AGREEMENT
between the
L/N RAILROAD
and BLE
March 1, 1979

The purpose of this Agreement is to insure that the carrier will have an adequate and trained work force of engineers (motormen) to meet its immediate and continuing needs through a program of job stabilization and job training for engine service employees.

IT IS HEREBY AGREED:

ARTICLE 1

EFFECT OF THIS AGREEMENT:

(a) Effective with the date of this Agreement, all engine service employees on the parts of the Louisville and Nashville Railroad Company where the Brotherhood of Locomotive Engineers now represents both engineers and firemen shall be governed by the terms and conditions of the Agreement by and between the Louisville and Nashville Railroad Company and the Brotherhood of Locomotive Engineers applicable to locomotive engineers.

(b) Existing agreements by and between the Louisville and Nashville Railroad Company and the Brotherhood of Locomotive Engineers governing the terms and conditions of engine service employees other than locomotive engineers are hereby suspended subject to the provisions of Article 13 of this Agreement.

(c) The Agreement by and between the Louisville and Nashville Railroad Company and the Brotherhood of Locomotive Engineers applicable to locomotive engineers is hereby amended to the extent and only to the extent specifically provided for by the terms and conditions of this Agreement dated June 9, 1972, as hereinafter set forth.

ARTICLE 2

CLASSIFICATION OF ENGINEERS:

The following classification of engineers shall be established for all present and future engine service employees:

(a) Engineer: Engineers actually working as such in any grade/class of service.

Reserve Engineer: Engine service employees who are qualified or certified to work as an Engineer, but not actually working as such.

Restricted Reserve Engineer: Engine service employees not eligible to

become engineers and specifically designated on each seniority district.

(b) Shop Engineer: A Reserve Engineer or Restricted Reserve Engineer designated to perform hostling service.

ARTICLE 3

JOB STABILIZATION:

(a) It will be the responsibility of the carrier to project the need for additional engineers and have them trained and ready for service when needed.

(b) The carrier will stabilize employment of qualified engineers by using reserve engineers in a manner provided for later in this Agreement to the extent necessary so that no qualified engineer will be furloughed as long as there is any road or yard job on his seniority district operating without two employees as classified in Article 2(a) above.

ARTICLE 4

SENIORITY AND ASSIGNMENTS:

(a) The seniority rosters of engine service employees on each seniority district shall be combined into a single seniority roster of engineers, in such a manner as to retain the relative standing of each employee, and to reflect the classifications established under Article 2(a) of this Agreement.

Note. The combining of rosters under this provision is confined to each seniority district.

(b) Employees hired or transferred for engine service on and after the date of this Agreement shall be placed on the engineers' seniority roster according to date of first service in any classification shown in Article 2(a) on which hired or to which transferred.

(c) A reserve engineer (or restricted reserve engineer subject to his specific restriction) shall be permitted to exercise his seniority on any assignment, as a second employee in engine service to which an engineer is assigned, or to a shop engineer assignment held by a junior man.

(d) Rules or regulations which now require a second engine service employee in passenger service are not changed by the terms of this Agreement. A reserve engineer (or restricted reserve engineer subject to his specific restriction) shall be permitted to exercise his seniority on such assignments.

(e) No engineer will be permitted to hold a run or job as reserve engineer while a junior engineer is working as an engineer, except where a local agreement permits.

ARTICLE 5

RATES OF PAY:

Effective with the date this Agreement is adopted, the rates of pay for engineers shall be those set forth below:

(a) The basic and mileage rates of pay for engineers shall be those set forth in Exhibit 1 of this Agreement. Rates of pay shown therein shall be

increased in accordance with Article 1, Sections 7, 8, 9, and 10(a)-(e) inclusive, of the May 13, 1971 Agreement. (Except on passenger trains where a second engine service employee is required, these are the rates for single-man operation.)

(b) Except when working as a shop engineer or on a passenger train or as the second engine service employee when required by law, a reserve engineer shall be paid ninety per cent (90%) of the total compensation earned by the engineer to which he is assigned for the trip or tour of duty.

(c) Except when working as a shop engineer, a restricted reserve engineer shall be paid eighty per cent (80%) of the total compensation earned by the engineer to which he is assigned for the trip or tour of duty.

(d) The basic rate of pay for reserve engineers and restricted reserve engineers when working as shop engineers shall be eighty-two and one-half per cent (82.5%) of the minimum basic rate of pay for engineers in yard service - that is, the rate applicable to locomotives weighing 450,000 and less than 500,000 pounds weight on drivers.

(e) A reserve engineer working as the second engine service employee on a passenger train or as the second engine service employee when required by law will receive the pay applicable to restricted reserve engineers under (c) above.

(f) The basic rate of pay for a shop engineer helper will be $36.02 per day.

ARTICLE 6

REST AND RECOVERY:

(a) There will be no change in the policy that has been in effect prior to this Agreement to engineers laying off.

(b) It will be the responsibility of the Carrier to project the need of additional engineers in order to prevent hardships on engineers account requiring them to work an excessive amount of time.

ARTICLE 7

FLEXIBILITY OF MILEAGE:

(a)

The carrier will have the prerogative, by individual seniority district, to:

1. Invoke or revoke the provisions of Article 3 of Agreement "A" dated May 23, 1952, to any number of yard assignments and place any number of assignments on a five-day week, or may discontinue any number of five-day assignments by giving the Local Chairman a 24-hour written notice.

2. Regulate maximum road freight mileage for engineers, reserve engineers and restricted reserve engineers in assigned, pool or chain gang freight service, including road extra list, or other service paying freight rates, in such a manner to keep the maximum mileage or equivalent thereof between 3,200 and 4,200 miles per

month.

3. The road mileage will not be reduced at any time until all yard jobs and shop engineer jobs are placed on five days per week.

4. When the amount of mileage engineers are permitted to make is changed, the Local Chairman will be notified before the first day of the month.

5. Change in mileage regulation will not be made during a month except by mutual agreement withk Local Chairman and Superintendent.

6. When the carrier proposes to regulate maximum mileage for engineers below 3,600 miles per month on a seniority district, the Local Chairman will advise the Superintendent, in writing, whether in his opinion the proposed maximum mileage is insufficient to provide engineers for the service without exceeding the mileage for one or more trips, and will advise at what level the maximum mileage should be established to prevent being exceeded. If, notwithstanding, the carrier elects to regulate maximum mileage below that suggested by the Local Chairman, and an engineer is required to depart from the home terminal of his run after accruing the maximum regulated mileage for that month, he will be allowed an arbitrary equivalent to 50 miles at the through freight rate applicable to 200-250 M class locomotive. Both carrier representative and the union representative will be realistic in projections of service requirements. It is the Local Chairman's responsibility to notify the carrier 5 superintendent that an engineer stands to exceed the mileage at least eight hours before the engineer stands for call, and failing to notify the Superintendent, the carrier will not be liable for the 50-mile penalty.

ARTICLE 8

SPECIAL DUTIES:

A reserve engineer may be held off his assignment to be used in special duties mutually agreed to by the carrier and the General Chairman, in which case he will be paid not less than he would have made on his regular assignment.

ARTICLE 9

CHOICE OF JOB - RESERVE ENGINEER OR RESTRICTED RESERVE ENGINEER:

(a) A reserve engineer (or restricted reserve engineer subject to his specific restriction) may exercise his seniority on the left side of any engineer assignment where no senior engine service employee is assigned, provided that such reserve engineers or restricted reserve engineers place themselves in a manner so that the same ratio of reserve engineers or restricted reserve engineers is assigned to road engineers and yard engineers as the number of road engineer assignments and the number of yard engineer assignments bear to the total number of engineer assignments on the seniority district, and provided further that, in the event there are no bids received on positions established as shop engineer or on the second engine service position where required by law or agreement, the vacancy shall be filled in

accordance with the rules of the Engineers' Agreement (Article 25, Section 9(a)2).

ARTICLE 10

EMERGENCY SERVICE:

(a) The senior available reserve engineer, or those working as the second engine service employee where required by law or agreement, may be used in emergency when the engineer's pool is exhausted to fill a vacancy as engineer on any run on his seniority district, in which case he will be paid as engineer on the position filled, except when Local Agreement provides otherwise.

(b) The junior available reserve engineers may be used to fill vacancies as shop engineer or as second engine service employee where required.

ARTICLE 11

HELD FOR SERVICE:

A reserve engineer may be held off his regular assignment for possible call as engineer. If not used, he will be paid time lost (without arbitraries) of his regular assignment.

ARTICLE 12

SHOP ENGINEER AND HELPER:

A reserve engineer (or restricted reserve engineer subject to his specific restrictions) may be assigned without an engineer to hostle engines. He will be designated as shop engineer and will be used to handle engines moving on their own power between points in designated terminals except where engines may on the date of this Agrement be handled by other than hostlers. Designated terminals are:

Cincinnati Terminal

Ravenna

North Hazard

Corbin Loyall

Louisville Term.

Nashville-Radnor Term.

Leewood

Bruceton

Birmingham-Boyles Term.

Montgomery

Knoxville

Mobile-Sibert Term.

Etowah

Pensacola

Atlanta-Tilford

Chattanooga-Wauhatchie

Cowan

Gentilly

Evansville-Howell Term.

East St. Louis

The term "helper" applies to employees when used to assist shop engineer on movements outside the shop areas. This Article 12 is not intended to expand the work to which hostlers now have the exclusive right on the Louisville and Nashville Railroad Company.

ARTICLE 13

DURATION OF AGREEMENT:

This Agreement shall be applicable on each seniority district separately and will be placed in effect by agreement in writing between the Local Chairman and the Superintendent, approved by the Assistant Vice President-Personnel & Labor Relations and the General Chairman of the Brotherhood of Locomotive Engineers. After the Agreement is placed into effect, it may be cancelled by either party during a six (6) month period beginning on the date of the agreement for that district, by the serving of a thirty (30) day written notice. If not cancelled within the six-month period, it will continue in effect subject to change in accordance with the provisions of the Railway Labor Act, as amended. Cancellation of the Agreement with-in the six-month period will have the effect of full reinstatement of all agreements for engine service employees in effect immediately preceding the date of this Agreement, including those that may have been amended, revised or eliminated by the terms of this Agreement.

Signed at Louisville, Ky., this 9th day of June, 1972.

For the Louisville and Nashville Railroad Co.:

J. B. CLARK

Assistant Vice President

Personnel and Labor Relations

For the Employees:

S. C. LANEY

General Chairman Brotherhood of

Locomotive Engineers

EXHIBIT 1 - STANDARD BASIC DAILY AND MILEAGE RATES OF PAY ARE NOT

REPRODUCED IN ELECTRONIC FORMAT

MEMORANDUM OF AGREEMENT

EFFECTIVE JULY 1, 1974

The parties signatory hereto agree that:

When a reserve engineer’s vacancy is created as a result of adjustment of the engineers' working list the vacancy will be advertised in accordance with Article 25 of the Engineers' Agreement and the successful applicant will choose the position which he desires to work as reserve engineer.

When a reserve engineer’s vacancy is created as result of an engineer in the reserve group moving from a reserve position (not including a shop engineer's position) to the engineers' working list (except when the engineers' working list has been increased or when the engineers' working list has been depleted by retirement, discharge, death of a locomotive engineer or for other reasons), the reserve engineer's vacancy will be advertised in accordance with Article 25 of the Engineer's Agreement and the successful applicant will choose the job which he desires to work as reserve engineer.

When a reserve engineer's vacancy is advertised, it may be claimed by another reserve engineer provided he was unable to claim the position vacated by the departing reserve engineer at the time he placed himself initially.

When a job is added which was not available to the reserve engineer at the time he made his initial selection, the senior reserve engineer making application will be permitted to move to that job provided he makes application during the bulletin period of the engineer's position.

This agreement is subject to cancellation by fifteen (15) days written notice from either party to the other.

Signed at Louisville. Ky., this 26th day of June, 1974.

For the Louisville and Nashville Railroad Co.:

S. B. CLARK

Assistant Vice President

Personnel and Labor Relations

For the Engineers:

S. C. LANEY

General Chairman Brotherhood of

Locomotive Engineers

MEMORANDUM AGREEMENT

It is agreed by and between the parties signatory here-to that, in the application of Reserve Engineers Agreement dated June 9, 1972, the following will govern:

1. When a reserve engineer is called from his regular assignment and used in emergency in any other service or classification as

engineer, he will be paid only for the service performed.

2. When a reserve engineer is withheld from his job when it is called to depart and is subsequently used in other service, his earnings while away from his run will be not less than those of his regular assignment as reserve engineer.

3. When a reserve engineer is used away from his run under conditions set forth in Sections 1 and 2 above on a job paying less than his run earns, he will be given preference to other emergency work in any classification as engineer that may arise while waiting for his job to return.

4. Reserve Engineers will supplement the engineers' pool, and when a reserve engineer who stands for a job or vacancy in any class of service as engineer is left on call, he will be held off his regular assignment until the employee who fills the vacancy returns to the terminal, or is released from duty if he is used in the terminal. Callers will provide available information pertaining to service requirements in order to permit engineers to utilize off-duty time and protect the service.

Signed at Louisville, Kentucky, this 23rd day of March, 1973.

For the Louisville and Nashville Railroad Co.:

S. B. CLARK

Assistant Vice President

Personnel and Labor Relations

For the Employees:

S. C. LANEY

General Chairman Brotherhood of Locomotive Engineers

INTERPRETATION

IT IS AGREED by and between the parties signatory hereto that in the application of the Reserve Engineers Agreement dated June 9, 1972, and supplemental agreement of March 23, 1973, the following will govern:

"The March 23, 1973 Memorandum Agreement relative to reserve engineers being used as engineers when the engineers' pool is exhausted reads in part as follows:

4. Reserve engineers will supplement the engineers' pool, and when a reserve engineer who stands for a job or vacancy in any class of service as engineer is left on call, he will be held off his regular assignment until the employee who fills the vacancy returns to the terminal, or is released from duty if he is used in the terminal. Callers will provide available information pertaining to service requirements in order to permit engineers to utilize off-duty time and protect the service.'

It is understood that when more than one reserve engineer misses a call as engineer, only the first-called reserve engineer will be held off his regular assignment until the employee who fills the vacancy returns to the terminal or is released from duty if he is used in the terminal; other reserve

engineers missing the call will not be held off their regular assignments, but this does not relieve them of protecting the service."

Signed at Louisville, Kentucky this 15th day of June, 1973.

For the Louisville and Nashville Railroad Co.:

S. B. CLARK

Assistant Vice President Personnel and Labor Relations

For the Employees:

S. C. LANEY

General Chairman Brotherhood of Locomotive Engineers

SYNTHESIS

Operating Vacation Agreement

The following represents a synthesis in one document for the convenience of the parties, of the National Vacation Agreement of April 29, 1949, between certain carriers represented by the National Carriers' Conference Engineers and the United Transportation Union (formerly the Brotherhood of Locomotive Engineers and the United Transportation Union (formerly the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America), and the several amendments made thereto in various national agreements up to January 27, 1972:*

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any vacation provision, the terms of the appropriate vacation agreement shall govern.

Section 1

> (a) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950**, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See Note below.)

*Agreement of 5/13/71 with the BLE

*Agreement of 1/27/72 with the UTU

Beginning with the year 1960 on all other carriers, in the application of this section 1(a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See Note below.)

** (All references to September 25, 1950 Agreement should read September 21, 1950)

(b) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See Note below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See Note below.)

(c) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having ten or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules, and during the said ten or more years of continuous service renders service of not less than sixteen hundred (1600) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an

individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall he computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See Note below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See Note below.)

> (d) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty or more years of continuous service renders service of not less than thirty-two hundred (3200) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See Note below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See Note below.)

> (e) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See Note below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See Note below.)

Note. In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

(f) - In dining car service, for service performed on and after July 1, 1949 - each 71/2 hours paid for shall be considered the equivalent of one basic day in the application of Section 1(a), (b), (c), (d) and (e).

(g) - Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section 1(g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(h) - Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), sixteen hundred (1600) basic days under Section 1(c), thirty-two hundred (3200) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1(e).

(i) - Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home

road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(j) - In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

(1) - In stances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1 (a), (b), (c), (d) or (e) and (j) hereof.

Section 2 - Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

General

(a) - An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as

provided in subparagraph (b).

(b) - Beginning on the date Agreement "A" dated September 25, 1950, May 25, 1951, or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement are concerned:

Yard Service

(1) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

(2) An employee having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (i)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

Note: Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

Section 3 - Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4 - Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5 - The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rates of

schedule agreements.

Section 6 - Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

Section 7

(a) - Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

(b) - After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

Section 8 - The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

Section 9 - The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom. With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

Section 10 - Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled

further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committee signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11 - This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employees represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers and the United Transportation Union.

Section 12 - This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

Section 13 - This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

Section 14 - The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

EMPLOYEE MEMBERS

B. N. Whitmire

M. W. Hampton

K. Levin

Q. C. Gabriel

W. R. Meyers

CARRIER MEMBERS

Robert Brown

J. B. Clark

M. E. Parks

G.M. Seaton, Jr.

T. F. Strunk

INTERPRETATION OF CONTINUOUS SERVICE PROVISIONS OF SECTION 1 OF VACATION AGREEMENT

In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations and on file with the carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their terms and conditions for the year 1955.

Signed at Chicago, Illinois, this 18th day of January, 1956.

Carrier Members

Section 10 Committee

Signatures

Not

Reproduced

Employee Members

Section 10 Committee

Signatures Not Reproduced

VACATION MEMORANDUM OF AGREEMENT BETWEEN LOUISVILLE AND NASHVILLE RAILROAD

AND ITS ENGINEERS, FIREMEN AND HOSTLERS (NOT INCLUDING MONON SUB-DIVISION) REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS.

1. Vacation will be granted to each employee subject to the scope of this agreement who qualified for vacation under Section 1 of the July 1, 1949 Vacation Agreement, as amended.

2. Bulletins will be posted on December 1 of each year requesting all qualified employees to indicate promptly in writing on prescribed form to

proper officer within fifteen (15) days of the bulletin their five preferences for vacation period. Each of the five preferred periods will begin on Monday and end on Sunday. After the fifteen day bulletin period, local representatives of the company and the organization will confer and cooperate in assigning a scheduled vacation period for each qualified employee. Due regard shall be given to the requirements of the service, the seniority order of the employees in the class of service in which assigned and the order of preferences of the employees. In assigning vacation periods to employees in any one class, the total number of weeks of vacation due employees in that class will be divided by 52; the number thus obtained shall be the number of employees scheduled to be on vacation during each week of the year. Glass of service in which the employee is engaged on December 1 of each year will determine the class of service in which the vacation will be assigned. Bulletins will be posted not later than December 28 showing the scheduled vacation period for each employee, and copies of such bulletins will be furnished the Local Chairman of the Organization.

Note. It will be the responsibility of each employee sufficiently in advance before starting his vacation to determine from the local representatives of the company if he has rendered sufficient service to qualify for a vacation.

3. Qualified employees who fail to file prescribed form for vacation within the fifteen-day bulletin period will be arbitrarily assigned a scheduled vacation by the local representatives of the company and the local chairman which will be designated after periods have been assigned to those who filed prescribed form for vacation within the fifteen-day bulletin period. Such scheduled vacation periods as may be arbitrarily assigned will be included in the bulletin posted not later than December 28.

4. Employees who are furloughed or who are not available for duty during the fifteen-day bulletin period referred to shall, promptly upon return to service, indicate on prescribed form to the proper officer their five preferences for vacation period.

5. Employees who have qualified for an additional week of vacation prior to the starting time of their scheduled vacation will be granted such additional week following their scheduled vacation providing there is sufficient time remaining during the calendar year. In event there is insufficient time remaining during the calendar year to grant the additional week following the employee's scheduled vacation, such additional week will be granted continuous with and preceding the scheduled vacation, provided the employee has qualified for the additional week prior to the starting time that such additional week is granted.

6. Vacations will begin at the division home terminal or at the home terminal of outlying runs. In event an employee is away from his home terminal on Monday, the first day of his scheduled vacation period, he will, upon the day he returns to his home terminal, be relieved for vacation and such day will be the first day of his vacation, except if the return trip to home terminal started on the day relieved, the following day will be considered the first day of his vacation.

7. Employees will not be permitted to waive vacations and elect to receive pay in lieu thereof, except in case of an employee retiring from the service. No change in vacation assignments as scheduled will be permitted without agreement between the Superintendent and the Local Chairman except to prevent furloughing employees in the seniority district. In event employees

cannot be released for vacation and are required to work during their scheduled vacation periods, they will be paid therefor according to the provisions of Section 2 of the Vacation Agreement effective July 1, 1949, as amended.

8. Employees who qualify for two, three, four or five weeks of vacation under provisions of the July 1, 1949 Vacation Agreement, as amended, will be permitted, upon request, to split vacations into no more than two, three, four or five periods respectively, (each period must be exactly one week or a multiple of one week), subject to the following conditions:

(a) The company will assume no additional expense in granting vacations as a result of this rule.

(b) Deadheading will be allowed only on the first trip to the outlying point to protect the first period of a split vacation and only on the last trip returning from the outlying point at the completion of the last period of the split vacation, regardless of the number of men sent to fill the vacation vacancy. In other words, no more than one round trip will be allowed, the same as if the vacation had not been split.

(c) Only one period of a split vacation will be assigned during the months of June, July and August.

(d) Section 6 of the 1949 Vacation Agreement provides in part:

"Due regard, consistent with the requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations."

In applying the principle set forth above, consideration will be given to only one period of a split vacation in assigning vacations in any class of service. An employee requesting a split vacation will designate which period he desires considered in accordance with the above. After all employees of a particular class have been assigned one vacation period in accordance with the above quoted principle, the second period of split vacations will be assigned; similarly, third periods will be assigned after all second periods have been scheduled; fourth periods after all third periods and fifth periods after all fourth periods, consistent with the requirements of the service.

9. When an employee's appropriate anniversary which would entitle him to an additional week of vacation occurs in a year in which he is qualified to receive a vacation (and the employee is otherwise qualified for the additional week) the employee must, in order to qualify for the additional week under this agreement, schedule and start the first period of the split vacation on or after the appropriate anniversary date.

10. This agreement cancels Memorandum Agreement dated January 20, 1970, providing for changes in vacation; Memorandum Agreements dated August 1, 1958 and January 20, 1970 providing for split vacations; and Memorandum of Agreement dated February 9, 1962, providing manner of assigning vacations.

11. This agreement shall be effective with vacation taken during 1973 and shall continue in effect subject to sixty (60) days' written notice by either party, except that such cancellation will be effective only at the beginning of a calendar year.

Signed at Louisville, Kentucky, this 18th day of December, 1972.

For the Louisville and Nashville Railroad Co.:

J. B. CLARK

Assistant Vice President

Personnel and Labor Relations

For the Employees:

J. C. LANEY

General Chairman Brotherhood of

Locomotive Engineers

From National Agreement Dated March 10, 1969
ARTICLE IV

PAYMENTS TO EMPLOYES INJURED UNDER CERTAIN CIRCUMSTANCES:

Where employes sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employes, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions:

This Article is intended to cover accidents involving employes covered by this Agreement while such employes are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

(1) deadheading under orders or

(2) being transported at carrier expense.

(b) Payments to be Made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the foUowing benefits:

(1) Accidental Death or Dismemberment

The Carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	$100,000
Loss of Both Hands	100,000

Loss of Both Feet	100,000
Loss of Sight of Both Eyes	100,000
Loss of One Hand and One Foot	100,000
Loss of One Hand and Sight of One Eye	100,000
Loss of One Foot and Sight of One Eye .	100,000
Loss of One Hand or One Foot or Sight of One Eye	50,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

Not more than $100,000 will be paid under this paragraph to any one employe or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The Carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of $3,000 for any employe for any one accident, less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company under any other medical or insurance policy or plan paid for in its entirety by the Carrier.

(3) Time Loss

The carrier will provide an employe who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employe's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of $100.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employe is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to $1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of $1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employe a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employe's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employe, for the benefit of his estate.

(d) Exclusions

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

(1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;

(2)Declared or undeclared war or any act thereof;

(3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;

(4) Accident occurring while the employe driver is under the influence of alcohol or drugs, or if an employe passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;

(5) While an employe is a driver or an occupant of any conveyance engaged in any race or speed test;

(6) While an employe is commuting to and/or from his residence or place of business.

(e) Offset

It is intended that this Article IV is to provide a guaranteed recovery by an employe or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employe or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employe or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation

The carrier shall be subrogated to any right of recovery an employe or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article. The payments provided for above, will be made, as above provided, for covered accidents on or after July 1, 1969.

It is understood that no benefits or payments will be due or payable to any employe or his personal representative unless such employe, or his personal representative, as the case may be, stipulates as follows:

Q_ "In consideration of the payment of any of the benefits provided in Article IV of the Agreement of March 10, 1969

___----------

(employe or personal representative)

agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

Savings Clause

This Article IV supersedes as of July 1, 1969 any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employes party hereto, may by advising the other party in writing by June 2, 1969, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article IV in lieu of this Article IV.

SYNTHESIS OF HOLIDAY PAY PROVISIONS

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern:

PAID HOLIDAYS

Preamble: The following provisions will be extended to ~l employes represented by the Brotherhood of Locomotive Engineers on the Louisville and Nashville Railroad.

(a) Subject to the qualifying requirements contained in paragraph (c) hereof, engineers shall receive one basic days' pay at the rate for the class or craft of service in which last engaged for each of the following enumerated holidays:

_ New Year's Day Veterans' Day

Washington's Birthday Thanksgiving Day

Good Friday Christmas Eve

Memorial Day Christmas Day

Fourth of July

Labor Day

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked.

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

(b) Any of the employes described in paragraph (a) hereof who works on any of the holidays listed in paragraph (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

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

(c) To qualify for holiday pay benefits, an employe must be on the active working list for the full twenty-four (24) hours of the holiday and not lay off on the holiday. Missing a call for work on the holiday will be considered as laying off for purposes of this paragraph.

Note. This qualification rule may be retained by the employes in lieu of any future changes in national qualifications, if desired.

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

(d) Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to paragraph (a) hereof, unless the regularly assigned employe fails to qualify under paragraph (c) hereof, shall be applied toward such guarantee. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the Carrier's right of annul assignments on the holidays enumerated in paragraph (a) hereof.

(e) When any of the ten recognized holidays enumerated in paragraph (a) hereof falls during an employe's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay benefits if qualified.

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

SWITCHING LIMITS

From May 18, 1971 National Agreement

Article 7 - Changing switching limits of the May 23, 1952 Agreement is hereby amended to read as follows:

(a) Where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within sixty days following the date of the last conference. The carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman or General Chairmen shall designate the exact questions or conditions such General Chairman or General Chairmen desire to submit to arbitration. Such questions or conditions shall constitute the questions to be submitted to arbitration. The decision of the Arbitration Board will be made within 30 days after the Board is created, unless the parties agree at anytime upon an extension of this period. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon 7 days notice by the carrier.

(b) This rule shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

(c) This rule shall become effective September 1, 1971, except on such

carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before August 1, 1971.

SWITCHING SERVICE FOR NEW AND OTHER INDUSTRIES

Article 6 of the Agreement of May 23, 1952 is hereby amended to read as follows:

(a) Where, after the effective date of the May 23, 1952 Agreement, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with either roadmen or yardmen, or both, without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four (4) miles from the switching limits. Other industries located between the switching limits and such new industries may also be served by either road or yard men without additional compensation or penalties therefor to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

(b) When service is performed outside of switching limits by yard men under the above provisions, the yard engineer or yard engineers involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industries in accordance with this rule and a statement of such time shall be furnished the BLE General Chairman or General Chairmen representing yard and road engineers by the carrier each month. The BLE General Chairman or General Chairmen involved may at periodic intervals of not less than three months designate a plan for apportionment of time whereby road engineers from the seniority district on which the industries are located may work in yard service under yard rules and conditions to offset the time consumed by yard crews outside the switching limits. Failing to arrange for the apportionment at the indicated periods they will be understood to have waived rights to apportionment for previous periods. Failure on the part of employee representatives to designate an apportionment, the carrier will be under no obligation to do so and will not be subject to claims.

(c) This rule shall in no way affect the servicing of industries outside yard or switching limits at points where no yard crews are employed.

(d) The foregoing is not intended to amend or change existing agreements involving full time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in paragraph (a) herein that have been negotiated on individual properties since the national agreement of 1952.

(e) This rule shall become effective September 1, 1971, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before August 1, 1971.

INTERCHANGE SERVICE -YARD, BELT LINE AND TRANSFER CREWS

1. Where a carrier has the right to make interchange movements with yard, belt line or transfer engine crews, such crews may be required to handle interchange movements to and from a connecting carrier without being required

to run light in either direction.

Note. This provision does not preclude the carrier from making interchange movements on tracks over which it may acquire rights to operate in the future, nor does it preclude the employees from opposing the granting of such rights.

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

3. Where a carrier does not now have the right to designate additional interchange tracks it may designate such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins designating additional interchange tracks hereunder will be furnished the General Chairman or General Chairmen involved prior to the effective date.

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

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

6. Every employee deprived of employment as the direct or indirect application of the foregoing provisions shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936, except that the 60% of the average monthly compensation will be changed to 100% (less earnings in outside employment) and be extended to provide periods of payment equivalent to length of service not to exceed 5 years, and to provide further that allowances in Section 7(a) be increased by subsequent general wage increases.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article.

7. This rule shall become effective September 1, 1971, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before August 1, 1971.

LODGING AGREEMENT

1. Suitable lodging for engineers qualified therefor under Article II,

Section 1, of the National Agreement of June 25, 1964, will be provided at points and establishments mutually satisfactory to the Director of Personnel of the carrier and the General Chairman of the Brotherhood of Locomotive Engineers, at the carrier's expense.

2. The term "suitable lodging" is defined to mean sanitary rooms, one man to a room. Each room shall be equipped with a comfortable bed. Bathing facilities, with hot and cold running water, and toilet will be readily available to the occupants of these rooms on the same floor. Blankets and clean linen (sheets and pillow cases) and soap and towels will be supplied for each occupant. Periods of occupancy, during layover periods while available for call, will not be limited. Rooms will be cleaned and bed linen changed after each occupancy by personnel other than engineers. Rooms shall be cooled or heated when climatic conditions normally require such cooling or heating.

3. If a lodging facility provided in accordance with Section 1 hereof becomes unsatisfactory to either party to this agreement and correction is not feasible, designation of the facility will be cancelled and the parties will proceed again in accordance with Section 1 hereof.

4. The parties will promptly fulfill their obligations under the foregoing provisions of this agreement. In the event a road service engineer (except short turnaround passenger engineer) is tied up four (4) hours or more at a terminal or tie-up point described in Article II of the National Agreement of June 25, 1964, at which suitable lodging has not been provided in accordance with Section 1 hereof, an equitable allowance in lieu of lodging, in the amount of $2.00, will be allowed for each such tie-up. However, if the engineer is tied up for more than 24 hours an additional allowance of $2.00 will be made.

5. If an engineer is tied up four (4) hours or more at a terminal or tie-up point as described in Article II of the National Agreement of June 25, 1964, but the designated facility at which suitable lodging has been provided in accordance with Section 1 hereof has no room available and arrangements have not been made elsewhere for overflow, the engineer, if qualified to receive suitable lodging, will be allowed the equitable allowance of $2.00 or actual lodging expense, whichever is the greater. Claim for the actual lodging expense will be supported by receipt.

6. An engineer in interdivisional service, the designated home terminal of which is off of his seniority district, but who lives at or in the vicinity of the away-from-home terminal of his assignment, will be allowed $2.00 in lieu of lodging for each tie-up of four (4) hours or more at the away-from-home terminal of his assignment.

7. In cases where lodging facilities are not provided, engineers in work train and wrecker service tied up on line of road or at terminals other than the division home terminal for four (4) hours or more and engineers tied up on line of road under the Hours of Service Law for four (4) hours or more will be paid a monetary allowance of $2.00 in lieu of lodging for each such tie-up, provided, however, if the engineer is tied up for more than twenty-four (24) hours, an additional 2.00 allowance will be made.

8. If an engineer is called for duty prior to having been tied up for four (4) hours or more and for any reason the train does not depart until more than one hour after the on-duty time, the four hours will be computed to extend to 30 minutes prior to actual departure time from the terminal.

EXAMPLE 1

An engineer tied up at 4:00 p.m. He is called on duty at 7:45 p.m. The train does not depart until 9:15 p.m. The engineer would be considered tied up from 4:00 p.m. to 8:45 p.m. and would be allowed a meal allowance and also the equitable allowance in lieu of lodging, but in no event will he be entitled to both lodging and the lodging allowance.

EXAMPLE 2

The engineer in the foregoing example departs at 8:45 p.m. He would not be entitled to meal allowance nor allowance in lieu of lodging.

9. In the event the carrier constructs and operates or arranges for the construction and/or operation of lodging facilities in accordance with specifications hereunder set forth at one or more points on its system for the accommodation of train and engine service employees qualifying for lodging under the provisions of Article II, Section 1, of the National Agreement of June 25, 1964, the foregoing provisions of this agreement relating to the furnishing of suitable lodging or an equitable allowance in lieu thereof shall cease to apply at such point or points when such facilities are placed in service.

SPECIFICATIONS

1. Single occupancy rooms.

2. Adequate lighting and ventilation, including a window in each sleeping room.

3. Controlled heat in winter and air-conditioning in summer.

4. Easy access to toilet and bath facilities on the same floor.

5. Towels, soap and toilet tissue furnished.

6. Cooled drinking water.

7. Hot and cold water.

8. Twin-size bed with box springs, mattress and blankets.

9. Linen changed after each occupancy.

10. Room dimensions to be not less than 8 ft. by 9 ft. by 8 ft. high.

11. Room to be equipped with comfortable chair, night stand and clothes rack.

12. Lounge, including comfortable chairs, writing tables and lamps.

13. Surface of floor to be other than concrete.

14. Adequate kitchen facilities where restaurant is not located within one-half mile of lodging.

10. In instances where the distance from the off-duty point to the lodging facility provided by the carrier in accordance with the terms of this agreement, or from such lodging facility to the on-duty point, is one mile or

more, the carrier will provide transportation without cost to the engineers. Except as provided hereinafter, such transportation will be in automotive passenger vehicles and will be made available within 30 minutes after time of relief from duty. When it becomes known that the vehicle normally used for transportation will not be available with the specified 30 minutes, the carrier's representative will arrange for taxi service provided the taxi can be made available before the vehicle normally used. In instances where the distance from the off-duty point to the nearest public bus line stop, or from the nearest public bus line stop to the on-duty point, as the case may be, is not more than one-fourth mile and the distance between the lodging facility and the nearest public bus line stop is not more than one-fourth mile, engineers entitled to transportation at the company's expense will, when directed by the carrier, use public bus transportation during such hours as the public bus schedules are not more than 30 minutes apart, and in that event they will pay the bus fare and it will be reimbursed to them by the carrier. Such bus service will constitute satisfactory transportation under this Section. The distances referred to in this Section are to be computed via the route a pedestrian would normally travel.