRANSPORTATION, INC.
And Its Employees Represented By
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
Former L&N and Clinchfield Railroad Company

The purpose of this agreement is to provide for the inclusion of engine service employees of the former Clinchfield Railroad Company, represented by the Brotherhood of Locomotive Engineers, within the scope of agreements between CSX Transportation (Former L&N) and its locomotive engineers, represented by the Brotherhood of Locomotive Engineers.

IT IS THEREFORE AGREED:

Except as hereinafter provided, the agreements between the former Clinchfield Railroad Company and its engine service employees, and all related rules, agreements, interpretations and practices established thereunder, are terminated as of 12:01 a.m., August 1, 1991. Such employees will thereafter be included within the scope of agreement between L&N and BLE, together with applicable related rules, agreements and interpretations.

1. Those Articles of the former Clinchfield Engineers' Agreement and Local Agreements, together with agreed-to interpretations thereof, copies of which are attached to this agreement, shall continue to be applicable subject to the conditions contained therein to Clinchfield Seniority District engineers.

<u>CRR</u>	<u>DESCRIPTION</u>
1	Switching
2	Marking out of town
3	Mileage regulation
4	Home rule or Zone rule
5	Road and yard vacation
6	Car allowance
7	Vacation agreement
8	Road & yard seniority combination
9	Guaranteed road board - Erwin, TN
10	Waiting time
11	Yard Guarantee
12	Mine run assignments
13	Road switcher agreement
14	Guaranteed extra board - Dante, VA
15	Shelby/Erwin and Shelby/Dante - Coordination Agreement

<u>CRR</u>	<u>DESCRIPTION</u>
16	Coordination Agreement - Loyall/Erwin
17	Spartanburg Coordination Agreement
18	Hours of Service relief
19	Loading and Unloading Coal Trains
20	Kingsport switching limits
21	Vacancies at Spruce Pine
22	Dante Pusher and Pool assignments
23	Shop Engineers/Reserve Engineers
24	Roll Agreement

2. In completing agreements, rules and understandings for inclusion in this agreement, the parties hereto exercised due care; however, the possibility of omission or error may exist. If an omission or error is discovered, the parties will promptly correct the problem.

3. It is recognized that during the transition period from operation under the former BLE CRR Schedule Agreement to the former L&N Schedule Agreement that questions regarding application and interpretation of the L&N Agreement will arise. In such cases the parties will work together to resolve any disputes that arise. Any dispute which cannot be resolved locally will be promptly referred to the BLE General Chairman and Labor Relations.

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 feminine gender.

This agreement shall become effective at 12:01 a.m., August 2, 1991 and shall continue in effect unless changed or canceled in accordance with provisions of the Railway Labor Act, as amended.

Signed at Jacksonville, Florida, this 10th day of July, 1991.

FOR THE EMPLOYEES

FOR CSX TRANSPORTATION, INC.

Don Moates
Don Moates, General Chairman

L. W. Evans
L.W. Evans
Senior Director-Employee Relations

APPROVED:

C. V. Monin
C. V. Monin, Vice President

AMR0111C.jo

CRR LABOR AGREEMENT NO. 1

LOCAL AGREEMENT
Between
CSX TRANSPORTATION, INC.
And Its Employees Represented By
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

On the date the former L&N BLE Schedule Agreement becomes effective on a permanent basis on the Clinchfield Seniority District, the following will apply.

Employees in through freight service required to perform switching at Miller Yard, Boody or Castle will be paid therefor at the pro rata rate for all time so engaged. Picking up and setting off or doubling train over or setting cars out in emergency will not be considered switching. This payment will be made for actual switching performed from the beginning of work until switching work is completed, but not including time meeting trains after switching has been completed or interrupted, and does not include doubling trains together from two or more tracks after the meeting or waiting period is ended. This pro rata switching time will be paid in addition to overtime that may be made on the road trip.

This provision will apply for a period of five years from the date the former L&N BLE Schedule Agreement is effective on the Clinchfield Seniority District. After the five year period herein referred to has lapsed, this Local Agreement will be canceled.

Signed at Jacksonville, Florida, this 10th day of July, 1991.

FOR THE EMPLOYEES

Don Moates
Don Moates, General Chairman

FOR CSX TRANSPORTATION, INC.

L. W. Evans
L.W. Evans
Senior Director-Employee Relations

CRR LABOR AGREEMENT NO. 2

LOCAL AGREEMENT
Between
CSX TRANSPORTATION, INC.
And Its Employees Represented By
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(Former L&N)

IT IS AGREED:

On the date the former L&N BLE Schedule Agreement becomes effective on the Clinchfield Seniority District, the following will apply:

1. Engineers will be permitted to mark out of town, but the time marked out of town must not exceed twelve hours.
2. Engineers assigned to guaranteed road or yard extra boards who are marked out of town, but do not miss a call or trip for service they stand to protect, will not have a penalty assessed against their guarantee.
3. Engineers will be placed on the guaranteed extra board or pool in accordance with the applicable agreement and if they have missed a call their guarantee will be adjusted as provided by applicable agreements.

Signed at Jacksonville, FL, this 10th day of July, 1991.

FOR THE EMPLOYEES:

FOR CSX TRANSPORTATION, INC.:

Don Moates
Don Moates, General Chairman

L. W. Evans
L.W. Evans
Senior Director-Employee Relations

CRR LABOR AGREEMENT NO. 3



TRANSPORTATION

Employee Relations Department

500 Water Street
Jacksonville, FL 32202

July 10, 1991

CRR Labor Agreement No. 3

Mr. Don Moates, General Chairman
Brotherhood of Locomotive Engineers
224 North Third Street
Jacksonville Beach, Florida 32250

Dear Mr. Moates:

In connection with agreement signed today concerning implementation of the BLE Schedule Agreement on the Clinchfield Seniority District, it is agreed that the following provisions will continue to apply on the Clinchfield Seniority District.

1. The existing practice where the BLE Local Chairman and the designated Carrier Officer jointly regulate the freight pools based on the needs of the service will continue to apply.

2. Pool crews at Bostic NC may be called to go south, pick up a train destined for Erwin, TN and handle that train to Erwin, provided the crew does not enter Spartanburg Terminal.

3. Pool crews at Bostic may go north and pick up southbound train and return to Bostic. However, such crews during the same tour of duty cannot pick up a second train at Bostic and operate that train to Erwin, if there are other pool crews available with rest at Bostic.

Very truly yours,

L. W. Evans
Senior Director Labor Relations

AGREED:

Don Moates, General Chairman

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CRR LABOR AGREEMENT NO. 4

LOCAL AGREEMENT
Between
CSX TRANSPORTATION, INC.
And Its Employees Represented By
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Section 1

HOME RULE OR ZONE RULE

(a) It is hereby agreed by and between the parties signatory hereto that with the effective date of this agreement, a HOME RULE or ZONE RULE will be established with the following conditions and requirements to govern the filling of assignments and vacancies for Locomotive Engineers on the Clinchfield Railroad.

Section 2

MAIN LINE OR ROAD ENGINEERS

(a) Erwin, TN will be the Home Terminal and the source of supply of engineers on all assignments and/or vacancies within the confined limits of Spartanburg, SC to Starnes, VA. This terminal and area to be designated and referred to as ZONE NUMBER ONE.

(b) Dante, VA will be the Home Terminal and source of supply of engineers on all assignments and/or vacancies within the confined limits of Starnes, VA and Elkhorn, KY. This terminal and area to be designated and referred to as ZONE NUMBER TWO.

YARD ENGINEERS

(c) Erwin, Tennessee, will be the home terminal and supply point for all yard engineer assignments and vacancies in Erwin and Johnson City Yards and will be designated and referred to as Yard Zone Number One.

(d) Kingsport, Tennessee, will be the home terminal and source of supply for all engineer assignments and vacancies within Kingsport Yard and will be designated and referred to as Yard Zone Number Two.

Section 3

ZONE RIGHTS AND RESTRICTIONS

(a) With the effective date of this agreement, all main line or road engineers and yard engineers will have ten days within which they may declare and establish themselves in one zone or the other. If no expression is made within ten days of a desire to change from the zone they are presently working, it will then be assumed that they are working in the zone of their choice. Assignments and vacancies will be filled in each zone in seniority order and in compliance with the existing rules governing filling of vacancies.

(b-1) After the effective date of this agreement when an engineer exercises his seniority (of his own volition) from one zone to another, he cannot thereafter exercise his seniority into the other zone for a period of ninety days unless and until he has exhausted his seniority within that particular zone.

(b-2) When an engineer changes a zone to a regular assignment and should he be kicked off of that assignment or abolished, he may exercise his seniority in either zone. Should he change zones, he will remain in that zone for ninety days, unless he is kicked or job abolished as stated above.

(c) If for any reason, or under any condition, an engineer is working in one zone and gets displaced down through the last job as engineer that he can hold in that zone, he may then displace any fireman who is junior to him in that zone if he so desires. If he does not desire to displace a junior fireman in that zone, he may move to the other zone but he must displace an engineer in that zone if he stands for work as an engineer; but in either event he must stay in that zone for a period of ninety days, providing he stood to work as fireman in the zone that he originally left. No senior engineer will hold a job as fireman while a junior engineer is marked up as an engineer in his particular zone. Should an engineer be forced into a particular zone against his desire, he may then move back to the zone of his choice as soon as he stands for work in that zone.

(d) An engineer's failure to make the original request to be assigned to a particular zone will not constitute a reason or cause to be displaced by a junior engineer that did make request for assignment in that particular zone.

(e) If, by reason of insufficient seniority, an engineer cannot take an assignment in the zone of his choice, he then will be required and permitted to exercise his seniority in the other zone as outlined in paragraph (c) of this article.

(f) Should it become necessary to augment the extra list in either zone, and there would be insufficient demoted engineers available in that zone, to fill the vacancies, the vacancies would then be filled by the junior demoted engineers from the other zone in reverse order of seniority. Engineers being required to move from one zone to the other under these conditions will be compensated under the existing deadhead rule. Engineers being used under the above conditions will be returned to their original zone as soon as their particular assignment is completed, or their services are no longer required to fill the requirements of the extra list.

(g) (SUPPLEMENT TO MEMORANDUM AGREEMENT BETWEEN THE CLINCHFIELD RAILROAD COMPANY AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEERS (EXCLUDING HOSTLERS AND HOSTLER HELPERS) DATED AUGUST 6, 1968. (HOME RULE OR ZONE RULE)

Paragraph (c) is amended to the effect that if an outlying job or assignment is advertised in zone one or zone two, that establishes a home terminal or tie-up point at a place or places other than Erwin, TN for Zone One and Dante VA for Zone Two, and no bids are received, the senior demoted Engineer in that zone will be forced assigned to the job. In the event there are no demoted engineers in that zone, the youngest engineer working Extra Board will be assigned.

If a job or assignment is advertised at Johnson City, an outlying point in Yard Zone One, and no bids are received, the senior demoted engineer in Yard Zone One will be force assigned to the job. In the event there are no demoted engineers in Yard Zone One, the youngest engineer working the extra board will be assigned.

Section 4

This agreement does not alter, cancel or supersede any existing agreement or agreements now in effect except as herein stipulated.

Signed at Jacksonville, Florida, this 10th day of July, 1991.

FOR THE EMPLOYEES

FOR CSX TRANSPORTATION, INC.

Don Moates
Don Moates, General Chairman

L. W. Evans
L. W. Evans
Senior Director-Employee Relations

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CRR LABOR AGREEMENT NO. 5



CRR Labor Agreement No. 5
500 Water Street
Jacksonville, FL 32202

Labor Relations Department

May 7, 1990
File: 1-29

H. S. Emerick
Senior Director

Mr. G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
Nevada Street
P. O. Box 520
St. Paul, Virginia 24283

Dear Mr. Miotke:

This refers to our conversation on April 30, 1990 regarding the application of the Engineer's vacation agreement when observing vacation during an anniversary year of the employee.

It is understood that an exception is made to application of the National Vacation Agreement dated April 29, 1949, as subsequently amended, to the extent shown below. All other provisions, including interpretations rendered by the Disputes Committee, are binding on the parties and remain in full force and effect.

In a calendar year in which an employee, who because of previous years' service, and other requisite qualifications, reaches his anniversary date of employment which would entitle him to an additional week of vacation, will be permitted to take a portion or all of his vacation for which he has qualified prior to his anniversary date, and will be permitted to take in that year, after his anniversary date, the additional week of vacation for which he would have been qualified had he not begun any vacation prior to his anniversary date.

The sole purpose of the exception stated above is to solve a problem peculiar to this property only. It is distinctly understood it is applicable on this property only, that this agreement shall not be generally distributed, and shall not be cited, referred to in any manner, or used as a precedent in any negotiations on any other properties or in national handling.

Very truly yours,

H. S. Emerick

CRR LABOR AGREEMENT NO. 6

LOCAL AGREEMENT
Between
CSX TRANSPORTATION, INC.
And Its Employees Represented By
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(Former L&N)

IT IS AGREED:

On the date the former L&N BLE Schedule Agreement becomes effective on the Clinchfield Seniority District, on a permanent basis, the following will apply to yard service employees at Erwin, Tennessee:

- (a) Extra Engineers deadheading between Erwin and Johnson City to protect a yard assignment will be paid one hour and thirty minutes pro rata rate, and deadheading between Erwin and Kingsport to protect a yard assignment will be paid two hours and thirty minutes pro rata rate, in each direction.
- (b) Those so called will make their own arrangements for transportation to and from these points.

Signed at Jacksonville, FL, this 10th day of July, 1991.

FOR THE EMPLOYEES:

FOR CSX TRANSPORTATION, INC.:

Don Moates
Don Moates, General Chairman

L. W. Evans
L. W. Evans
Senior Director-Employee Relations

CRR LABOR AGREEMENT NO. 7

MEMORANDUM AGREEMENT
Between
CSX TRANSPORTATION, INC.
And Its Employees Represented By
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
Former Clinchfield Railroad Company

IT IS AGREED:

On the date the former L&N BLE Schedule Agreement becomes effective on the Clinchfield Seniority District, on a permanent basis, the following will apply to yard and road engineers on the Clinchfield Seniority District only.

It is understood that the application of the Vacation Agreement on the Clinchfield Seniority District is not changed or modified by the terms of this agreement and that the L&N Vacation Agreement dated December 18, 1972 will not apply on the Clinchfield Seniority District.

1. It will be permissible that vacation be divided into one (1) week for employees who have qualified under the provisions of Section 1 of the Vacation Agreement.
2. Written application for vacation must be made to the proper authorities five (5) days in advance of the day on which the vacation period is to begin.
3. When a vacation is divided into two periods, the second period of vacation will not be allowed to begin less than five (5) days after the end of the first period except as provided for in paragraph five (5).
4. Employees held out of service for disciplinary action will not be permitted to take vacation during time lost.
5. Employees will not be permitted vacation during any time of which they receive compensation for services rendered the Clinchfield Railroad.
6. All vacations must be completed no later than December 15th of each year.
7. When a vacation period is divided and compensation is based on minimum days, the last service performed prior to the first vacation period allowed will govern the rate of the entire vacation for the year.

Signed at Jacksonville, Florida, this 10th day of July, 1991.

FOR THE EMPLOYEES

Don Moates
Don Moates, General Chairman

FOR CSX TRANSPORTATION, INC.

L. W. Evans
L. W. Evans, Senior Director
Employee Relations

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CRR LABOR AGREEMENT NO. 8

MEMORANDUM AGREEMENT
Between
SEABOARD SYSTEM RAILROAD
(Former Clinchfield Railroad)
And Its Employees Represented By
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

WHEREAS, it is the intention of the parties signatory hereto combine Road and Yard engineer seniority rosters,

IT IS AGREED:

Section 1

(a) The names on the yard engineer's seniority roster on August 29, 1984, in relative position, will be placed on the road engineer's seniority roster immediately under the name of the junior road engineer holding seniority on August 29, 1984 and ahead of any road engineer who established seniority on and after August 30, 1984, and such yard engineer will be given road engineer seniority dates.

(b) The names on the road engineer's seniority roster on August 29, 1984, in relative position, will be placed on the yard engineer's seniority roster immediately under the name of the junior yard engineer holding seniority on August 29, 1984 and ahead of any yard engineer who established seniority on and after August 30, 1984, and such road engineer will be given yard engineer seniority dates.

(c) Yard engineers and road engineers who established seniority on or after August 30, 1984, and all employees who are hired and establish seniority after road and yard rosters are combined, shall have joint road and yard seniority (dual seniority) and will be shown in relative position at the bottom of the combined rosters created by Paragraphs (a) and (b) of this Section 1.

Section 2

Within forty-five (45) days from the date road and yard seniority rosters are combined an employee may elect to forfeit the additional seniority acquired, and thus maintain either road or yard seniority only. Such election must be made in writing to the Superintendent and is irrevocable, unless otherwise agreed by the parties.

Section 3

(a) Service requirements permitting engineers may exercise seniority from road to yard or from yard to road the first day of each month, providing they submit written request to the proper Carrier representative, with copy to the Local Chairman, no later than the fifteenth (15th) day of the preceding month.

(b) Engineers exercising seniority under Section 3(a) will be required to place themselves in the service requested prior to 12:00 Noon of the first day of the month and, seniority permitting, will be required to remain in that service until the following month.

(c) It is understood that requests submitted under Section 3(a) may not be withdrawn later than the twenty-fifth (25th) day of the month submitted. In the event that seniority or service requirements do not permit an engineer to make the requested move, his application will be considered null and void.

Section 4

(a) When an employee in road service is unable to hold an assignment in road service or a position on the road extra board, he will be permitted to exercise seniority displacing any employee junior to him or place himself on the yard extra board.

(b) When an employee in yard service is unable to hold an assignment in yard service or a position on the yard extra board, he will be permitted to exercise seniority to road service, displacing any employee junior to him, or place himself on the road extra board.

(c) Employees exercising their seniority under the provisions of this Section will have the option of returning to their former service when their seniority will permit them to do so, provided written request was made to the proper official at the time the first move was made.

Section 5

(a) Separate extra boards covering road service and extra boards covering yard service, respectively, will be maintained and regulated in accordance with applicable schedule rules.

(b) Employees working in yard service will not be called for road service except when there are no road service employees (regular or extra) or furloughed employees available for such road service. When calling an employee working in yard service under these conditions for road service the first-out

available extra employee with full rest will be called and he will be returned to yard service upon completion of one day or round trip, except if on an outlying run he will be relieved by the first available extra road service employee.

(c) Any tour of duty in road service under the preceding paragraph shall not be considered in any way in connection with application of the Five-Day Work Week Agreement in yard service.

(d) Employees working in road service will not be called for yard service except when there are no yard service employees available for eight (8) or more hours' service under applicable schedule rules. When calling road service employees under these conditions for yard service, the first-out road service employee on the extra board with eight (8) hours to work will be called. Road service employees called for yard service under these conditions will be immediately returned to the road extra board upon completing a tour of duty in yard service.

Section 6

Preference to vacation will be given in the order of seniority standing in the class of service where working at the time vacation commences.

Section 7

(a) Yard engineers granted road seniority under the terms of this agreement must qualify in road service to the Carrier's satisfaction before being permitted to utilize their engineer seniority.

(b) Road engineers granted yard seniority under the terms of this agreement must qualify in yard service to the Carrier's satisfaction before being permitted to utilize their yard engineer seniority.

Section 8

(a) The terms of this agreement shall not be construed as changing any of the provisions contained in the respective schedule agreements covering deadheading or payments for deadheading. However, deadheading or loss of time resulting from the exercise of seniority from yard to road service or vice versa under this agreement will be without expense to the Company.

(b) This agreement shall not be construed as changing or amending the June 25, 1964 National Agreement.

(c) This agreement shall not be construed in any manner as modifying or amending applicable rules with respect to separation of road and yard work.

(d) This agreement shall not be construed as changing or amending the road agreement applicable to road service employees, or the yard agreement applicable to yard service employees, except as necessary to make the provisions of those agreements conform with this agreement.

(e) It is recognized that problems may arise in the administration of this agreement. Accordingly, it is understood that in the event such problems do arise, the parties will cooperate to correct such problems in a fair and equitable manner consistent with the intent of the parties.

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.

This agreement shall become effective on September 1, 1985, and shall remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Jacksonville, Florida, this 13th day of August, 1985.

FOR THE EMPLOYEES

FOR THE CARRIER

G. L. Miotke

G. L. Miotke, General Chairman,
BLE

Ralph Miller

Ralph Miller
Director of Labor Relations

APPROVED:

J. W. Crawford
J. W. Crawford, Vice President,
BLE

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MEMORANDUM AGREEMENT
Between
SEABOARD SYSTEM RAILROAD
(Clinchfield)
And Its Employees Represented by
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

If and when a satisfactory agreement can be reached on dual seniority on road and yard Engineers, all employees entering service as Engineer of Clinchfield Railroad Company on and after August 30, 1984 in either road or yard service, will establish and accumulate joint seniority rights behind all employees holding Engineer seniority rights in either road or yard service as of August 29, 1984.

Signed at Jacksonville, Florida, this 29 day of August, 1984

FOR THE EMPLOYEES:

G. L. Miotke
G. L. Miotke, General Chairman,
Brotherhood of Locomotive Engineers

FOR THE COMPANY:

Ralph Miller
Ralph Miller
Director of Labor Relations

CRR LABOR AGREEMENT NO. 9

MEMORANDUM OF AGREEMENT
between
CLINCHFIELD RAILROAD COMPANY
and its employees
represented by
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

Section 1 - Guaranteed Extra Board, Erwin, Tennessee.

(a) There shall be established at Erwin, Tennessee, a road engineer's extra board. The Carrier shall, at all times, determine the number of engineers to be placed thereon and shall regulate it from week to week as of 12:00 Midnight of Wednesday of each week.

(b) Engineers on the extra board will work first-in first-out, and shall remain available for call.

(c) An engineer on the extra board who marks off or misses call shall be required to remain off for twelve hours, except that he may be used in an emergency.

(d) An engineer on the extra board shall be guaranteed 100 miles at through freight rate of pay, 975,000 pounds weight on drivers, for each calendar day on the extra board not used to fill a vacancy provided:

1. His rest under the Hours of Service Law is up.
2. He has not marked off of his own accord for any reason for a portion of the calendar day involved.
3. He is not under suspension of service for disciplinary reasons or investigation in connection therewith in which he has been charged.
4. He has held himself in readiness for service during the entire calendar day involved.

NOTE: "Marked off of his own accord" is defined to include, but is not limited to, vacations, illness, personal injury, brotherhood business, etc.

(e) Guarantee payments shall be considered as compensated service.

(f) When an engineer is not used to fill a vacancy on a calendar day but does deadhead, the number of miles deadheaded shall be deducted from his 100-mile guarantee for that calendar day.

(g) Engineers qualifying for compensation under this agreement shall submit regular time ticket marked "guarantee" to the proper officer.

Section 2 - Temporary Vacancies on Outlying Assignments

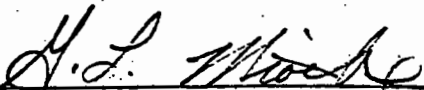
Temporary engineer vacancies on outlying assignments will be used by using the demoted engineer on the job. When there is no demoted engineer on the job the vacancy will be filled from the extra board having jurisdiction.

This agreement, which supersedes any existing rules in conflict herewith, shall become effective at 12:00 Midnight on August 3, 1983, and shall remain in effect for a period of 45 days, after which it may be cancelled by service of 20 days advance written notice by either party to the other.

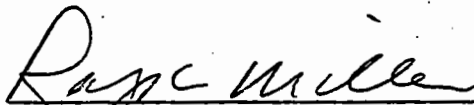
Signed at Jacksonville, Florida, this 19th day of July, 1983.

FOR THE EMPLOYEES:

FOR THE CARRIER:

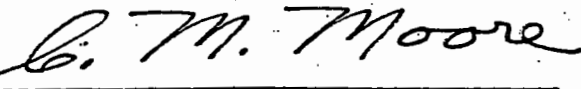


G. L. Miotke, General Chairman



Ralph Miller, Director of Labor
Relations

APPROVED:



C. M. Moore, Vice President

Erwin, Tennessee, August 8, 1983

File: 20-2

Mr. B. E. Tipton:

Reference conversation, implementation of July 19, 1983 BLE Guarantee Extra Board, Erwin, Tn.

Director of Labor Relations Miller's interpretation of Section I, Paragraph (d), Item 1, regarding rest under Hours of Service, is that if the Engineman makes himself available during the calendar day, whether fully rested from Midnight to Midnight or not, such employee will be entitled to Guaranteed Day if his rest is up during any portion of the 24-hour span, Midnight to Midnight.

In essence: if employee has 55 minutes' rest in the Midnight to Midnight cycle, whether employee could be called for service, or not, the Guaranteed Day payment is due.

Be governed accordingly.

C. F. Bailey
C. F. Bailey

CFB/sml

cc: Mr. R. V. Thomas
Mr. T. B. Maxfield
Mr. C. T. Jennings
Mr. J. L. Davis
Mr. D. G. Crockett
Mr. R. O. Likens
Mr. R. Miller.



CRR LABOR AGREEMENT NO. 10

CSXT-Labor Agreement E-163-88

MEMORANDUM OF AGREEMENT
Between
CSX TRANSPORTATION, Inc.
And Its Employees Represented By
Brotherhood of Locomotive Engineers
(Former CRR)

(a) 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 time 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 (d), subsection (1); 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 Brotherhood of Locomotive Engineers will negotiate their assignment under this agreement.

(b) 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 (80-100 thousand weight on drivers rate will apply).

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

(c) Assigned crews may be called to depart not to exceed 2 1/2 hours in advance of the advertised departure time.

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

NOTE: Notice of set-back departure time in less than one hour ahead of advertised departure time to any member of the crew would constitute notice to the engineer of the crew within the meaning and intent of the rule.

Example 1: Advertised departure time	3:00 p.m.
Crew notified departure time set back	2:00 p.m.
Set back departure time	5:30 p.m.

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 2 1/2 hours following expiration of rest period. The advertised departure time may then be further set back 2 1/2 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 p.m.
Crew's rest up	6:00 p.m.
Automatic set back of advertised departure time this trip only	8:30 p.m.
Crew notified departure time set back	7:30 p.m.
Set back departure time this trip only	11:00 p.m.

(1) 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 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 (1) above, the pay provisions of this agreement will not apply on any seniority district over which this train is due to operate.

(2) Pay provisions of this agreement will not apply on a division or seniority district where the railroad's operations 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.

(3) 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.

(e) It is agreed that regular assigned crews under this agreement may be used to man through freight trains which are not otherwise assigned when the crew's regular assignment will not be called within 2 1/2 hours ahead of or 2 1/2 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 2 1/2 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 three-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 eight hours' waiting time.

EXAMPLE 1:	Advance departure time	12:30 p.m.
	Advertised departure time	3:00 p.m.
	Set-back departure time	5:30 p.m.

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

EXAMPLE 2:	Advertised departure time	3:00 p.m.
	Crew called for service trip set to depart	3:00 p.m.

handling train other than
their own assignment

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

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

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

EXAMPLE 4: Advertised departure time	3:00 p.m.
Crew notified call set back	2:00 p.m.
Set back departure time	5:30 p.m.
Crew called for service trip on train other than regular assignment	
On duty	1:00 a.m.

Under this example, crew due 7 1/2 hours' waiting time (5:30 p.m. to 1:00 a.m.). Note this example illustrates that 3-hour call time prior to call time of that crew's regular assignment 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 crew's regular assignment may then be placed on duty at any time after 1:30 a.m. 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.

(f) 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 three hours called and not used.

EXAMPLE 1: Advertised departure time	3:00 p.m.
Advance departure time	12:30 p.m.
Called for service trip on duty	12:00 noon
No advance notice of departure time set-back	
On duty second time	5:00 p.m.

Crew due three hours called and not used and two hours' waiting time (3:00 p.m. to 5:00 p.m.).

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

Crew due three 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 three hours called and not used.

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

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

Crew due four hours' waiting time (3:00 p.m. to 7:00 p.m.); crew due three hours called and not used; crew due one hour waiting time (10:00 p.m. to 11:00 p.m.).

EXAMPLE 4: Advertised departure time	3:00 p.m.
Crew notified departure time set back	2:00 p.m.
Set back departure time	5:30 p.m.
Called for service trip on duty	8:30 p.m.
Called down	8:40 p.m.
On duty second time	10:30 p.m.

Crew due three hours' waiting time (5:30 p.m. to 8:30 p.m.) and due three hours' called and not used.

(g) 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 p.m.
No advance notice of departure time set back	
Waiting time under pay begins	3:00 p.m.
Called for assignment other than his own - on duty	8:00 p.m.
His regular assignment called for service trip - on duty	10:00 p.m.

Crew member used off assignment due five hours' (3:00 to 8:00 p.m.) waiting time on regular assignment, not to be included in determining earnings away from assignment.

The two hours' regular assignment earned (8:00 p.m. to 10:00 p.m.) 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 p.m.
On bus scheduled to depart	9:00 p.m.
His regular assignment called for service trip - on duty	10:00 p.m.

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

The five hours' regular assignment earned (5:00 p.m. to 10:00 p.m.) 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.

(h) 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 (i) 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 p.m.
Advertised departure time of regular assignment	3:00 p.m.
Crew not notified of departure time set-back.	
Waiting time begins	3:00 p.m.
Crew called for service trip - on duty	5:00 p.m.

Crew due two hours' (3:00 p.m. to 5:00 p.m.) waiting time, except crew member with rest up 5:00 p.m. due no waiting time.

EXAMPLE 2: Crew members' rest up	6:00 p.m.
Advertised departure time of regular assignment	3:00 p.m.
Crew notified departure time set-back	
Set-back departure time	5:30 p.m.
Crew called for service trip - on duty	7:00 p.m.

Crew due 1 1/2 hours' waiting time (5:30 p.m. to 7:00 p.m.), except crew member with rest up 6:00 p.m. due 1 hour (6:00 p.m. to 7:00 p.m.) waiting time.

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

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

AT HOME TERMINALS OF ASSIGNMENTS

(i) At home terminals, crews assigned straight-away service held beyond advertised departure time or beyond "set back" time provided for in paragraph (d) 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 eight hours.

EXAMPLE 1: Advertised departure time 3:00 p.m.
On-duty time 7:00 p.m.
without advance notice that
departure time was to be set back
Crew due four hours' (3:00 p.m. to 7:00 p.m.) waiting time

EXAMPLE 2: Advertised departure time 3:00 p.m.
Crew notified departure time set back 2:00 p.m.
Set-back departure time 5:30 p.m.
On-duty time 7:30 p.m.
Crew due two hours' (5:30 p.m. to 7:30 p.m.) waiting time.

EXAMPLE 3: Advertised departure time 3:00 p.m.
No advance notice of departure time set back
Crew notified to deadhead at 7:00 p.m.
On bus scheduled to depart 9:00 p.m.
Crew due four hours' (3:00 p.m. to 7:00 p.m.) waiting time.

EXAMPLE 4: Advertised departure time 3:00 p.m.
Crew notified departure time set-back 2:00 p.m.
Set-back departure time 5:30 p.m.
Crew notified to deadhead 7:30 p.m.
On bus scheduled to depart 10:30 p.m.
Crew due two hours' (5:30 p.m. to 7:30 p.m.) waiting time.

If crew is not called for service trip or notified to deadhead prior to expiration of eight 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 p.m.
Waiting time begins 3:00 p.m.
No advance notice of departure
time set-back
Crew called for service trip to depart at 11:30 p.m.
On-duty time 11:00 p.m.
Crew due eight hours (3:00 p.m. to 11:00 p.m.) waiting time.

Under this example, the on-duty time of 11:00 p.m. 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 p.m.
Crew notified departure time set-back	2:00 p.m.
Set-back departure time	5:30 p.m.
Crew called for service trip	2:00 a.m.
On duty	1:30 a.m.

Crew due eight hours' (5:30 p.m. to 1:30 a.m.) waiting time.

Under this example, the on-duty time of 1:30 a.m. 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 (i) 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 eight 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 p.m.
No advance notice of advertised departure time set-back	
Waiting time begins	3:00 p.m.
Crew notified to deadhead	7:00 p.m.
On bus scheduled to depart	9:00 p.m.

Crew due 1 1/2 hours' (5:30 p.m. to 7:00 p.m.) waiting time.

EXAMPLE 8: Advertised departure time	3:00 p.m.
Crew notified call set-back	2:00 p.m.
Set-back departure time	5:30 p.m.
Crew notified to deadhead	7:00 p.m.
On bus scheduled to depart	9:00 p.m.

Crew due four hours' (3:00 p.m. to 7:00 p.m.) waiting time.

If crew elects to wait, as example, until a 6:00 a.m. 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.

(1) At home terminals, in the event of a line blockage, pay provisions of this agreement will not apply, as provided in paragraph (d), subsection (1), 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 line blockage. Crew must be notified of line blockage within a three-hour period following time of line blockage; and when notified within this three-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 eight hours' waiting time pay from time of blockage.

EXAMPLE 1: Advertised departure time	3:00 p.m.
Line blockage occurs	5:00 p.m.
Crew notified of line blockage	8:00 p.m.

Crew due two hours' waiting time (3:00 p.m. to 5:00 p.m.) earned prior to line blockage and five hours' waiting time (5:00 p.m. to 10:00 p.m.) account not being notified within a three-hour period following line blockage, for a total of seven hours' waiting time.

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

(b) 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 eight hours' waiting time pay from advertised departure time.

EXAMPLE 1: Line blockage occurs	10:00 a.m.
Advised departure time	3:00 p.m.
Crew notified of line blockage	2:30 p.m.
Crew due no waiting time pay.	

EXAMPLE 2: Line blockage occurs	10:00 a.m.
Advertised departure time	3:00 p.m.
Crew notified of line blockage	6:00 p.m.

Crew due three hours' waiting time (3:00 p.m. to 6:00 p.m.) 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.

AT AWAY-FROM-HOME TERMINALS OF ASSIGNMENTS

(j) At away-from-home terminals, crews in assigned straight-away service held beyond advertised departure time or set-back time provided for in paragraph (d) 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 eight hours.

EXAMPLE 1: Advertised departure time	3:00 p.m.
On-duty time	7:00 p.m.
(without advance notice that departure time set-back)	

Crew due two hours' (5:30 p.m. to 7:30 p.m.) waiting time.

EXAMPLE 2: Advertised departure time	3:00 p.m.
Crew notified departure time set-back	2:00 p.m.
Set back departure time	5:30 p.m.
On-duty time	7:30 p.m.

Crew due two hours' (5:30 p.m. to 7:30 p.m.) waiting time.

EXAMPLE 3: Advertised departure time 3:00 p.m.
 No advance notice of departure time set-back
 Crew notified to deadhead at 7:00 p.m.
 On bus scheduled to depart 9:00 p.m.
 Crew due four hours' (3:00 p.m. to 7:00 p.m.) waiting time.

EXAMPLE 4: Advertised departure time 3:00 p.m.
 Crew notified departure time set-back 2:00 p.m.
 Set-back departure time 5:30 p.m.
 Crew notified to deadhead 7:30 p.m.
 On bus scheduled to depart 10:30 p.m.
 Crew due two hours' (5:30 p.m. to 7:30 p.m.) waiting time.

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

EXAMPLE 5: Advertised departure time 3:00 p.m.
 Without advance notice, 3:00 p.m.
 waiting time begins
 Waiting time under pay ends 11:00 p.m.
 Four-hour no-pay period begins 3:00 a.m.
 Called for service trip - on duty 3:00 a.m.
 Crew due eight hours' (3:00 p.m. to 11:00 p.m.) waiting time.

EXAMPLE 6: Advertised departure time 3:00 p.m.
 Crew notified departure time set-back 2:00 p.m.
 Set-back departure time 5:30 p.m.
 Waiting time under pay begins 5:30 p.m.
 Waiting time under pay ends 1:30 a.m.
 Four-hour no-pay period begins 1:30 a.m.
 Called for service trip - on duty 5:30 a.m.
 Crew due eight hours' (5:30 p.m. to 1:30 a.m.) waiting time.

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

EXAMPLE 7: Advertised departure time 3:00 p.m.
 Crew not notified departure time set-back
 Waiting time under pay begins 3:00 p.m.
 Crew notified to deadhead at 6:00 p.m.
 Waiting time under pay stops 6:00 p.m.
 On bus scheduled to depart 10:00 p.m.
 Crew due three hours' (3:00 p.m. to 6:00 p.m.) waiting time.

In addition, if crew elects after notification to deadhead to leave ahead of the 10:00 p.m. 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 eight hours' waiting time. Under these conditions, waiting time would be continuous until on duty for service trip.

EXAMPLE 8: Advertised departure time	3:00 p.m.
Crew notified departure time set-back	2:00 p.m.
Set-back departure time	5:30 p.m.
Waiting time under pay begins	5:30 p.m.
Crew notified to deadhead at	7:30 p.m.
Waiting time under pay ends	7:30 p.m.
On bus scheduled to depart	11:00 p.m.
Later, crew available and called for service trip - on duty	10:30 p.m.

Waiting time computations under this example begins at 5:30 p.m. and ends at 10:30 p.m. Crew due five hours' (5:30 p.m. to 10:30 p.m.) waiting time.

If crew is to deadhead to home terminal prior to expiration of eight hours' waiting time, when crew is notified to deadhead the pay for waiting time ends. If held full eight hours' waiting time under pay, crew must be notified before expiration of the four-hour no-pay period to deadhead not more than two hours beyond expiration of the four-hour no-pay period. If not actually provided conveyance at end of two hours following the four-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 eight hours' waiting time ending	11:00 p.m.
Followed by four-hour no-pay period ending	3:00 a.m.
Crew notified prior to 3:00 a.m. to deadhead at	5:00 a.m.

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

(1) At away-from-home terminals, in the event of a line blockage, pay provisions of this agreement will not apply, as provided in Section (d), subsection (1), 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 p.m.
No advance notice of departure time set-back	
Notification of line blockage	8:00 p.m.
Waiting time ends	8:00 p.m.
Crew notified to deadhead at	3:00 a.m.
On bus scheduled to depart	5:00 a.m.

Crew due five hours' waiting time (3:00 p.m. to 8:00 p.m.) and must be notified to deadhead to home terminal not later than 3:00 a.m.

(b) 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 hours from advertised departure time, continuing for a maximum of eight hours, if not placed on duty for service trip or notified to deadhead prior to expiration of eight 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 again 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 eight hours' waiting time pay for a 24-hour period from advertised departure time.

EXAMPLE 1: Advertised departure time 3:00 p.m.
Crew notified of line blockage 8:00 p.m.
Waiting time under pay ends 8:00 p.m.
Carrier elects to hold crew -
Waiting time begins at 16th hour 7:00 a.m.
Waiting time ends 3:00 p.m.

Crew due five hours' waiting time (3:00 p.m. to 8:00 p.m.) earned up to time of notification of line blockage plus three additional hours for a total of eight hours within the 24-hour period (3:00 p.m. to 3:00 p.m.)

EXAMPLE 2: Advertised departure time 3:00 p.m.
Crew notified of line blockage 2:00 p.m.
Carrier elects to hold crew -
Waiting time begins at 16th hour 7:00 a.m.
Waiting time ends 3:00 p.m.

Crew due eight hours' waiting time (7:00 a.m. to 3:00 p.m.) for the 24 hour period (3:00 p.m. to 3:00 p.m.).

EXAMPLE 3: Advertised departure time 3:00 p.m.
Waiting time begins 3:00 p.m.
Crew notified of line blockage 8:00 p.m.
Waiting time under pay ends 8:00 p.m.
Carrier elects to hold crew -
Called for service trip - on duty 4:00 a.m.

Crew due five hours' waiting time (3:00 p.m. to 8:00 p.m.) earned up to time of notification of line blockage.

EXAMPLE 4: Advertised departure time 3:00 p.m.
Waiting time begins 3:00 p.m.
Crew notified of line blockage : 8:00 p.m.
Waiting time under pay ends 8:00 p.m.
Carrier elects to hold crew -
Waiting time begins at 16th hour 7:00 a.m.
Called for service trip - on duty 9:00 a.m.

Crew due five hours' waiting time (3:00 p.m. to 8:00 p.m.) earned up to time of notification of line blockage and two hours' waiting time (7:00 a.m. to 9:00 a.m.) for a total of seven 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 (j) 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.

CREWS IN TURNAROUND SERVICE

(k) Crews in turnaround service will be assigned five, six or seven 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 eight hours, except when advertised departure time is set back as provided in paragraph (d) of this agreement, the pay will commence at the set-back time and, where not called, time will run continuously until expiration of eight hours.

EXAMPLE 1: Days of assignment -
Monday - Crew used on regular assignment
Tuesday - Crew used on regular assignment
Wednesday - Crew not used-paid eight hours' waiting time
Thursday - Crew used on regular assignment
Friday - Crew not used-paid eight 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 eight hours' waiting time
Thursday - Crew used on regular assignment
Friday - Crew not used-paid eight 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 p.m.
Crew not notified of set-back
Waiting time begins 3:00 p.m.
Waiting time ends 11:00 p.m.
Crew due eight hours' waiting time (3:00 p.m. to 11:00 p.m.)

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 p.m.
Crew notified call set-back 2:00 p.m.
Set-back departure time 5:30 p.m.
Waiting time begins 5:30 p.m.
Waiting time ends 1:30 a.m.
Crew due eight hours' waiting time (5:30 p.m. to 1:30 a.m.)

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 eight hours or less from advertised departure time or set-back time.

EXAMPLE 5: Advertised departure time 3:00 p.m.
Crew not notified departure time set-back
Waiting time begins 3:00 p.m.
Waiting time ends 11:00 p.m.
Crew due eight hours' waiting time (3:00 p.m. to 11:00 p.m.)

Crew may be used for service trip-on duty at 11:00 p.m. 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 p.m.
Crew not notified departure time set-back
Waiting time begins 3:00 p.m.
Crew called for service trip 7:30 p.m.
On duty-waiting time ends 7:00 p.m.
Crew due four hours' (3:00 p.m. to 7:00 p.m.) 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 p.m.
Crew notified departure time set-back 2:00 p.m.
Set back departure time 5:30 p.m.
Waiting time begins 5:30 p.m.
Crew called for service trip 7:30 p.m.
On duty-waiting time ends 7:00 p.m.
Crew due 1 1/2 hours' (5:30 p.m. to 7:00 p.m.) waiting time.

Crew 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).

If, after notification to work on off day, crew is not used, crew will be under pay for eight 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 (1), paragraphs (a) and (b) of Section (i) also apply to crews assigned under this Section (k).

1. Regular assigned engineers on one or two-crew locals assigned to operate 5, 6 or 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 minimum daily rate of pay for yard engineers on a five day work week for each day worked or paid for.

2. Regular assigned wreck, work and construction engineers 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 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 12 1/2. Overtime shall be paid for on-the-minute basis at one and one-half times the hourly rate applying to the assignment.

3. Engineers regularly assigned to service 5, 6 or 7 days per week other than provided for in paragraphs 1 and 2 hereof will be guaranteed employment or pay for 100 miles per 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 minimum daily guarantee of an amount equal to the minimum daily rate of pay for yard engineers on a five-day work week for each day worked or paid for.

NOTE: The guarantee provided in this paragraph will not apply to engineers 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.

4. An Engineer holding a position in assigned road freight service subject to one of the guarantees provided herein shall, during the existence of 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 engineer 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.

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

6. 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 Director of Labor Relations. The Personnel Officer will confer with the Transportation Department, and, when requested by the General Chairman, the top Transportation Officer or his designated representative will confer with the Personnel Officer and the General Chairman as to the establishment of such run.

7. This agreement shall be applicable to CRR seniority district.

Signed at Jacksonville, Florida this 3rd day of November, 1988.

FOR THE EMPLOYEES:

G. L. Miotke
G. L. Miotke, General Chairman
Brotherhood of Locomotive
Engineers

FOR THE CARRIER:

G. F. Leif
G. F. Leif
Director of Labor Relations

APPROVED:

C. V. Monin
C. V. Monin, Vice President
Brotherhood of Locomotive Engineers
X9273.1/LROMDR



Labor Relations Department

500 Water Street
Jacksonville, FL 32202

November 3, 1988

File: E-163(a)-88

Mr. G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
Nevada Street
P. O. Box 520
St. Paul, Virginia 24283

Mr. Miotke:

This refers to our conference in Erwin, Tennessee on September 21, 1988, during which we discussed assigned freight service between Erwin, TN. and Dante, VA.

It was agreed that assigned service maybe established to operate between Erwin and Dante with home terminal at Erwin and away-from-home terminal Dante. The assignment will be advertised under the terms of the waiting time agreement, with the exception that the crew maybe called upto 4 hours ahead of the advertised departure time or setback upto 4 hours after the advertised departure time. All other provisions of the Waiting Time Agreement will apply to this service.

Crews that are tied up at Dante will be provided lodging at the Village Inn Motel, and when necessary, furnished transportation to an eating facility.

The above understanding may be cancelled by either party upon 25 days written notice.

Very truly yours,

A handwritten signature in cursive script that reads "G. F. Leif".

G. F. Leif
Director of Labor Relations

I AGREED:

A handwritten signature in cursive script that reads "G. L. Miotke".

G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers

261/LROMDR



500 Water Street
Jacksonville, FL 32202

Labor Relations Department

November 4, 1988

File: E-168(b)-88

Mr. G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
Nevada Street
P. O. Box 520
St. Paul, Virginia 24283

Dear Mr. Miotke:

In connection with the "Waiting Time Agreement" signed today, it was agreed that the agreement will be effective November 26, 1988.

It was also agreed that road switcher assignments that are established pursuant to the terms of the Road Switcher Agreement dated January 17, 1986 are not governed by the "Waiting Time Agreement". The Road Switcher Agreement remains unchanged.

Very truly yours,

G. F. Leif,
Director of Labor Relations

AGREED:

G. L. Miotke, General Chairman
BLE

CRR LABOR AGREEMENT NO. 11



500 Water Street
Jacksonville, FL 32202

Labor Relations Department

November 3, 1988

File: 1-1-00

Mr. G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
Nevada Street
P. O. Box 520
St. Paul, Virginia 24283

Dear Mr. Miotke:

This confirms our recent conference regarding the Engineers' Guaranteed Extra Boards at Erwin and Kingsport, Tennessee.

The guarantee associated with these extra boards will be computed based on each 14 day payroll period (\$1273.60). Engineers who are on the extra board for a part of a 14 day period will have the guaranteed prorated at \$97.97 for each day assigned to board and available for service. All other provisions applicable to the above referred to extra boards remain unchanged.

This also confirms our understanding that engineer vacancies or open positions will be advertised by bulletin for a period of five days, and at the expiration of that time, the vacancy will be given to the senior engineer making written application for the position. The bulletin period will expire at 9:00 a.m. on the fifth day, except when the fifth day falls on a Saturday, Sunday or holiday, in which case the bulletin will expire on the next work day.

The above understanding may be cancelled by either party by a 25 days written notice.

Very truly yours,

A handwritten signature in cursive script that reads "G. F. Leif".

G. F. Leif
Director of Labor Relations

I CONCUR:

A handwritten signature in cursive script that reads "G. L. Miotke".

G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers

CRR LABOR AGREEMENT NO. 12

Seaboard Labor Agreement E-012-86

MEMORANDUM AGREEMENT
between
SEABOARD SYSTEM RAILROAD
and its employees
represented by
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(Former CRR)

IT IS AGREED:

1. The following listed mine run assignments, at Dante, Virginia, either five, six or seven days per calendar week, may be made under advertisements which state the home terminal, starting time, days of operation and assigned limits. The advertisements will describe the work to be performed, and such work may be required of the assignment in whatever order it may develop according to the day-to-day service requirements within the stated limits.

Nora Turn
First Mine Run
Second Mine Run
First Moss Turn
Greenbrier-Rex Turn

2. A permanent change of as much as two hours in the regular starting time will be considered a material change under Article 14(d) of the schedule agreement, and will require that the assignment be advertised. If the engineer holding such an assignment elects to remain on it, he may do so by notifying the proper authority on the calendar day the permanent change is made, and the assignment will not be advertised.

3. The reporting time may be deferred or advanced on any day on a temporary basis. If the reporting time is to be advanced, the engineer holding the assignment will be notified not more than four hours in advance of the regular reporting time of the changed reporting time. When the reporting time is to be deferred, the engineer holding the assignment will be notified one and one-half hours prior to the regular reporting time of the time he is to report. Only one deferral or advancement of the reporting time may be made on any day. If the assignment is deferred or advanced and then annulled, the assigned engineer will be allowed the guarantee for that day.

4. Engineers assigned to mine runs at Dante, Virginia will be guaranteed employment or pay for 100 miles per day for the number of days assigned, either five, six or seven days per week, at the rate of pay applicable to the assignment, with a minimum daily guarantee of an amount equal to the minimum daily

rate of pay for five-day yard engineers (without fireman) for each day worked or paid for, provided they are available to work. Weight on drivers will be applicable to the yard rate for each day worked. Holiday pay will satisfy the guarantee requirement. The guarantee will not be applicable when an assignment is annulled because of strike. This paragraph is not applicable to engineers who establish seniority after the effective date of this agreement.

5. When an assignment is annulled, the engineer involved will be allowed to exercise displacement rights for that day or days. *if you want to work + not on holiday*

6. Mine runs at or out of Dante may be required to make as many short trips as desired out of the terminal within their tour of duty but will not be required to go beyond M.P. 21 or M.P. 70.

7. 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.

8. This agreement, which shall become effective on January 1, 1986, supersedes any rules or agreements in conflict herewith, and shall remain in effect unless terminated by thirty days' advance written notice by either party to the other.

Signed at Jacksonville, Florida, this 17th day of January 1986.

FOR THE EMPLOYEES:

G. L. Miotke
G. L. Miotke, General Chairman
Brotherhood of Locomotive
Engineers

FOR THE CARRIER:

Ralph Miller
Ralph Miller
Director of Labor Relations

CC4.12/011



Labor Relations Department

January 17, 1986

N3.01/021

Mr. G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 520
St. Paul, Virginia 24283

Dear Mr. Miotke:

This refers to my letter of January 17, 1986 concerning the operation of the Clinchfield Coal Company locomotive on the former Haysi Railroad.

It is understood that in the event the Starting Time agreement and/or the guaranteed extra board agreement at Dante, Virginia is cancelled by either party, the understanding set forth in the above referred to letter is also cancelled. It is also understood that in the event of such cancellation, the January 17, 1986 letter will not be referred to by either party in any future disputes involving the former Haysi Railroad.

Very truly yours,

Ralph Miller
Director of Labor Relations

AGREED:

G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers



Labor Relations Department

January 17, 1986

N3.01/020

Mr. G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 520
St. Paul, Virginia 24283

Dear Mr. Miotke:

In the spirit of cooperation, recognizing the desire of both parties to secure new business, and without prejudice to the position and arguments both parties have advanced in the matter of exclusive or nonexclusive rights of former Clinchfield Railroad engineers to perform work on the Haysi Railroad; it is understood that the Clinchfield Coal Company may operate their own locomotive on the Haysi Railroad in the switching and handling of Clinchfield Coal Company cars between the south switch at Crooked Branch Dock and the present location of the north switch at Greenbriar tipple.

In the event a dispute or controversy arises with respect to the application of the conditions set forth above, the parties signatory hereto shall promptly meet to resolve such dispute or controversy.

Very truly yours,

Ralph Miller
Director of Labor Relations

AGREED:

G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers

MEMORANDUM AGREEMENT
BETWEEN
SEABOARD SYSTEM RAILROAD
AND ITS EMPLOYEES REPRESENTED BY
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

The following listed mine run assignments, either five, six or seven days per calendar week, may be made under advertisements which state terminal, starting time, days of operation and assigned limits. The advertisements will describe the work to be performed, and such work may be required of the assignment in whatever order it may develop according to the day-to-day service requirements within the stated limits.

NORA TURN
FIRST MINE RUN
SECOND MINE RUN
FIRST MOSS TURN
GREENBRIAR - REX TURN

Permanent changes of as much as two (2) hours in the regular starting time of a mine run assignment will cause same to be declared a vacancy and will be readvertised. When necessary to change the starting time temporarily, engineers will be given notice thereof at or prior to completion of work on the day prior to such temporary change.

This Agreement shall become effective June 1st, 1985, and shall remain in effect until changed in accordance with the Railway Labor Act, as amended.

Signed at Jacksonville, Florida, this 15th day of May, 1985.

FOR THE EMPLOYEES:

FOR THE CARRIER:

G. L. Miotke

G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers

Ralph Miller

Ralph Miller
Director of Labor Relations

CRR LABOR AGREEMENT NO. 13

MEMORANDUM AGREEMENT
Between
SEABOARD SYSTEM RAILROAD
(Clinchfield)
And Its Employees Represented By
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

1. Road Switcher assignments, either five, six, or seven days per calendar week, may be made under advertisements which state the terminal, starting time, days of operation, and assignment limits. The advertisements will describe the work to be performed, and such work may be required of the assignment in whatever order it may develop at and/or between the various stations according to the day-to-day service requirements within the stated limits. It is understood that extra and unassigned service may be operated to perform the work described in this paragraph either supplementary to assigned runs or when assigned runs are not required and engineers in such extra or unassigned service will be paid as provided below for each day of such service.

NOTE: Permanent changes of as much as two (2) hours in the regular starting time of a switcher assignment will cause same to be declared a vacancy and will be readvertised. When necessary to change the starting time temporarily, engineers will be given notice thereof at or prior to completion of work on the day prior to such temporary change.

Switchers working in more than one (1) direction out of the home terminal will be confined to a radius of forty (40) miles. Switchers working in only one (1) direction out of the home terminal will be confined to limits of not exceeding sixty (60) miles. Assignment limits will not exceed 125 miles per day. If crews operate within the assignment limits in excess of the miles of the assignment they shall be allowed the mileage actually operated with a minimum of 100. Overtime will be paid when the time on duty exceeds the miles run divided by $12\frac{1}{2}$. Overtime or miles run, whichever is the greater, will be paid. One hundred miles or less, eight hours or less, shall constitute a day's work.

When road switcher assignments are set up to operate within specified limits which exceed 100 miles per day, it is agreed that the limits set forth in the bulletin will be in conformity with the limits the assignment will traverse in the performance of switching duties. This does not mean, however, that the assignment must operate over the entire assigned limits each day, but it is intended that the assignment will operate over the assigned limits with reasonable regularity. The term "reasonable regularity" is intended to mean that service will be required no less than once each week except in case of an unusual condition which would be of a temporary nature.

NOTE: On assignments in more than one (1) direction where the mileage in any one (1) direction does not reach the allowed maximum, mileage may be increased proportionately in the other direction up to but not to exceed sixty (60) miles.

3. Local freight rate as provided by the schedule rules will be paid engineers protecting road switcher assignments operating out of extra board and supply point terminals. When road switchers are terminated at a point other than the extra board and supply point terminals, the five(5) day yard engine rates, as provided by the schedule rules, will apply.

4. (a) Engineers regularly assigned to road switchers will be guaranteed employment or pay in lieu of employment for 100 miles per day for five (5) days out of seven (7) (including legal holidays) exclusive of overtime if they are available and do not lay off of their own accord except for day or days when the mainline is broken through an Act of Providence. Engineers filling vacancies on road switchers through exercise of seniority and extra engineers catching vacancies on road switchers when held for subsequent service, will be included in the guarantee. Such guarantee will be paid at the rate earned on the assignment on the preceding working day.

(b) The provisions of the holiday agreement as set forth in Supplement No. 2 of the Schedule Agreement will apply to all road switcher assignments regardless of the mileage component.

(c) If a road switcher engineer misses a trip on his assignment as a result of having been on duty too long on the same assignment the previous trip, or the starting time of the assignment is advanced under the Note following Section 1 hereof, causing him to miss a trip because of insufficient rest, he will be allowed a minimum day at the applicable road switcher rate. This Section contemplates that an engineer will qualify for the minimum day payment when he misses an assignment as a result of having to take rest under the Hours of Service Law. No payment will be due an engineer whose request for rest causes him to miss his assignment.

5. Road switcher assignments shall have only one terminal and tie-up point--the home terminal.

6. Road switcher engineers will not be tied up or terminated at a point where suitable lodging and meals cannot be procured.

Question: Is the term "suitable lodging and meals" as used in this section intended to mean that a rooming house, boarding house, or company-owned facility may not be used?

Answer: No, however, such room and boarding facilities must be decent, clean and in livable condition; carrier-owned facilities will be kept in good repair. Nothing herein will prevent or prejudice the employee representatives' right to handle a grievance relative

thereto with the carrier representative in the usual manner to a conclusion.

Further it is agreed when a grievance is called to the attention of the Carrier representatives by the employee representatives, the matter will be given immediate attention and handled to a conclusion in an effort to eliminate the cause of the grievance.

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.

This Agreement shall become effective June 1, 1984, and shall remain in effect until changed in accordance with the Railway Labor Act, as amended.

Signed at Jacksonville, Florida, this 22nd day of May, 1984.

FOR THE EMPLOYEES

FOR THE CARRIER

G. L. Miotke
G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers

Ralph Miller
Ralph Miller
Director of Labor Relations

APPROVED:

J. W. Crawford
J. W. Crawford, Vice President
Brotherhood of Locomotive Engineers



500 Water Street
Jacksonville, FL 32202

Labor Relations Department

September 1, 1988

File: E-119-88

Mr. G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
Nevada Street
P. O. Box 520
St. Paul, Virginia 24283

Dear Mr. Miotke:

This confirms our telephone conference with you and Assistant Superintendent C. F. Bailey on August 24, 1988 during which we discussed the potential of acquiring new business from the Hoechst Chemical Company.

In a joint cooperative effort by the Company and the BLE to obtain new business it is agreed that the Spartanburg Road Switcher may be established pursuant to the Road Switcher Agreement with the following exceptions:

1. The mileage limitations in paragraph 2 are waived. The assignment may be advertised to operate 140 miles per day.
2. The engineer assigned to the run will be entitled to pay for 140 miles with overtime after 10 hours.
3. The Spartanburg Road Switcher will be guaranteed 125 miles per day as advertised.
4. All other provisions of the Road Switcher Agreement will apply to the assignment.

This agreement may be cancelled by 30 day notice by either party to the other.

Very truly yours,

G. F. Leif
Director of Labor Relations

AGREED:

G. L. Miotke, General Chairman

232/LROMDR

CRR LABOR AGREEMENT NO. 14

Seaboard Labor Agreement E-011-86

MEMORANDUM AGREEMENT
between
SEABOARD SYSTEM RAILROAD
and its employees
represented by
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(Former CRR)

IT IS AGREED:

There shall be established at Dante, Virginia a road engineers' extra board which shall be subject to the following:

Section 1

(a) The Carrier shall at all times have the right to regulate the extra board. Adjustments will be made on Monday at 12:01 p.m.

(b) Engineers on the extra board will work first-in, first-out and shall remain available for call.

(c) An engineer on the extra board who marks off shall be required to remain off for twelve hours, except that he may be used in an emergency.

(d) An engineer who marks off from the extra board will, when reporting, go back in the position from which he marked off, with the understanding that if the position becomes first out, it will remain that way until the engineer marks up and fills it.

(e) Positions on the extra board may be annulled for one or more days because of a strike, and the guarantee will not be applicable for such days. In the event this should occur, engineers who established seniority prior to the effective date of this agreement will be permitted to exercise displacement rights for such days.

Section 2

(a) An engineer on the extra board shall be guaranteed 100 miles at the without-fireman yard rate of pay for each calendar day on the extra board not used to fill a vacancy, provided:

He has not marked off of his own accord for any reason for a portion of the calendar day involved;

He is not under suspension of service for disciplinary reasons or investigation in connection

He has held himself in readiness for service during the entire calendar day involved.

NOTE: "Marked off of his own accord" is defined to include, but is not limited to vacations, illness, personal injury, brotherhood business, etc.

(b) Guarantee payments shall be considered as compensated service.

(c) When an engineer is not used to fill a vacancy on a calendar day but does deadhead, the number of miles paid for deadheading shall be deducted from his 100-mile guarantee for that calendar day.

(d) Engineers qualifying for compensation under this agreement shall submit regular time tickets marked "guarantee" to the proper officer.

Section 3

The agreement dated December 17, 1982, creating a guaranteed extra board at Dante, Virginia is cancelled.

Section 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.

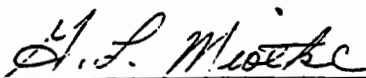
Section 5

This agreement, which shall become effective on January 1, 1986, supersedes any rules or agreements in conflict herewith, and shall remain in effect unless terminated by thirty days' advance written notice by either party to the other.

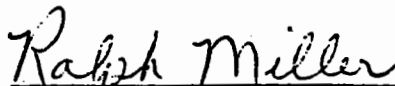
Signed at Jacksonville, Florida, this 17th day of January 1986.

FOR THE EMPLOYEES:

FOR THE CARRIER:



G. L. Miotke, General Chairman
Brotherhood of Locomotive
Engineers



Ralph Miller
Director of Labor Relations

CRR LABOR AGREEMENT NO. 15

AGREEMENT BETWEEN
 THE CHESAPEAKE AND OHIO RAILWAY COMPANY
 CLINCHFIELD RAILROAD COMPANY
 AND THEIR EMPLOYEES REPRESENTED BY
 BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Pursuant to joint notice served by The Chesapeake and Ohio Railway Company and Clinchfield Railroad Company on November 3, 1980, under I.C.C. Finance Docket No. 28905 (Sub. No. 1) and related proceedings, to coordinate certain road operations of the Carriers between Shelby, Kentucky, and Dante, Virginia, and between Erwin, Tennessee, and Shelby, Kentucky, the following is agreed to:

Article I

Upon advance written notice to the respective General Chairmen, effective April 15, 1981, 1981, C&O and CRR freight operations will be coordinated in the hereinabove described territory, identified on Attachment "A", to the extent hereinafter set forth.

Article II

A. Territory between Shelby, Kentucky, and Dante, Virginia, including branches and C&O SV&E Subdivision, will be coordinated C&O-CRR territory. Service in such territory will be protected on a turnaround basis by engineers with home terminal at either Shelby or Dante, allocated between C&O and CRR engineers on the following percentage basis:

C&O	<u>64.78 %</u>
CRR	<u>35.22 %</u>

Note: Percentages are calculated on the basis of total engine hours worked during the 12-month period July 1, 1979, through June 30, 1980.

B. The allocation of assignments on the above percentage basis will be accomplished by giving preference to the assignment of engineers in the number order specified on the Coordinated Order Selection List attached hereto and identified as Attachment "B".

C. Engineers in the mine run shifter pool at Shelby will have the coordinated territory described in Section A above within the limits of their assignment but will not be run beyond Dante, Martin or Paintsville. Coordinated mine run engineers with terminal at Dante (pool, regular and extra) will have the coordinated territory described in Section A above, excluding SV&E Subdivision, within the limits of their assignments but will not be run beyond Shelby or beyond Castle.

D. The equity of C&O and CRR engineers covered by this Article will, to the fullest extent possible, first be obtained on coordinated assignments on their respective home roads. If unable to obtain equity on home road the following will apply:

1. If a CRR engineer is due an allocated assignment on C&O, he will be permitted to displace the junior C&O engineer in the mine run shifter pool at Shelby and hold such turn as long as allocated to CRR.

2. If a C&O engineer is due an allocated assignment on CRR he will be permitted to displace the junior CRR engineer in the mine run pool (or regular assignment if sufficient pool turns are not available) at Dante and hold such turn as long as allocated to C&O.

E. Vacancies on coordinated runs with terminal at Shelby will be protected by the Shelby extra board. Vacancies on coordinated runs with terminal at Dante will be protected by the Dante extra board.

F. Pool and regular mine run engineers in coordinated service at Dante will be entitled to holiday pay if they meet the availability qualifications.

G. Pool and regular mine run engineers in coordinated service at Dante will be allowed overtime on a minute basis after eight hours on duty, without regard to mileage component.

H. Engineers in coordinated mine run service may be used in hours of service relief and/or helper (pusher) service.

~~I. Initially, engineers in coordinated mine run service with terminal at Dante or at Shelby will go on and off duty at the respective yard offices.~~

Article III

A. All straightaway service between Erwin, Tennessee, and Shelby, Kentucky, will be coordinated service, home terminal at Erwin and away from home terminal at Shelby, allocated between C&O and CRR engineers on the following percentage basis:

C&O	<u>5.35</u> %
CRR	<u>94.65</u> %

- Note: Percentages are calculated on the basis of total miles worked during the 12-month period January 1, 1979 through December 31, 1979.

B. The allocation of assignments on the above percentage basis will be accomplished by giving preference to the assignment of engineers in the number order specified on the Coordinated Order Selection List attached hereto and identified as Attachment "C". When the number of assignments in the above service is less than 10, a record will be kept of the total trips operated. Report of this record will be made quarterly to the C&O and CRR Local Chairmen which will include computation of the C&O equity on the basis of 8 miles owed for each trip. When this equity reaches a total of 3600 miles or more, the C&O will be allocated for each 3600 mile equity share a regular assignment, home terminal at Erwin, to be designated by the CRR Local Chairman, which may be held by a C&O engineer for 24 trips.

C. If such equity assignment is not claimed through an exercise of seniority by a C&O engineer within 10 days, the designated equity turn will be forfeited by C&O engineers for the balance of the recovery period and will revert to CRR engineers.

D. In lieu of C&O engineers taking equity as outlined above, by agreement between the C&O and CRR Local Chairmen it may be taken in the Shelby-Dante coordinated operation.

E. A C&O engineer claiming equity in Erwin-Shelby service will assume the assignment at Erwin. Vacancies on C&O equity turns will be protected by the Erwin extra board.

F. C&O and CRR engineers will not be permitted to lay off at Shelby, the away from home terminal.

G. Mileage paid to engineers operating between Erwin and Shelby will be 150.

H. Final terminal delay at Shelby will be computed from the absolute signal governing westward movements over entrance switch at the east end of the yard. Final terminal delay at Erwin will be computed from the main track switch to the yard at the north end of the yard.

I. If a problem develops with respect to availability of lockers at the away from home terminal, the Local Chairman will handle the matter with the Superintendent. Should the issue not be resolved, it will be handled by the General Chairman with the Director of Labor Relations.

Article IV

After the effective date of this Agreement, should substantial changes occur in the pattern of work within the coordinated territory, or partly within and partly beyond the coordinated territory, a meeting, if requested by either signatory General Chairman, will be held with the Carriers for the purpose of determining what effect, if any, such changes have on the equities set forth above. If merited, equities will be adjusted.

Article V

A. Except as provided in this Agreement, engineers in coordinated service will be governed by their home road working agreement. The following will also apply to engineers in coordinated service:

1. CRR engineers working equity turns at Shelby will be permitted to work the same and will be compensated for such work as if they were C&O engineers.

2. C&O engineers working equity turns at Dante will be permitted to work the same and will be compensated for such work as if they were CRR engineers.

3. CRR engineers in turnaround service between Dante and Shelby may be required to perform switching at Shelby in connection with their own train. When such switching in excess of one hour and thirty minutes is performed, such engineers will be allowed five-day

yard rate of pay for the day or trip and overtime will be paid after eight hours on duty.

B. Where the rules of the respective working agreements conflict herewith, the provisions of this Agreement will apply. Rules, or portions thereof, that are not in conflict with this Agreement are preserved.

Article VI

There shall be no restrictions as to "blending or mixing" of C&O and CRR cars on trains in the territory covered by Articles II and III of this Agreement. C&O routed cars, CRR routed cars and/or a train consisting of a combination of C&O and CRR routed cars may be handled within the territory covered by Articles II and III by any C&O or CRR coordinated engineer having rights to operate within or through such territory.

Article VII

This Agreement does not impose any restrictions that do not exist on the effective date of this Agreement on work rights of any other assignments operating within or through the territory covered by this Agreement.

Article VIII

A. While operating on C&O trackage in coordinated service, CRR engineers must be qualified on C&O Operating Rules and while operating on CRR trackage in coordinated service C&O engineers must be qualified on CRR Operating Rules.

B. It is not the intent that engineers having an employment relationship on the effective date of this Agreement lose time for the purpose of attending such rules classes. Engineers should utilize off duty time when possible to attend such rules classes.

C. When no actual time is lost as a result of attending C&O or CRR rules classes in compliance with the provisions of this Article VIII, engineers will be allowed actual time in attendance with a minimum of three (3) hours at the basic applicable through freight rate. When an engineer is ordered to attend a specific rules class and in so doing time is lost, the engineer will be allowed actual time lost.

D. Section C of this Article VIII will remain in effect for two years following the effective date of this Agreement.

Note: This Article VIII will also apply to an engineer in a discharged status who is subsequently returned to service with seniority unimpaired.

Article IX

A. A C&O engineer having an employment relationship on the effective date of this Agreement will not be required to lose time or utilize off-duty time for the purpose of qualifying on physical characteristics of CRR trackage within the coordinated territory, and CRR engineers having an employment relationship on

the effective date of this Agreement will not be required to lose time or utilize off-duty time for the purpose of qualifying on physical characteristics of C&O trackage within the coordinated territory.

B. An unqualified engineer protecting coordinated service will be furnished a qualified engineer pilot.

C. When in the opinion of the supervisory officer an engineer is taking an unreasonable amount of time to qualify, the engineer in question will be required to consult with the supervisory officer and the BLE Local Chairman having jurisdiction for the purpose of identifying and correcting the problem.

D. This Article IX will remain in effect for two years following the effective date of this Agreement and will be applicable to C&O Big Sandy/Lexington-Louisville District and CRR Road Seniority District engineers having an employment relationship on the effective date of this Agreement.

Note: This Article IX will also apply to an engineer in a discharged status who is subsequently returned to service with seniority unimpaired.

Article X

A. The labor protective conditions set forth in the New York Dock Railway Control, Brooklyn Eastern District, 360 I.C.C. 60 (1979) (New York Dock) imposed by the Interstate Commerce Commission in Finance Docket No. 28905 (Sub. No. 1) and related proceedings, and which are attached and made a part hereof as Attachment "D" shall be applicable to both road and yard employees determined to be "displaced employees" or "dismissed employees" as a result of the coordinated road operations as set forth herein.

B. The potential earnings of yard and/or road assignments operating at or out of the home terminals of the crews protecting coordinated service or within a thirty (30) mile radius therefrom, will be posted in \$50.00 increments by the Carriers to be used as a guide for employees to evaluate seniority and compensation. Such information will be only for the guidance of protected employees and will not be construed as a guarantee that any assignment will earn the amounts specified.

Article XI

A. In order that the provisions of the first proviso set forth in Article I, Section 3 of the conditions contained in New York Dock may be properly administered, each employee determined to be a "displaced employee" or a "dismissed employee" as a result of this Agreement who also is otherwise eligible for protective benefits and conditions under some other job security or other protective conditions or arrangements shall, within ten (10) days after having established "displaced" or "dismissed" status under the conditions set forth in New York Dock, elect between the benefits under such other arrangement and this Agreement. This election shall not serve to alter or affect any application of the substantive provisions of Article I, Section 3.

B. In the event an employee fails to make such election within the said ten (10) day period, he shall continue to be entitled to the monetary protective benefits payable under the provisions of such other protective conditions or arrangement, and will not be subject to the monetary protective benefits of this Agreement.

C. There shall be no duplication of monetary protective benefits receivable by an employee under this Agreement and any other agreement or protective arrangement.

D. If, subsequent to the effective date of the consolidation described herein, Carrier officers, supervisory officials or organization representatives exercise seniority rights in road and/or yard service, then, during the period such seniority is exercised, such persons who meet the definitions of "displaced" or "dismissed" employees in the New York Dock Conditions shall be entitled to the same protection afforded employees in road or yard service in which such seniority is exercised. When determining the "average monthly compensation" for such persons, it is understood that:

1. As to "full time" organization representatives, Carrier officers and supervisory officials who do not work in the class or classes in which they hold seniority while holding office, the individual's average monthly compensation for the last twelve (12) months in which he performed service in a class in which he holds seniority will be determined and that amount increased by the percentage equivalent of general wage increases applicable to the class in which he last performed service prior to taking office which have been made effective while he has been serving as "full time" organization representative, Carrier officer or supervisory official.

2. As to other than "full time" organization representatives, their "average monthly compensation" will first be arrived at as provided in Section 1 above. The "average monthly compensation" as thus determined will then be increased by the amount of 1.2 basic days' pay at the rate of service in which engaged at the time the individual laid off for each date on which the individual lost time (or, in the case of an extra man, was laying off) to participate in organization business.

3. The dates, and rate of pay applicable to each, on which the individual lost time (or, in the case of an extra man, was laying off) in order to participate in organization business will be certified by the individual involved and by an officer of his organization and furnished to the designated officer of the Carrier.

E. If, subsequent to the effective date of this Agreement, officials or supervisory personnel exercise seniority rights in the craft or class of employees protected by this Agreement, no employees subject to this Agreement shall be deprived of the protection afforded herein.

Article XII

A. Each "dismissed employee" shall provide the Carrier with the following information for the preceding month in which he is entitled to benefits no later than the tenth day of each month on a form provided by the Carrier:

1. The day(s) claimed by such employee under any unemployment insurance act.

2. The day(s) each such employee worked in other employment, the name and address of the employer and the gross earnings made by the "dismissed employee" in such other employment.

B. In the event an employee referred to in this Article XII is entitled to unemployment benefits under applicable law but forfeits such unemployment benefits under any unemployment insurance law because of failure to file for such unemployment benefits (unless prevented from doing so by sickness or other valid causes) for purposes of the application of Subsection (c) of Section 6 of Attachment "D", he shall be considered the same as if he had filed for, and received, such unemployment benefits.

C. If the employee referred to in this Article XII has nothing to report under this Article XII account not being entitled to benefits under any unemployment insurance law and having no earnings from any other employment, such employee shall submit, within the time period provided for in Section A of this Article XII the appropriate form stating "Nothing to Report."

D. The failure of any employee referred to in this Article XII to provide the information required in this Article XII shall result in the withholding of all protective benefits during the month covered by such information pending Carrier's receipt of such information from the employee.

Article XIII

A. Engineers in coordinated service referred to in Articles II and III will not perform work train service beyond Elkhorn City.

B. Over the road movement of wreck train equipment between Erwin and Shelby will be treated as coordinated service covered by Article III.

Article XIV

This Agreement, together with Attachments "A" through "E" shall constitute the required Agreement as stipulated in Article I, Section 4 of the protective conditions derived from I.C.C. Docket No. 28905 (Sub. No. 1) and related proceedings.

Article XV

The signatory parties are in accord that any inadvertent errors, omissions or inclusions in this Coordination Agreement, including attachments thereto, recognized by both parties as being inconsistent with the purpose and intent of the Agreement, will be corrected, included or deleted as the case may be, to properly reflect the understandings reached through negotiations.

This Agreement shall remain in full force and effect until revised or modified in accordance with the Railway Labor Act, as amended. It is understood that the two signatory General Chairmen will be considered one party and the two Carriers one party.

Signed at Louisville, Kentucky, this 13th day of February, 1981.

FOR THE EMPLOYEES:

FOR THE CARRIERS:

H.H. Andrews
General Chairman - C&O
Brotherhood of Locomotive Engineers

C. J. Schuler
Director of Labor Relations
The Chesapeake and Ohio Railway Company

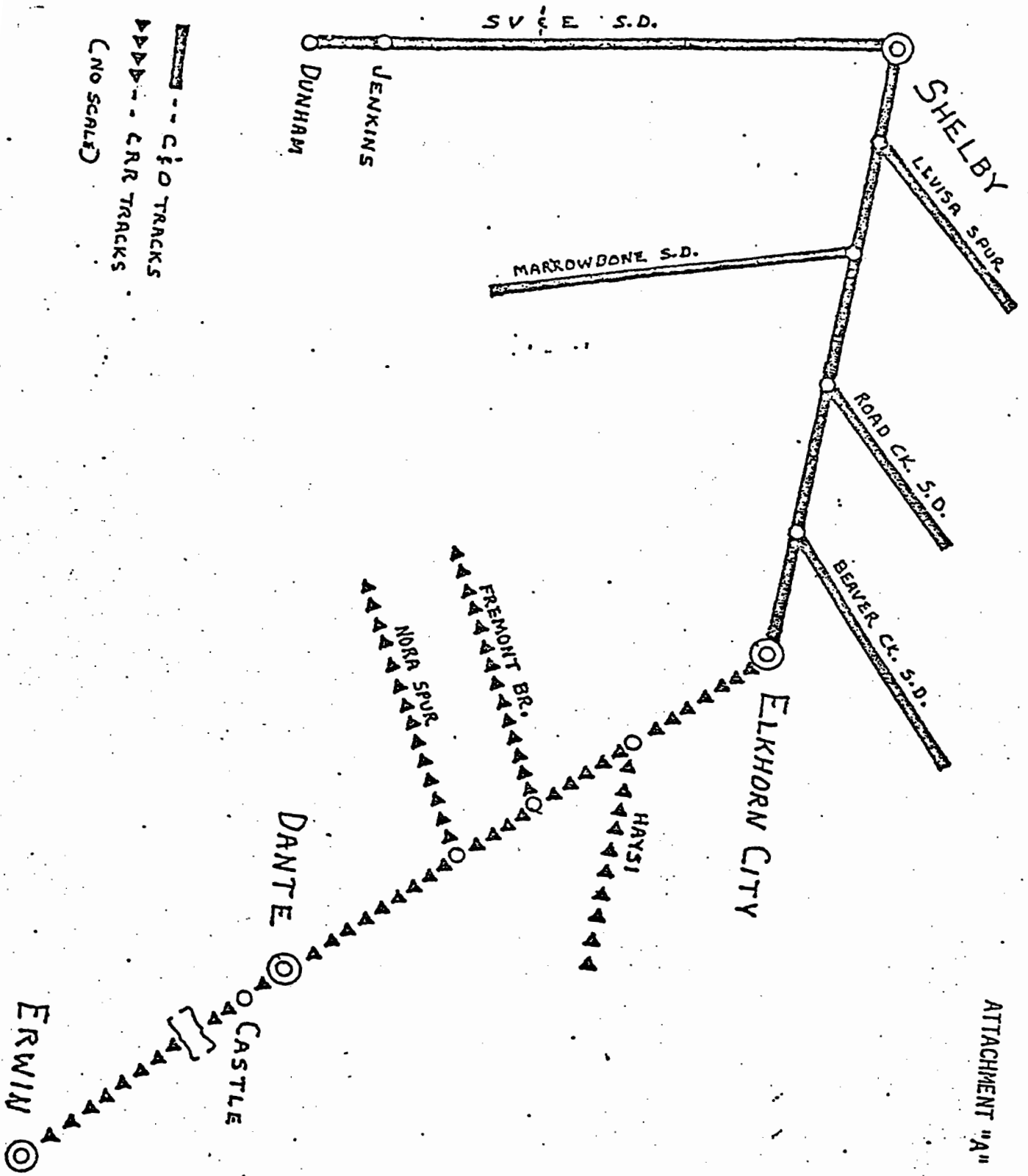
D. P. Salyer
General Chairman - GRR
Brotherhood of Locomotive Engineers

Roy L. Moore
Director of Labor Relations
Cinchfield Railroad Company

APPROVED:

B. B. Curtis
Vice President
Brotherhood of Locomotive Engineers

G. M. Moore
Vice President
Brotherhood of Locomotive Engineers



ATTACHMENT "A"

~~6/28/81~~

Eberly - Darle

attached 15

11/1979
how
re 30, 1980

Clinchfield

Regular hours (miners) = $2717 \times 8 = 21,736 \times 60 = 1,304,160$

O.T. hours (miners) = $3027 \times 60 = 181,620$

O.T. minutes (miners) = 425

Regular hours (pushers) = $63 \times 8 = 504 \times 60 = 30,240$

O.T. hours (pushers) = $132 \times 60 = 7,920$

O.T. minutes (pushers) = 25

1,304,160

181,620

425

30,240

7,920

25

Total Minutes

1,524,390

C + O

Regular hours (mine runs) = $3345 \times 8 = 26,760 \times 60 = 1,605,600$

O.T. hours (mine runs) = $11,594 \times 60 = 695,640$

O.T. minutes (mine runs) = 317

Regular hours (SV + E) = $744 \times 8 = 5952 \times 60 = 357,120$

O.T. hours (SV + E) = $2426 \times 60 = 145,560$

O.T. minutes (SV + E) = 29

1,605,600

695,640

317

357,120

145,560

29

Total Minutes 2,804,266

Total Minutes

CO 2,804,266 = 64.7837 = 64.78%

hfield 1,524,390 = 35.2162 = 35.22%

l 4,328,656 99.9999 100.00%

BLOCKINGCAO 64.78%Clinchfield 35.22%Order

1.	.6478 - (1)	.3522 - 0
2.	1. 2956 - 1	.7044 - (1)
3.	1. 9434 - (2)	1. 0566 - 1
4.	2. 5912 - (3)	1. 4088 - 1
5.	3. 2390 - 3	1. 7610 - (2)
6.	3. 8868 - (4)	2. 1132 - 2
7.	4. 5346 - (5)	2. 4654 - 2
8.	5. 1824 - 5	2. 8176 - (3)
9.	5. 8302 - (6)	3. 1698 - 3
10.	6. 4780 - 6	3. 5220 - (4)
11.	7. 1258 - (7)	3. 8742 - 4
12.	7. 7736 - (8)	4. 2264 - 4
13.	8. 4214 - 8	4. 5786 - (5)
14.	9. 0692 - (9)	4. 9308 - 5
15.	9. 7170 - (10)	5. 2830 - 5
16.	10. 3648 - 10	5. 6352 - (6)
17.	10. 0126 - (11)	5. 9874 - 6
18.	11. 6604 - (12)	6. 3396 - 6
19.	12. 3082 - 12	6. 6918 - (7)
20.	12. 9560 - (13)	7. 0440 - 7
21.	13. 6038 - (14)	7. 3962 - 7
22.	14. 2516 - 14	7. 7484 - (8)
23.	14. 8994 - (15)	8. 1006 - 8
24.	15. 5472 - (16)	8. 4528 - 8
25.	16. 1950 - 16	8. 8050 - (9)

26.	16.8428 - (17)	9.15.2 - 9
27.	17.4906 - 17	9.5094 - (10)
28.	18.1384 - (18)	9.8616 - 10
29.	18.7862 - (19)	10.2138 = 10
30.	19.4340 - 19	10.5660 - (11)
31.	20.0818 - (20)	10.9182 - 11
32.	20.7296 - (21)	11.2704 - 11
33.	21.3774 - 21	11.6226 - (12)
34.	22.0252 - (22)	11.9748 - 12
35.	22.6730 - (23)	12. ³²⁷⁰ 3270 - 12
36.	23.3208 - 23	12.6792 - (13)
37.	23.9686 - (24)	13.0314 - 13
38.	24.6164 - (25)	13.3836 - 13
39.	25.2642 - 25	13.7358 - (14)
40.	25.9120 - (26)	14.0880 - 14

Include SATC =

ORDER OF SELECTION

1.	C&O	1	21.	C&O	14
2.	CRR	1	22.	CRR	8
3.	C&O	2	23.	C&O	15
4.	C&O	3	24.	C&O	16
5.	CRR	2	25.	CRR	9
6.	C&O	4	26.	C&O	17
7.	C&O	5	27.	CRR	10 ✓
8.	CRR	3	28.	C&O	18
9.	C&O	6	29.	C&O	19
10.	CRR	4	30.	CRR	11
11.	C&O	7	31.	C&O	20
12.	C&O	8	32.	C&O	21
13.	CRR	5	33.	CRR	12
14.	C&O	9	34.	C&O	22
15.	C&O	10	35.	C&O	23
16.	CRR	6	36.	CRR	13
17.	C&O	11	37.	C&O	24
18.	C&O	12	38.	C&O	25
19.	CRR	7	39.	CRR	14
20.	C&O	13	40.	C&O	26

C&O 26 position

CRR 14 11

SH LBY - ERWIN ROAD SERVICE
MANIFEST OPERATION

17
12-15
DLE

.. 1, 1979
thru
.. 31, 1979

Clinchfield

Number of Crews operated $765 \times 2 = 1530$
between Erwin and Elkhorn City

Number of Miles Erwin -
Elkhorn City X 134

Total 205,020

C & O

Number of Crews operated
between Russell and Elkhorn
City 362×2 724

Number of Miles Shelby -
Elkhorn City X 16

Total 11,584

Total Crews X Miles

C+O 11,584 = .053480 = .0535

field $\frac{205,020}{216,604}$ = $\frac{.946519}{.999999\%}$ = $\frac{.9465}{1.0000\%}$

BLOCKING

of Jobs
D

C+O (.0535)

Clinchfield (.9465)

1.	.0535 - 0	.9465 - (1)
2.	.1070 - 0	1.8930 - (2)
3.	.1605 - 0	2.8395 - (3)
4.	.2140 - 0	3.7860 - (4)
5.	.2675 - 0	4.7325 - (5)
6.	.3210 - 0	5.6790 - (6)
7.	.3745 - 0	6.6255 - (7)
8.	.4280 - 0	7.5720 - (8)
9.	.4815 - 0	8.5185 - (9)
10.	.5350 - (1)	9.4650 - 9
11.	.5885 - 1	10.4115 - (10)
12.	.6420 - 1	11.3580 - (11)
13.	.6955 - 1	12.3045 - (12)
14.	.7490 - 1	13.2510 - (13)
15.	.8025 - 1	14.1975 - (14)
16.	.8560 - 1	15.1440 - (15)
17.	.9095 - 1	16.0905 - (16)
18.	.9630 - 1	17.0370 - (17)

19.	1, 0165-1	17, 9835 - (18)
20.	1, 0700-1	18, 9300 - (19)
21.	1, 1235-1	19, 8765 - (20)
22.	1, 1770-1	20, 8230 - (21)
23.	1, 2305-1	21, 7695 - (22)
24.	1, 2840-1	22, 7160 - (23)
25.	1, 3375-1	23, 6625 - (24)
26.	1, 3910-1	24, 6090 - (25)
27.	1, 4445-1	25, 5555 - (26)
28.	1, 4980-1	26, 5020 - (27)
29.	1, 5515-(2)	27, 4485 - 27
30.	1, 6050-2	28, 3950 - (28)

ORDER OF SELECTION

1.	CRR	16.	CRR
2.	CRR	17.	CRR
3.	CRR	18.	CRR
4.	CRR	19.	CRR
5.	CRR	20.	CRR
6.	CRR	21.	CRR
7.	CRR	22.	CRR
8.	CRR	23.	CRR
9.	CRR	24.	CRR
10.	C+O	25.	CRR
11.	CRR	26.	CRR
12.	CRR	27.	CRR
13.	CRR	28.	CRR
14.	CRR	29.	C+O
15.	CRR	30.	CRR

APPENDIX III

Labor protective conditions to be imposed in railroad transactions pursuant to 49 U.S.C. 11343 et seq. [formerly sections 5(2) and 5(3) of the Interstate Commerce Act], except for trackage rights and lease proposals which are being considered elsewhere, are as follows:

1. Definitions.-(a) "Transaction" means any action taken pursuant to authorizations of this Commission on which these provisions have been imposed.

(b) "Displaced employee" means an employee of the railroad who, as a result of a transaction is placed in a worse position with respect to his compensation and rules governing his working conditions.

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

(d) "Protective period" means the period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of 6 years therefrom, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employee was in the employ of the railroad prior to the date of his displacement or his dismissal. For purposes of this appendix, an employee's length of service shall be determined in accordance with the provisions of section 7(b) of the Washington Job Protection Agreement of May 1936.

2. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of the railroad's employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.

3. Nothing in this Appendix shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided, that if an employee otherwise is eligible for protection under both this Appendix and some other job security or other protective conditions or arrangements, he shall elect between the benefits under this Appendix and similar benefits under such other arrangement and, for so long as he continues to receive such benefits under the provisions which he so elects, he shall not be entitled to the same type of benefit under the provisions which he does not so elect; provided further, that the benefits under this Appendix, or any other arrangement, shall be construed to include the conditions,

which such employee is entitled to protection under the arrangement which he so elects, he may then be entitled to protection under the other arrangement for the remainder, if any, of this protective period under that arrangement.

4. Notice and Agreement or Decision - (a) Each railroad contemplating a transaction which is subject to these conditions and may cause the dismissal or displacement of any employees, or rearrangement of forces, shall give at least ninety (90) days written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of the railroad and by sending registered mail notice to the representatives of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be affected by such transaction, including an estimate of the number of employees of each class affected by the intended changes. Prior to consummation the parties shall negotiate in the following manner.

Within five (5) days from the date of receipt of notice, at the request of either the railroad or representatives of such interested employees, a place shall be selected to hold negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this appendix, and these negotiations shall commence immediately thereafter and continue for at least thirty (30) days. Each transaction which may result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces from all employees involved on a basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this section 4. If at the end of thirty (30) days there is a failure to agree, either party to the dispute may submit it for adjustment in accordance with the following procedures:

(1) Within five (5) days from the request for arbitration the parties shall select a neutral referee and in the event they are unable to agree within said five (5) days upon the selection of said referee then the National Mediation Board shall immediately appoint a referee.

(2) No later than twenty (20) days after a referee has been designated a hearing on the dispute shall commence.

(3) The decision of the referee shall be final, binding and conclusive and shall be rendered within thirty (30) days from the commencement of the hearing of the dispute.

(4) The salary and expenses of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(b) No change in operations, services, facilities, or equipment shall occur until after an agreement is reached or the decision of a referee has been rendered.

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

Each displaced employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of his displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period), and provided further, that such allowance shall also be adjusted to reflect subsequent general wage increases.

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

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

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for justifiable cause.

6. Dismissal allowance. - (a) A dismissed employee shall be paid monthly dismissal allowance, on the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall also be adjusted to reflect subsequent general wage increases.

(b) The dismissal allowance of any dismissed employee who returns to service with the railroad shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of section 5.

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

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

7. Separation allowance. - A dismissed employee entitled to protection under this appendix, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this appendix) accept a lump sum payment computed in accordance with section 9 of the Washington Job Protection Agreement of May 1936.

8. Fringe benefits. - No employee of the railroad who is affected by a transaction shall be deprived, during his protection period, of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, reliefs, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the railroad, in active or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

9. Moving expenses.-Any employee retained in the service of the railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction, and who within his protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects for the traveling expenses of himself and members of his family, including living expenses for himself and his family and for his own actual wage loss, not exceed 3 working days, the exact extent of the responsibility of the railroad during the time necessary for such transfer and for reasonable time thereafter and the ways and means of transportation to be agreed upon in advance by the railroad and the affected employee or his representatives; provided, however, that changes in place of residence which are not a result of the transaction, shall not be considered to be within the purview of this section; provided further, that the railroad shall, to the same extent provided above, assume the expenses, et cetera, for any employee furloughed with three (3) years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claim for reimbursement shall be paid under the provision of this section unless such claim is presented to railroad with 90 days after the date on which the expenses were incurred.

10. Should the railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employee of benefits to which he otherwise would have become entitled under this appendix, this appendix will apply to such employee.

11. Arbitration of disputes.- (a) In the event the railroad and its employees or their authorized representatives cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this appendix, except section 4 and 12 of this article I, within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or the highest officer designated by the railroads, as the case may be, shall be deemed the selected member and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree to a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding, upon the parties.

(b) In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the railroad will be entitled to appoint additional representatives so as to equal the number of labor organization representatives.

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

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

(e) In the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the railroad's burden to prove that factors other than a transaction affected the employee.

12. Losses from home removal. - (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the railroad (or who is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment within his protective period as a result of the transaction and is therefore required to move his place of residence:

(i) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by the railroad for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the date of the transaction so as to be unaffected thereby. The railroad shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other person.

(ii) If the employee is under a contract to purchase his home, the railroad shall protect him against loss to the extent of the fair value of equity he may have in the home and in addition shall relieve him from any further obligation under his contract.

(iii) If the employee holds an unexpired lease of a dwelling occupied by him as his home, the railroad shall protect him from all loss and cost in securing the cancellation of said lease.

b) Changes in place of residence which are not the result of a transaction shall not be considered to be within the purview of this section.

(c) No claim for loss shall be paid under the provisions of this section unless such claim is presented to the railroad within 1 year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or their representatives and the railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner. One to be selected by the representatives of the employees and one by the railroad, and these two, if unable to agree within 30 days upon a valuation, shall endeavor by agreement within 10 days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the National Mediation Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

ARTICLE II

1. Any employee who is terminated or furloughed as a result of a transaction shall, if he so requests, be granted priority of employment or reemployment to fill a position comparable to that which he held when his employment was terminated or he was furloughed, even though in a different craft or class, on the railroad which he is, or by training or retraining physically and mentally can become, qualified, not, however, in contravention of collective bargaining agreements relating thereto.

2. In the event such training or retraining is requested by such employee, the railroad shall provide for such training or retraining at no cost to the employee.

3. If such a terminated or furloughed employee who had made a request under section 1 or 2 of the article II fails without good cause within 10 calendar days to accept an offer of a position comparable to that which he held when terminated or furloughed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such 10-day period, forfeit all rights and benefits under this appendix.

ARTICLE III

Subject to this appendix, as if employees of railroad, shall be employees, if affected by a transaction, of separately incorporated terminal companies which are owned (in whole or in part) or used by railroad and employees of any other enterprise within the definition of common carrier by railroad in section 1(3) of part I of the Interstate Commerce Act, as amended, in which railroad has an interest, to which railroad provides facilities, or with which railroad contracts for use of facilities, or the facilities of which railroad otherwise uses; except that the provisions of this appendix shall be suspended with respect to each such employee until and unless he applies for employment with each owning carrier and each using carrier; provided that said carriers shall establish one convenient central location for each terminal or other enterprise for receipt of one such application which will be effective as to all said carriers and railroad shall notify such employees of this requirement and of the location for receipt of the application. Such employees shall not be entitled to any of the benefits of this appendix in the case of failure, without good cause, to accept comparable employment, which does not require a change in place of residence, under the same conditions as apply to other employees under this appendix, with any carrier for which application for employment has been made in accordance with this section.

ARTICLE IV

Employees of the railroad who are not represented by a labor organization shall be afforded substantially the same level of protection as are afforded to members of labor organizations under these terms and conditions.

In the event any dispute or controversy arises between the railroad and an employee not represented by a labor organization with respect to the interpretation, application or enforcement of any provision hereof which cannot be settled by the parties within 30 days after the dispute arises, either party may refer the dispute to arbitration.

ARTICLE V

1. It is the intent of this appendix to provide employee protections which are not less than the benefits established under 49 USC 11347 before February 5, 1976, and under section 565 of title 45. In so doing, changes in wording and organization from arrangements earlier developed under those sections have been necessary to make such benefits applicable to transactions as defined in article 1 of this appendix. In making such changes, it is not the intent of this appendix to diminish such benefits. Thus, the terms of this appendix are to be resolved in favor of this intent to provide employee protections and benefits no less than those established under 49 USC 11347 before February 5, 1976 and under section 565 of title 45.

2. In the event any provision of this appendix is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this appendix shall not be affected.

THE FOLLOWING QUESTIONS AND ANSWERS CONSTITUTE AGREED-UPON INTERPRETATIONS OF AGREEMENT COVERING COORDINATION OF C&O AND CRR OPERATIONS BETWEEN SHELBY, KENTUCKY, AND ERWIN, TENNESSEE.

1. Q. Must a "Displaced employee" exercise his seniority to an equal or higher-paying job to which he would be entitled in order to qualify for displacement allowance?

A. Not necessarily. However, a "Displaced employee" failing to do so will be treated for purposes of the guarantee as occupying an available higher paying position, subject to application of the one-for-one principle as set forth in Question and Answer 4.

2. Q. Is a C&O or CRR employee hired after the effective date of the coordination agreement eligible for protection under this agreement under any circumstances?

A. Yes, provided subsequent action taken by the carriers, pursuant to authorization in F.D. 28905, results in such employee attaining status as a "Displaced Employee" or a "Dismissed Employee".

3. Q. Assuming the coordination of operations covered by this agreement is effective March 1, 1981. An employee attains status as a "Displaced Employee", as a result of the coordination on March 1, 1982. When does his protection expire?

A. Six (6) years from the month in which such employee is determined to be a "Displaced Employee". However, the protective period for any particular employee shall not continue for a longer period following the date he was "displaced" or "dismissed" than the period during which such employee was in the employ of the railroad prior to the date of his "displacement" or his "dismissal".

4. Q. A job is available to more than one protected employee with higher posted earnings than any of their guarantees. Will the earnings of the higher, posted assignment be charged against the guarantees of all such employees?

A. No more than one protected employee will be treated at any one time as occupying a higher rated position held by a junior man. That is to say, the senior employee who is not earning his guarantee will be treated as occupying the position producing the highest earnings; the second such senior employee will be treated as occupying the position producing the second highest earnings, and so forth.

5. Q. An employee performs service as Extra Yardmaster, both prior to and subsequent to the effective date of the coordination. How will such service be computed?

A. (1) Such service and time prior to the coordination shall be included in the test-period computations.

(2) Compensation for such service and time paid for subsequent to the coordination shall be applied against the test-period guarantee.

6. Q. Is it necessary that an employee be displaced from his assignment or position in order to establish eligibility for protective benefits under Attachment "D"? — ^{94D}

A. No, provided it can be shown that as a result of the involved "Transaction" such employee "is placed in a worse position with respect to his compensation".

7. Q. An employee with a guarantee of \$1,900 per month fails to exercise seniority to obtain a position with posted earnings of \$1,900-\$1,950. In a particular month, he earns \$1,850. What payment, if any, would be due?

A. None, subject to the one-for-one principle - See Q. and A. No. 4.

8. Q. Employee Jones' guarantee is \$1,800 per month, and he claims a job with posted earnings of \$1,800-\$1,850 per month. A junior employee, Smith, has guarantee of \$1,700 per month and claims a job with posted earnings of \$1,850-\$1,900 a month. In a month, Jones has earnings of \$1,750 and Smith earns \$1,875 in the same month. Can the job to which Smith is assigned be charged against Jones?

A. No. Jones fulfilled his obligation by exercising seniority to an assignment with posted earnings equal to or exceeding his guarantee. Provided Jones met all other requirements, he will be due \$50.

EXAMPLES

Jones is senior to Smith and their respective test period monthly components are as follows:

(Jones)	Monthly earnings, average	\$1,600.00
	Monthly hours average	200 hours
	Monthly average hourly rate	\$ 8.00
(Smith)	Monthly earnings, average	\$1,550.00
	Monthly hours average	190 hours
	Monthly average hourly rate	\$ 8.16

9. Q. Jones was available for service the entire month and worked 210 hours and earned \$1,680. What compensation would be due Jones?

A. The \$1,680 he earned.

10. Q. Jones was available for service the entire month and worked 190 hours and earned \$1,575. What compensation would be due Jones?

A. His earnings of \$1,575 plus \$25, or \$1,600, the amount of his monthly earnings guarantee.

11. Q. Jones marked off two (2) days (his assignment worked 8 hours on each of the two days) during the month and worked 190 hours and earned \$1,575. What compensation is due Jones?

A. He is only due \$1,575, his actual earnings, as he was not available for service equivalent to his base period of 200 hours; hence, 200 hours minus 190 hours leaves 10; 10 hours times his \$3 hourly rate equals \$30, which amount is deductible from the \$1,600 monthly guarantee.

12. Q. Jones marked off two (2) days (his assignment worked 8 hours on each of the two (2) days) during the month and worked 195 hours and earned \$1,550. What compensation would be due?

A. His earnings of \$1,550 plus \$10, or \$1,560 calculated as follows: \$1,550 plus \$50 minus \$40 (200 hours minus 195 hours equals 5 hours times \$8 equals \$40 to be deducted.)

13. Q. Jones marked off two (2) days during the month and worked 170 hours and earned \$1,500. What compensation is due?

A. \$1,500 as the calculation of his monthly guarantee, with deductions for two days' absence, resulted in less than his actual earnings, i.e., 16 hours (hours his assignment worked on the two off days) times \$8 equals \$128. \$1,600 minus \$128 equals \$1,472.

14. Q. Jones, during the month, earned \$1,555 while during the same period Smith earned \$1,595. In the premise that they met the necessary requirements for the full guarantee allowances, could the earnings of Smith be used against the claim of Jones for \$45?

A. No, provided Jones had exercised seniority according to the bulletin listing average job earnings. If Jones did not exercise seniority to the position held by Smith in accordance with bulletin listing the average job earnings he would only be entitled to \$5 under his guarantee.

15. Q. Jones worked his average monthly hours (200), but in such period did not earn his average monthly compensation. During the month Jones marked off for two days. May the Carrier make deduction for the days Jones was off?

A. No deduction would be made as Jones worked his average monthly hours during the month.

16. Q. A job is advertised and the potential earnings are not posted. Jones is the successful bidder and earns \$1,550 during the month. Could the earnings of any assignment with either higher or lower earnings be charged against Jones?

A. No, since the potential earnings of the job were not posted Jones would be entitled to \$1,550 plus \$50, or \$1,600, the amount of his monthly earnings guarantee, provided he met all other requirements. When the potential earnings of the job are posted, Jones would then be expected to place himself on a higher-paying position, in accordance with normal bidding or displacement rules at his first opportunity, subject to principles outlined in Q. and A. No. 1.

17. Q. May an employee called and used as an emergency conductor or engineer, as the case may be, be charged with a loss of earnings on his regular assignment or with higher posted earnings on other assignments account of being so used?

A. No, as he is protecting his seniority as conductor or engineer in accordance with the requirements of the applicable Agreement.

18. Q. How is vacation pay treated in computing guarantees under this Agreement?

A. Hours and compensation for days on vacation during a calendar month are treated, for the purposes of the guarantee, the same as any other compensation and hours creditable to that month. Thus, if a vacation falls entirely within one month, the compensation and hours shall be treated as all other compensation and hours creditable to that month. However, when a vacation commences in one month and ends in another, the vacation compensation and hours will be proportioned between the months in accordance with the number of vacation days falling in each month.

19. Q. In computing monthly guarantees, may a protected employee be charged with voluntary absence when directed or summoned by the Company to attend investigation, court, rules classes, etc.?

A. No, provided such loss of time is necessary in order to reasonably comply with such directive or instructions.

20. Q. If an employee elects to accept the protective conditions of this Agreement (Attachment "D") while otherwise eligible for protection under a former protective arrangement or agreement, will such employee resume protection under the former agreement at the expiration of the protective period under this Agreement?

A. Yes, provided protection under the former agreement has not been exhausted or expired.

21. Q. What is the meaning of "change in residence"?

A. A "change in residence" as referred to in Section 5(b) and 6(d) of Attachment "D" shall only be considered "required" if the reporting point of the employee would be more than thirty (30) normal highway miles, via the most direct route, from the employee's point of employment at the time affected, and the normal reporting point is farther from the employee's residence than his former point of employment.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY
CLINCHFIELD RAILROAD COMPANY

March 27, 1981

File: 167-2-73 (BRAC)

TO CLERICAL EMPLOYEES:

Roster of West Virginia Division District No. 6, C&O
Road District Seniority Roster, CRR

Pursuant to the provisions of Memorandum Agreement signed by the parties on March 9, 1981 (copy of which is attached for your information), please be advised that effective April 15, 1981 certain clerical functions performed for C&O by employees located on the roster of West Virginia Division District Roster District No. 6 at Shelby, Kentucky; and for CRR by employees located on the Road District Roster at Elkhorn City, Kentucky, will be transferred and coordinated.

As provided in Section 3(b) of the attached Agreement, the following positions, presently located on the Road District Roster, CRR, at Elkhorn City, Kentucky, will be transferred to the roster of West Virginia Division District No. 6, C&O, at Shelby, Kentucky, retitled and/or ~~permitted~~ ^{termed} as indicated:

<u>Road District Roster, CRR</u>		<u>West Virginia Division District No. 6, C&O</u>			
<u>Title</u>	<u>Rate (Excl. COLA)</u>	<u>Title</u>	<u>Pos. No.</u>	<u>Rate (Excl. COLA)</u>	
Agent-Clerk	\$77.931 Day	Operator-Clerk	N -14	\$76.49	Day
Operator-Clerk	74.940 Day	Operator-Clerk	N -15	76.49	Day
Operator-Clerk	74.940 Day	Operator-Clerk	N -16	76.49	Day
Operator-Clerk	70.940 Day	Yard Clerk	N -17	74.31	Day
Clerk	73.916 Day	Yard Clerk	N -18	74.31	Day
Relief Operator-Clerk	Various	Yard Clerk	N -19	74.31	Day
Relief Operator Clerk	Various	Relief Clerk	N -20	Various	
Relief Clerk	Various	Relief Clerk	N -21	Various	

In accordance with the application of Section 9 of the attached Agreement, representatives of the Carriers and the Brotherhood of Railway, Airline and Steamship Clerks will contact employees involved to obtain their election in this matter, such to be effective on April 15, 1981. These meetings will commence during the week of April 6, 1981. If you are affected, i.e., your position is transferred, or you are displaced, you must, at the time contacted, advise of your election in this matter. If you expect to be absent for some reason during the week of April 6, 1981, you must advise your supervisor of the telephone number and address at which you can be contacted. Failure to do this may result in your being assigned a position.

cc:

Mr. R. F. Malcolm, General Chairman
Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express and Station Employees
101 East Franklin Street, Suite 800
Richmond, Virginia 23219

B. J. Mason
Director Labor Relations
The Chesapeake and Ohio Railway Company

Ralph Miller
Director Labor Relations
Clinchfield Railroad Company

Mr. L. E. Boshier, General Chairman
Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express and Station Employees
5885 Richard Street
Jacksonville, Florida 32216

NOTICE

ALL CONCERNED
DANTE YARD
TRAIN AND ENGINE SERVICE

DANTE YARD, VA.
OCTOBER 20, 1981

EFFECTIVE 2:00 P. M. OCT. 20, 1981 C&O HAS 24 POOL ASSIGNMENTS IN
THE SHELBY POOL AT SHELBY, KY.

ACCORDING TO THE ORDER SELECTION LIST IN COORDINATED TERRITORY, CRR
IS DUE TWO ASSIGNMENTS AT SHELBY, FOR BOTH TRAIN AND ENGINE SERVICE.


R. V. THOMAS, ASST. SUPT.

CC: MR. W. H. FROST, ASST. SUPT.
CHESSIE SYSTEM
SHELBIANA, KY.

MR. G. E. BROTHERTON, GC
UNITED TRANSPORTATION UNION
ERWIN, TENN.

MR. G. L. MIOTKE, GC
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
DANTE, VA.


July 14, 1981
Erwin, Tennessee

Mr. R. V. Thomas
Mr. T. B. Maxfield

Note attached from Mr. Ralph Miller, Director of Labor Relations, in regard to C&O Engineers being covered by Rule 20 of C&O Engineers Agreement, covering lunch period, when occupying an equity assignment with Home Terminal at Dante, Va.

If an when C&O engineers occupy equity assignments at Dante, this portion of their agreement will be applicable and must be complied with.

Evidently this is an exception to Article V, paragraph 2 of CSX Agreement.



B. E. Tipton,
Office TM

bet

cy Mr. R. Miller
Mr. T. O'Brien
Mr. S. Collis

Erwin, TN, July 10, 1981

File: Engineers

Mr. T. O'Brien:

Attached is copy of letter dated June 19, 1981, from Director of Labor Relations Schuler, C&O, to their BLE General Chairman, concerning commitment that when a C&O engineer is occupying an equity assignment with home terminal at Dante he will be covered by their Rule 20 of the C&O Engineers' agreement, covering lunch period, which is quoted in the blind note.

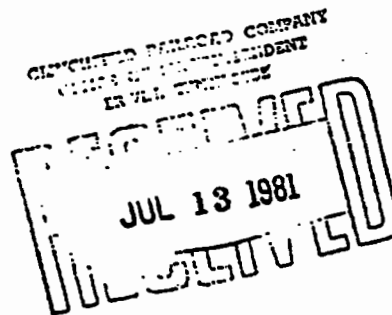
Please arrange for application when appropriate.

Ralph Miller

Ralph Miller
Director of Labor Relations

RM: sb

Attachment



June 19, 1981

File: 167-2.82

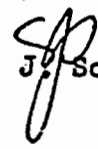
Mr. H. E. Andrews, General Chairman
Brotherhood of Locomotive Engineers
1700 Temple Street
Hinton, West Virginia 25951

Dear Sir:

This refers to the agreement signed February 13, 1981 covering coordination of certain C&O and CRB road operations between Shelby, Kentucky and Dante, Virginia.

This is to confirm our commitment to you that a C&O engineer who occupies an equity assignment with home terminal at Dante under Article II-D-2 of the coordination agreement will be covered by Rule 20 of the C&O Engineers' Agreement while holding such assignment.

Very truly yours,


C. J. Schuler

cc: Mr. E. B. Curtis, Vice President
Brotherhood of Locomotive Engineers
1912 LeSeur Road
Richmond, Virginia 23229

Mr. C. M. Moore, Vice President
Brotherhood of Locomotive Engineers
3563 Fort Meade Road - Apt. 523
Laurel, Maryland 20810

Mr. H. H. Andrews

June 19, 1981

Page Two

File: 167-2.82

bc: Mr. Ralph Miller
Director of Labor Relations
Clinchfield Railroad Company
500 Water Street
Jacksonville, Florida 32202

Rule 20 of the C&O Engineers' Agreement, which applies to yard and mine run shifter engineers, reads as follows:

"Rule 20. (a) Yard crews will be allowed twenty (20) minutes for lunch between four and one-half ($4\frac{1}{2}$) and six (6) hours after starting work without deduction in pay.

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

(c) 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.

Note.— The lunch period must be given and completed within four and one-half ($4\frac{1}{2}$) hours and six hours. When an engineer is not given time for lunch as stipulated in lunch time provision, he will be paid twenty minutes in addition to all time earned on assignment. Under paragraphs (a) and (b), engineers will be entitled to the second lunch period six hours after completing the first lunch period. In either case, engineers will not be worked longer than six (6) hours without being given opportunity to eat. Paragraphs (a) and (b) and this Note apply to all yard, transfer and shifter service. When the first twenty minutes is paid for as provided above, it will be paid at pro rata rate. When the second twenty minutes is paid for, as provided above, it will be paid for at time and one-half time rate."

Mr. F. P. Barrick, Jr.

Mr. J. H. Baker



C. J. S.

TEM

Did you call a C&O man to pilot a C&O crew Elkhorn to Dante with men available on the Dante board? If ~~so~~ it is a practice that must not be done.

RVT 10/23/81

RVT

One day last week C&O were going to reun crew to Dante, I had 4 extra Engrs at time but needed them to reun Dante Crews with. I told C&O Trainmaster I would not have any avl Engrs. He said he would use one of his men that was qualified for the pilot and came to Towers. It was my understanding that we could use Pilot Service from either road in coordinated territory for pilot service.

TEM 10-26-81

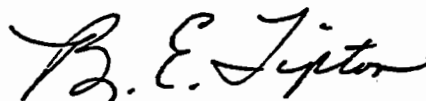
July 14, 1981
Erwin, Tennessee

Mr. R. V. Thomas
Mr. T. B. Maxfield

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B. E. Tipton,
Office TM

bet

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Mr. T. O'Brien
Mr. S. Collis

Erwin, TN, July 10, 1981

File: Engineers

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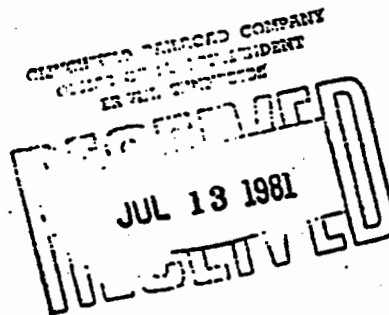
Please arrange for application when appropriate.

Ralph Miller

Ralph Miller
Director of Labor Relations

RM:sb

Attachment



June 19, 1981

File: 157-2.82

Mr. H. H. Andrews, General Chairman
Brotherhood of Locomotive Engineers
1700 Temple Street
Hinton, West Virginia 25951

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Mr. H. H. Andrews

June 19, 1981

Page Two

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

(c) 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.

Note.— The lunch period must be given and completed within four and one-half ($4\frac{1}{2}$) hours and six hours. When an engineer is not given time for lunch as stipulated in lunch time provision, he will be paid twenty minutes in addition to all time earned on assignment. Under paragraphs (a) and (b), engineers will be entitled to the second lunch period six hours after completing the first lunch period. In either case, engineers will not be worked longer than six (6) hours without being given opportunity to eat. Paragraphs (a) and (b) and this Note apply to all yard, transfer and shifter service. When the first twenty minutes is paid for as provided above, it will be paid at pro rata rate. When the second twenty minutes is paid for, as provided above, it will be paid for at time and one-half time rate."

Mr. F. P. Barrick, Jr.

Mr. J. H. Baker



J. S.
C. J. S.

CRR LABOR AGREEMENT NO. 16

EX-117
copy

Loyall
Agreement

AGREEMENT
between
SEABOARD SYSTEM RAILROAD
(Former L&N and CRR)
and its employees
represented by
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Pursuant to notice served by Seaboard System Railroad (former Louisville and Nashville Railroad (L&N) and Clinchfield Railroad (CRR)) on April 23, 1984, under Interstate Commerce Commission Finance Dockets 29916 and 30053, to coordinate operations between Loyall, Kentucky, and Erwin, Tennessee, with exercise of trackage rights over Southern Railway between Big Stone Gap (Appalachia), Virginia, and Frisco, Tennessee (Interstate Commerce Commission Finance Docket 30389), the following is agreed to:

ARTICLE I

Upon ten days' advance written notice to the General Chairmen, with copies posted on bulletin boards accessible to employees concerned, road freight operations between Loyall, Kentucky, and Erwin, Tennessee (including territory between Big Stone Gap (Appalachia), Virginia, and Norton, Virginia, and all branch lines between Loyall, Kentucky, and Norton, Virginia) including use of trackage rights over Southern Railway between Big Stone Gap (Appalachia), Virginia, and Frisco, Tennessee (identified on Attachment A) will be coordinated. L&N and CRR engineers will work in the coordinated service as hereinafter set forth.

ARTICLE II

(a) Straightaway through freight service in the coordinated territory will be protected by L&N District and CRR District engineers assigned to a common coordinated pool. Positions in the coordinated pool will be allocated on the following percentage basis:

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ARTICLE II

(a) Straightaway through freight service in the coordinated territory will be protected by L&N District and CRR District engineers assigned to a common coordinated pool. Positions in the coordinated pool will be allocated on the following percentage basis:

L&N District	52.38%
CRR District	47.62%

Note: These percentages are based on straightaway mileage of the respective districts.

(b) The allocation of assignments on the above percentage basis will be accomplished by giving preference to the assignment of engineers in the coordinated pool in the number order specified on the Coordinated Order Selection List attached hereto and identified as Attachment B. Positions in the coordinated pool will be advertised in accordance with applicable schedule rules.

(c) A record will be kept of the actual mileage made by CRR engineers on the Pennington Branch and in the territory between Appalachia and Norton. Report of this record will be made quarterly to the L&N and CRR Local Chairmen. When such mileage accumulates to 3700 miles or more, one position will be advertised to L&N District engineers in the CRR Coordinated Pool at Erwin. The General Chairman will notify the Director of Labor Relations in writing advising when the assignment will be advertised from one district to the other. If such position is not claimed or bid in within ten days by an L&N District engineer, the equity will be forfeited for the balance of the recovery period and will revert to CRR engineers.

ARTICLE III

(a) Initially, two positions will be established in the coordinated pool. The first position will be advertised to L&N District engineers, and the second position will be advertised to CRR District engineers. Subsequent adjustments will be made in such manner to keep the average mileage, or equivalent thereof, between 3100 and 3700 miles per month. Such adjustments will be made pursuant to the Order Selection List (Attachment B).

(b) Loyall will be the home terminal and Erwin the away-from-home terminal for L&N District engineers assigned to coordinated pool service. Erwin will be the home terminal and Loyall the away-from-home terminal for CRR District engineers assigned to coordinated pool service.

ARTICLE IV

(a) Except as provided in Side Letter No. 1 attached hereto and made a part hereof, L&N and CRR engineers protecting service in the common coordinated pool will be governed by applicable L&N/BLE working agreements, including provisions of Article III of Memorandum Agreement of August 13, 1984 (copy attached) and representation as to working conditions.

(b) It is understood that this Article is without precedent or prejudice to the position of any party signatory hereto, and will not be referred to as a precedent in the future.

ARTICLE V

(a) Engineers of either of the seniority districts involved in the coordinated straightaway service covered by this Agreement may be required to perform such service throughout the coordinated territory in accordance with applicable schedule agreements in the same manner as though such coordinated territory were included within their original seniority district.

(b) Engineers performing coordinated service may be required to report and be relieved at designated points in the coordinated territory provided such points meet the requirements of applicable schedule agreements, interpretations and practices thereunder.

ARTICLE VI

There shall be no restriction as to "blending or mixing" of Seaboard-routed cars in the territory covered by this Agreement. Cars routed over any of the Seaboard lines and/or trains consisting of a combination of cars routed over any of the Seaboard lines may be handled within the territory covered by this Agreement by any Seaboard crew having rights to operate within or through such territory.

ARTICLE VII

(a) An engineer in coordinated service tied up under the Hours of Service Law will be relieved by another coordinated pool engineer, if available. Carrier will have the option of determining the terminal from which the relief engineer will be called. If no coordinated pool engineer is available at that terminal, an extra engineer from that terminal will be used. The mileage earned by extra engineers under this provision will be counted as coordinated pool mileage.

(b) L&N District engineers arriving Erwin, Tennessee, in coordinated service will stand for call ahead of any CRR engineers following their rest period, and CRR District engineers arriving Loyall, Kentucky in coordinated service will stand for call ahead of any L&N engineers following their rest period.

ARTICLE VIII

(a) CRR engineers having an employment relationship on the effective date of this Agreement will not be required to lose time or utilize off-duty time for the purpose of qualifying on physical characteristics of L&N and Southern trackage within

the coordinated territory and L&N engineers having an employment relationship on the effective date of this Agreement will not be required to lose time or utilize off-duty time for the purpose of qualifying on physical characteristics of CRR and Southern trackage.

(b) Unqualified CRR and L&N engineers will be furnished a qualified engineer-pilot.

Note: This Article VIII will also apply to an engineer in a discharged status who is subsequently returned to service with seniority unimpaired.

ARTICLE IX

This Agreement does not impose any restrictions that do not exist on the effective date of this Agreement on work rights of any other assignment operating within or through the territory covered by this Agreement.

ARTICLE X

(a) Initially, helper service required for trains operating in coordinated service between Loyall and Erwin, and for trains operating in non-coordinated service between Loyall and St. Paul, will be protected by an extra engineer called from the Engineers' Extra Board at Loyall. When, in any given work-week (Monday through Sunday) five helper trips are operated from Loyall, an Engineers' Helper Pool consisting of one L&N engineer will be established at Loyall. The same guideline will apply to adding additional engineers to the helper pool.

(b) It is understood that the limits for helper service operated pursuant to paragraph (a) above will be between Loyall and Frisco and/or between Loyall and Norton.

(c) Helper service operated in CRR territory between Erwin and Frisco will continue to be protected by CRR engineers under applicable CRR/BLE schedule rules.

(d) Article II, Paragraphs 5, 6 and 8, of the August 13, 1984 Memorandum Agreement (copy attached as Attachment C) shall apply to engineers assigned to Helper Pool Service.

Note: Nothing herein shall be construed as restricting the Carrier's right to establish assigned helper service.

ARTICLE XI

The governing points for Final Terminal Delay for engineers in coordinated pool service shall be:

Loyall, Kentucky - 610 feet south of Milepost WH-241

Erwin, Tennessee - Milepost 132.6+ (Booth Crossing)

ARTICLE XII

(a) When an engineer in coordinated pool service is required to report or is relieved at a point other than the on- and off-duty points fixed for the service, the Carrier shall authorize and provide suitable transportation for such engineer.

Note: Suitable transportation includes Carrier-owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

(b) Adequate locker, wash, toilet room and shower facilities will be provided and properly maintained in a clean and sanitary condition at the principal on- and off-duty points in the coordinated territory.

(c) The washroom facilities will have hot and cold running water with soap and paper towels provided.

(d) The facility shall be adequately lighted, heated and ventilated.

(e) Lockers of 18" x 21" x 72" dimensions will be provided in sufficient quantity so that each regular employee will have his own locker and extra men will have lockers available for their use.

(f) Should a parking problem exist for employees, such as lighting, ample space, all-weather surfacing, etc., the parties will meet promptly for the purpose of correcting such problems.

(g) Bulletin books, train register and standard clocks will be provided at the on- and off-duty points of road freight crews.

ARTICLE XIII

(a) The labor protective conditions set forth in the New York Dock Railway Control, Brooklyn Eastern District, 360 I.C.C. 60 (1979) (New York Dock) imposed by the Interstate Commerce Commission in Finance Docket 28905 (Sub. No. 1) and related proceedings, and which are attached and made a part hereof as Attachment D, shall be applicable to both road and yard employees determined to be "displaced employees" or "dismissed employees" as a result of the coordinated road operations as set forth herein.

(b) The potential earnings of yard and/or road assignments operating at or out of the home terminals of the employees protecting coordinated service or within a thirty-mile radius therefrom will be posted in \$50.00 increments by the Carrier to be used as a guide for employees to evaluate seniority and compensation. Such information will be only for the guidance of protected employees and will not be construed as a guarantee that any assignment will earn the amounts specified.

ARTICLE XIV

(a) In order that the provisions of the first proviso set forth in Article I, Section 3, of the conditions contained in New York Dock may be properly administered, each employee determined to be a "displaced employee" or a "dismissed employee" as a result of this Agreement who also is otherwise eligible for protective benefits and conditions under some other job security or other protective conditions or arrangements shall, within ten days after having established "displaced" or "dismissed" status under the conditions set forth in New York Dock, elect between the benefits under such other arrangement and this Agreement. This election shall not serve to alter or affect any application of the substantive provisions of Article I, Section 3.

(b) In the event an employee fails to make such election within the said ten-day period, he shall continue to be entitled to the monetary protective benefits payable under the provisions of such other protective conditions or arrangement, and will not be subject to the monetary protective benefits of this Agreement.

(c) There shall be no duplication of monetary protective benefits receivable by an employee under this Agreement and any other agreement or protective arrangement.

(d) If, subsequent to the effective date of the coordination described herein, Carrier officers, supervisory officials or Organization representatives exercise seniority rights in road and/or yard service, then, during the period such seniority is exercised, such persons who meet the definitions of "displaced" or "dismissed" employees in their New York Dock Conditions shall be entitled to the same protection afforded employees in road or yard service in which such seniority is exercised. When determining the "average monthly compensation" for such persons, it is understood that:

1. As to "full time" organization representatives, Carrier officers and supervisory officials who do not work in the class or classes in which they hold seniority while holding office, the individual's average monthly compensation for the last twelve months in which they hold seniority while holding office, the individual's average monthly compensation for the last twelve months in which he performed service in a class in which he holds seniority will be determined and that amount increased by the percentage equivalent of general wage increases applicable to the class in which he last performed service prior to taking office which have been made effective while he has been serving as "full time" organization representative, Carrier officer or supervisory official.

2. As to other than "full time" organization representatives, their "average monthly compensation" will first be arrived at as provided in Section 1 above. The "average monthly compensation" as thus determined will then be increased by the amount of 1.2 basic days' pay at the rate of service in which engaged at the time the individual laid off for each date on which the individual lost time (or, in the case of an extra man, was laying off) to participate in organization business.

3. The dates, and rate of pay applicable to each, on which the individual

lost time (or, in the case of an extra man, was laying off) in order to participate in organization business will be certified by the individual involved and by an officer of his organization and furnished to the designated officer or the Carrier.

(e) If, subsequent to the effective date of this Agreement, officials or supervisory personnel exercise seniority rights in the craft or class of employees protected by this Agreement, no employees subject to this Agreement shall be deprived of the protection afforded herein.

ARTICLE XV

(a) Each "dismissed employee" shall provide the Carrier with the following information for the preceding month in which he is entitled to benefits no later than the tenth day of each month on a form provided by the Carrier:

1. The day(s) claimed by such employee under any unemployment insurance act.

2. The day(s) each such employee worked in other employment, the name and address of the employer and the gross earnings made by the "dismissed employee" in such other employment.

(b) In the event an employee referred to in this Article XV is entitled to unemployment benefits under applicable law but forfeits such unemployment benefits under any unemployment insurance law because of failure to file for such unemployment benefits (unless prevented from doing so by sickness or other valid causes) for purposes of the application of Subsection (c) of Section 6 of Attachment D, he shall be considered the same as if he had filed for, and received, such unemployment benefits.

(c) If the employee referred to in this Article XV has nothing to report under this Article XV account not being entitled to benefits under any unemployment insurance law and having no earnings from any other employment, such employee shall submit, within the time period provided for in Section A of this Article XV the appropriate form stating "Nothing to Report."

(d) The failure of any employee referred to in this Article XV to provide the information required in this Article shall result in the withholding of all protective benefits during the month covered by such information pending Carrier's receipt of such information from the employee.

ARTICLE XVI

This Agreement, together with Attachments A through D, shall constitute the required Agreement as stipulated in Article I, Section 4, of the protective conditions derived from I.C.C. Finance Docket 30053 and related proceedings.

ARTICLE XVII

The signatory parties are in accord that any inadvertent errors, omissions, or inclusions in this Coordination Agreement, including attachments thereto, recognized by both parties as being inconsistent with the purpose and intent of this Agreement, will be corrected, included or deleted as the case may be, to properly reflect the understandings reached through negotiations.

ARTICLE XVIII


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.

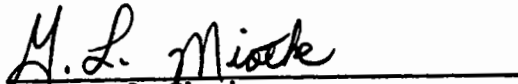
ARTICLE XIX

This Agreement shall remain in full force and effect until revised or modified in accordance with the Railway Labor Act, as amended.

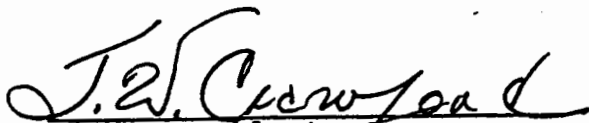
Signed at Jacksonville, Florida, this 11th day of March, 1985.

FOR THE EMPLOYEES:


General Chairman
Brotherhood of Locomotive
Engineers (Former L&N)

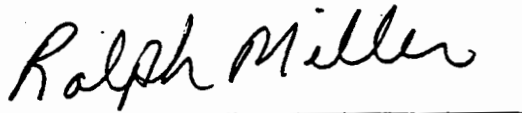

General Chairman
Brotherhood of Locomotive
Engineers (CRR)

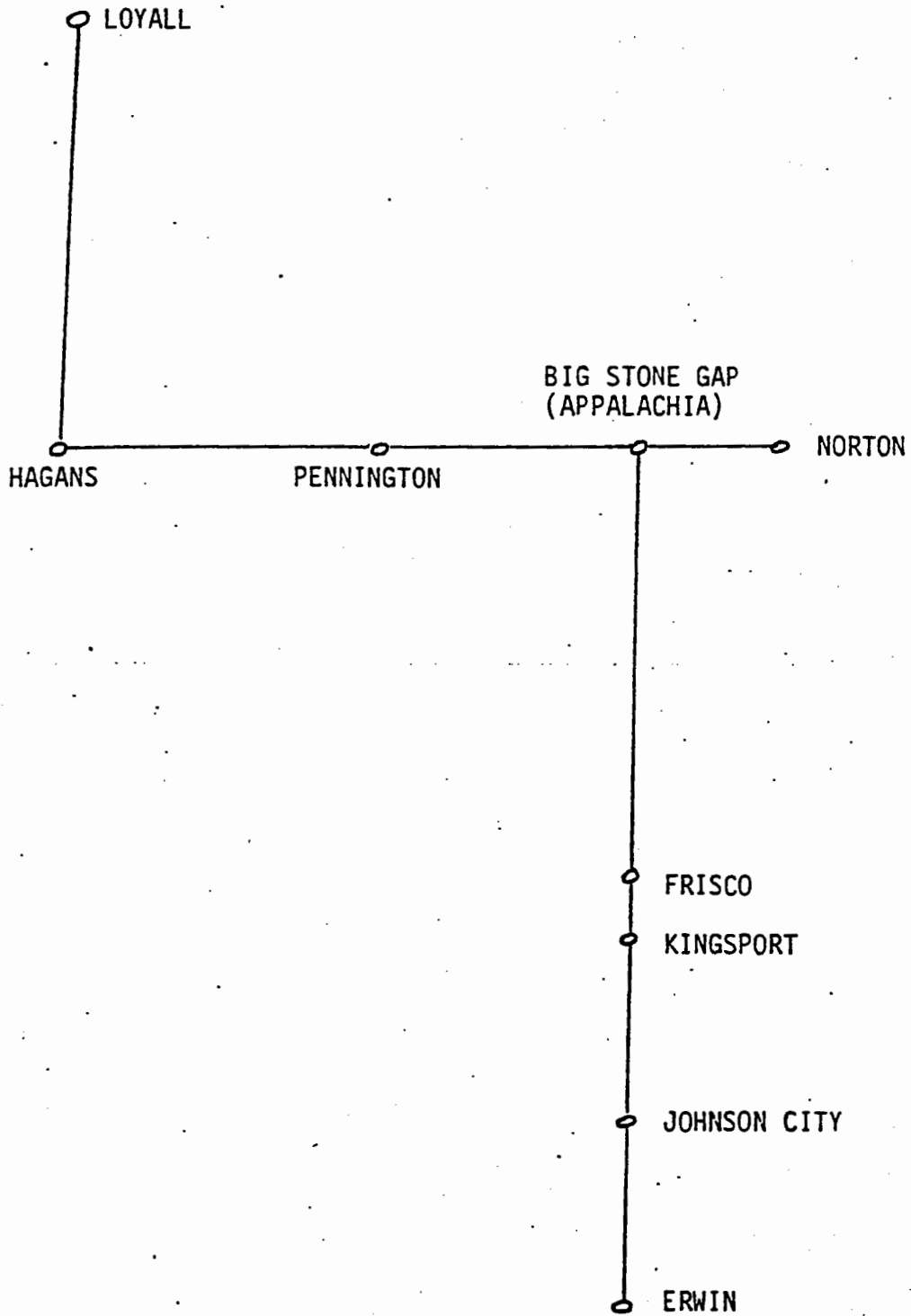
APPROVED:


Vice President
Brotherhood of Locomotive
Engineers

6548/13

FOR SEABOARD SYSTEM RAILROAD:


Director of Labor Relations
Seaboard System Railroad



Allocation Table

Loyall/Erwin

Coordinated Straightaway Service

<u>Selection Number</u>	<u>Seniority District</u>	<u>No. of Positions</u>
1.	L&N	1
2.	CRR	1
3.	L&N	2
4.	CRR	2
5.	L&N	3
6.	CRR	3
7.	L&N	4
8.	CRR	4
9.	L&N	5
10.	CRR	5
11.	L&N	6
12.	CRR	6
13.	L&N	7
14.	CRR	7
15.	L&N	8
16.	CRR	8
17.	L&N	9
18.	CRR	9
19.	L&N	10
20.	CRR	10

MEMORANDUM OF AGREEMENT

IT IS AGREED:

ARTICLE I

On the effective date of this agreement the Engineers' First and Second Pools at Corbin, Kentucky, will be handled as follows:

1. (a) First pool positions will be advertised with regular assigned train crews and will be regulated in accordance with the mileage rules of the Engineers' Schedule Agreement. First Pool engineers will protect Hours of Service Law relief, work train service, wrecker service, and such other work designated in the Schedule Agreement. First Pool Engineers may claim vacancies in through freight service known to be of five (5) days or more duration. The practice of allowing reserve engineers to place themselves with a First Pool engineer, when reserve engineer positions are established, will remain in effect.

(b) The number of engineers assigned to the Second Pool will be regulated by the Superintendent or his designated representative. Second Pool engineers will be used to fill vacancies of First Pool men, vacancies on yard and shop engineer assignments at Corbin, and such other work as may be designated. Second Pool Engineers may also claim advertised vacancies and known vacancies in the First Pool. Unclaimed advertised vacancies and known vacancies in the First Pool will be filled on a day-to-day basis by Second Pool men.

2. Engineers assigned to the Second Pool will be guaranteed employment or pay (subject to a maximum of 5 days per week) with minimum daily earnings from all sources to equal an amount not less than 120 miles at mine switching run rate applicable to the last locomotive(s) used. Deadhead, detention time, and holiday pay will not apply against the guarantee, except as provided in Article I, Section 4, of this agreement. Earnings on one calendar day will not apply toward the guarantee on another calendar day.

3. An engineer reporting for or being placed in the Second Pool will be compensated for the full day on which he reports, provided he does so between the hours of 9:00 a.m. and 9:30 a.m. An engineer reporting for or being placed in the pool after 9:30 a.m. will be marked up in his turn on the hour following the time he actually reports or is placed in the pool and will be compensated 1/24th the daily rate for each hour available if not used that calendar day. An engineer marking off from the pool will, when marking up, go back exactly in the position from which he marked off, with the understanding that

if the position becomes first out, it will remain that way until filled by means of this engineer marking up.

4. Engineers assigned to the Second Pool will be entitled to holiday pay if they meet the availability qualifications. If given the day off on a recognized holiday, engineers assigned to the Second Pool will not be required to be available, in which event the holiday pay will satisfy the guarantee.

ARTICLE II

1. On the effective date of this agreement, an Engineers' Guaranteed Extra Board will be established at Loyall, Kentucky. Engineers holding a turn in the Extra Board will work first-in first-out among themselves on all vacancies originating south of, but not including, Pineville, Kentucky. Regular positions in the Extra Board will be advertised.

2. At the option of the Carrier, Loyall/St. Paul Pool crews tied up under the Hours of Service Law may be relieved by another Loyall/St. Paul Pool crew.

3. Reserve engineers assigned to runs originating out of Loyall will be used in preference to all others when the Loyall Extra Board is exhausted. When a reserve engineer at Loyall is used to fill the vacancy of an engineer, the reserve engineer assigned to the job on which the vacancy occurs will be used; otherwise the junior available reserve engineer at Loyall will be used.

4. The Superintendent or his designated representative will regulate the number of engineers assigned to the Extra Board at Loyall. In the event five (5) trips are started from Loyall to St. Paul in any given work week (Monday through Sunday) by engineers on the Loyall Extra Board, one additional Loyall/St. Paul Pool turn will be advertised as a regular assignment, and will not be abolished until after five (5) calendar days. If extra mine runs are operated five (5) days in the same five-hour span during any given work week (Monday through Sunday), one additional mine run will be advertised as a regular assignment, and will not be abolished until after five (5) calendar days. Work trains and Hours of Service relief crews will not be counted in the application of this Section.

5. Engineers assigned to the Extra Board will be guaranteed employment or pay (subject to a maximum of 5 days per week) with minimum daily earnings from all sources to equal an amount not less than 120 miles at mine switching run rate applicable to the last locomotive(s) used. Deadhead, detention

time, and holiday pay will not apply against the guarantee, except as provided in Article I, Section 4, of this agreement. Earnings on one calendar day will not apply toward the guarantee on another calendar day.

6. An engineer reporting for duty or placed on the Guaranteed Extra Board at Loyall will be compensated for the full day on the day he reports, provided he reports or is placed on the Board between the hours of 9:00 a.m. and 9:30 a.m. An engineer reporting or being placed on the Board after 9:30 a.m. will be placed on the Board on the hour following the time he actually reports or is placed on the Board, and will be compensated 1/24th the daily rate for each hour available if not used that calendar day. An engineer marking off from the Extra Board, when marking up, will go back exactly in the position marked off from with the understanding that if the position becomes first out, it will remain that way until filled by means of this engineer marking up.

7. Second Pool engineers at Corbin will not be permitted to claim vacancies on the Loyall Extra Board or assignments operating out of Loyall. Engineers in the Second Pool will not be used to supplement the Loyall Extra Board. When a Second Pool engineer at Corbin is sent to work a vacancy at Loyall, the engineer will fill the vacancy for only one trip and will then be relieved and deadheaded back to Corbin.

8. Engineers assigned to the Loyall Extra Board will be entitled to holiday pay if they meet the availability qualifications. If given the day off on a recognized holiday, engineers assigned to the Loyall Extra Board will not be required to be available, in which event the holiday pay will satisfy the guarantee.

9. Engineers residing in Corbin (living within a 35-mile radius of Corbin) who are forced on the Loyall Extra Board will, when called to perform service, be allowed the established personal automobile allowance of 68 miles each way in lieu of lodging at Loyall. When a job becomes available at Corbin and an engineer who is forced on the Loyall Extra Board does not exercise his seniority to such job or run, he will not qualify for the auto allowance under this Section.

10. On the effective date of this agreement, Local Agreement effective October 15, 1977, which was signed at Corbin, Kentucky, on January 6, 1978 and the December 17, 1982 Addendum will be cancelled.

ARTICLE III

1. On the effective date of this agreement, the Engineers' Pool at Loyall, Kentucky, known as the Loyall/St. Paul Pool, will operate under the conditions herein.

2.(a) Loyall/St. Paul Pool engineer positions will be advertised with regular assigned train crews. Engineers assigned to this pool will work first-in first-out at points where they go on and off duty. The Superintendent or his designated representative will regulate the number of crews assigned to the pool, but the pool will not be regulated to the extent that will result in the abolishment of regular assigned mine run crews at Loyall, Kentucky.

(b) Points for going on and off duty for engineers assigned to this pool are identified as Loyall, Kentucky; Norton, Virginia; St. Paul, Virginia; and Erwin, Tennessee.

3.(a) Engineers assigned to this pool will be guaranteed employment or pay (subject to a maximum of 5 days per week) with minimum daily earnings from all sources to equal an amount not less than 120 miles at mine switching run rate applicable to the last locomotive(s) used. Deadhead, detention time, and holiday pay will not apply against the guarantee, except as provided in Article I, Section 4, of this agreement. Earnings on one calendar day will not apply toward the guarantee on another calendar day.

(b) When an assignment is established or abolished during the week, the engineer assigned thereto will be guaranteed the number of days the assignment is in effect, provided he is available.

4.(a) Engineers may be tied up at Norton or St. Paul, Virginia, or Erwin, Tennessee as the away-from-home terminal on any particular trip, provided they are notified when called from Loyall. When tied up at Norton, Virginia, such engineers may thereafter be called from Norton for service or deadhead for a trip which may include St. Paul or Erwin as an intermediate point, provided the point of final release on that trip will be Loyall, Kentucky. Deadhead pay for deadhead trips under this section will be paid at rate of the last service trip.

(b) When applicable, initial terminal delay will apply at the initial terminal of the service trip and final terminal delay will apply at the final terminal of the service trip.

5. Loyall/St. Paul Pool Engineers will protect service between Loyall, Kentucky and St. Paul, Virginia and Erwin, Tennessee, as may be required, in straightaway service.

Loyall/St. Paul Pool engineers may be used to set off a train on the Pennington Branch, pick up a train on the Pennington Branch, and/or load a unit train on the Pennington Branch. Loyall/St. Paul Pool engineers may also be used to load a unit train at facilities in the vicinity of Blackwood, Virginia.

Loyall/St. Paul Pool engineers will not be used North of Mile Post WB-235. When used between North Loyall, Kentucky and Mile WB-235 engineers will be paid a minimum of three (3) hours at pro rata rate (actual time consumed if greater) in addition to all other compensation on that tour of duty. When passing the signal North end of Loyall Yard incidental to yarding a train at Loyall Yard, the three (3) hour arbitrary will not be due. Loyall/St. Paul Pool engineers may pick up and set off trains at Coxton (Clover Fork Branch), with additional minimum payment of three (3) hours at pro rata rate.

If a train is set off or picked up beyond (south of) Coxton, an additional eight (8) hours instead of the minimum arbitrary will be paid. (Incidental work such as placing caboose, etc., on rear of train will not be construed as going beyond Coxton.)

NOTE: If handling engines, payment of the above arbitraries will commence upon entering the switch leading to Clover Fork Branch or passing the North Loyall Signal. If transported by vehicle to train, arbitrary will commence on arrival at train location. Payment of arbitrary will end upon arrival at Clover Fork Junction with main line, or arrival at North Loyall Signal.

6. Detention time will apply to engineers tied up at either Norton or St. Paul, Virginia, or Erwin, Tennessee, and will commence after the expiration of 14 hours off duty and will continue for 8 hours; then will discontinue for 4 hours. After the expiration of the 4-hour period, detention time will be continuous until pay begins for the next service or deadhead trip.

7. Engineers assigned to the Loyall/St. Paul Pool will be entitled to holiday pay if they meet the availability qualifications. If given the day off on a recognized holiday, engineers assigned to the Loyall/St. Paul Pool will not be required to be available, in which event the holiday pay will satisfy the guarantee.

8. On the effective date of this agreement, Local Agreement effective October 6, 1975, which was signed at Louisville, Kentucky on October 2, 1975, will be cancelled.

ARTICLE IV

1. The Carrier will have the prerogative to determine the maximum mileage for engineers, reserve engineers, and restricted reserve engineers in assigned, pool, or chain gang freight service, including road extra list, or other service, in such a manner as to keep the maximum mileage or equivalent thereof between 3,600 and 4,200 miles per month.

2. The Superintendent or his designated representative and the Local Chairman will cooperate in regulating the pools with a view of permitting men regularly assigned to pool service to average between 3,100 miles and the maximum mileage authorized in accordance with Section 1 above.

3. Sections 1 and 2 hereof will not apply under emergency conditions, such as a flood, snowstorm, tornado, cyclone, hurricane, earthquake, fire, or strike, provided that operations are suspended in whole or in part.

ARTICLE V

The following interpretation of Section 2 of Article I of the June 25, 1964 National Agreement as amended (Paid Holidays - Road Service Employees) will be effective on the Cumberland Valley Seniority District by adding the following note at the end of Section 2 of Article I:

NOTE: Regularly assigned engineers referred to in Section 2(a) who are not confined to runs of 100 miles or less and are paid on daily basis without mileage component shall also be covered by this rule, subject to the qualifications set forth in Section 2(c), 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.

ARTICLE VI

On the effective date of this agreement, the provisions of the Waiting Time Agreement dated March 1, 1979, will be placed in effect on the Cumberland Valley Seniority District, at Corbin Terminal.

ARTICLE VII

1. Engineers not holding regular assignments as engineer, reserve engineer, or shop engineer will be placed in a reserve engineer pool at Corbin which shall work on a rotating, first-in first-out basis.

2. The reserve engineer pool will not be guaranteed, but will be regulated on the basis of 3,100-3,600 miles per month. Adjustments will be made on the 10th and 25th of each month. Reserve Engineers in this pool will not exceed the mileage set for the district.

3. When all reserve engineers in this pool have earned the monthly mileage set for the seniority district, or when all reserve engineers are holding regular assignments, the reserve engineer pool will be suspended.

4. Engineers who do not stand for the reserve engineer pool or a regular assignment will be furloughed; and if needed to avoid operating a road or yard job without two engine service employees, they will be used in seniority order; i.e., the senior rested reserve engineer will be considered first out.

ARTICLE VIII

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 IX

This agreement shall become effective at 12:01 a.m. August 16, 1984, and shall remain in effect unless changed in accordance with provisions of the Railway Labor Act, as amended.

Signed at Jacksonville, Florida, this 13th day of August, 1984.

For The Brotherhood of
Locomotive Engineers:

G. R. Cox
Local Chairman

A. V. Monin
General Chairman

For Seaboard System Railroad

D. L. Hester
Superintendent

Ralph Miller
Director of Labor Relations

1225/14

SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202

Human Resources and Labor Relations Department

August 13, 1984

L-325-4
GG3

Side Letter No. 1

Mr. C. V. Monin, General Chairman
Brotherhood of Locomotive Engineers
307 North 10th Avenue
Jacksonville Beach, Florida 32250

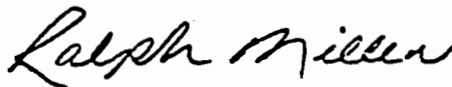
Dear Sir:

This will confirm understanding reached with you that, in recognition of the importance of being able to attract new business, the restrictions and penalties contained in Article III of agreement signed with you today, relating to the Loyall/St. Paul Pool, will not apply to handling such new business.

Conditions negotiated with another organization considered more favorable will, where appropriate, be extended to engineers covered by this agreement.


Please indicate your concurrence by signing below.

Yours truly,



Ralph Miller
Director of Labor Relations

AGREED:



C. V. Monin, General Chairman
Brotherhood of Locomotive Engineers

SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202

Human Resources and Labor Relations Department

August 13, 1984

L-325-4
GG3

Side Letter No. 2


Mr. C. V. Monin, General Chairman
Brotherhood of Locomotive Engineers
307 North 10th Avenue
Jacksonville Beach, Florida 32250

Dear Sir:

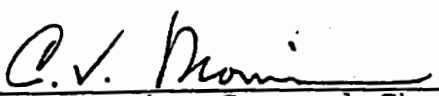
This will confirm understanding reached with you that Section 9 of Article II (Engineers' Guaranteed Extra Board at Loyall) will apply only to engineers residing in Corbin as of the date of that agreement.

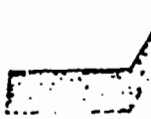
Please indicate your concurrence by signing below.

Yours truly,


Ralph Miller
Director of Labor Relations

Agreed:


C. V. Monin, General Chairman
Brotherhood of Locomotive Engineers



SEABOARD SYSTEM RAILROAD

500 Water Street · Jacksonville, Florida 32202

Human Resources and Labor Relations Department

August 13, 1984

L-325-4
GG3

Side Letter No. 3

Mr. C. V. Monin, General Chairman
Brotherhood of Locomotive Engineers
307 North 10th Avenue
Jacksonville Beach, Florida 32250

Dear Sir:

This refers to conference with you on August 3, 1984, at which time we discussed the agreement providing for establishment of guaranteed extra boards at Corbin and Loyall, Kentucky.

It was agreed that the workweek referred to in Article I, Section 2; Article II, Section 5; and Article III, Section 3(a) will begin on Monday and end on Sunday. The maximum number of days per week that an engineer will qualify for a guarantee is five (5) days. The first two (2) days of the workweek an engineer either works or lays off will not affect the guarantee available to the engineer for the remainder of the five (5) days during each workweek.

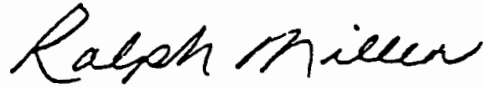
It was understood that the guarantee will be reduced by 120 miles for each calendar day, or portion thereof, for any additional layoffs during the workweek provided the engineer reports for service after 9:30 a.m. For example, an engineer lays off Monday, Tuesday, and Wednesday and reports at 9:15 a.m., on Thursday. The maximum number of days available under the guarantee is four (4) days, provided the engineer does not lay off any other day during that workweek.

It was further understood that the guarantee would not be reduced if an engineer works two (2) or more days during the workweek and does not lay off or otherwise make himself unavailable for service the remainder of the workweek. For

example, an engineer working Monday, Tuesday, Thursday, Friday and Sunday would be due guarantees for Wednesday and Saturday, in addition to the equivalent of 120 miles for three (3) of the five (5) days actually worked during the week.

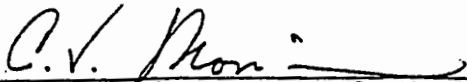
If the above correctly reflects our understanding, please indicate your concurrence by signing below.

Yours truly,



Ralph Miller
Director of Labor Relations

AGREED:



C. V. Monin, General Chairman
Brotherhood of Locomotive Engineers



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202

Human Resources and Labor Relations Department

August 30, 1984
L-325-4-B3

Mr. C. V. Monin, General Chairman
Brotherhood of Locomotive Engineers
307 North 10th Avenue
Jacksonville Beach, Florida 32250

LABOR RELATIONS
DEPARTMENT

SEP 27 1984

SEABOARD SYSTEM
RAILROAD

Dear Sir:

In connection with the memorandum agreement effective August 16, 1984, concerning the Loyall-Corbin locomotive engineer pools, it was agreed in conference today, that where the term "last locomotive used" appears in Article 1 Section 2, Article II Section 5 and Article III Section 3(a), a standard weight on drivers of 1,151,000 - 1,200,000 will be used.

This letter is sent you in duplicate, please sign where indicated below and return one signed copy to me to indicate your concurrence.

Yours truly,

Ralph Miller
Director of Labor Relations

AGREED:

C. V. Monin, General Chairman
Brotherhood of Locomotive Engineers

THE FOLLOWING QUESTIONS AND ANSWERS CONSTITUTE AGREED-UPON
INTERPRETATIONS OF THE LABOR PROTECTIVE CONDITIONS
ATTACHED TO THIS AGREEMENT

1. Q. Must a "Displaced Employee" exercise his seniority to an equal or higher-paying job to which he would be entitled in order to qualify for displacement allowance?
A. Not necessarily. However, a "Displaced Employee" failing to do so will be treated for purposes of the guarantee as occupying an available higher-paying position, subject to application of the one-for-one principle as set forth in Question and Answer 4.
2. Q. Is an employee hired after the effective date of this agreement eligible for protection under this agreement under any circumstances?
A. Yes, provided subsequent action taken by the carriers, pursuant to the authorization in I.C.C. Docket covering this transaction, results in such employee attaining status as a "Displaced Employee" or a "Dismissed Employee."
3. Q. Assuming the transaction covered by this agreement is effective on the scheduled implementation date contained in the posted notice. An employee attains status as a "Displaced Employee" as a result of the transaction six months thereafter. When does his protection expire?
A. Six (6) years from the month in which such employee is determined to be a "Displaced Employee." However, the protective period for any particular employee shall not continue for a longer period following the date he was "displaced" or "dismissed" than the period during which such employee was in the employ of the railroad prior to the date of his "displacement" or his "dismissal."
4. Q. A job is available to more than one protected employee with higher posted earnings than any of their guarantees. Will the earnings of the higher posted assignment be charged against the guarantees of all such employees?
A. No more than one protected employee will be treated at any one time as occupying a higher-rated position held by a junior man. That is to say, the senior employee who is not earning his guarantee will be treated as occupying the position producing the highest earnings; the second such senior employee will be treated as occupying the position producing the second highest earnings, and so forth.

any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided, that if an employee otherwise is eligible for protection under both this Appendix and some other job security or other protective conditions or arrangements, he shall elect between the benefits under this Appendix and similar benefits under such other arrangement and, for so long as he continues to receive such benefits under the provisions which he so elects, he shall not be entitled to the same type of benefit under the provisions which he does not so elect; provided further, that the benefits under this Appendix, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits; and, provided further, that after expiration of the period for which such employee is entitled to protection under the arrangement which he so elects, he may then be entitled to protection under the other arrangement for the remainder, if any, of this protective period under that arrangement.

4. Notice and Agreement or Decision.- (a) Each railroad contemplating a transaction which is subject to these conditions and may cause the dismissal or displacement of any employees, or rearrangement of forces, shall give at least ninety (90) days' written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of the railroad and by sending registered mail notice to the representatives of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be affected by such transaction, including an estimate of the number of employees of each class affected by the intended changes. Prior to consummation the parties shall negotiate in the following manner.

Within five (5) days from the date of receipt of notice, at the request of either the railroad or representatives of such interested employees, a place shall be selected to hold negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this appendix, and these negotiations shall commence immediately thereafter and continue for at least thirty (30) days. Each transaction which may result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces from all employees involved on a basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this Section 4. If at the end of thirty (30) days there is a failure to agree, either party to the dispute may submit it for adjustment in accordance with the following procedures:

- (1) Within five (5) days from the request for arbitration the parties shall select a neutral referee and in the event they are unable to agree within said five (5) days upon

the selection of said referee then the National Mediation Board shall immediately appoint a referee.

(2) No later than twenty (20) days after a referee has been designated a hearing on the dispute shall commence.

(3) The decision of the referee shall be final, binding and conclusive and shall be rendered within thirty (30) days from the commencement of the hearing of the dispute.

(4) The salary and expenses of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(b) No change in operations, services, facilities or equipment shall occur until after an agreement is reached or the decision of a referee has been rendered.

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

Each displaced employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of his displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period), and provided further, that such allowance shall also be adjusted to reflect subsequent general wage increases.

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

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

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for justifiable cause.

6 Dismissal allowances.-(a) A dismissed employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall also be adjusted to reflect subsequent general wage increases.

(b) The dismissal allowance of any dismissed employee who returns to service with the railroad shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 5.

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

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

7. Separation Allowance.- A dismissed employee entitled to protection under this appendix, may at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this appendix) accept a lump-sum payment computed in

accordance with Section 9 of the Washington Job Protection Agreement of May 1936.

accordance with Section 9 of the Washington Job Protection Agreement of May 1936.

8. Fringe benefits.- No employee of the railroad who is affected by a transaction shall be deprived, during his protection period, of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, reliefs, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the railroad, in active or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

9. Moving expenses.- Any employee retained in the service of the railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction, and who within his protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects for the traveling expenses of himself and members of his family, including living expenses for himself and his family and for his own actual wage loss, not to exceed 3 working days, the exact extent of the responsibility of the railroad during the time necessary for such transfer and for reasonable time thereafter and the ways and means of transportation to be agreed upon in advance by the railroad and the affected employee or his representatives; provided, however, that changes in place of residence which are not a result of the transaction, shall not be considered to be within the purview of this section; provided further, that the railroad shall, to the same extent provided above, assume the expenses, et cetera, for any employee furloughed within three (3) years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claim for reimbursement shall be paid under the provision of this section unless such claim is presented to railroad within 90 days after the date on which the expenses were incurred.

10. Should the railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employee of benefits to which he otherwise would have become entitled under this appendix, this appendix will apply to such employee.

11. Arbitration of disputes.- (a) In the event the railroad and its employees or their authorized representatives cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this appendix, except Sections 4 and 12 of this Article 1, within 20 days after the dispute arises, it may

be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or the highest officer designated by the railroads, as the case may be, shall be deemed the selected member and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree to a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding, upon the parties.

(b) In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the railroad will be entitled to appoint additional representatives so as to equal the number of labor organization representatives.

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

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

(e) In the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the railroad's burden to prove that factors other than a transaction affected the employee.

12. Losses from home removal.- (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the railroad (or who is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment within his protective period as a result of the transaction and is therefore required to move his place of residence:

(i) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by the railroad for any loss suffered in the sale

of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the date of the transaction so as to be unaffected thereby. The railroad shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other person.

(ii) If the employee is under a contract to purchase his home, the railroad shall protect him against loss to the extent of the fair value of equity he may have in the home and in addition shall relieve him from any further obligation under his contract.

(iii) If the employee holds an unexpired lease of a dwelling occupied by him as his home, the railroad shall protect him from all loss and cost in securing the cancellation of said lease.

(b) Changes in place of residence which are not the result of a transaction shall not be considered to be within the purview of this Section.

(c) No claim for loss shall be paid under the provisions of this Section unless such claim is presented to the railroad within 1 year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or their representatives and the railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner. One to be selected by the representatives of the employees and one by the railroad, and these two, if unable to agree within 30 days upon a valuation, shall endeavor by agreement within 10 days thereafter to select a third appraiser; or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the National Mediation Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

ARTICLE II

1. Any employee who is terminated or furloughed as a result of a transaction shall, if he so requests, be granted priority of employment or reemployment to fill a position comparable to that which he held when his employment was terminated or he was furloughed, even though in a different craft or class, on the railroad which he is, or by training or retraining physically and mentally can become, qualified, not, however, in contravention of collective bargaining agreements relating thereto.

2. In the event such training or retraining is requested by such employee, the railroad shall provide for such training or retraining at no cost to the employee.

3. If such a terminated or furloughed employee who had made a request under Sections 1 or 2 of the Article II fails without good cause within 10 calendar days to accept an offer of a position comparable to that which he held when terminated or furloughed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such 10-day period, forfeit all rights and benefits under this appendix.

ARTICLE III

Subject to this appendix, as if employees of railroad, shall be employees, if affected by a transaction, of separately incorporated terminal companies which are owned (in whole or in part) or used by railroad and employees of any other enterprise within the definition of common carrier by railroad in Section 1(3) of Part I of the Interstate Commerce Act, as amended, in which railroad has an interest, to which railroad provides facilities, or with which railroad contracts for use of facilities, or the facilities of which railroad otherwise uses; except that the provisions of this appendix shall be suspended with respect to each such employee until and unless he applies for employment with each owning carrier and each using carrier; provided that said carriers shall establish one convenient central location for each terminal or other enterprise for receipt of one such application which will be effective as to all said carriers and railroad shall notify such employees of this requirement and of the location for receipt of the application. Such employees shall not be entitled to any of the benefits of this appendix in the case of failure, without good cause, to accept comparable employment, which does not require a change in place of residence, under the same conditions as apply to other employees under this appendix, with any carrier for which application for employment has been made in accordance with this section.

ARTICLE IV

Employees of the railroad who are not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under these terms and conditions.

In the event any dispute or controversy arises between the railroad and an employee not represented by a labor organization with respect to the interpretation, application or enforcement of any provision hereof which cannot be settled by the parties within 30 days after the dispute arises, either party may refer the dispute to arbitration.

ARTICLE V

1. It is the intent of this appendix to provide employee protections which are not less than the benefits established under 49 USC 11347 before February 5, 1976, and under Section 565 of Title 45. In so doing, changes in wording and organization from arrangements earlier developed under those sections have been necessary to make such benefits applicable to transactions as defined in Article 1 of this appendix. In making such changes, it is not the intent of this appendix to diminish such benefits. Thus, the terms of this appendix are to be resolved in favor of this intent to provide employee protections and benefits no less than those established under 49 USC 11347 before February 5, 1976 and under Section 565 of Title 45.

2. In the event any provision of this appendix is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this appendix shall not be affected.

THE FOLLOWING QUESTIONS AND ANSWERS CONSTITUTE AGREED-UPON
INTERPRETATIONS OF THE LABOR PROTECTIVE CONDITIONS
ATTACHED TO THIS AGREEMENT

1. Q. Must a "Displaced Employee" exercise his seniority to an equal or higher-paying job to which he would be entitled in order to qualify for displacement allowance?
 - A. Not necessarily. However, a "Displaced Employee" failing to do so will be treated for purposes of the guarantee as occupying an available higher-paying position, subject to application of the one-for-one principle as set forth in Question and Answer 4.
2. Q. Is an employee hired after the effective date of this agreement eligible for protection under this agreement under any circumstances?
 - A. Yes, provided subsequent action taken by the carriers, pursuant to the authorization in I.C.C. Docket covering this transaction, results in such employee attaining status as a "Displaced Employee" or a "Dismissed Employee."
3. Q. Assuming the transaction covered by this agreement is effective on the scheduled implementation date contained in the posted notice. An employee attains status as a "Displaced Employee" as a result of the transaction six months thereafter. When does his protection expire?
 - A. Six (6) years from the month in which such employee is determined to be a "Displaced Employee." However, the protective period for any particular employee shall not continue for a longer period following the date he was "displaced" or "dismissed" than the period during which such employee was in the employ of the railroad prior to the date of his "displacement" or his "dismissal."
4. Q. A job is available to more than one protected employee with higher posted earnings than any of their guarantees. Will the earnings of the higher posted assignment be charged against the guarantees of all such employees?
 - A. No more than one protected employee will be treated at any one time as occupying a higher-rated position held by a junior man. That is to say, the senior employee who is not earning his guarantee will be treated as occupying the position producing the highest earnings; the second such senior employee will be treated as occupying the position producing the second highest earnings, and so forth.

- A. The \$1,680 he earned.
10. Q. Jones was available for service the entire month and worked 190 hours and earned \$1,575. What compensation would be due Jones?
- A. His earnings of \$1,575 plus \$25, or \$1,600, the amount of his monthly earnings' guarantee.
11. Q. Jones marked off two (2) days (his assignment worked 8 hours on each of the two days) during the month and worked 190 hours and earned \$1,575. What compensation is due Jones?
- A. He is only due \$1,575, his actual earnings, as he was not available for service equivalent to this base period of 200 hours; hence, 200 hours minus 190 hours leaves 10; 10 hours times his \$8 hourly rate equals \$80, which amount is deductible from the \$1,600 monthly guarantee.
12. Q. Jones marked off two (2) days (his assignment worked 8 hours on each of the two (2) days) during the month and worked 195 hours and earned \$1,550. What compensation would be due?
- A. His earnings of \$1,550 plus \$10, or \$1,560 calculated as follows: \$1,550 plus \$50 minus \$40 (200 hours minus 195 hours equals 5 hours times \$8 equals \$40 to be deducted.)
13. Q. Jones marked off two (2) days during the month and worked 170 hours and earned \$1,500. What compensation is due?
- A. \$1,500 as the calculation of his monthly guarantee, with deductions for two days' absence, resulted in less than his actual earnings, i.e., 16 hours (hours his assignment worked on the two off-days) times \$8 equals \$128. \$1,600 minus \$128 equals \$1,472.
14. Q. Jones worked his average monthly hours (200), but in such period did not earn his average monthly compensation. During the month Jones marked off for two (2) days. May the Carrier make deduction for the days Jones was off?
- A. No deduction would be made as Jones worked his average monthly hours during the month.
15. Q. Jones worked 210 hours, that is, 10 hours in excess of his average monthly hours. During the first 200 hours Jones earned \$1,550, \$50 less than his average monthly compensation. How would Jones be compensated?
- A. Jones is entitled to \$50, the difference in his average monthly compensation (\$1,600) and actual earnings (\$1,550) within his average monthly hours (200). Additionally, Jones would be compensated for his last 10 hours of service at the rate of pay appropriate of the service rendered.

5. Q. An employee performs service as Extra Yardmaster, both prior to and subsequent to the effective date of this agreement. How will such service be computed?
- A. (1) Such service and time prior to the effective date of this agreement shall be included in the test-period computations.
- (2) Compensation for such service and time paid for subsequent to the effective date shall be applied against the test-period guarantee.
6. Q. Is it necessary that an employee be displaced from his assignment or position in order to establish eligibility for protective benefits under this "Transaction"?
- A. No, provided it can be shown that as a result of the involved "Transaction" such employee "is placed in a worse position with respect to his compensation."
7. Q. An employee with a guarantee of \$1,900 per month fails to exercise seniority to obtain a position with posted earnings of \$1,900-\$1,950. In a particular month, he earns \$1,850. What payment, if any, would be due?
- A. None, subject to the one-for-one principle - See Q. and A. No. 4.
8. Q. Employee Jones' guarantee is \$1,800 per month, and he claims a job with posted earnings of \$1,800-\$1,850 per month. A junior employee, Smith, has guarantee of \$1,700 per month and claims a job with posted earnings of \$1,800-\$1,900 a month. In a month, Jones has earnings of \$1,750 and Smith earns \$1,875 in the same month. Can the job to which Smith is assigned be charged against Jones?
- A. No. Jones fulfilled his obligation by exercising seniority to an assignment with posted earnings equal to or exceeding his guarantee. Provided Jones met all other requirements, he will be due \$50.

EXAMPLES

Jones is senior to Smith and their respective test-period monthly components are as follows:

(Jones)	Monthly earnings, average	\$1,600.00
	Monthly hours average	200 hours
	Monthly average hourly rate.....	8.00
(Smith)	Monthly earnings, average	\$1,550.00
	Monthly hours average	190 hours
	Monthly average hourly rate.....	8.16

9. Q. Jones was available for service the entire month and worked 210 hours and earned \$1,630. What compensation would be due Jones?

16. Q. May an employee, called and used as an emergency conductor or engineer, as the case may be, be charged with a loss of earnings on his regular assignment or with higher earnings on other assignments account of being so used?
- A. No, as he is protecting his seniority as conductor or engineer in accordance with the requirements of the applicable agreement.
17. Q. A job is advertised and the potential earnings are not posted. Jones is the successful bidder and earns \$1,550 during the month. Could the earnings of any assignment with either higher or lower earnings be charged against Jones?
- A. No, since the potential earnings of the job were not posted Jones would be entitled to \$1,550 plus \$50, or \$1,600, the amount of his monthly earnings' guarantee, provided he met all other requirements. When the potential earnings of the job are posted, Jones would then be expected to place himself on a higher-paying position, in accordance with normal bidding or displacement rules at his first opportunity, subject to principles outlined in Q. and A. No. 1.
18. Q. How is vacation pay treated in computing guarantees under this agreement?
- A. Hours and compensation for days on vacation during a calendar-month are treated, for the purposes of the guarantee, the same as any other compensation and hours creditable to that month. Thus, if a vacation falls entirely within one month, the compensation and hours shall be treated as another compensation and hours creditable to that month. However, when a vacation commences in one month and ends in another, the vacation compensation and hours will be proportioned between the months (1/7 of the week's vacation compensation and hours for each day on vacation) in accordance with the number of vacation days falling in each month.
19. Q. In computing monthly guarantees, may a protected employee be charged with voluntary absence when directed or summoned by the Company to attend investigation, court, rules classes, etc.?
- A. No, provided such loss of time is necessary in order to reasonably comply with such directive or instructions.
20. Q. If an employee elects to accept the protective conditions of this agreement while otherwise eligible for protection under a former protective arrangement or agreement, will such employee resume protection under the former agreement at the expiration of the protective period under this agreement?
- A. Yes, provided protection under the former agreement has not been exhausted or expired.

21. Q. What is the meaning of "change in residence"?

A. A "change in residence" as referred to in Section 5(b) and 6(d) of the attached Labor protective conditions shall only be considered "required" if the reporting point of the employee would be more than thirty (30) normal highway miles, via the most direct route, from the employee's point of employment at the time affected, and the normal reporting point is farther from the employee's residence than his former point of employment.

22. Q. How soon after end of month in which an employee is entitled to a protection allowance must he file claim for such allowance?

A. Within 60 days following end of such month. However, the employee need not file claim until after being advised by the Carrier of his "average monthly compensation."

23. Q. When does the "ten day period," as applied to election of benefits, start to run for an individual employee?

A. On the date the employee receives notification from the Carrier that as a "Displaced Employee" or a "Dismissed Employee," he has been placed in a worse position with respect to his compensation as a result of the transaction. It is understood such employee will be provided his "Test Period Averages" before an election must be made.

MEMORANDUM OF UNDERSTANDING

Between

The BLE-SBD General Committee of Adjustment (Western Lines)

And

The BLE-SBD General Committee of Adjustment (Northern Lines)

Reference is made to our discussion in conference this date in connection with the application of the agreement to coordinate the straightaway coordinated service growing out of the Carrier's Notice of April 23, 1984.

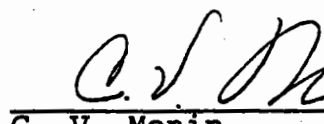
This will confirm our understanding reached this date that any dispute arising out of the application of the above-referred-to agreement between the Local Committees representing SBD Western Lines Engineers and the SBD Northern Lines Engineers (except with respect to Side Letter No. 1 of the Coordination Agreement dated March 11, 1985) will be promptly appealed to the General Chairman, with all facts available. The SBD Western Lines BLE General Chairman will then endeavor to settle the dispute in accordance with the terms of the above-referred-to agreement as promptly as possible. If the dispute is not thus resolved within thirty days to the satisfaction of the two Local Committees, the SBD Northern Lines BLE General Chairman will be promptly advised thereof, with all the facts available, and the two General Chairmen will meet promptly and resolve the issue. It is further agreed that an extension of time in either of the steps set forth above may be granted, as the needs may dictate, by mutual agreement between the parties signatory hereto.

It is further understood that this understanding is without precedent or prejudice to the position of either party, nor will it be referred to by either party without the written consent of the other party. Further, should this understanding prove to be undesirable, the two General Chairmen will promptly meet for the purpose of clearing up their differences. Should all efforts be exhausted with no understanding being reached, then either party may abrogate this understanding upon written notice to the other.

Signed this 14th day of March, 1985, at Atlanta, Georgia.



G. L. Midtke
General Chairman



C. V. Monin
General Chairman



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202

Human Resources and Labor Relations Department

March 11, 1985

Side Letter No. 1
G-125-L&N-CRR-SOU
GG/13

Mr. G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 520
St. Paul, Virginia 24283

Dear Mr. Miotke:

This refers to agreement executed today covering coordinated straightaway road freight service between Loyall, Kentucky, and Erwin, Tennessee.

It was agreed that the following Articles of the CRR/BLE Schedule Agreement would continue to be applicable to CRR engineers working in coordinated road freight service between Loyall, Kentucky, and Erwin, Tennessee:

Article No. - Description

13	SENIORITY
14	BULLETINS AND ASSIGNMENTS
22	INVESTIGATION AND DISCIPLINE
29	ROAD AND YARD VACATION

Very truly yours,

Ralph Miller
Director of Labor Relations

CC: Mr. J. W. Crawford, Vice President
Brotherhood of Locomotive Engineers

Mr. C. V. Monin, General Chairman
Brotherhood of Locomotive Engineers

6547/13



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202

Labor Relations Department

June 10, 1985

G-125 L&N/CRR/SOU
GG3 7975/12

Mr. D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers
307 North 10th Avenue
Jacksonville Beach, Florida 32250

Mr. G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 520
St. Paul, Virginia 24283

Gentlemen:

This confirms understanding reached in conference today that in the application of Article II(a) and (b) of the March 11, 1985 Agreement covering coordination of road operations between Loyall, Kentucky and Erwin, Tennessee the intention is for engineers of each district to obtain their percentage of the total work available in the coordinated service, i.e., 52.38% L&N and 47.62% CRR.

To ensure this result obtains, a record will be kept of the actual mileage made by L&N and CRR District engineers in coordinated service, which shall be shown separately for each district, and which shall not include mileage referred to in Article II(c) of the March 11, 1985 Agreement.

Report of this record will be made quarterly to the L&N and CRR Local and General Chairmen for periods ending March 31, June 30, September 30 and December 31. When an imbalance of 13,000 miles or more accumulates, an engineer from the district having the shortage will be afforded the opportunity of displacing the junior engineer in coordinated pool service from the district having the excess for a sufficient number of trips to recover such excess mileage.

The General Chairman will notify the Director of Labor Relations in writing when the assignment will be advertised from one district to the other under the provisions of this rule.

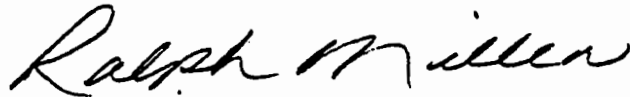
Messrs. Moates and Miotke

-2-

June 10, 1985

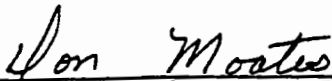
Please signify your understanding by signing and returning a copy of this letter.

Very truly yours,

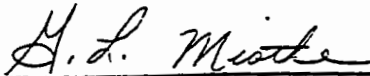


Ralph Miller
Director of Labor Relations

AGREED:

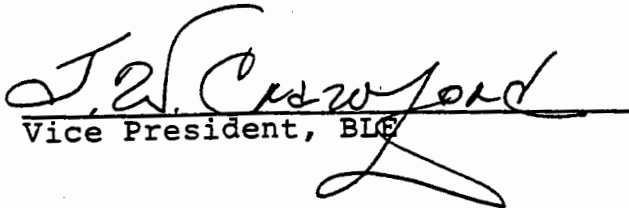


General Chairman, BLE
(Former L&N)



General Chairman, BLE
(CRR)

APPROVED:



Vice President, BLE



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202

Labor Relations Department

June 10, 1985

G-125-L&N/CRR/SOU
GG3 7986/12

Mr. D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers
307 North 10th Avenue
Jacksonville Beach, Florida 32250


Mr. G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 520
St. Paul, Virginia 24283

Gentlemen:


This confirms understanding reached in conference on June 10, 1985, concerning the application of Article VII(a) of the March 11, 1985 Agreement covering coordination of road operations between Loyall, Kentucky and Erwin, Tennessee.

It was understood that in providing relief for coordinated crews tied up under the Hours of Service Law, Carrier may call engineers for one turnaround trip out of the away-from-home terminal. Upon completion of the one turn, the engineer will immediately be worked or deadheaded to the home terminal with payment of two separate trips. Pay for deadheading will be at the rate of the last service trip.

Very truly yours,


Ralph Miller
Director of Labor Relations

AGREED:



General Chairman, BLE
(Former L&N)



General Chairman, BLE
(CRR)

cc: Mr. J. W. Crawford



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202

Labor Relations Department

June 10, 1985

G-125 L&N/CRR/SOU
GG3 7980/12

Mr. D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers
307 North 10th Avenue
Jacksonville Beach, Florida 32250

Mr. G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 520
St. Paul, Virginia 24283

Gentlemen:

This confirms statement made to you when executing agreement covering coordination of road operations between Loyall, Kentucky and Erwin, Tennessee that in the application of the labor protective conditions (New York Dock Conditions) any employee whose regular assignment is abolished on or about the effective date of the agreement as a result of implementation of the coordinated service, plus all employees who are in turn displaced by such employees, will be recognized as having established a valid basis for protective benefits if "placed in a worse position with respect to his compensation."

The foregoing is not intended to imply automatic certification to employees so recognized.

Yours truly,

Ralph Miller
Director of Labor Relations

cc: Mr. J. W. Crawford
Vice President, BLE



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202

June 10, 1985

G-125 L&N/CRR/SOU
GG3 7977/12

Labor Relations Department

Mr. D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers
307 North 10th Avenue
Jacksonville Beach, Florida 32250

Dear Mr. Moates:

This confirms understanding reached in conference with you today concerning compensation due engineers in the Loyall/Erwin Coordinated Pool for service performed on recognized holidays.

It was understood that such engineers who qualify for Holiday Pay by meeting the availability requirements of the National Holiday Rule will be allowed one basic day's pay (100 miles) representing Holiday Pay. Compensation for service performed on holidays will be computed and paid for at straight time rates, except when road overtime is earned in accordance with Article 7 of the Schedule Agreement. The same guidelines will apply to engineers in the Loyall Helper Pool on days they operate more than 100 miles.

It was further understood that engineers assigned to the Second Pool, Loyall/St. Paul Pool and the Loyall Extra Board who qualify for Holiday Pay by meeting the availability requirements, and who perform service on a run of 100 miles or less, will be entitled to time and one-half for service performed on a holiday.

Very truly yours,

Ralph Miller
Director of Labor Relations

AGREED:

General Chairman, BLE
(Former L&N)

cc: Mr. J. W. Crawford
Mr. G. L. Miotke



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202

Labor Relations Department

June 11, 1985

CC3 9000/12

Mr. D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers
307 North 10th Avenue
Jacksonville Beach, Florida 32250

Dear Mr. Moates:

This refers to our discussion concerning the second example contained in Side Letter No. 3 to agreement dated August 13, 1984, which was made a part of the March 11, 1985 agreement covering coordination of road operations between Loyall and Erwin, as Appendix "C".

The agreement provisions referred to contain the following language:

"Earnings on one calendar day will not apply toward the guarantee on another calendar day."

In the second example of Side Letter No. 3 the language reading "in addition to the equivalent of 120 miles for three (3) of the five (5) days actually worked during the week" does not mean that we can charge earnings on Monday and/or Tuesday against other days in the week on which the guarantee was not made. The first two days in the work week, regardless of when they occur, on which the engineer either works and/or lays off are not to be used to affect the guarantee.

Very truly yours,

Ralph Miller
Director of Labor Relations



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202

Labor Relations Department

June 11, 1985

CC3 7988/12

Mr. G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 520
St. Paul, Virginia 24283

Mr. D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers
307 North 10th Avenue
Jacksonville Beach, Florida 32250

Mr. R. D. Snyder, General Chairman
United Transportation Union
9570 Regency Square Blvd., Suite 318
Jacksonville, Florida 32211

Gentlemen:

This confirms our discussion concerning adjustment of crew assignments and protection of allocated equity under the agreements covering coordination of road operations between Loyal and Erwin.

It is the intention of the parties that each district shall be afforded the opportunity to protect its allocated equity. However, to the extent that it is practical to do so, the parties prefer that L&N engine service and train service employees work on the same crew, and that CRR employees do likewise.

Positions which will be available to reserve engineers and to firemen shall be those allocated to locomotive engineers of their respective home road districts.

With respect to assignment of train service crews, initially they will be assigned with engine service employees of their home roads. When an imbalance in equity accrues the Local Chairmen and Local Supervisors shall be permitted to exercise reasonable latitude in applying provisions concerning repayment of allocated equity for the purpose of preventing assignment of mixed crews.

This understanding does not change the equity allocation provisions but is made for the purpose of keeping mixed crew assignments to a minimum.

June 11, 1985

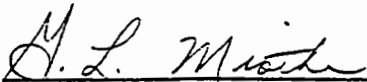
Should any problems develop concerning application of this understanding, it will be referred to the General Chairmen involved and the Director of Labor Relations for establishment of guidelines.

Very truly yours,

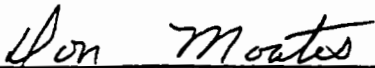


Ralph Miller
Director of Labor Relations

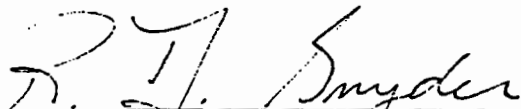
AGREED:



G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
(Former CRR)



D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers
(Foremer L&N)



R. D. Snyder, General Chairman
United Transportation Union (C & T) (Former L&N)
United Transportation Union (C, T & E) (Former CRR)

cc: Mr. J. W. Crawford
Vice President
Brotherhood of Locomotive Engineers

Mr. N. C. Jenkins
Vice President
United Transportation Union

Mr. D. M. Masters
Vice President
United Transportation Union



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202

Labor Relations Department

June 14, 1985
G-125 - L&N/CRR/SOU

8556/14

GG4

Mr. D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers
307 North 10th Avenue
Jacksonville Beach, Florida 32250

Mr. G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 520
St. Paul, Virginia 24283

Gentlemen:

This refers to our discussion concerning use of apartments at Loyall, Kentucky, for lodging provided to former Clinchfield employees. As you were advised, color television sets will be furnished and adequate transportation will be provided for use by the crews between the lodging facility and the on and off-duty point, and to and from eating establishments.

This also confirms statement to you that if in the future other suitable facilities become available on a reasonable basis which meet the requirements of the agreement, consideration will be given, upon request, to discontinuing use of the apartments.

Yours truly,

Ralph Miller
Director of Labor Relations

cc: Mr. J. W. Crawford
Vice President, BLE



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202

Labor Relations Department

June 14, 1985

G-125-L&N/CRR/SOU
GG3 9022/12

Mr. D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers
307 North 10th Avenue
Jacksonville Beach, Florida 32250

Dear Mr. Moates:

This confirms our understanding that the March 11, 1985 Agreement covering coordination of road operations between Loyall, Kentucky and Erwin, Tennessee is applicable to reserve engineers.

Please indicate your concurrence by signing below.

Very truly yours,

Ralph Miller
Director of Labor Relations

AGREED:

General Chairman, BLE
(Former L&N)

cc: Mr. J. W. Crawford
Vice President, BLE



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202

Labor Relations Department

June 14, 1985

G-125 L&N/CRR/SOU
GG3 9014/12

Mr. D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers
307 North 10th Avenue
Jacksonville Beach, Florida 32250

Mr. G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 520
St. Paul, Virginia 24283

Gentlemen:

This confirms understanding reached in conference with you today concerning proper application of Article IV(a) of the March 11, 1985 Agreement covering coordination of road operations between Loyall, Kentucky and Erwin, Tennessee.

For the purpose of clarifying the reference in Article IV(a) to "Article III of Memorandum Agreement of August 13, 1984", it is understood that the following conditions will apply to engineers in Loyall/Erwin Coordinated Pool service:

1. (a) Loyall/Erwin Coordinated Pool engineer positions will, to the extent possible, be advertised with regular assigned train crews. Except as provided by Article VII(b) of the coordination agreement, engineers assigned to Coordinated Pool Service will work first-in first-out at points where they go on and off duty.

(b) Points for going on and off duty for engineers assigned to this pool are identified as Loyall, Kentucky and Erwin, Tennessee.

2. (a) Engineers assigned to this pool will be guaranteed employment or pay (subject to a maximum of 5 days per week) with minimum daily earnings from all sources to equal an amount not less than 120 miles at mine switching run rate applicable to the last locomotive(s) used. Deadhead, detention time, and holiday pay will not

apply against the guarantee, except as provided in Paragraph No. 8 below. Earnings on one calendar day will not apply toward the guarantee on another calendar day.

(b) When an assignment is established or abolished during the week, the engineer assigned thereto will be guaranteed the number of days the assignment is in effect, provided he is available.

3. Loyall/Erwin Coordinated Pool engineers will protect service between Loyall, Kentucky and Erwin, Tennessee, as may be required, in straightaway service.

4. Loyall/Erwin Coordinated Pool engineers may be used to set off a train on the Pennington Branch, pick up a train on the Pennington Branch, and/or load a unit train on the Pennington Branch. Loyall/Erwin Coordinated Pool engineers may also be used to load a unit train at facilities in the vicinity of Blackwood, Virginia.

5. Loyall/Erwin Coordinated Pool engineers will not be used North of Mile Post WB-235. When used between North Loyall, Kentucky and Mile WB-235 engineers will be paid a minimum of three hours at pro rata rate (actual time consumed if greater) in addition to all other compensation on that tour of duty. When passing the signal North end of Loyall Yard incidental to yarding a train at Loyall Yard, the three hour arbitrary will not be due. Loyall/Erwin Coordinated Pool engineers may pick up and set off trains at Coxton (Clover Fork Branch), with additional minimum payment of three hours at pro rata rate.

6. If a train is set off or picked up beyond (south of) Coxton, an additional eight hours instead of the minimum arbitrary will be paid. (Incidental work such as placing caboose, etc., on rear of train will not be construed as going beyond Coxton.)

NOTE: If handling engines, payment of the above arbitraries will commence upon entering the switch leading to Clover Fork Branch or passing the North Loyall Signal. If transported by vehicle to train, arbitrary will commence on arrival at train location. Payment of arbitrary will end upon arrival at Clover Fork Junction with main line, or arrival at North Loyall Signal.

7. Detention time will apply to engineers tied up at their away-from-home terminal, and will commence after the expiration of fourteen hours off duty and will continue for eight hours; then will discontinue for four hours. After the expiration of the four hour period, detention time will be continuous until pay begins for the next service or deadhead trip.

8. Engineers assigned to the Loyall/Erwin Coordinated Pool will be entitled to holiday pay if they meet the availability qualifications. If given the day off on a recognized holiday, engineers assigned to the Loyall/Erwin Coordinated Pool will not be required to be available, in which event the holiday pay will satisfy the guarantee.

Very truly yours,




Ralph Miller
Director of Labor Relations

AGREED:



General Chairman, BLE
(Former L&N)



General Chairman, BLE
(CRR)

cc: Mr. J. W. Crawford
Vice President, BLE

CRR LABOR AGREEMENT NO. 17

MEMORANDUM AGREEMENT
Between
SEABOARD SYSTEM RAILROAD
(former
Seaboard Coast Line Railroad Company
And
Clinchfield Railroad)
And Its Engineers Represented By The
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Agreement made by and between Seaboard System Railroad (former Seaboard Coast Line Railroad Company (SCL), and Clinchfield Railroad (CRR), and its Locomotive Engineers hereinafter referred to as Employees, represented by the Brotherhood of Locomotive Engineers.

PREAMBLE

The purpose of this agreement is to effect the consolidation and/or coordination of those terminal facilities at Spartanburg, SC in accordance with notice of May 9, 1984 served by Seaboard System Railroad, reading:

"Notice is hereby given of the intent of Seaboard System Railroad, on or About August 8, 1984, to coordinate yard and road switcher/shifter operations at and out of Spartanburg, South Carolina. Interstate Commerce Commission Finance Dockets 29916 and 30053 cover this transaction."

Thus, the agreement hereinafter set forth fulfills and disposes of said Notice.

IT IS AGREED:

Article I - Intent of Agreement

The purpose of this agreement is to cover the allocation of work between the engineers of the SCL and CRR when the terminal facilities of the SCL and CRR are consolidated and/or coordinated at Spartanburg, SC.

Article II - Consolidated Terminal

(a) Effective with the date of this consolidation, all yard service in the SCL and CRR yards will be coordinated. Yard service in the coordinated facility may then be adjusted to meet

MEMORANDUM AGREEMENT
Between
SEABOARD SYSTEM RAILROAD
(former
Seaboard Coast Line Railroad Company
And
Clinchfield Railroad)
And Its Engineers Represented By The
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Agreement made by and between Seaboard System Railroad (former Seaboard Coast Line Railroad Company (SCL), and Clinchfield Railroad (CRR), and its Locomotive Engineers hereinafter referred to as Employees, represented by the Brotherhood of Locomotive Engineers.

PREAMBLE

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Thus, the agreement hereinafter set forth fulfills and disposes of said Notice.

IT IS AGREED:

Article I - Intent of Agreement

The purpose of this agreement is to cover the allocation of work between the engineers of the SCL and CRR when the terminal facilities of the SCL and CRR are consolidated and/or coordinated at Spartanburg, SC.

Article II - Consolidated Terminal

(a) Effective with the date of this consolidation, all yard service in the SCL and CRR yards will be coordinated. Yard service in the coordinated facility may then be adjusted to meet

the needs of the service of the Carrier and all work will be manned by SCL and CRR engineers in accordance with the terms of this agreement.

(b) The consolidated switching limits are as indicated below and on Appendix A.

SCL - West to Greenville	Mile Post 86.4
South to Laurens	Mile Post 590.4
CRR - North to Bostic	Mile Post 275.0

Article III - Allocation and Filling of Positions

(a) Initial Allocation of Jobs - Pursuant to Section 4 of the New York Dock Conditions, the division of yard work within the consolidated terminal will be as follows:

The allocation of all yard assignments in the consolidated terminal will be based on total hours worked within the terminal by SCL road and yard crews and by CRR road crews for the years 1982 and 1983 resulting in the application of the following percentages:

SCL -	65.1%
CRR -	34.9%

(b) Blocking of Allocated Jobs - Jobs in the consolidated terminal will be numbered and identified, and SCL and CRR engineers will be given their choice of jobs in the selection order set forth in Appendix B.

(c) Bulletin Notice for Job Selection - At least twenty (20) days prior to the time the jobs are bulletined, a notice will be posted on all bulletin boards of each seniority district involved which will require that each engineer desiring to place himself on a job in the consolidated terminal will notify the Terminal Manager in writing within fifteen days of the date of the notice. An engineer failing to submit a request to select one of the jobs in the consolidated terminal will not be permitted to make a selection on such jobs, except that an engineer on vacation or marked off will be permitted, upon reporting, to exercise rights to one of those jobs allocated (an SCL engineer to SCL position, and a CRR engineer to CRR position). Engineers who have been off during the notice period will, upon reporting and prior to the expiration of the job bulletin period, make their selections known in accordance with the foregoing.

(d) Job Advertisement and Assignment - For the initial assignments in the consolidated terminal, all jobs will be bulletined to the SCL and CRR engineers at least seven days prior to the date set for filling said jobs. At the conclusion of the seven-day bulletin period, those engineers who have submitted written requests to the Terminal Manager will be contacted in seniority order on their respective seniority districts and awarded jobs in accordance with the selection order in Appendix B.

Should the supply of engineers making request to be contacted become exhausted on either of the seniority districts prior to all jobs being filled, the Local Chairman of that district will then make the remaining selections accruing to that district, and the jobs so selected will be filled in accordance with the agreement rules in effect on such district. After all jobs have been selected, a bulletin will be posted at least forty-eight hours prior to the effective date, showing the names of the engineers and the jobs to which they have been assigned.

The jobs selected by SCL and CRR engineers under this section will remain so designated.

(e) Allocated Trick Selections - In carrying out the percentage ratio as set forth in this Article, the number of jobs on each trick will be divided between the districts in accordance with the percentage ratios set out in Paragraph (a) so far as practicable to do so. This will not apply to jobs added subsequent to the initial allocations of jobs.

(f) Creation of New Jobs - When a job is created subsequent to the initial allocation of jobs, such jobs will be manned by employees from the seniority district standing for the next selection number pursuant to Appendix B and in accordance with the provisions of the applicable agreement.

(g) Reduction of Jobs - When jobs are reduced subsequent to the initial allocation of jobs, the selection order appearing in Appendix B will be reduced as follows:

1. When the job to be abolished belongs to the seniority district occupying the last selection number established pursuant to Appendix B the affected engineer may exercise seniority to displace another engineer from his seniority district. The selection preceding the last number in Appendix B then becomes the last selection number.

2. When the job to be abolished does not belong to the seniority district occupying the last selection number established pursuant to Appendix B, the engineer working the last selection number will vacate the job and it will then accrue to the seniority district whose job was abolished and will be filled by applicable rules of that district. The preceding selection number in Appendix B then becomes the last selection number.

(h) Manning Extra Jobs - Extra jobs will be manned, in turn, by extra engineers from the respective seniority districts on the basis of a continuing sequence as provided in Appendix B, and will be filled in accordance with applicable rules of the district involved.

(i) Filling Vacancies - Vacancies, including vacation vacancies, on each respective district will be filled in accordance with the applicable rules of the district involved.

(j) Seniority on Allocated Jobs - SCL and CRR engineers working in the consolidated terminal may exercise seniority among themselves as provided in their respective agreements.

(k) Equalization of Work - The Carrier will maintain a record of the engine hours worked by engineers in yard service in the Spartanburg consolidated terminal on regular assignments and on extra jobs, separated between SCL and CRR engineers. At the end of each twelve month period, beginning with the effective date of this agreement or at shorter intervals if mutually agreed by all concerned, the excess engine hours worked by engineers of one seniority district and the number of engine hours due the engineers of the other seniority district will be calculated by the use of the percentages specified in Paragraph (a) of this Article. An engineer from the seniority district having the shortage will be promptly assigned to the last regular position appearing on Appendix B belonging to the seniority district having the excess engine hours for a sufficient number of days to make the adjustment. No recovery will be due until the excess engine hours exceed 112 hours. A copy of the record herein provided for will be furnished to the General Chairmen of the Brotherhood of Locomotive Engineers.

(l) Manning the Service and Extra Engineers Filling Other District's Allocated Vacancies - The Carrier will take the necessary steps to provide sufficient engineers to protect the service, and engineers from one district will not be used to fill vacancies on jobs in the other district's allocation except

in case of an emergency. When an emergency exists and an extra engineer on one seniority district is used to fill a vacancy on the other district's allocation, the extra engineer used will be allowed the difference in earnings of the job worked and the job he would have worked had the vacancy been filled by an engineer of the proper seniority district. This paragraph is not intended to disturb existing schedule rules pertaining to the use of regularly assigned engineers off their assignments.

Article IV - Qualifying

(a) Employees standing to man jobs in accordance with the terms of this agreement will not be required to lose time for the purpose of learning such territory.

(b) Paragraph (a) of this Article was agreed to without prejudice to the position of the parties and will not be cited as a precedent in any other cases.

Article V - Application of Schedule and Agreement Rules

(a) The provisions of the schedule agreement between the former Seaboard Coast Line Railroad Company and its employees represented by the Brotherhood of Locomotive Engineers, as amended, covering rates of pay, rules and working conditions, will apply to former SCL employees in the consolidated Spartanburg Terminal.

(b) The provisions of the schedule agreement between the former Clinchfield Railroad and its employees represented by the Brotherhood of Locomotive Engineers, as amended, covering rates of pay, rules and working conditions, will apply to former Clinchfield employees in the consolidated Spartanburg Terminal.

(c) Where the rules of the respective agreements conflict herewith, the provisions of this agreement will apply. Rules or portions thereof that are not in conflict with this agreement are preserved.

Article VI - Protection

Section 1

(a) The labor protective conditions set forth in the New York Dock Railway Control, Brooklyn Eastern District, 360 I.C.C. 60 (1979) (New York Dock) imposed by the Interstate Commerce Commission in Finance Docket No. 29916, which are made a part hereof as Appendix D, shall be applicable to both road and yard employees determined to be "displaced employees" or "dismissed employees" as a result of the coordinated yard operations as set forth herein.

(b) The potential earnings of yard and/or road assignment operating at or out of the home terminal of employees protecting coordinated service or within a thirty mile radius therefrom will be posted in \$50.00 increments by the Carrier to be used as a guide for employees to evaluate seniority and compensation. Such information will be only for the guidance of protected employees and will not be construed as a guarantee that any assignment will earn the amounts specified.

Section 2

(a) In order that the provisions of the first proviso set forth in Article I, Section 3, of the conditions contained in New York Dock may be properly administered, each employee determined to be a "displaced employee" or a "dismissed employee" as a result of this agreement who also is otherwise eligible for protective benefits and conditions under some other job security or other protective conditions or arrangements shall, within ten days after having established "displaced" or "dismissed" status under the conditions set forth in New York Dock, elect between the benefits under such other arrangement and this agreement. This election shall not serve to alter or affect any application of the substantive provisions of Article I, Section 3.

(b) In the event an employee fails to make such election within the said ten day period, he shall continue to be entitled to the monetary protective benefits payable under the provisions of such other protective conditions or arrangement, and will not be subject to the monetary protective benefits of this agreement.

(c) There shall be no duplication of monetary protective benefits receivable by an employee under this agreement and any other agreement or protective arrangement.

(d) If, subsequent to the effective date of the coordination described herein, Carrier officers, supervisory officials or Organization representatives exercise seniority rights in road and/or yard service, then, during the period such seniority is exercised, such persons who meet the definitions of "displaced" or "dismissed" employees in the New York Dock Conditions shall be entitled to the same protection afforded employees in road or yard service in which such seniority is exercised. When determining the "average monthly compensation" for such persons, it is understood that:

1. As to "full time" organization representatives, Carrier officers and supervisory officials who do not work in the class or classes in which they hold seniority while

holding office, the individual's average monthly compensation for the last twelve months in which he performed service in a class in which he holds seniority will be determined and that amount increased by the percentage equivalent of general wage increases applicable to the class in which he last performed service prior to taking office which have been made effective while he has been serving as a "full time" Organization representative, Carrier officer or supervisory official.

2. As to other than "full time" Organization representatives, their "average monthly compensation" will first be arrived at as provided in Section 1 above. The "average monthly compensation" as thus determined will then be increased by the amount of 1.2 basic days' pay at the rate of service in which engaged at the time the individual laid off for each date on which the individual lost time (or, in the case of an extra man, was laying off) to participate in Organization business.

3. The dates, and rate of pay applicable to each, on which the individual lost time (or, in the case of an extra man, was laying off) in order to participate in Organization business will be certified by the individual involved and by an officer of his Organization and furnished to the designated officer of the Carrier.

(c) If, subsequent to the effective date of this agreement, officials or supervisory personnel exercise seniority rights in the craft or class of employees protected by this agreement, no employees subject to this agreement shall be deprived of the protection afforded herein.

Section 3

(a) Each "dismissed employee" shall provide the Carrier with the following information for the preceding month in which he is entitled to benefits no later than the tenth day of each month on a form provided by the Carrier:

1. The day(s) claimed by such employee under any unemployment insurance act.

2. The day(s) each such employee worked in other employment, the name and address of the employer and the gross earnings made by the "dismissed employee" in such other employment.

(b) In the event an employee referred to in this Section is entitled to unemployment benefits under applicable law but forfeits such unemployment benefits under any unemployment insurance law because of failure to file for such unemployment benefits (unless prevented from doing so by sickness or other valid causes) for purposes of the application of Subsection (c) of Section 6 of Appendix C, he shall be considered the same as if he had filed for, and received, such unemployment benefits.

(c) If the employee referred to in this Section has nothing to report under this Section account not being entitled to benefits under any unemployment insurance law and having no earnings from any other employment, such employee shall submit, within the time period provided for in Paragraph (a) of this Section the appropriate form stating "Nothing to Report".

(d) The failure of any employee referred to in this Section to provide the information required in this Section shall result in the withholding of all protective benefits during the month covered by such information pending Carrier's receipt of such information from the employee.

Article VII

The signatory parties are in accord that any inadvertent errors, omissions, or inclusions in this coordination agreement, including attachments hereto, recognized by both parties as being inconsistent with the purpose and intent of this agreement, will be corrected, included or deleted as the case may be, to properly reflect the understandings reached through negotiations.

Article VIII

For convenience, all references to gender 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 IX

The provisions of this agreement and the coordination shall become effective upon not less than ten days' written notice to the General Chairmen, with copies posted on bulletin boards accessible to employees concerned.

This agreement between Seaboard System Railroad (former Seaboard Coast Line Railroad and Clinchfield Railroad) and its employees represented by the Brotherhood of Locomotive Engineers

shall remain in effect unless changed by mutual agreement, or as provided by the Railway Labor Act, as amended. It is understood the General Chairmen will be considered as one party and the SCL and CRR as one party for the purposes of this agreement.

Signed at Jacksonville, Florida, this 13th day of August, 1985.

FOR THE EMPLOYEES:

FOR THE CARRIER:

M. L. Geiger

M. L. Geiger
General Chairman
(Former SCL)

Ralph Miller

Ralph Miller
Director of Labor Relations

G. L. Miotke

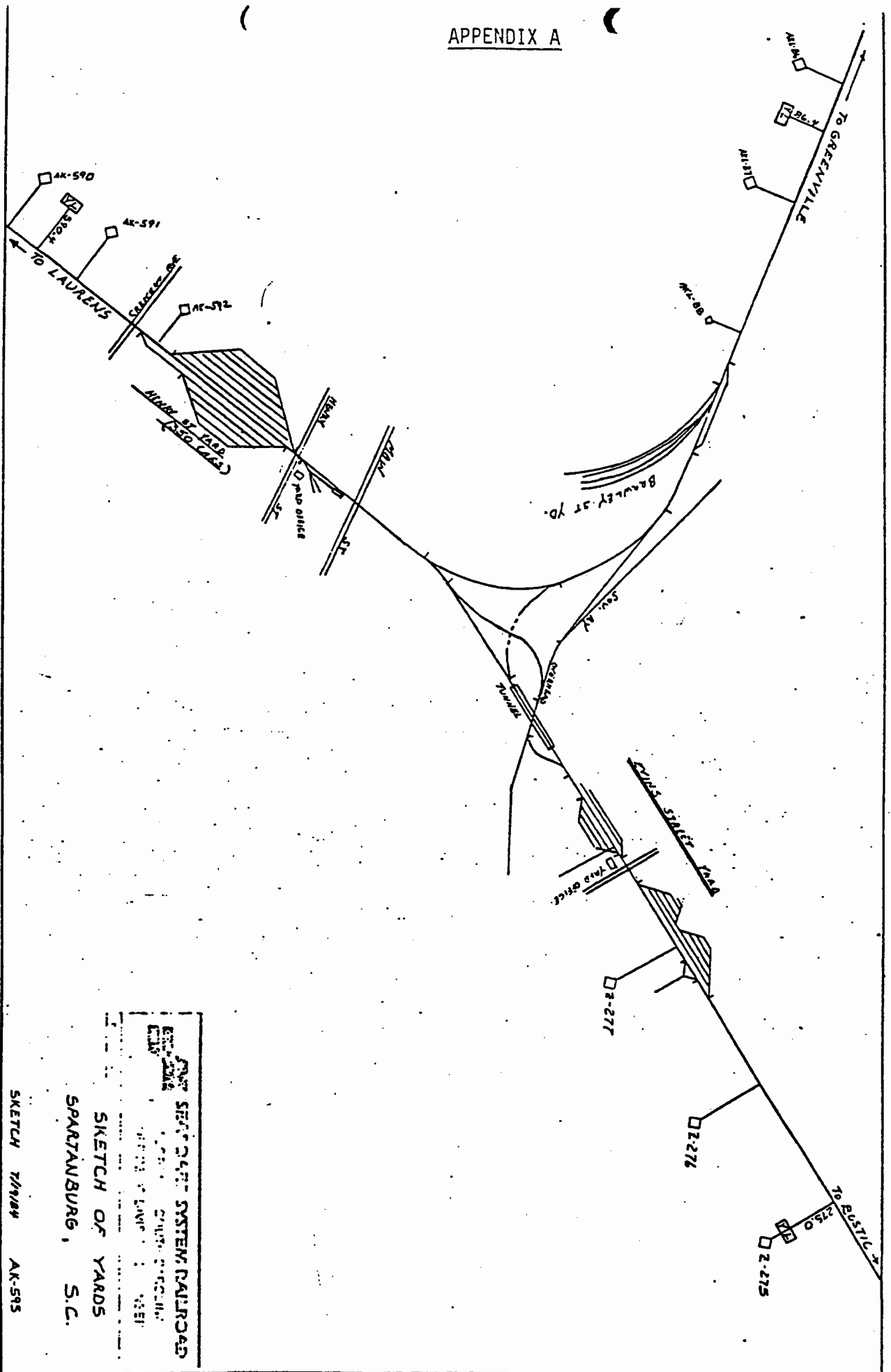
G. L. Miotke
General Chairman
(Former CRR)

APPROVED:

J. W. Crawford
J. W. Crawford, Vice President

3912/15

APPENDIX A



SOUTHERN RAILROAD SYSTEM
 SPACIANBURG, S.C.
 SKETCH 7/19/84 AK-595

APPENDIX B

ORDER SELECTION LIST
CONSOLIDATED SPARTANBURG TERMINAL

<u>Order Selection Number</u>	<u>Railroad</u>	<u>No. of Positions</u>
1	SCL	1
2	CRR	1
3	SCL	2
4	SCL	3
5	CRR	2
6	SCL	4
7	SCL	5
8	CRR	3
9	SCL	6
10	SCL	7
11	CRR	4
12	SCL	8
13	CRR	5
14	SCL	9
15	SCL	10
16	CRR	6
17	SCL	11
18	SCL	12
19	CRR	7
20	SCL	13

Section 1

Present agreements and/or arrangements under which yard service employees of either Carrier presently perform switching service outside of switching limits are preserved to employees in the coordinated Spartanburg Terminal to the same extent permitted by such agreements and/or arrangement.

Section 2

(a) Adequate locker, wash, toilet room and shower facilities will be provided and properly maintained in a clean and sanitary condition at the principal on- and off-duty points in the coordinated terminal.

(b) The washroom facilities will have hot and cold running water with soap and paper towels provided.

(c) The facilities shall be adequately lighted, heated in the winter and cooled in the summer as climatic conditions require.

(d) Lockers of 18" x 21" x 72" dimensions will be provided in sufficient quantity so that each regular employee will have his own locker and extra men will have lockers available for their use.

(e) Should a locker problem exist for yard service employees in the Spartanburg coordinated terminal, the parties will meet promptly for the purpose of correcting such problem.

(f) Should a parking problem exist for employees, such as lighting, ample space, all-weather surfacing, etc., the parties will meet promptly for the purpose of correcting such problem.

(g) Bulletin books, train register and standard clocks will be provided at the on- and off-duty point of yard and road freight crews.

Section 3

(a) Road and yard employees involved in the coordination may be required to perform service throughout the coordinated terminal in accordance with applicable schedule agreements in the same manner as though such coordinated terminal were included within their former terminals.

(b) Road and yard employees may be required to report and be relieved at designated points in the coordinated terminal as long as such points meet the requirements of applicable schedule agreements, interpretations and practices thereunder.

(c) When a road service employee is required to report or is relieved from duty at a point other than the on- and off-duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the employee back to the off-duty point.

NOTE: Suitable transportation includes Carrier-owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

Section 4

There shall be no restriction as to "blending or mixing" of Seaboard System Railroad routed cars in the territory covered by this agreement. Cars routed over any of the Seaboard lines and/or trains consisting of a combination of cars routed over any Seaboard lines may be handled within the territory covered by this agreement by any Seaboard crews having rights to operate within or through such territory.

Section 5

This agreement does not impose any restrictions that did not exist on the effective date of this agreement on work rights of any other assignments operating within or through the territory covered by this agreement.

Section 6

Evins Street Yard is designated as the on- and off-duty point for road and yard crews in the consolidated terminal. Designation of one point is without prejudice or precedent and does not change existing agreement provisions pertaining to designation of on- and off-duty points.

Section 7

In the event the switching limits of the coordinated Spartanburg terminal are extended after the coordination is placed in effect, the equity will be adjusted to reflect any identifiable former road work transferred to yard crews by such extension.

Section 8

CRR allocated equity in the coordinated terminal shall be protected by employees on the CRR road seniority roster.

Section 9

Mileage of SCL road crews who go on and off duty at Evins Street Yard shall be extended by two miles.

When CRR road crews are required to yard their train in the former SCL Yard, their trip mileage will be extended by two miles.

Section 10

Employees will not be transported in the back of pick-up or other types of trucks.

Section 11

In the application of the labor protective conditions (New York Dock Conditions), any employee whose regular assignment is abolished on or about the effective date of the agreement as a result of implementation of the coordinated service, and all employees who are in turn displaced by such employees, will be recognized as having established a valid basis for protective benefits if "placed in a worse position with respect to his compensation." This principle also applies to any other employee who, as a result of the coordination, is placed in a worse position with respect to his compensation, subject to all applicable provisions of the New York Dock Conditions.

This does not imply that automatic certification to employees is recognized.

NEW YORK DOCK CONDITIONS

Finance Docket No. 28250

APPENDIX III

Labor protective conditions to be imposed in railroad transactions pursuant to 49 U.S.C. 11343 et seq. (formerly Sections 5(2) and 5(3) of the Interstate Commerce Act), except for trackage rights and lease proposals which are being considered elsewhere, are as follows:

1. Definitions.-(a) "Transaction" means any action taken pursuant to authorizations of this Commission on which these provisions have been imposed.

(b) "Displaced employee" means an employee of the railroad who, as a result of a transaction is placed in a worse position with respect to his compensation and rules governing his working conditions.

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

(d) "Protective period" means the period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of 6 years therefrom, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employee was in the employ of the railroad prior to the date of his displacement or his dismissal. For purposes of this appendix, an employee's length of service shall be determined in accordance with the provisions of Section 7(b) of the Washington Job Protection Agreement of May 1936.

2. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of the railroad's employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.

3. Nothing in this Appendix shall be construed as depriving

any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided, that if an employee otherwise is eligible for protection under both this Appendix and some other job security or other protective conditions or arrangements, he shall elect between the benefits under this Appendix and similar benefits under such other arrangement and, for so long as he continues to receive such benefits under the provisions which he so elects, he shall not be entitled to the same type of benefit under the provisions which he does not so elect; provided further, that the benefits under this Appendix, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits; and, provided further, that after expiration of the period for which such employee is entitled to protection under the arrangement which he so elects, he may then be entitled to protection under the other arrangement for the remainder, if any, of this protective period under that arrangement.

4. Notice and Agreement or Decision.-(a) Each railroad contemplating a transaction which is subject to these conditions and may cause the dismissal or displacement of any employees, or rearrangement of forces, shall give at least ninety (90) days' written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of the railroad and by sending registered mail notice to the representatives of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be affected by such transaction, including an estimate of the number of employees of each class affected by the intended changes. Prior to consummation the parties shall negotiate in the following manner.

Within five (5) days from the date of receipt of notice, at the request of either the railroad or representatives of such interested employees, a place shall be selected to hold negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this appendix, and these negotiations shall commence immediately thereafter and continue for at least thirty (30) days. Each transaction which may result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces from all employees involved on a basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this Section 4. If at the end of thirty (30) days there is a failure to agree, either party to the dispute may submit it for adjustment in accordance with the following procedures:

(1) Within five (5) days from the request for arbitration the parties shall select a neutral referee and in the event they are unable to agree within said five (5) days upon

the selection of said referee then the National Mediation Board shall immediately appoint a referee.

(2) No later than twenty (20) days after a referee has been designated a hearing on the dispute shall commence.

(3) The decision of the referee shall be final, binding and conclusive and shall be rendered within thirty (30) days from the commencement of the hearing of the dispute.

(4) The salary and expenses of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(b) No change in operations, services, facilities or equipment shall occur until after an agreement is reached or the decision of a referee has been rendered.

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

Each displaced employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of his displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period), and provided further, that such allowance shall also be adjusted to reflect subsequent general wage increases.

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

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

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for justifiable cause.

6 Dismissal allowances.-(a) A dismissed employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall also be adjusted to reflect subsequent general wage increases.

(b) The dismissal allowance of any dismissed employee who returns to service with the railroad shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 5.

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

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

7. Separation Allowance.- A dismissed employee entitled to protection under this appendix, may at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this appendix) accept a lump-sum payment computed in

accordance with Section 9 of the Washington Job Protection Agreement of May 1936.

accordance with Section 9 of the Washington Job Protection Agreement of May 1936.

8. Fringe benefits.- No employee of the railroad who is affected by a transaction shall be deprived, during his protection period, of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, reliefs, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the railroad, in active or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

9. Moving expenses.- Any employee retained in the service of the railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction, and who within his protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects for the traveling expenses of himself and members of his family, including living expenses for himself and his family and for his own actual wage loss, not to exceed 3 working days, the exact extent of the responsibility of the railroad during the time necessary for such transfer and for reasonable time thereafter and the ways and means of transportation to be agreed upon in advance by the railroad and the affected employee or his representatives; provided, however, that changes in place of residence which are not a result of the transaction, shall not be considered to be within the purview of this section; provided further, that the railroad shall, to the same extent provided above, assume the expenses, et cetera, for any employee furloughed within three (3) years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claim for reimbursement shall be paid under the provision of this section unless such claim is presented to railroad within 90 days after the date on which the expenses were incurred.

10. Should the railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employee of benefits to which he otherwise would have become entitled under this appendix, this appendix will apply to such employee.

11. Arbitration of disputes.- (a) In the event the railroad and its employees or their authorized representatives cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this appendix, except Sections 4 and 12 of this Article I, within 20 days after the dispute arises, it may

be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or the highest officer designated by the railroads, as the case may be, shall be deemed the selected member and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree to a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding, upon the parties.

(b) In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the railroad will be entitled to appoint additional representatives so as to equal the number of labor organization representatives.

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

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

(e) In the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the railroad's burden to prove that factors other than a transaction affected the employee.

12. Losses from home removal.- (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the railroad (or who is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment within his protective period as a result of the transaction and is therefore required to move his place of residence:

(i) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by the railroad for any loss suffered in the sale

of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the date of the transaction so as to be unaffected thereby. The railroad shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other person.

(ii) If the employee is under a contract to purchase his home, the railroad shall protect him against loss to the extent of the fair value of equity he may have in the home and in addition shall relieve him from any further obligation under his contract.

(iii) If the employee holds an unexpired lease of a dwelling occupied by him as his home, the railroad shall protect him from all loss and cost in securing the cancellation of said lease.

(b) Changes in place of residence which are not the result of a transaction shall not be considered to be within the purview of this Section.

(c) No claim for loss shall be paid under the provisions of this Section unless such claim is presented to the railroad within 1 year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or their representatives and the railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner. One to be selected by the representatives of the employees and one by the railroad, and these two, if unable to agree within 30 days upon a valuation, shall endeavor by agreement within 10 days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the National Mediation Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

ARTICLE II

1. Any employee who is terminated or furloughed as a result of a transaction shall, if he so requests, be granted priority of employment or reemployment to fill a position comparable to that which he held when his employment was terminated or he was furloughed, even though in a different craft or class, on the railroad which he is, or by training or retraining physically and mentally can become, qualified, not, however, in contravention of collective bargaining agreements relating thereto.

2. In the event such training or retraining is requested by such employee, the railroad shall provide for such training or retraining at no cost to the employee.

3. If such a terminated or furloughed employee who had made a request under Sections 1 or 2 of the Article II fails without good cause within 10 calendar days to accept an offer of a position comparable to that which he held when terminated or furloughed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such 10-day period, forfeit all rights and benefits under this appendix.

ARTICLE III

Subject to this appendix, as if employees of railroad, shall be employees, if affected by a transaction, of separately incorporated terminal companies which are owned (in whole or in part) or used by railroad and employees of any other enterprise within the definition of common carrier by railroad in Section 1(3) of Part I of the Interstate Commerce Act, as amended, in which railroad has an interest, to which railroad provides facilities, or with which railroad contracts for use of facilities, or the facilities of which railroad otherwise uses; except that the provisions of this appendix shall be suspended with respect to each such employee until and unless he applies for employment with each owning carrier and each using carrier; provided that said carriers shall establish one convenient central location for each terminal or other enterprise for receipt of one such application which will be effective as to all said carriers and railroad shall notify such employees of this requirement and of the location for receipt of the application. Such employees shall not be entitled to any of the benefits of this appendix in the case of failure, without good cause, to accept comparable employment, which does not require a change in place of residence, under the same conditions as apply to other employees under this appendix, with any carrier for which application for employment has been made in accordance with this section.

ARTICLE IV

Employees of the railroad who are not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under these terms and conditions.

In the event any dispute or controversy arises between the railroad and an employee not represented by a labor organization with respect to the interpretation, application or enforcement of any provision hereof which cannot be settled by the parties within 30 days after the dispute arises, either party may refer the dispute to arbitration.

ARTICLE V

1. It is the intent of this appendix to provide employee protections which are not less than the benefits established under 49 USC 11347 before February 5, 1976, and under Section 565 of Title 45. In so doing, changes in wording and organization from arrangements earlier developed under those sections have been necessary to make such benefits applicable to transactions as defined in Article I of this appendix. In making such changes, it is not the intent of this appendix to diminish such benefits. Thus, the terms of this appendix are to be resolved in favor of this intent to provide employee protections and benefits no less than those established under 49 USC 11347 before February 5, 1976 and under Section 565 of Title 45.

2. In the event any provision of this appendix is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this appendix shall not be affected.

THE FOLLOWING QUESTIONS AND ANSWERS CONSTITUTE AGREED-UPON
INTERPRETATIONS OF THE LABOR PROTECTIVE CONDITIONS
ATTACHED TO THIS AGREEMENT

1. Q. Must a "Displaced Employee" exercise his seniority to an equal or higher-paying job to which he would be entitled in order to qualify for displacement allowance?
A. Not necessarily. However, a "Displaced Employee" failing to do so will be treated for purposes of the guarantee as occupying an available higher-paying position, subject to application of the one-for-one principle as set forth in Question and Answer 4.
2. Q. Is an employee hired after the effective date of this agreement eligible for protection under this agreement under any circumstances?
A. Yes, provided subsequent action taken by the carriers, pursuant to the authorization in I.C.C. Docket covering this transaction, results in such employee attaining status as a "Displaced Employee" or a "Dismissed Employee."
3. Q. Assuming the transaction covered by this agreement is effective on the scheduled implementation date contained in the posted notice. An employee attains status as a "Displaced Employee" as a result of the transaction six months thereafter. When does his protection expire?
A. Six (6) years from the month in which such employee is determined to be a "Displaced Employee.". However, the protective period for any particular employee shall not continue for a longer period following the date he was "displaced" or "dismissed" than the period during which such employee was in the employ of the railroad prior to the date of his "displacement" or his "dismissal."
4. Q. A job is available to more than one protected employee with higher posted earnings than any of their guarantees. Will the earnings of the higher posted assignment be charged against the guarantees of all such employees?
A. No more than one protected employee will be treated at any one time as occupying a higher-rated position held by a junior man. That is to say, the senior employee who is not earning his guarantee will be treated as occupying the position producing the highest earnings; the second such senior employee will be treated as occupying the position producing the second highest earnings, and so forth.

5. Q. An employee performs service as Extra Yardmaster, both prior to and subsequent to the effective date of this agreement. How will such service be computed?
- A. (1) Such service and time prior to the effective date of this agreement shall be included in the test-period computations.
- (2) Compensation for such service and time paid for subsequent to the effective date shall be applied against the test-period guarantee.
6. Q. Is it necessary that an employee be displaced from his assignment or position in order to establish eligibility for protective benefits under this "Transaction"?
- A. No, provided it can be shown that as a result of the involved "Transaction" such employee "is placed in a worse position with respect to his compensation."
7. Q. An employee with a guarantee of \$1,900 per month fails to exercise seniority to obtain a position with posted earnings of \$1,900-\$1,950. In a particular month, he earns \$1,850. What payment, if any, would be due?
- A. None, subject to the one-for-one principle - See Q. and A. No. 4.
8. Q. Employee Jones' guarantee is \$1,800 per month, and he claims a job with posted earnings of \$1,800-\$1,850 per month. A junior employee, Smith, has guarantee of \$1,700 per month and claims a job with posted earnings of \$1,800-\$1,900 a month. In a month, Jones has earnings of \$1,750 and Smith earns \$1,875 in the same month. Can the job to which Smith is assigned be charged against Jones?
- A. No. Jones fulfilled his obligation by exercising seniority to an assignment with posted earnings equal to or exceeding his guarantee. Provided Jones met all other requirements, he will be due \$50.

EXAMPLES

Jones is senior to Smith and their respective test-period monthly components are as follows:

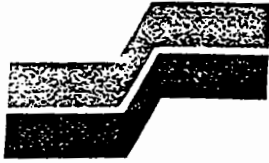
(Jones)	Monthly earnings, average	\$1,600.00
	Monthly hours average	200 hours
	Monthly average hourly rate.....	8.00
(Smith)	Monthly earnings, average	\$1,550.00
	Monthly hours average	190 hours
	Monthly average hourly rate.....	8.16

9. Q. Jones was available for service the entire month and worked 210 hours and earned \$1,680. What compensation would be due Jones?

- A. The \$1,680 he earned.
10. Q. Jones was available for service the entire month and worked 190 hours and earned \$1,575. What compensation would be due Jones?
- A. His earnings of \$1,575 plus \$25, or \$1,600, the amount of his monthly earnings' guarantee.
11. Q. Jones marked off two (2) days (his assignment worked 8 hours on each of the two days) during the month and worked 190 hours and earned \$1,575. What compensation is due Jones?
- A. He is only due \$1,575, his actual earnings, as he was not available for service equivalent to this base period of 200 hours; hence, 200 hours minus 190 hours leaves 10; 10 hours times his \$8 hourly rate equals \$80; which amount is deductible from the \$1,600 monthly guarantee.
12. Q. Jones marked off two (2) days (his assignment worked 8 hours on each of the two (2) days) during the month and worked 195 hours and earned \$1,550. What compensation would be due?
- A. His earnings of \$1,550 plus \$10, or \$1,560 calculated as follows: \$1,550 plus \$50 minus \$40 (200 hours minus 195 hours equals 5 hours times \$8 equals \$40 to be deducted.)
13. Q. Jones marked off two (2) days during the month and worked 170 hours and earned \$1,500. What compensation is due?
- A. \$1,500 as the calculation of his monthly guarantee, with deductions for two days' absence, resulted in less than his actual earnings, i.e., 16 hours (hours his assignment worked on the two off-days) times \$8 equals \$128. \$1,600 minus \$128 equals \$1,472.
14. Q. Jones worked his average monthly hours (200), but in such period did not earn his average monthly compensation. During the month Jones marked off for two (2) days. May the Carrier make deduction for the days Jones was off?
- A. No deduction would be made as Jones worked his average monthly hours during the month.
15. Q. Jones worked 210 hours, that is, 10 hours in excess of his average monthly hours. During the first 200 hours Jones earned \$1,550, \$50 less than his average monthly compensation. How would Jones be compensated?
- A. Jones is entitled to \$50, the difference in his average monthly compensation (\$1,600) and actual earnings (\$1,550) within his average monthly hours (200). Additionally, Jones would be compensated for his last 10 hours of service at the rate of pay appropriate of the service rendered.

16. Q. May an employee called and used as an emergency conductor or engineer, as the case may be, be charged with a loss of earnings on his regular assignment or with higher earnings on other assignments account of being so used?
- A. No, as he is protecting his seniority as conductor or engineer in accordance with the requirements of the applicable agreement.
17. Q. A job is advertised and the potential earnings are not posted. Jones is the successful bidder and earns \$1,550 during the month. Could the earnings of any assignment with either higher or lower earnings be charged against Jones?
- A. No, since the potential earnings of the job were not posted Jones would be entitled to \$1,550 plus \$50, or \$1,600, the amount of his monthly earnings' guarantee, provided he met all other requirements. When the potential earnings of the job are posted, Jones would then be expected to place himself on a higher-paying position, in accordance with normal bidding or displacement rules at his first opportunity, subject to principles outlined in Q. and A. No. 1.
18. Q. How is vacation pay treated in computing guarantees under this agreement?
- A. Hours and compensation for days on vacation during a calendar-month are treated, for the purposes of the guarantee, the same as any other compensation and hours creditable to that month. Thus, if a vacation falls entirely within one month, the compensation and hours shall be treated as all other compensation and hours creditable to that month. However, when a vacation commences in one month and ends in another, the vacation compensation and hours will be proportioned between the months (1/7 of the week's vacation compensation and hours for each day on vacation) in accordance with the number of vacation days falling in each month.
19. Q. In computing monthly guarantees, may a protected employee be charged with voluntary absence when directed or summoned by the Company to attend investigation, court, rules classes, etc.?
- A. No, provided such loss of time is necessary in order to reasonably comply with such directive or instructions.
20. Q. If an employee elects to accept the protective conditions of this agreement while otherwise eligible for protection under a former protective arrangement or agreement, will such employee resume protection under the former agreement at the expiration of the protective period under this agreement?
- A. Yes, provided protection under the former agreement has not been exhausted or expired.

21. Q. What is the meaning of "change in residence"?
- A. A "change in residence" as referred to in Section 5(b) and 6(d) of the attached Labor protective conditions shall only be considered "required" if the reporting point of the employee would be more than thirty (30) normal highway miles, via the most direct route, from the employee's point of employment at the time affected, and the normal reporting point is farther from the employee's residence than his former point of employment.
22. Q. How soon after end of month in which an employee is entitled to a protection allowance must he file claim for such allowance?
- A. Within 60 days following end of such month. However, the employee need not file claim until after being advised by the Carrier of his "average monthly compensation."
23. Q. When does the "ten day period," as applied to election of benefits, start to run for an individual employee?
- A. On the date the employee receives notification from the Carrier that as a "Displaced Employee" or a "Dismissed Employee," he has been placed in a worse position with respect to his compensation as a result of the transaction. It is understood such employee will be provided his "Test Period Averages" before an election must be made.



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202

Labor Relations Department

CC3 9079/12
Side Letter No. 1

Mr. M. L. Geiger, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1232
Leesburg, Florida 32748

Mr. G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 520
St. Paul, Virginia 24283

Gentlemen:

This refers to record of engine hours (straight time and overtime) worked by SCL employees on Spartanburg yard assignments, and SCL and CRR road engine hours in Spartanburg terminal during the period January 1, 1982 through December 31, 1983, which were furnished you for the purpose of arriving at the percentage allocations used in the agreement covering coordination of the Spartanburg Terminal facilities.

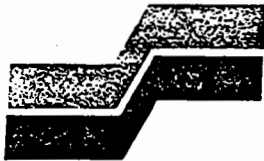
This is to certify that the information furnished was obtained from the records of the Carrier and is true and accurate to the best of our knowledge and belief.

This also confirms statement to you that if a request is made within 90 days of the date of the agreement, the General Chairmen, or their designated representatives, will be permitted reasonable access to available records needed to certify the information furnished. Should it develop that a change in the equity allocation is warranted, it will be made upon receipt of a joint request by the two General Chairmen.

Very truly yours,



Ralph Miller
Director of Labor Relations



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202

Side Letter No. 2 9077/12 CC3

Labor Relations Department

Mr. M. L. Geiger, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1232
Leesburg, Florida 32748

Mr. G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 520
St. Paul, Virginia 24283

Gentlemen:

This refers to agreement dated today covering coordination of yard facilities at Spartanburg, South Carolina.

It is agreed that in lieu of following the provisions of Article III, Paragraphs (c), (d), (e), (f) and (g) of that agreement that the initial job selections will be made by the respective Local Chairmen in the same manner as used heretofore at other points. Such selections will be made and furnished to the Carrier within seven days after the Local chairmen have been furnished a listing of the jobs to be worked in the coordinated operation. When this is completed, the jobs will be advertised and assignments will be made based upon bids received. Any jobs not filled by bid will be filled in accordance with the applicable schedule agreements.

Subsequent selection or readjustments as may be required because of additions and reductions will also be made by the Local Chairmen in the same manner.

This understanding shall remain in effect until cancelled by either party by service of twenty days' advance written notice, in which event the provision of the coordination agreement will be reinstated.

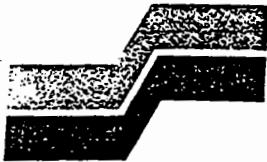
Very truly yours,

Ralph Miller
Director of Labor Relations

AGREED:

M. L. Geiger, General Chairman
Former SCL

G. L. Miotke, General Chairman
Former CRR



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202

Labor Relations Department

CC3 9352/12
Side Letter No. 3

Mr. M. L. Geiger, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1232
Leesburg, Florida 32748

Mr. G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 520
St. Paul, Virginia 24283

Gentlemen:

This confirms understanding reached today concerning application of Article III(1) of the agreement covering coordination of Spartanburg Yard facilities.

It is intended that use of an engineer of either district on a vacancy in the other district's allocation, as provided in Article III(1), shall apply only in emergency situations and will not be continued for additional tours of duty after the emergency ends.

Very truly yours,

Ralph Miller
Director of Labor Relations

Agreed:

M. L. Geiger, General Chairman
Brotherhood of Locomotive Engineers

G. L. Miotke, General Chairman
Brotherhood of Locomotive Engineers

CRR LABOR AGREEMENT NO. 18

LOCAL AGREEMENT
Between
CSX TRANSPORTATION, INC.
And Its Employees Represented By
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(Former L&N)

IT IS AGREED:

On the date the former L&N BLE Schedule Agreement becomes effective on the Clinchfield Seniority District, on a permanent basis, the following will apply:

1. Hours of Service Relief Engineers will be called from the appropriate extra boards of the territory concerned, in lieu of using pool crews to provide this service.
2. In the event a crew can not be made up from the extra board, a pool crew may be used.
3. Extra work trains will be protected by engineers called from the appropriate extra board, Erwin - Zone 1, Dante - Zone 2.

Signed at Jacksonville, FL, this 10th day of July, 1991.

FOR THE EMPLOYEES:

FOR CSX TRANSPORTATION, INC.:

Don Moates

Don Moates, General Chairman

L. W. Evans

L. W. Evans
Senior Director-Employee Relations

CRR LABOR AGREEMENT NO. 19



Employee Relations Department

500 Water Street
Jacksonville, FL 32202

July 10, 1991

CRR Labor Agreement No. 19

Mr. Don Moates, General Chairman
Brotherhood of Locomotive Engineers
224 North Third Street
Jacksonville Beach, Florida 32250

Dear Mr. Moates:

This refers to conferences concerning implementation of the L&N BLE Schedule Agreement, on a permanent basis, on the Clinchfield Seniority District.

During these conferences, the subject of through freight crews loading or unloading coal trains was discussed. In this regard, the practice in effect on the former L&N property will be extended to through freight crews local rate of pay for a tour of duty when the service of loading or unloading a coal train is performed. This would be paid as converted through freight rate.

If the above accurately reflects our understanding on this subject, please indicate your concurrence by signing in the space provided below.

Yours very truly,

L. W. Evans
Senior Director-Employee Relations

I AGREE:

Don Moates, General Chairman

CRR LABOR AGREEMENT NO. 20

CSXT Labor Agreement E-187-87

MEMORANDUM AGREEMENT
Between
CSX TRANSPORTATION, INC.
And Its Employees Represented By
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(Former CRR)

IT IS AGREED:

1. That the present switching limits at Mile Post 90.4, Kingsport, Tennessee, will be relocated to Mile Post 86.5 on the Kingsport Subdivision of the Corbin Division.

2. It is understood this agreement does not alter other agreement rules except to the extent necessary to fulfill the terms of this agreement.

3. This agreement will become effective upon written notice by the Division Manager of The Carrier to the undersigned General Chairman, along with the posting of a bulletin in the usual manner, and will remain in effect until changed in accordance with provisions of the Railway Labor Act, as amended.

Signed at Jacksonville, Florida, this 3rd day of November, 1988.

FOR THE ORGANIZATION:

FOR THE CARRIER:

A. L. Miotke
G. L. Miotke, General Chairman
Brotherhood of Locomotive
Engineers

G. F. Leif
G. F. Leif
Director of Labor Relations

APPROVED:

C. V. Monin
C. V. Monin, Vice President
Brotherhood of Locomotive Engineers

CRR LABOR AGREEMENT NO. 21



THE FAMILY LINES SYSTEM

PERSONNEL — LABOR RELATIONS DEPARTMENT

229 Nolichucky Avenue
Erwin, Tennessee 37650

File: BLE

July 19, 1982

Mr. G. L. Miotke
General Chairman
Brotherhood of Locomotive Engineers
Box 520
St. Paul, Virginia 24283

Dear Mr. Miotke:

This confirms understanding reached in conference concerning request that extra engineers from Erwin protecting temporary vacancies at Spruce Pine who are eligible for lodging at that point be allowed to claim an expense allowance for use of their personal automobiles, if they so elect, between Erwin and Spruce Pine in lieu of using lodging facilities at Spruce Pine.

Allowance for this purpose is established at one-half the prevailing rate paid for use of personal automobiles for the mileage between Erwin and Spruce Pine. Article 41 of the schedule agreement, as subsequently amended, shall not apply to any trips for which such allowance is due. The allowance shall not be payable on any day on which deadhead pay is due in either direction.

This understanding is applicable only between the stated points, shall not be cited or referred to in any manner, and shall remain in effect until cancelled by fifteen days' written notice by either party.

Very truly yours,

Ralph Miller
Ralph Miller

Director of Labor Relations
Clinchfield Railroad Company

RM: sb

AGREED:

CRR LABOR AGREEMENT NO. 22



Employee Relations Department

500 Water Street
Jacksonville, FL 32202

July 10, 1991

File: CRR Labor Agreement No. 22

Mr. D. Moates, General Chairman
Brotherhood of Locomotive Engineers
224 North Third Street
Jacksonville Beach, Florida 32250

Dear Mr. Moates:

This refers to conferences concerning implementation of the L&N BLE Schedule Agreement on the Clinchfield Seniority District. It was agreed that the following provisions will continue to apply on the Clinchfield Seniority District.

The so-called pusher assignments at Dante, VA will be recognized as mine run pusher assignments and will be governed by the conditions stipulated in CRR Labor Agreement No. 12 (formerly identified as Seaboard Labor Agreement E-012-86). It is understood that the set-back provisions of the waiting time agreement will apply to mine run and mine run pusher assignments at Dante, VA, in lieu of Section 3 of the Labor Agreement No. E-012-86.

Mine run pusher assignments at Dante, VA will not be required to perform general switching service within the terminal limits of Dante.

Shelby pool crew assignments working out of Dante, VA will continue to be exempt from provisions of the Waiting Time Agreement (CRR Labor Agreement No. 10) pertaining to advertised departure times.

The provisions of the Dante, VA Mine Run Agreement dated January 17, 1986 and the Road Switcher Agreement dated June 1, 1984, will apply on the Clinchfield Seniority District in lieu of Articles 4(d), 8(c) and 8(d) of the L&N BLE Schedule Agreement.

It is agreed that the mileage limitations set forth in Section 1 of the Road Switcher Agreement dated June 1, 1984 (CRR Labor Agreement No. 13) will not apply after the implementation of the L&N BLE Schedule Agreement on the CRR Seniority District.

Road Switcher Assignments will continue to be guaranteed no less than the advertised mileage of the assignment for each day worked.

If the above accurately reflects our understanding on this subject, please indicate your concurrence by signing in the space provided below.

Sincerely yours,

Larry W. Evans
Larry W. Evans
Senior Director of Employee Relations

I AGREE:

Don Moates
Don Moates, General Chairman

CRR LABOR AGREEMENT NO. 23



Employee Relations Department

500 Water Street
Jacksonville, FL 32202

July 10, 1991

File: CRR Labor Agreement No. 23

Mr. D. Moates, General Chairman
Brotherhood of Locomotive Engineers
224 North Third Street
Jacksonville Beach, Florida 32250

Dear Mr. Moates:

This refers to conferences concerning implementation of the L&N BLE Schedule Agreement on the Clinchfield Seniority District.

During these conferences it was agreed that the provisions of the BLE Schedule Agreement that pertain to Shop Engineers, Article 42 and those parts of other articles that reference shop engineers, are not applicable on the Clinchfield Seniority District.

It is also agreed that rules of the L&N BLE Schedule Agreement and any Memorandum of Agreements that apply to the class of Reserve Engineer are not applicable on the Clinchfield Seniority District.

If the above accurately reflects our understanding on the above subject matters, please indicate your concurrence by signing in the space provided below.

Sincerely yours,

Larry W. Evans

Larry W. Evans
Senior Director of Employee Relations

I AGREE:

Don Moates
Don Moates, General Chairman

CRR023.dbs

CRR LABOR AGREEMENT NO. 24

MEMORANDUM AGREEMENT
Between
CSX TRANSPORTATION, INC.
And Its Employees Represented By
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
Former Clinchfield Railroad Company

IT IS AGREED:

1. Engineers will be permitted to exercise their seniority in changing positions once every 30 days. An engineer exercising seniority must notify the crew dispatcher three (3) hours in advance of the reporting time of the assignment to which the engineer is exercising seniority.

2. An engineer displaced under this agreement shall arrange to place himself as soon as possible. In the event he has not done so within 24 hours from notification of displacement, the engineer will be placed on the road extra board if in road service, or placed on the yard extra board if in yard service.

3. Engineers voluntarily exercising seniority to an engineer pool may displace any junior assigned engineer and will be marked up in the turn of the engineer displaced. Pool or extra board engineers will not be allowed to exercise seniority within the pool or extra board to which assigned. Engineers displaced from a guaranteed pool or guaranteed extra board will be credited with a full calendar day with respect to the guarantee for that date. The guarantee for an engineer who voluntarily exercises seniority to the board or pool will commence at midnight following the time marked up and available for service.

4. While this agreement is in effect, Section 3 of the Road/Yard Consolidated Seniority Agreement dated August 13, 1985 is suspended (CSX Labor Agreement No. 8).

5. Engineers exercising seniority from road to yard or from yard to road cannot thereafter exercise seniority from the yard to the road or from the road to the yard for a period of thirty days except as provided in Section 4 of the Road/Yard Consolidated Seniority Agreement dated August 13, 1985 (CSXT Labor Agreement No. 8).

6. This agreement does not modify the zone rule requirement that an engineer moving from one zone to another zone must remain in the zone for 90 days.

7. 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 feminine gender.

8. This agreement shall become effective on August 2, 1991 and shall continue in effect unless terminated by 20 days' advance written notice by either party to the other.

Signed at Jacksonville, Florida, this 10th day of July, 1991.

FOR THE EMPLOYEES

Don Moates

Don Moates, General Chairman

FOR CSX TRANSPORTATION, INC.

L. W. Evans

L. W. Evans, Senior Director
Employee Relations

CRR24.dbs