

U.T.U.

OCTOBER 31, 1985

SOURCE	C.		
EFF.	85	10	31
TERM.	88	12	31
No. OF EMPLOYEES	25		
NOMBRE D'EMPLOYES	A.B.		

MEDIATION AGREEMENT, CASE A-11471

DATED OCTOBER 31, 1985

between railroads reprerentad by the
NATIONAL CARRIERS' CONFERENCE COMMITTEE

and

employees of such railroads represented by the
UNITED TRANSPORTATION UNION

03048(02)

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MEDIATION AGREEMENT

THIS AGREEMENT, made this 31st day of, October, 1985 by and between the participating carriers listed in Exhibit A, attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the United Transportation Union, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - GENERAL WAGE INCREASES

Section 1 - First General Wage Increase (for other than Dining Car Stewards and Yardmasters)

(a) Effective November 1, 1985, all standard basic daily rates of pay (excluding cost-of-living allowance) in effect on October 31, 1985 for employees represented by the United Transportation Union will be increased by one (1) percent.

(b) In computing the increase for enginemen under paragraph (a) above, one (1) percent shall be applied to the standard basic daily rates of pay applicable in the following weight-on-drivers brackets, and the amounts so produced shall be added to each standard basic daily rate of pay:

Passenger	- 600,000 and less than 650,000 pounds
Freight	- 950,000 and less than 1,000,000 pounds (through freight rates)
Yard Engineers	- Less than 500,000 pounds
Yard Firemen	- Less than 500,000 pounds (separate computation covering five-day rates and other than five-day rates)

Section 2 - Second General Wage Increase (for other than Dining Car Stewards and Yardmasters)

Effective January 1, 1986, all standard basic daily rates of pay (excluding cost-of-living allowance) in effect on December 31, 1985 for employees represented by the United Transportation Union shall be increased by two (2) percent, computed and applied for enginemen in the manner prescribed in Section 1 above.

Section 3 - Third General Wage Increase (for other than Dining Car Stewards and Yardmasters)

Effective July 1, 1986, all standard basic daily rates of pay (excluding cost-of-living allowance) in effect on June 30, 1986 for

employees represented by the United Transportation Union shall be increased by one and one-half (1.5) percent, computed and applied for enginemen in the manner prescribed in Section 1 above.

Section 4 - Fourth General Wage Increase (for other than Dining Car Stewards and Yardmasters)

Effective January 1, 1987, all standard basic daily rates of pay (excluding cost-of-living allowance) in effect on December 31, 1986 for employees represented by the United Transportation Union shall be increased by two and one-quarter (2.25) percent, computed and applied for enginemen in the manner prescribed in Section 1 above.

Section 5 - Fifth General Wage Increase (for other than Dining Car Stewards and Yardmasters)

Effective July 1, 1987, all standard basic daily rates of pay (excluding cost-of-living allowance) in effect on June 30, 1987 for employees represented by the United Transportation Union shall be increased by one and one-half (1.5) percent, computed and applied for enginemen in the manner prescribed in Section 1 above.

Section 6 - Sixth General Wage Increase (for other than Dining Car Stewards and Yardmasters)

Effective January 1, 1988, all standard basic daily rates of pay (excluding cost-of-living allowance) in effect on December 31, 1987 for employees represented by the United Transportation Union shall be increased by two and one-quarter (2.25) percent, computed and applied for enginemen in the manner prescribed in Section 1 above.

Section 7 - Standard Rates

The standard basic daily rates of pay (excluding cost-of-living allowance) produced by application of the increaser provided for in this Article are set forth in Appendix 1, which is a part of this Agreement.

Section 8 - Application of Wage Increases

(a) Duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money, and mileage rates of pay for miles run in excess of the number of miles comprising a basic day, will not be subject to the adjustments provided for in this Article.

(b) In engine service and in train and yard ground service, miscellaneous rates based upon hourly or daily rates of pay, as provided in the schedules or wage agreements, shall be adjusted under this Agreement in the same manner as heretofore increased under previous wage agreements.

(c) In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.

(d) Daily earnings minima shall be changed by the amount of the respective daily adjustments.

(e) Standard monthly rates and money monthly guarantees in passenger train service shall be thirty times the new standard daily rates. Other than standard monthly rates and money monthly guarantees shall be so adjusted that money differentials existing as of October 31, 1985 shall be preserved.

(f) Existing monthly rates and money monthly guarantees applicable in train service other than passenger will be changed in the same proportion as the daily rate for the class of service involved is adjusted.

(g) Existing money differentials above existing standard daily rates shall be maintained.

(h) In local freight service, the same differential in excess of through freight rates shall be maintained.

(i) The differential of \$4.00 per basic day in freight and yard service, and 4¢ per mile for miles in excess of the number of miles encompassed in the basic day in freight service, will be maintained for engineers working without firemen on locomotives on which under the former National Diesel Agreement of 1950 firemen would have been required.

(j) In computing the increases in rates of pay effective November 1, 1985 under Section 1 for firemen, conductors, brakeman and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of miles equal to or less than the number comprising a basic day, which are therefore paid on a daily basis without a mileage component, whose rates had been increased by "an additional \$.40" effective July 1, 1968, the one (1) percent increase shall be applied to daily rates then in effect, exclusive of car scale additives, local freight differentials, and any other money differential above existing standard daily rates. For firemen, the rates applicable in the weight-on-drivers bracket 950,000 and less than 1,000,000 pounds shall be utilized in computing the amount of increase. The same procedure shall be followed in computing the increases effective January 1, 1986, July 1, 1986, January 1, 1987, July 1, 1987 and January 1, 1988. The rates produced by application of the standard local freight differentials and the above-referred-to special increase of "an additional \$.40" to standard basic through freight rates of pay are set forth in Appendix 1 which is a part of this Agreement.

(k) Other than standard rater;

(i) Existing basic daily rates of pay other than standard shall be changed, effective as of the dates specified in Sections 1 through 6 hereof, by the same respective percentages as set forth therein, computed and applied in the same manner as the standard rates were determined.

(ii) The differential of \$4.00 per basic day in freight and yard service, and 4¢ per mile for miles in excess of the number encompassed in the basic day in freight service, will be maintained for engineers working without firemen on locomotives on which under the former National Diesel Agreement of 1950 firemen would have been required.

(iii) Daily rates of pay, other than standard, of firemen, conductors, brakemen and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of miles equal to or less than the number encompassed in the basic day, which are therefore paid on a daily basis without a mileage component, shall be increased as of the effective date specified in Sections 1 through 6 hereof, by the same respective percentages as set forth therein, computed and applied in the same manner as provided in paragraph (k)(i) above.

(L) Wage rater resulting from the increaser provided for in Sections 1 through 6 and 9 of this Article I, and in Section 1(d) of Article II, will not be reduced under Article II.

Section 9 - General Wage Increases for Dining Car Stewards and Yardmasters

(a) Effective November 1, 1985, all basic monthly rates of pay (excluding cost-of-living allowance) in effect on October 31, 1985, for dining car stewards and yardmasters represented by the United Transportation Union shall be increased by one (1) percent.

(b) Effective January 1, 1986, all basic monthly rates of pay (excluding cost-of-living allowance) in effect on December 31, 1985, for dining car stewards and yardmasters represented by the United Transportation Union shall be increased by two (2) percent.

(c) Effective July 1, 1986, all basic monthly rates of pay (excluding cost-of-living allowance) in effect on June 30, 1986, for dining car stewards and yardmasters represented by the United Transportation Union shall be increased by one and one-half (1.5) percent.

(d) Effective January 1, 1987, all basic monthly rates of pay (excluding cost-of-living allowance) in effect on December 31, 1986, for dining car stewards and yardmasters represented by the United Transportation Union shall be increased by an amount equal to two and one-quarter (2.25) percent.

(e) Effective July 1, 1987, all basic monthly rates of pay (excluding cost-of-living allowance) in effect on June 30, 1987, for dining car stewards and yardmasters represented by the United Transportation Union shall be increased by one and one-half (1.5) percent.

(f) Effective January 1, 1988, all basic monthly rates of pay (excluding cost-of-living allowance) in effect on December 31, 1987, for dining car stewards and yardmasters represented by the United Transportation Union shall be increased by an amount equal to two and one-quarter (2.25) percent.

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20038/AREA CODE: 202-862-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN

Vice Chairman

R. T. Kelly

Director of Labor Relations

D. P. LEE

Vice Chairman and
General Counsel

4

October 31, 1985

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This will confirm our understanding during the negotiations of the Agreement of this date that the provisions of Article I, Section 8(a), Article II, Section 1(b) and (d), and Article IV, Section 5(a) and (b), relating to the payment of arbitraries and special allowances, shall not apply to special allowances contained in existing local crew consist agreements that contain moratorium provisions prohibiting changes in such payments.

Please indicate your agreement by signing in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

Fred A. Hardin

BN QUESTIONS AND ANSWERS

ARTICLE I - GENERAL WAGE INCREASES

1. Q. Do the general wage increases provided in Section 9 apply to yardmasters on BN?
- A. No, except yardmasters on former C&S who are represented by the UTU.

ARTICLE If - COST-OF-LIVING ADJUSTMENTS

Section 1 - Amount and Effective Dates of Cost-of-Living Adjustments

(a) The cost-of-living allowance which, on October 31, 1985 is 13 cents per hour, will subsequently be adjusted, in the manner set forth in and subject to all the provisions of paragraphs (e) and (g) below, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967 = 100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS Consumer Price Index. The first such cost-of-living adjustment shall be made effective November 1, 1985, based (subject to paragraph (e)(1) below) on the BLS Consumer Price Index for March 1985 as compared with the index for September 1984. Such adjustment, and further cost-of-living adjustments which will be made effective as described below, will be based on the change in the BLS Consumer Price Index during the respective measurement periods shown in the following table subject to the exception in paragraph (e)(11) below, according to the formula set forth in paragraph (f) below as limited by paragraph (g) below:

<u>Measurement Periods</u>		<u>Effective Date of Adjustment</u> (3)
<u>Base Month</u> (1)	<u>Measurement Month</u> (2)	
September 1984	March 1985	November 1, 1985
March 1985	September 1985	January 1, 1986
September 1985	March 1986	July 1, 1986
March 1986	September 1986	January 1, 1987
September 1986	March 1987	July 1, 1987
March 1987	September 1987	January 1, 1988

(b) While a cost-of-living allowance is in effect, such cost-of-living allowance Will apply to straight **time**, overtime, vacations, holidays and to special allowances in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money or to mileage rates of pay for miles run in excess of the number of miles comprising a basic day.

(c) The amount of the cost-of-living allowance, if any, which will be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

(d) On June 30, 1988, all of the cost-of-living allowance then in effect shall be rolled into basic rates of pay and the cost-of-living allowance in effect will be reduced to zero. Accordingly, the amount rolled in will not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money, and mileage rates of pay for miles run in excess of the number of miles comprising a basic day.

(e) Cap. (i) In calculations under paragraph (f) below, the maximum increase in the BLS Consumer Price Index (C.P.I.) which will be taken into account will be as follows:

<u>Effective Date</u> <u>of Adjustment</u> <u>(1)</u>	<u>Maximum C.P.I. Increase</u> <u>Which May Be Taken into Account</u> <u>(2)</u>
November 1, 1985	4% of September 1984 CPI
January 1, 1986	8% of September 1984 CPI, less the increase from September 1984 to March 1985
July 1, 1986	4% of September 1985 CPI
January 1, 1987	8% of September 1985 CPI, less the increase from September 1985 to March 1986
July 1, 1987	4% of September 1986 CPI
January 1, 1988	8% of September 1986 CPI, less the increase from September 1986 to March 1987

(11) If the increase in the BLS Consumer Price Index from the base month of September 1984 to the measurement month of March 1985, exceeds 4% of the September base index, the measurement period which will be used for determining the cost-of-living adjustment to be effective the following January will be the twelve-month period from such base month of September; the increase in the index which will be taken into account will be limited to that portion of increase which is in excess of 4% of such September base index, and the maximum increase in that portion of the index which may be taken into account will be 8% of such September base index less the 4% mentioned in the preceding clause, to which will be added any residual tenths of points which had been dropped under paragraph (f) below in calculation of the **cost-of-living** adjustment which will have become effective July 1 during such measurement period.

(111) Any increase in the BLS Consumer Price Index from the base month of September 1984 to the measurement month of September 1985 in excess of 8% of the September 1984 base index, will not be taken into account in the determination of subsequent **cost-of-living** adjustments.

(f) Formula. The number of points change in the BLS Consumer Price Index during a measurement period, as limited by paragraph (e) above, will be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion will not be counted).

The cost-of-living allowance in effect on October 31, 1985 will be adjusted (increased or decreased) effective November 1, 1985 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (e) above, in the BLS Consumer price Index during the measurement period from the base month of September 1984 to the measurement month of March 1985. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the cost-of-living allowance in effect on October 31, 1985 if the Consumer Price Index will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index will have been lower at the end than at the beginning of the measurement period and then, only, to the extent that the allowance remains at zero or above.

The same procedure will be followed in applying subsequent adjustments.

(g) Offsets. The amounts calculated in accordance with the formula set forth in paragraph (f) will be offset by the increases provided for in Article I of this Agreement as applied on an annual basis against a starting rate of \$12.54 per hour. This will result in the cost-of-living increases, if any, being subject to the limitations herein described:

(i) Any increase to be paid effective November 1, 1985 is limited to that in excess of 13 cents per hour. Since the formula produces 10 cents per hour for the November 1, 1985 adjustment, no change will be made on that date in the amount of the cost-of-living allowance.

(ii) The combined increases, if any, to be paid as a result of the adjustments effective November 1, 1985 and January 1, 1986 are limited to those in excess of 38 cents per hour.

(iii) Any increase to be paid effective July 1, 1986 is limited to that in excess of 19 cents per hour.

(iv) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 1986 and January 1, 1987 are limited to those in excess of 48 cents per hour.

(v) Any increase to be paid effective July 1, 1987 is limited to that in excess of 20 cents per hour.

(vi) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 1987 and January 1, 1988 are limited to those in excess of 51 cents per hour.

(h) Continuance of the cost-of-living adjustments is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor, should during the effective period of this Agreement revise or change the methods or basic data used in calculating the BLS Consumer Price Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

Section 2 - Application of Cost-of-Living Adjustments

In application of the cost-of-living adjustments provided for by Section 1 of this Article If, the cost-of-living allowance will not become part of basic rates of pay except as provided in Section 1(d). Such allowance will be applied as follows:

(a) For other than dining car stewards and yardmasters, each one cent per hour of cost-of-living allowance will be treated as an increase of 8 cents in the basic daily rates of pay produced by application of Article I and by Section 1(d) of this Article II. The cost-of-living allowance will otherwise be applied in keeping with the provisions of Section 8 of Article E

(b) For dining car stewards, each one cent per hour of ~~cost-of-living~~ allowance will ~~be treated~~ as an increase of \$1.80 in the monthly rates of pay produced by application of Sections 8 and 9 of Article I and by Section 1(d) ~~of this Article II.~~

(c) For yardmasters, each one cent per hour ~~of cost-of-~~ living allowance will ~~be treated~~ as an increase of \$2.00 in the monthly ~~rates~~ of pay produced by application of Sections 8 and 9 ~~of Article I~~ and by Section 1(d) ~~of this Article II.~~

BN QUESTIONS

ARTICLE ■■ - COST-OF-LIVING ADJUSTMENTS

1. Q. In the application of Article II, Section 1(g), if ~~cost-of-living~~ allowance exceeds the increase provided in Article 1, is only the difference considered COLA in the application of subsequent general wage increases or possible COLA decreases?
 - A. Yes.

ARTICLE III - LUMP SUM PAYMENT

A lump sum payment, calculated as described below, will be paid to each employee subject to this Agreement who established an employment relationship prior to the date of this Agreement and has retained that relationship or has retired or died.

Employees with 2,150 or more straight time hours paid for (not including any such hours reported to the Interstate Commerce Commission as constructive allowances except vacations and holidays) during the period July 1, 1984 through July 31, 1985 will be paid \$565.00. Those employees with fewer straight time hours paid for will be paid an amount derived by multiplying \$565.00 by the number of straight time hours (including vacations and holidays, as described above) paid for during that period divided by 2,150.

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN

Vice Chairman

R. T. Kelly

Director of Labor Relations

D. P. LEE

Vice Chairman and
General Counsel

1

October 31, 1985

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

In accordance with our understanding, this *is* to confirm that the carriers will make their best efforts to provide the lump sum payment provided for in Article III of this Agreement *in* a single, separate check *no* later than December 20, 1985.

If a carrier finds it impossible to make such payments by December 20, 1985, it *is* understood that such carrier will notify the General Chairmen, in writing, as to why such payments have not been made and indicate when it will be possible to make such payments.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

Fred A. Hardin

IS

NATIONAL 'RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-882-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN
Vice Chairman

R. T. Kelly
Director of Labor Relations

D. P. LEE
Vice Chairman and
General Counsel

2

October 31, 1985

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

It is understood that the lump sum payment provided in Article III of the Agreement of this date will not be used to offset, construct or increase guarantees in protective agreements or arrangements.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

Fred A. Hardin

BN QUESTIONS AND ANSWERS

ARTICLE III - LUMP SUM PAYMENT

1. Q. Are lump sum payments applicable to dismissed employees who were participating in our Rule G Discipline Policy prior to the effective date of the agreement?
 - A. Payment will be allowed when the employee returns to work following the minimum 90-day dismissal period. Payment must be requested from Accounting Department.

Article III - Lump Sum Payment

1. Q. In totaling an employees "straight time hours", as reported to the ICC, are hours earned in service under agreements other than the UTU to be omitted?

A. Yes.

2. Q. Is the lump sum payment to be allowed to employees who have transferred to a new seniority district, have not lost their seniority on the previous seniority district but who subsequently (made) an election to retain seniority on only one of the two seniority districts.

A. Yes.

3. Q. If the answer to the above question is "yes", are all "straight time hours" reported for service on both seniority districts to be included.

A. Yes.

4. Q. Are lump sum payments applicable to suspended employees as well as employees who are later reinstated with rights unimpaired?

A. Yes.

5. Q. What constructive allowances should be excluded, i.e., should deadheading be included?

A. Deadheading is reported as a Constructive allowance, not as "straight time hours", and constructive allowances, including deadheading should not be included. However, hours reported covering vacation pay and holidays, when no service is performed, should be included.

6. Q. (a) Is the straight time portion of overtime counted, i.e., if on duty 9 hours and paid one hour at time and one-half, would 8 or 9 hours be included as "straight time hours"?

(b) If service is performed on an off day and .8 hours is paid at the time and one-half rate, would 8 hours be included?

A. (a) & (b) Overtime payments are not included. Accordingly, the 8 straight time hours referred to in (a) would be the only hours included.

Article III - Lump Sum Payment (Cont.)

7. Q. Would hours reported for service performed as an engineer, as well as **a** fireman **be** included?
- A. Only if the service as an engineer was under an agreement with the **UTU**.
8. Q. If a fireman is furloughed and works part-time as a brakeman, would hours reported **for** service performed **in** both crafts be included?
- A. Yes.
9. Q. Is the lump sum payment applicable to former employees who accepted a separation allowance?
- A. No, unless signed release indicates otherwise.
10. Q. (a) **Is** the lump **sum** payment applicable to an employee who, on the effective date **of** the UTU Agreement, was working **as** an engineer under the BLE Agreement?
- (b) If **so**, are only hours reported for service performed under the UTU Agreement to be included?
- A. (a) Yes. *if*
- (b) Yes, *is yes*

ARTICLE IV - PAY RULES

Section 1 - Mileage Rates

(a) Mileage rates of pay for miles run in excess of the number of miles comprising a basic day (presently 100 miles in freight service and 100 miles for engine crews and 150 miles for train crews in through passenger service) will not be subject to general, cost-of-living, or other forms of wage increases.

(b) Mileage rates of pay, as defined above, applicable to interdivisional, interseniority district, intradivisional and/or intraseniority district service runs now existing or to be established in the future shall not exceed the applicable rates as of October 31, 1985. Such rates shall be exempted from wage increases as provided in Section 1(a) of this Article. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

Section 2 - Miles in Basic Day and Overtime Divisor

(a) The miles encompassed in the basic day in through freight and through passenger service and the divisor used to determine when overtime begins will be changed as provided below:

Effective Date of Change	Through Freight Service		Through Passenger Service	
	Miles in Basic Day	Overtime Divisor	Miles in Basic Day*	Overtime Divisor
November 1, 1985	102	12.75	153-102	20.4
July 1, 1986	104	13.0	156-104	20.8
July 1, 1987	106	13.25	159-106	21.2
June 30, 1988	108	13.5	162-108	21.6

* The higher mileage numbers apply to conductors and brakemen, and the lower mileage numbers apply to engineers and firemen.

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

(c) The number of hours that must lapse before overtime begins on a trip in through freight or through passenger service is calculated by dividing the miles of the trip or the number of miles encompassed in a basic day in that class of service, whichever is greater, by the appropriate overtime divisor. Thus after June 30, 1988, overtime will begin on a trip of 125 miles in through freight service after $125/13.5 = 9.26$ hours or 9 hours and 16 minutes. In through freight service, overtime will not be paid prior to the completion of 8 hours of service.

Section 3 - Conversion to Local Rate

When employees in through freight service become entitled to the local rate of pay under applicable conversion rules, the daily local freight differential (56¢ for conductors and engineers and 43¢ for brakemen and firemen under national agreements) will be added to their basic daily rate and the combined rate will be used as the basis for calculating hourly rates, including overtime. The local freight mileage differential (.56¢ per mile for conductors and engineers and .43¢ for brakemen and firemen under national agreements) will be added to the through freight mileage rates, and miles in excess of the number encompassed in the basic day in through freight service will be paid at the combined rate.



BURLINGTON NORTHERN RAILROAD

1986 MAR 24 PM 2:34

SEATTLE REGION
VP-GM

Fort Worth, Texas
March 21, 1986

D.E.R.	_____
AID. HR	_____
AID. LROP	<u>Call</u>
AID. LRNO	_____
IK EEO	_____
IA: LROP	<u>3-25</u>
IA. LRNO	_____
A. ASST.	_____

File: JG-1(b) 10/31/85

Mr. L. R. Burk
Mr. R. E. Cassity
Mr. J. A. Mills
Mr. J. C. Piquette
Mr. W. C. Sheak ✓
Mr. K. A. Voelk

This is in reference to Article IV, Sections 5 and 6, of the October 31, 1985 UTU National Agreement.

The NRLC advises that train and/or yard service employees who are selected for engine service will not be subject to Section 6 (Rate Progression - New Hires), but will be paid established rates. Furthermore, duplicate time payments, including arbitrables and special allowances, shall apply to these employees.

Please be governed accordingly.

for *RA Bakken*
J. J. Ratcliff

cc: Mr. J. A. Gunter

3053mr218602d01

**Section 4 - Engine Exchange (Including Adding and Subtracting of Units)
And Other Related Arbitraries**

(a) Effective November 1, 1985, all arbitrary allowances provided to employees for exchanging engines, including adding and subtracting units, preparing one or more units for tow, handling locomotive units not connected in multiple, and coupling and/or uncoupling appurtenances such as signal hose and control cables are reduced by an amount equal to one-third of the allowance in effect as of October 31, 1985.

(b) Effective July 1, 1986, all arbitrary allowances provided to employees for performing work described in paragraph (a) above are reduced by an amount equal to two-thirds of the allowance in effect as of October 31, 1985.

(c) Effective July 1, 1987, all arbitrary allowances provided to employees for performing work described in paragraph (a) above are eliminated.

Section 5 - Duplicate Time Payments

(a) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, shall not apply to employees whose seniority in train or engine service is established after the date of this Agreement.

(b) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, not eliminated by this Agreement shall not be subject to general, cost-of-living or other forms of wage increases.

Section 6 - Rate Progression - New Hires

In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in train or engine service is established after the date of this Agreement will be 75% of the rate for present employees and will increase in increments of 5 percentage points for each year of active service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty.

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN

Vice Chairman

R. T. Kelly

Director of Labor Relations

D. P. LEE

**Vice Chairman and
General Counsel**

3

October 31, 1985

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This confirms our understanding that the provisions of Article IX - Entry Rate⁸ of the August 25, 1978 National Agreement shall no longer apply on railroads parties to this Agreement except, however, that such Article or local rules or practices pertaining to this subject shall continue to apply to employees previously covered by such rules.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

Fred A. Hardin

BN QUESTIONS AND ANSWERS

ARTICLE IV - PAY RULES

- * 1. Q. When Carrier is required to allow a penalty day's pay for a rule violation, is that considered a "duplicate time payment" under Article IV, Section 5?
- A. Yes, if occurrence on which violation is based is while on-duty and under pay. However, if violation is based on an occurrence while off-duty, e.g., a board runaround, it is not a duplicate time payment.
2. Q. On some component lines of this Carrier, we have interdivisional run agreements that provide overtime will begin when time on duty exceeds the miles run divided by 25. Under Article IV, Section 2, is the divisor used to determine overtime now 12.75?
- A. Yes, all through freight and through passenger overtime divisors will now be those specified in Section 2 of Article IV.
3. Q. Under NP Trainmen Rule 28 (Roadswitchers), and NP Conductor Rule 35 and NP Firemen Rule 42,, is the 12 constructive miles considered a "duplicate time payment" and therefore not subject to general wage or COLA increase and not applicable to new hires?
- A. Yes.
4. Q. Under NP Trainmen Rules 16 and 30(b) (constructive mountain allowance), NP Conductor Rules 20 and 57(a) and NP Firemen Rules 15 and 28, are the constructive miles considered a "duplicate time payment" and therefore not subject to general wage or COLA increase and not applicable to new hires?
- A. Yes.

** HAS LIMITED APPLICATION. PENALTY PAYMENT MAY NOT BE A "DUPLICATE PAYMENT" IN ALL CASES. SUBJECT TO AGREEMENT INTERPRETATION.*

5. Q. An interdivisional run is 250 miles long. The ID Agreement provides that overtime will begin when the crew's hours expire under the Hours of Service Law. Does Article IV, Section 2, change the threshold of overtime for this run? *3/16 5:30 PM*
- A. Since Article IV, Section 2, Paragraph (c) specifies how to compute the number of hours that must lapse before overtime begins in through freight service, the threshold of overtime on this run is changed. Overtime on this run will be computed based upon the overtime divisor of 12.75. *OT after 17.62*
- .. 6. Q. Is yard air pay a duplicate payment, thus frozen for present employees and excluded for new employees.
- A. Yes.

Article IV - Pay Rules

1. Q. Are local or system agreements dealing with interdivisional runs cancelled or have the over-miles just been frozen?
- A. Such agreements are not cancelled; however, in application of Section 1(b) of Article IV, payments for miles run in excess of the number of miles encompassed in the basic day are frozen at the rate of pay in effect on October 31, 1985 for the first 100 miles or less.
2. Q. Article IV, Section 2(c) illustrates how to compute the number of hours of overtime, if any, associated with a given run. How is the payment for those hours to be computed?
- A. The overtime payment can be computed in terms of hours or miles with identical results. On an hourly basis, the number of hours determined by the Article IV, Section 2(c) calculation will be multiplied by the basic day rate and by the .1875 factor (which results from multiplying by the punitive factors of 1.5 and dividing by 8 hours). If the hours are converted to miles by multiplying the number of hours by the current overtime division (12.5, 12.75, 13, 13.25 or 13.5) and by the 1.5 punitive factors, then the results will be multiplied by mileage rate derived by dividing the basic day rate by the number of miles encompassed by the basic day (100, 102, 104, 106 or 108).
- As an example, a trip of 125 miles made in November 1985, and completed in 11 hours would go on overtime after 9.8 hours ($125 \div 12.75$); thus 1.2 overtime hours would be due. At a basic day rate of \$96.00, the overtime pay on an hourly basis would be \$21.60 (1.2 hours \times 96.00 \times .1875). Converted to miles, the 1.2 overtime hours = 22.95 miles (1.2 hours \times 12.75 mph \times 1.5). Multiplying rate of \$412 (96.00 \div 102 miles) also produces the \$21.60 result (1.2 \times 94.12 \times .19125).
3. Q. Under a local agreement, employees in a certain territory are currently paid an engine arbitrary of one hour for picking up engines. Is this agreement still applicable?
- A. Yes, except for the pay provisions. The one hour arbitrary will be eliminated over the period described in Sections 4(a), (b) and (c) of Article IV.

New Employees will not receive it.

Article IV - Pay Rules (Cont.)

4. Q. Where passenger trains are turned, **is** a payment currently in effect frozen **or** eliminated?

A. Assuming that this question relates to Sections **5(a)** and (b) of Article IV, dealing with duplicate time payments, **such** arbitraries are frozen at rates in effect on October 31, 1985 for existing employees and are **not** payable to employees establishing seniority in a UTU represented craft after the effective date of the agreement. If the locomotive only is turned, however, agreements requiring pay for turning locomotives are superseded by the provisions of Article VIII, Section 3(a)2 and/or (b)2, and the arbitrary **is** eliminated.

5. Q. Duplicate time payments are eliminated or frozen under Section **5(a)** of Article IV. Under local agreements, **a** runaround **is** paid to employees, on duty, called in turn who do not depart the terminal in turn. **Would** such payments be considered duplicate time payments?

A. Yes.

6. Q. **Is** the 102/108 mile day applicable to locals, work trains or road switchers.

A. No.

Section 6 (Entry Rates)

7. Q. If an employee does not have 80 tours of duty at the end of **a** 365 day period, will the 365 days be extended until 80 tours are accumulated and at that point **a** new 365 day period would commence,

A, Yes.

Article IV - Pay Rules (Cont.)

8. Q. An employee, hired on December 1, 1985, works 6 tours of duty per month and, accordingly, on December 1, 1986 he will have worked 72 tours of duty. If he continues to work 6 tours of duty per month and on January 10, 1987 he will have worked his 80th tour of duty, will he be entitled to an increase to 80% of the regular rate effective January 11, 1987?

A. Yes.

9. Q. An employee hired subsequent to the effective date of the UTU Agreement performs his 79th tour of duty on the 365th day following his date of hire.

(a) When would this employee receive a 5% increase in the entry rate?

(b) Would a new 365/80 qualifying period then begin?

A. (a) After performance of the 80th tour of duty.

(b) Yes.

10. Q. An employee hired subsequent to the effective date of the UTU Agreement attains his 80th tour of duty 240 days after entering service. Would this employee receive the 5% increase at that time or at the expiration of 365 calendar days?

A. At the expiration of 365 calendar days.

11. Q. Is it intended that the 365 calendar day period be continuous without interruption, such as furlough, injury, illness, suspension resulting from disciplinary action, etc?

A. Yes, however, a subsequent 365 calendar day period for purposes of this rule would not commence until the involved employee attains his 80th tour of duty.

12. Q. An employee hired subsequent to the effective date of the UTU Agreement performs his first tour of duty on January 1, 1986 and completes his 80th tour of duty on January 5, 1987. Would this employee receive a 5% increase after completion of his 80th tour of duty on January 5, 1987 or will he have forfeited the increase by failing to make the 80 tours of duty within the 365 day period, January 1, 1986 - January 1, 1987?

A. The 5% increase would be applicable following the 80th tour of duty, i.e., as of January 6, 1987.

On BN, all payments are converted to miles and so shown on printout given employees.

Accordingly, in computing and reporting mileage payments under 102 mile basic day for through-freight service, we will follow the example shown below:

		<u>Basic Day</u>	<u>Over Miles</u>
7-31-85	-	\$90.78	.8409
8-01-85	-	1.04 COLA	
		<u>89.74</u>	
	x 10	90.64	
		1.04 COLA	
		<u>\$91.68</u>	
	102	.8988	.8409

(\$91.68 = \$11.46 per hour and \$17.19 per hour for overtime.)

New hourly factor for 102 miles is $12.75 \times 1\frac{1}{2} = 19.125$ miles for one hour of overtime.

1 min. OT	=	.31875 miles	X	.8988	=	.29¢
10 min. OT	=	3.1875 miles	X	.8988	=	\$2.86
30 min. OT	=	9.5625 miles	X	.8988	=	\$8.59
1 hour OT	=	19.125 miles	X	.8988	=	\$17.19

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(Rev. 7-2-85)

VI V - FINAL TERMINAL DELAY, FREIGHT SERVICE

Section 1 - Computation of Time

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

Section 2 - Extension of Time

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

Section 3 - Payment Computation

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

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

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

Section 4 - Multiple Trips

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

Section 5 - Exceptions

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

NOTE: The question as to what particular service is covered by the designations used in Section 5 shall be determined on each individual railroad in accordance with the rules and practice8 in effect thereon.

Section 6 - Local Freight Service

In local freight service, time consumed in switching at final terminal shall not be included in the computation of final terminal delay time.

This Article shall become effective November 1, 1985 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date.

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-882-7200

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Vice Chairman and
General Counsel

5

October 31, 1985

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This refers to Article V of the Agreement of this date concerning the final terminal delay rule, particularly our understanding with respect to the use of the term "deliberately delayed" in Section 1 of that Article.

During the discussions that led to our Agreement, you expressed concern with situations where a crew was instructed to stop and was held outside the terminal between the last siding or station and the point where final terminal delay begins and there was no operational impediment to the crew bringing its train into the terminal; ~~ie,~~ the train was deliberately delayed by yard supervision. Accordingly, we agreed that Section 1 would comprehend such situations.

On the other hand, the carriers were concerned that the term "deliberately delayed" not ~~be~~ construed in such a manner as ~~to~~ include time when crews were held between the last siding or station and the point where final terminal delay begins because of typical railroad operations, emergency conditions, or appropriate managerial decisions. A number of examples were cited including, among others, situations where a train ~~is~~ stopped: to allow another train to run around it; for a crew to check for hot boxes or defective equipment; for a crew to switch a plant; at a red signal (except if stopped because of a preceding train which has arrived at final terminal delay point and ~~is~~ on final terminal time, the time of such delay by the crew ~~so~~ stopped will be calculated as final terminal delay); because of track or signal maintenance or construction work; to allow an outbound train to come out of the yard; and because of a derailment inside the yard which prevents the train held from being yarded on the desired track, e.g., the receiving track. We agreed that Section 1 did not comprehend such conditions.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

Fred A. Hardin

BN QUESTIONS AND ANSWERS

ARTICLE V - FINAL TERMINAL DELAY

1. Q. Under Article V, Section 3, is it proper to deduct time consumed in the performance of other service in the final terminal, for which additional payment is allowed, even though it occurs before arrival at the point used in the computation of final terminal delay payments.

A. No, since the service occurred before arrival at the FTD point it is therefore not deductible.
2. Q. When does final terminal delay begin when train is backed into yarding track?

A. FTD computation begins when rear car arrives at switch used in entering final terminal yard track.
3. Q. If a crew is deliberately held out of the terminal for 75" and overtime commences before arrival at FTD point, will FTD be allowed?

A. No. Crew is on overtime and only that payment will be allowed.
4. Q. Train A, which is a through freight train, arrives at its final terminal as a solid train destined to a connecting Carrier. This train arrives at the final terminal and proceeds to the connecting Carrier. At what point does the computation of final terminal delay time begin?

A. Final terminal delay time would start when the train arrived at the switch, or the signal governing same, to the track upon which the delivery is to be finally yarded at the receiving Carrier's yard or interchange track. If the train is left on the foreign road's main line, FTD time would be computed from the time the train is stopped.
5. Q. A train arrives at its final terminal. Due to servicing requirements, the train is nosed into a yard track to fuel the locomotives. The crew of this train is relieved. A following train is stopped due to the train ahead hanging out on the main line while receiving fuel. Would the following train,

under these conditions, be entitled to "deliberately delayed" time as contemplated by the Agreement?

- A. No. The train being fueled on the main line is an operational impediment as contemplated by Side Letter #5.
6. Q. A train arrives at its final terminal. The train is stopped on the main line so the engines may be fueled. The crew stays with the train and, when the engines are fueled, pulls the train on down the main line to the depot. The crew is relieved at the depot. When does the computation of final terminal delay time begin?
- A. When the train finally stops on the main line at the depot.
7. Q. A crew is assigned between terminals A and C, a distance of 139 miles. The train terminates at point B, an intermediate location a distance of 104 miles from point A. The crew is then deadheaded to point C. Could final terminal delay be applicable in these circumstances?
- A. No. Service and deadheading would probably be combined. FTD does not apply when deadheaded into final terminal.

..

(Revised 11/26/85)
agmt2.50

Article V - Final Terminal Delay

1. Q. A train is held on the last passing track before reaching either the switch used to enter the yard track where the train is to be yarded or the signal governing that switch. There are no stations between the passing track at which held and the yard but the passing track **is** the last station. There is no train ahead.
- (a) Does the computation of final terminal delay time begin at the passing track?
- (b) If the train proceeds onto the main line and leaves the last station but **is** again stopped before reaching the switch or signal governing ~~same~~ is the time **so** held used in computing final terminal delay?
- A. (a) **No.**
- (b) **No**, unless the train was "deliberately" delayed, as that term is defined in Letter of Understanding #5, in which event such time would be included in the computation of final terminal delay time, but you would not count time consumed in moving from location where stopped to point where final terminal delay commences in the yard.
2. Q. **Is** an industrial siding or some other type of "short" siding, not used **as** a passing track, considered "the last siding" within the meaning **of** the rule?
- A. **No**, it is not considered a siding. However, **it** might qualify as a station.
3. Q. If the last siding is 6 miles from the switch or signal governing the switch and the last station is 4 miles from that location, would the location **of** the siding or of the station be considered "the last siding or station"?
- A. The location of the station.
4. Q. A terminal has different yards, designated as Yards "A", "B" and "**C**". A train is to be yarded **or** left **in** Yard "B", but must pass through Yard "A". Would the computation of final terminal delay time begin at Yard "A" or at the switch entering Yard "B"?
- A. At the entrance switch to the track on which train **is** to be yarded. **The** entrance switch to **a** yard **is** not **a** governing factor under the agreement.

Article V - Final Terminal Delay (Cont.)

5. Q. If train (B) **is** held behind train (A) which **is** at the switch to enter the track in the **Bowl** Yard where train (A) **is** to be yarded, does the computation of final terminal delay time begin for train (B) which **is** to be yarded **in** the Receiving Yard?
- A. The time **so** held would **be** counted toward the 60 free minutes.
6. Q. Train (A) arrived at the **point** where computation of final terminal delay time **commenced** at 9:00 P.M. Road overtime **commenced** at **10:10 P.M.** and the crew was relieved from duty **at** 10:30 P.M. Under these circumstances, **would** 10 minutes final terminal delay and 20 minutes road overtime be the proper payment?
- A. Yes.
8. Q. A road through freight train **is** stopped between the last siding and the entrance switch **to** the track where the train **is** to **be** yarded at a road crossing to avoid blocking **or** cutting the crossing due **to** the inability to receive train at that time until a track **can be** cleared. **Does** the calculation of final terminal delay time commence at the time the crew is stopped under the terminology "deliberately delayed"?
- A. **No.** (See Letter of Understanding #5 in this connection). Inability to yard a train because the receiving track **is** blocked with cars would constitute an "operational impediment".
9. Q. Does Article V apply to conductor-pilots on detoured trains?
- A. Depends on local rule covering pilots. ...

Article V - Final Terminal Delay (Cont.)

10. Q. At terminals which have sub-yards, such as receiving yard, bowl yard, local yard, etc., would each sub-yard have separate final terminal delay points located at the entrance switch to the tracks where the trains are to be yarded?

A. Yes.

11. Q. A train ~~is~~ yarded on a main track at the final terminal and does not enter a final terminal yard track.

(a) Could final terminal delay be applicable in these circumstances?

(b) If **so**, what would be the governing final terminal delay point?

A. (a) Yes.

(b) Final terminal delay should be computed from the time the train finally stops on the main track **in** the final terminal.

12. Q. When a crew commences final terminal delay and then overtime becomes applicable, **is** the mileage stopped when the final terminal delay payments stop or does it continue while overtime is applicable?

A. Article V does not change existing agreements on the payment of mileage. Mileage does not stop when pay **for** final terminal delay stops due ~~to~~ the overtime threshold being reached; however, overtime does not start until the time on duty exceeds the miles run divided by the appropriate overtime divisor.

ARTICLE VI - DEADHEADING

Existing rules covering deadheading are revised as follows:

Section 1 - Payment When Deadheading and Service Are Combined

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

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

Section 2 - Payment For Deadheading Separate From Service

When deadheading is paid for separate and apart from service:

(a) For Present Employees*

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

(b) For New Employees**

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

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

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

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

Section 3 - Application

Deadheading will not be paid where not paid under existing rules.

This Article shall become effective November 1, 1985 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date.

(10/31/85)

EXAMPLES OF APPLICATION OF DEADHEAD RULE, ARTICLE VI*

The following examples illustrate application of the rule to all employees regardless of when their seniority date in train or engine service was established, except where specifically stated otherwise:

1. What payment would be due a trainman who performed road service on a train of 81 cars from A, the home terminal, to B, the away-from-home terminal, a distance of 170 miles, and deadheaded from B to A, with the service and deadhead combined between A-B-A?
 - A. A minimum day and 70 over-miles for the service and a minimum day and 70 over-miles for the deadhead, all at the 81-105 car rate, with service and deadhead combined.
2. What would be the payment under Question 1 if the distance between A and B were 75 miles?
 - A. A minimum day and 50 over-miles, all at the 81-105 car rate.
3. What payment would be due a trainman who performed road service on a train of 81 cars from A to B, a distance of 170 miles, taking rest at B, and then being deadheaded separate and apart from service from B to A, with the deadhead consuming 8 hours?
 - A. A minimum day and 70 over-miles, all at the 81-105 car rate for the service trip from A to B, and a minimum day at the basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed.
4. What payment would be due a trainman who performed road service on a train of 81 cars from A to B, a distance of 170 miles, taking rest at B, and then deadheading separately from service B to A, with the deadhead being completed in 10 hours?
 - A. He would be paid a minimum day and 70 over-miles, all at the 81-105 car rate for the service trip from A to B, and 10 hours straight time rate of pay at the basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed.

5. A trainman operates a train from his home terminal, point A, to the away-from-home terminal, point B, a distance of 170 miles. Upon arrival at the away-from-home terminal, he is ordered to deadhead, separate and apart from service, to the home terminal. The time deadheading is 5 hours. What payment is due?
- A. A minimum day plus 70 over-miles for service. A minimum day for deadhead if employees' seniority antedates the date of this Agreement; otherwise, 5 hours.
6. Would at least a minimum day at the basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed be paid when a deadhead is separate and apart from service and the actual time consumed is the equivalent of a minimum day or less?
- A. Yes, for employees whose seniority antedates the date of the Agreement. Actual time will be paid to others.
7. A trainman is called to deadhead from point A to point B, a distance of 50 miles, to operate a train back to point A. He is instructed to combine deadhead and service. Total elapsed time for the deadhead and service is 7 hours, 30 minutes. What payment is due?
- A. A minimum day.
8. A trainman is called to deadhead from point A to point B, a distance of 50 miles, to operate a train from point B to point C, a distance of 75 miles. He is instructed to combine deadhead and service. Total elapsed time is 10 hours. What payment is due?
- A. A minimum day plus 25 over-miles.
9. A trainman operates a train from point A to point B, a distance of 50 miles. He is ordered to deadhead back to point A, service and deadhead combined. Total elapsed time, 8 hours, 30 minutes. What payment is due?
- A. A minimum day plus 30 minutes overtime.
10. A trainman operates a train from his home terminal, point A, to the away-from-home terminal, point B, a distance of 275 miles. After rest, he is ordered to deadhead, separate and apart from service, to the home terminal. Time deadheading is 9 hours, 10 minutes. What payment is due?
- A. A minimum day plus 175 over-miles for service, 9 hours, 10 minutes straight time for the deadhead.

The following examples illustrate the application of the rule to employees whose earliest seniority date in a craft covered by this Agreement is established after the date of this Agreement:

1. A trainman is called to deadhead from his home terminal to an away-from-home point. He last performed service 30 hours prior to commencing the deadhead trip. The deadhead trip consumed 5 hours and was not combined with the service trip. The service trip out of the away-from-home terminal began within 6 hours from the time the deadhead trip was completed. What payment is due?
 - A. 5 hours at the straight time rate.
2. What payment would have been made to the trainman in example 1 if the service trip out of the away-from-home terminal had begun 17 hours after the time the deadhead trip ended, and the held-away rule was not applicable?
 - A. A minimum day for the deadhead.
3. What payment would have been made to the trainman in example 1 if the service trip out of the away-from-home terminal had begun 18 hours after the time the deadhead trip ended, and the trainman received 2 hours pay under the held-away rule?
 - A. 6 hours at the straight time rate.
4. A trainman is deadheaded to the home terminal after having performed service into the away-from-home terminal. The deadhead trip, which consumed 3 hours and was not combined with the service trip, commenced 8 hours after the service trip ended. What payment is due?
 - A. 5 hours at the straight time rate.
5. What payment would have been made to the trainman in example 4 if the deadhead trip had begun 18 hours after the Service trip ended and the held-away rule was not applicable?
 - A. A minimum day for the deadhead.
6. What payment would have been made to the trainman in example 4 if the deadhead trip had begun 18 hours after the time the service trip ended and the trainman received 2 hours pay under the held-away rule?
 - A. 6 hours at the straight time rate.

7. A trainman is deadheaded from the home terminal to an away-from-home location'. Ten (10) hours after completion of the trip, he is deadheaded to the home terminal without having performed service. The deadhead trips each consumed two hours. ~~What~~ payment is due?

A A minimum day for the combined deadhead trips.

* NOTE: The amount of over-ailes shown in the examples are on the basis of a 100 mile day. The number of over-miles will be reduced in accordance with the application of Article IV, Section 2, of this Agreement.

BN QUESTIONS AND ANSWERS

ARTICLE VI - DEADHEADING

(All Q & A's deal with pre-11/1/85 employees, unless otherwise specificly indicated.)

1. Q. Under the new deadheading rule, as it applies to new employees, what would be the proper payment under Example 7 (See Examples side letter #6, page 4) if the return deadhead commenced 18 hours after completion of the previous deadhead trip?

A. Minimum day for deadhead from home terminal to away-from-home location, (2 hours held time, if subject to the held-away-from-home terminal rule), and 2 hours for the returning deadhead.
2. Q. Does the combination of service and deadhead into and out of the away-from-home terminal supercede the automatic release rule?

A. Yes.
3. Q. Does the combination of service and deadhead into and out of the away-from-home terminal change the first-in first-out rule?

A. No.
4. Q. On some components of this Carrier, caboose allowance, car scale addition, etc,, are allowed when deadheading. Are these payments eliminated by the new rule?

A. Yes, when the deadhead is paid separately.
5. Q. An individual extra board trainman is called to deadhead to an outlying point to fill a vacancy on a road switcher assignment, a distance of 25 miles which consumes 30 minutes. He/she works eight hours on the assignment and returns to the extra board point the same 25 miles which consumes another 30 minutes. What payment is due?

A. Tell employe to combine and then pay a minimum day plus one hour overtime. Paying deadhead and service separately would be more expensive.
6. Q. The same circumstances as Question #5, above, except the distance is 75 miles and consumes two hours travel from the extra board to the assignment. What payment is due?

A. Tell employee to combine service and deadheading, then pay a minimum day plus four hours overtime. Paying deadhead and service separately would be more expensive.

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7. Q. An individual extra board brakeman is called to deadhead 25 miles to an outlying point to fill a vacancy on a local freight assignment (125-mile turnaround assignment). The deadhead consumed 30 minutes. After working 8 hours on the assignment, the extra brakeman returns to the extra board point the same 25 miles which consumes another 30 minutes. What payment is due?

A. The proper payment is 175 miles (25 + 125 + 25) for the combined deadhead, service and deadhead, since it produces a greater payment than when based on continuous time, i.e., 9 hours at 12.5 miles per hour equals 112.5 pay miles.

8. Q. The terminal to terminal distance in interdivisional service is 238 miles. An I.D. crew is called at their initial terminal to deadhead, separate and apart from service, to an intermediate point (116 miles away) to secure a train and work into the ~~final~~ ^{intermediate} terminal. (The deadheading actually required less than 8 hours.) What payment is due present employees?

A. A minimum day for the deadhead to the intermediate point plus a minimum day and 20 basic frozen miles for the service trip to the final terminal. (Based upon a 102 mile basic day)

9. Q. In the example above, what payment would be due if the intermediate point were 189 miles from the initial terminal (i.e., 49 working miles)? *to the distant terminal*

A. Tell the crew to claim service and deadhead separately. Then pay a minimum day for the deadhead (assuming it still required 8 hours or less), plus a minimum day for the service trip.

10. Q. The former Frisco Conductor's and Brakeman's Schedule, Article 22 (c), reads:

"When crews or individuals have been deadheaded (and are entitled to deadhead pay for the trip) but are NOT used in service before the expiration of 24 hours from the time they were called to report for such deadhead, they shall be paid not less than a minimum day's pay for such deadhead trip".

Is this rule still applicable under the revisions of the National Agreement?

A. No, the National Agreement's deadheading rule superceded existing deadheading pay rules.

11. Q. In ID service, a crew is called on duty, performs no service, and call is changed to deadhead. What is payment due?

A. Actual time with a minimum of a day's pay.

12. Q. In interdivisional service, under agreements that require when a crew is called that they will be run or deadheaded to the opposite terminal, a crew is called on duty and performs switching in connection with their own train, but do not depart the terminal. The call is changed and the crew is instructed to deadhead to the opposite terminal. What is the proper payment due under these circumstances?

A. Since service was performed, payment should be made on a combined service and deadhead basis, i.e., continuous time or miles, whichever is greater.

13. Q. In interdivisional service, under the provisions of the "Master ID Agreement dated June 28, 1972" and similar firemen's agreement, a crew is called on duty, performs switching in connection with their own train and departs terminal after being on duty 6 hours. Due to delays enroute, the crew has traversed 60 miles of the 260-mile run after an additional 3 hours, and it is evident they cannot complete the trip within the hours of service. Can the crew be relieved at an intermediate point (prior to the expiration of the hours of service) and be instructed to deadhead separate and apart? If so, what payment would be due?

A. Arbitration awards interpreting our "Master ID Agreement" have held that if we relieve an ID crew at an intermediate point, other than under the Hours of Service Law, we are required to pay the line miles of the entire run for service rendered to the point of relief. Under the circumstances set forth above, separation of the service from the deadhead would simply increase their earnings (and our expense). However, if they were on duty the 10 hours necessary to qualify for a "tied up under the law", we are liable only for the miles or hours to tie-up point (subject to minimum day) and it would appear to be beneficial to separate the deadhead into the destination terminal.

14. Q. When a crew's time expires under the Hours of Service Law, (before reaching final terminal) is it necessary to tell them, to combine service with deadhead to avoid separation of trip time claims?
- A. Most previously existing BN agreements required that they be paid on a continuous time basis until arrival at their final terminal. The National Agreement over-rides these previously existing agreements and gives us the choice of combining or separating service and deadhead. We are going to have to develop a way to advise the employees before they file their timeslips at a terminal, which way we want them to claim their time. (See NCCC Q & A #3 and 15).
15. Q. If we relieve a crew enroute prior to expiration of Hours of Service, must we tell them to combine service to avoid separation of trip?
- A. Employees must be notified to combine or separate service and deadhead prior to going off duty at the final terminal. (See NCCC Q & A #3 and #5).

Article VI - Deadheading

1. Q. (a) Can deadheading be combined with service insofar **as** employees filling vacancies are concerned, **e.g.**, a vacancy exists at an outlying point, but close enough to the supply point to **make it** advantageous for the carrier to combine the deadhead trips to and from the vacancy with the actual service tour of duty?

(b) **If it** can be **so** combined, would the service miles paid **for** be included with deadhead miles in arriving **at** the overtime threshold?

A. (a) Yes.

(b) **In** any situation where a deadhead trip and a service trip are combined for pay purposes, i.e., paid for on a continuous time and mileage basis, overtime would commence when the time **on** duty exceeds the total miles paid (service trip and deadhead) divided by the applicable overtime divisor set forth **in** Section 2 of Article IV.

2. Q. Under Example #1 (Application of Deadhead Rule), is the deadhead portion of the trip to be at the same rate as the service trip, **i.e.**, through freight, local, etc.?

A. Yes, inasmuch as the deadhead and service trip were combined for pay purposes. However miles over those in the basic day are to **be** paid at the overmile rate.

3. Q. If an employee works from his home terminal to the away-from-home terminal and then deadheads from the **away-from-home** terminal to the home terminal, **is** it necessary to notify the employee to combine deadhead and service prior to going off duty **on** the service trip?

A. Yes.

Article VI - Deadheading (Cont.)

5. Q. Carrier works a crew into the away-from-home terminal and elects to deadhead the crew home before taking rest but determines that a separate deadhead call would be advantageous. Is that permitted?
- A. Yes. In such circumstances the involved crew should be instructed that the deadhead trip to the home terminal will be calculated and paid for separately, and to claim time accordingly.

ARTICLE VI - ROAD SWITCHER, ETC.

Section 1 - Reduction in Work Week

(a) Carriers with road switcher (or similar operations), mine run or roustabout agreements in effect prior to the date of this Agreement that do not have the right to reduce **six** or seven-day assignments to not **less** than five, or to establish new assignments to work five days per week, shall have that right.

(b) The work days of five-day assignments reduced or established pursuant to Section 1(a) of this Article shall be consecutive. The five-day yard rate shall apply to new assignments established pursuant to Section 1(a) of this Article. Assignments reduced pursuant to Section 1(a) shall be compensated in accordance with the provisions of Section 1(c).

(c) If the working days of an existing assignment as described in Section 1(a) are reduced under this Article, an allowance of 48 minutes at the existing straight time rate of that assignment in addition to the rate of pay for that assignment will be provided. Such allowance will continue for a period of three years from the date such assignment was first reduced. However, such allowance will not be made to employees who establish seniority in train or engine service after the date of this Agreement. Upon expiration of the three year period described above, the five day yard rate will apply to any assignment reduced to working less than **six** or seven days a week pursuant to this Article.

(d) The annulment or abolishment and subsequent reestablishment of an assignment to which the allowance provided for above applies shall not serve to make the allowance inapplicable to the assignment upon its restoration.

Section 2 - New Road Switcher Agreements

(a) Carriers that do not have rules or agreements that allow them to establish road switcher assignments throughout their system may serve a proposal for such a rule upon the interested general chairman or chairmen. If agreement is not reached on the proposal within 20 days, the question shall be submitted to arbitration.

(b) The arbitrator shall be selected by the parties or, if they fail to agree, the National Mediation Board will be requested to name an arbitrator.

(c) The arbitrator shall render a decision within 30 days from the date he accepts appointment. The decision shall not deal with the right of the carrier to establish road switcher assignments (such right is recognized), but shall be restricted to enumerating the terms and conditions under which such assignments shall be compensated and operated.

(d) In determining the terms and conditions under which road switcher assignments shall be compensated and operated, the arbitrator will be guided by and confined to what are the prevailing features of other road switcher agreements found on Class I railroads, except that the five day yard rate shall apply to any assignment established under this Section.

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN
Vice Chairman

R. T. Kelly
Director of Labor Relations

D. P. LEE
Vice Chairman and
General Counsel

7

October 31, 1985

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This refers to Article VII, Road Switchers of the Agreement of this date.

In the application of Section 1(c) of the Article, it was understood that if a carrier without a pre-existing right to reduce a seven day assignment described in Section 1(a) to a Lesser number of days reduces such an assignment to six days per week, the 48-minute allowance will be payable to employees on the assignment whose seniority date in train or engine service precedes the date of the Agreement. If the carrier reduces the same assignment from seven days to five, an allowance of 96 minutes would be payable.

Conversely, if the carrier had the pre-existing right to reduce a seven day assignment described in Section 1(a) to six days per week, but not to five days, and reduced the seven day assignment to six days per week, no allowance would be payable. If it reduced the assignment from seven days to five days, an allowance of 48 minutes would be payable.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

Fred A. Hardin

BN QUESTIONS AND ANSWERS

ARTICLE VII - ROAD SWITCHER

1. Q. A "system" agreement which permits this company to establish road switcher assignments on former-CB&Q territory, does not exist. There does exist, however, a specific agreement that provides for the establishment of a specific six-day road switcher assignment at a certain point. Can that individual road switcher assignment be reduced to a five-day assignment?
- A. Yes.

Article VII - Road Switchers

1. Q. Does the three year period referred to in Section 1(c) mean the duration **of** the agreement?
 - A. **No.** The three year period **commences** from the date the assignment involved **is** reduced.

2. Q. **Is** the 48 minute allowance provided **for** in Section 1(c) applicable on guaranteed days, holidays, or just service days?
 - A. Such allowance **is** applicable on the advertised or bulletined work days of a qualifying assignment, including **days** on which such assignment **is** annulled and paid a guarantee.

ARTICLE VIII - ROAD. YARD AND INCIDENTAL WORK

Section 1 - Road Crews

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

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

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

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

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

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

Section 2 - Yard Crews

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

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

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

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

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

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

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

Section 3 - Incidental Work

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

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

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

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

Section 4 - Construction of Article

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

This Article shall become effective November 1, 1985 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date.

NATIONAL' RAILWAY LABOR CONFERENCE

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CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN

Vice Chairman

D. P. LEE

Vice Chairman and
General Counsel

#8

October 31, 1985

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This refers to Article VIII, Section 1(b), of the Agreement of this date which provides that only two straight pickups or setouts will be made. This does not allow cars to be cut in behind other cars already in the tracks or cars to be picked up from behind other cars already in the tracks. It does permit the cutting of crossings, cross-walks, etc., the spotting of cars set-out, and the re-spotting of cars that may be moved off spot in the making of the two straight setouts or pickups.

Please indicate your agreement by signing in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

Fred A. Hardin

NATIONAL RAILWAY LABOR CONFERENCE

1801 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200

CHARLES I. HOPKINS, Jr.

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Director of Labor Relations

D. P. LEE
Vice Chairman and
General Counsel

#9

October 31, 1985

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This refers to Article VIII - Road, Yard and Incidental
Work - of the Agreement of **this** date.

This confirms the understanding that the provisions in
Section 3 thereof, concerning incidental **work**, are intended to remove
any existing restrictions upon the use of employees represented by the
UTU to perform the described categories of **work** and to remove any
existing requirements that such employees, if used to perform the **work**,
be paid an arbitrary or penalty amount over and above the normal
compensation ~~for~~ their **assignment**. Such provisions are not intended to
infringe on the **work** rights of another craft as established on any
railroad.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

Fred A. Hardin

BN QUESTIONS AND ANSWERS

ARTICLE VIII - ROAD, YARD AND INCIDENTAL WORK

1. Q. Under Article VIII, Section 1(a), are we now able to require a crew to report for duty (place under pay) and relieve from duty (take off pay) at any point within the terminal, rather than the usual on and off duty point, as long as we furnish transportation if distance is **not** within reasonable walking distance?

A. **No.** (See NCCC Q & A #2). This **new** agreement does not contain any **new** authority for changing the on/off duty point. It does **permit us** to have road crews obtain and/or yard their train on any track in their initial and final terminals (e.g. interchange tracks, industry tracks, etc.), and at any specific location on any track.
2. Q. Under Article VIII, Section 1(e), are schedule rules and agreements that require cars be in station order out **of** the initial terminal eliminated?

A. **No.** However, station order is only required **when** the train departs from the yard track **where** the train is first made up. Subsequent pick-ups within the initial terminal do not require maintenance **of** station order. If train meets the requirement upon departure from initial yard track, the requirement is **satisfied**.
3. Q. Can a road crew be required to maintain classification (blocking) of cars, to or beyond the crew's final terminal, while making pick-ups and/or set-outs at intermediate points?

A. **Yes.** Section 1(e) allows **us** to require the crew to hold onto cars (in order to block or maintain blocks in their train) **when** making pick-ups and/or set-outs at intermediate points. **Where** there were restrictions which prohibited **us** from doing so, they are eliminated.
4. Q. Under Section 2(c), if the customer was Previously served by a "bum crew" or "make-up crew" on a called-as-needed basis, can we now use a yard crew to serve customer?

A. **Yes.**
5. Q. Does Section 3(a)(2) of Article VIII, permit road crews to caboose their own train without additional compensation?

A. **Yes.** (Incidentally, a prior National Agreement with the engineers permitted them to do this work, **so** no further agreement authority is needed and **you** can effectuate this now.)

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6. Q. Does Section 3(a)(9) of Article VIII allow conductors to OS their own train without additional compensation?
 - A. Yes.
7. Q. Under Section 3(b)(2) of Article VIII, does "move locomotive" include assembling an engine consist when it involves handling units that are not to be part of their consist?
 - A. All such movements must be "in connection with their own assignment". Obviously, adding and/or removing units to make up their consist would be permitted.
8. Q. A yard crew relieves a train that is disabled, or has tied up under the Hours of Service Law, within the 25 mile service zone. This yard crew is a "reduced crew" per the applicable Crew Consist Agreement. My this yard crew complete the work that would normally have been done by the road crew?
 - A. See NCCC Q. & A. #13. On former NP, GN, SPS, and CB&Q the Crew Consist Agreement does not impose restriction on yard crews performing relief work. On former-Frisco, the train consist must not exceed 121 cars or 6840 feet, unless an additional yardman helper is added. On former-C&S, -FW&D and JTD, if the train consists of more than 71-cars or 4015 feet, a protected helper must be added if one is available on the extra board. If not, the helper must be added if the train exceeds the 121/6840 limitations (See Q & A #10, below.)
9. Q. Can yard "reduced crews" established prior to 1980 Crew Consist Agreement dogcatch up to 25 miles and perform work or is this precluded by Crew Consist Agreement.
 - A. Reduced yard crews established prior to the 1980 Crew Consist Agreement can complete the work that would normally be handled by the crew of trains disabled or tied up under the Hours of Service.
10. Q. A road crew on the former CB&Q arrives at a Group 2 yard within 30" of the regular tie-up time of the yard crew. This yard crew, however, is not on duty. [See Mediation Agreement A-547 Article 11(c)]. Can this road crew now perform switching in connection with their own train at this yard without additional compensation?
 - A. Article VIII 1(d) eliminates the restriction concerning when a road crew can commence switching, but, if payment for the switching was required under Section 7, Article V of the June 25, 1964 Agreement, the payment is still applicable to pre

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11/01/85 employees. However, if switching commences within 30 minutes of regular tie-up time of yard crew, it will violate the current BLE rule,

11. Q. In the application of Article VIII, Section 1(c), at intermediate points when road crews are required to "spot, pull, couple or uncoupled cars set-out or picked up by them and reset any cars disturbed' in connection therewith, does this constitute station switching and therefore convert the crew from through freight to local rate of pay?

. . . A. No (they do not convert). The moves are specifically permitted to be done "without additional compensation".

12. Q. On the former GN, conductors are used as pilots to throw switches and copy orders in helper service. If there is a fireman on the turn, is it now necessary to have a conductor?

A. A pilot is no longer required because the fireman can do this work.

13. Q. A six-day road switcher assignment that provides service to customers located within 20 miles of the switching limits has been reduced to a five-day assignment in accordance with Article VII. Can we use yard crews to perform that service on the rest days of the road switcher assignment?

A. Yes.

14. Q. Is a yard crew that is called to relieve a road crew that has tied up under the hours of service law within the 25-mile limit, restricted from performing miscellaneous work train service that was scheduled for the relieved crew within the 25 mile limit?

A. Yes, they may not perform work train or wrecking service.

15. Q. May road crews or yard crews now be required to place lubricating oil on an engine?

A. Yes, unless it would entail the handling of heavy equipment and supplies.

16. Q. During past harvest seasons, it has been necessary to establish additional pool crews or regular assignments in order to meet the needs of a customer located 19 miles outside general switching limits. The additional crews or assignments are not established at present. When that customer's business

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increases next harvest season, may yard crews be utilized to perform this service that was formerly performed by the seasonal assignments?

- A. Yes, so long as the service does not eliminate an existing assignment or assignments.

Article VIII - Road, Yard and Incidental Work

1. Q. In application of the provisions of Section 1(b), of Article VIII, **is** there any limit to the couplings that road crews can be required to make when picking up cars?
 - A. The language "spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed" in Sections 1(b) and (c) of Article VIII was intended to apply to setting out and picking up cars and no limit **is** imposed on the number of couplings a crew may make when performing such work,

2. Q. Under the provisions of Section 1(a) of Article VIII, **if** a crew is relieved from duty at a point other than the off-duty point fixed for the assignment, **is** the time involved going to the off-duty point to be paid for and, **if so**, at what rate?
 - A. **The** crew would be on continuous time until reaching the established off-duty point.

3. Q. Is it correct to assume that under Section 2(c) of Article VIII **no** additional payment would be required for **a** yard crew serving customers up to 20 miles outside switching limits?
 - A. Yes.

4. Q. Under the provisions of Section 3 of Article VIII, can **a** road crew **now** be required to - -
 - (a) Caboose their train?
 - (b) Supply engine with stationery, paper towels, etc., under caboose arbitration award?
 - A. (a) Yes.
 - (b) Yes.

5. Q. A carrier currently is required to pay **an** allowance of 15 minutes to **a** brakeman for supplying his caboose at an outlying point. **Is** this type of **an** arbitrary eliminated by the provisions of Section 3 of Article VIII?
 - A. Yes.

Article VIII - Road, Yard and Incidental Work (Cont.)

6. Q. Would the placement of a radio power pack **on an** engine or caboose be considered a supply function under the provisions of Section 3 of Article VIII which can be performed by employees covered by this Agreement?
- A. Yes, and, if any arbitrary payments were ~~required previously in~~ connection with this function, they **no** longer are applicable.
7. Q. Does the placement **of** water and sand **on** a locomotive constitute **a** supply function under the provisions **of** Section 3 of Article VIII which may **now** be performed without additional payments.
- A. Yes, provided it does not require the handling of heavy equipment and supplies.

Section 1(b) - Road Crews

8. Q. Train to be yarded in track B of bowl yard makes a set-out at east yard, a set-out in track A of the bowl yard, yards the balance of train **in** track B, and then places caboose **on** the caboose track. Track B of the bowl yard would have held the balance of the train after the set-out at east yard. It is our understanding that the set-out **in** track A of the bowl yard is a second set-out in the final **terminal**. **Is** this the correct interpretation of **the** rule?
- A. No.
9. Q. Can **we** require an inbound crew to shove their setouts to a particular spot on the yard track, i.e., to air **hose** or the bottom of the track?
- A. Yes.
10. Q. Under Section 1(e), at locations inside switching **limits**, is there a restriction **on** holding onto cars to pick up or set out for intermediate point locations?
- A. Article VIII, Section 1(e) was intended to grant relief to those carriers with agreements containing restrictions **on** switching cars into station order at points outside of switching limits, or holding onto cars in making set outs or pick ups.

Article VIII - Road, Yard and Incidental Work (Cont.)

11. Q. At locations where no yard crew is on duty and a road crew performs switching, what payment is due if the location is an intermediate point or if the location is a terminal for the crew?

A. Article VIII, Section 1(d) of the Agreement provides that road crews may perform switching at any location (initial or final terminal, or intermediate point, for their assignment) at times no yard crew is on duty.

Section 1(d) also details the payment due, if any.

Agreements that prohibit road crews from performing switching at Yard engine points (and which specify no payment but have been interpreted by Board award to allow eight hours pay at yard rate) are relaxed. Switching in connection with their own train may now be performed, while no yard engine is on duty, and no additional compensation should be allowed therefor, unless, insofar as present employees are concerned, where required under Article V, Section 7 of the June 25, 1964 Agreement or under individual railroad agreements.

12. Q. An outbound crew picks up cars from the A Yard, from the B Yard and couples to the caboose in the C Yard. When would initial terminal delay cease, upon departure from the A Yard or when the train is assembled with the caboose in the C Yard?

A. There has been no change in the application of ITD Rules.

13. Q. Under Section 2 - Yard Crews - Can we now have a reduced yard crew go the 25 mile Limit and perform local work inbound with the train relieved due to the hours of service law?

A. The yard crew may be required to perform the local work inbound with the train relieved; however, that portion of the question relating to a "reduced" yard crew may depend on local crew consist agreement.

Article VIII - Road, Yard and Incidental Work (Cont.)

14. Q. Under Section 3 - Incidental Service - Are we **now** permitted to remove the herders at "X" **and** other locations where we **have** agreements restricting their removal?
- A. Yes.
15. Q. Are road crews restricted from placing sand, fuel oil, ice and other necessary supplies **on** the caboose or engine?
- A. **No**, unless **it** would entail the handling **of** heavy equipment and supplies (see Answer to Question 7). ~~The~~ reference to "heavy equipment and supplies" in Article VIII, Section 3(a)3 and 3(b) relates generally to such items **as** chains, knuckles, etc. which customarily are placed on locomotives and ~~caboosees~~ **by** employees other than members of an operating crew.

ARTICLE IX - INTERDIVISIONAL SERVICE

NOTE: As used in this Agreement, the term interdivisional service includes interdivisional, interseniority district, intradivisional and/or intraseniority district service.

An individual carrier may establish interdivisional service, in freight or passenger service, subject to the following procedure.

Section 1 - Notice

An individual carrier seeking to establish interdivisional service shall give at least twenty days' written notice to the organization of its desire to establish service, specify the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

Section 2 - Conditions

Reasonable and practical conditions shall govern the establishment of the runs described, including but not limited to the following:

(a) Runs shall be adequate for efficient operations and reasonable in regard to the miles run, hours on duty and in regard to other conditions of work.

(b) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

(c) When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crew.

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

(d) On runs established hereunder crews will be allowed a **\$4.15** meal allowance after 4 hours at the away-from-home terminal and another **\$4.15** allowance after being held an additional 8 hours.

(e) In order to expedite the movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of **\$1.50** for the trip.

(f) The foregoing provisions (a) through (e) do not preclude the parties from negotiating on other terms and conditions of work.

Section 3 - Procedure

Upon the serving of a notice under Section 1, the parties will discuss the details of operation and working conditions of the proposed runs during a period of 20 days following the date of the notice. If they are unable to agree, at the end of the 20-day period, with respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended, such run or runs will be operated on a trial basis until completion of the procedures referred to in Section 4. This trial basis operation will not be applicable to runs which operate through home terminals.

Section 4 - Arbitration

(a) In the event the carrier and the organization cannot agree on the matters provided for in Section 1 and the other terms and conditions referred to in Section 2 above, the parties agree that such dispute shall be submitted to arbitration under the Railway Labor Act, as amended, within 30 days after arbitration is requested by the carrier. The arbitration board shall be governed by the general and specific guidelines set forth in Section 2 above.

(b) The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the carrier to establish interdivisional service in the particular territory involved in each such dispute but shall be accepted by the parties as the conditions which shall be met by the carrier if and when such interdivisional service is established in that territory. Provided further, however, if carrier elects not to put the award into effect, carrier shall be deemed to have waived any right to renew the same request for a period of one year following the date of said award, except by consent of the organization party to said arbitration.

Section 5 - Existing Interdivisional Service

Interdivisional service in effect on the date of this Agreement is not affected by this Article.

Section 6 - Construction of Article

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

Section 7 - Protection

The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the application of this Article.

This Article shall become effective November 1, 1985 except, on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date. Article XII of the January 27, 1972 Agreement shall not apply on any carrier on which this Article becomes effective.

NATIONAL RAILWAY LABOR CONFERENCE

1801 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN
Vice Chairman

R. T. Kelly
Director of Labor Relations

D. P. LEE
Vice Chairman and
General Counsel

#10

October 31, 1985

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This confirms our understanding with respect to Article IX, Interdivisional Service of the Agreement of this date.

On railroads that elect to preserve existing rules or practices with respect to interdivisional runs, the rates paid for miles in excess of the number encompassed in a basic day will not exceed those paid for under Article IX, Section 2(b) of the Agreement of this date.

Please indicate your agreement by signing in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

Fred A. Hardin

No
We will
not

Article IX - Interdivisional Service

1. Q. A new interdivisional run is established on December 1, 1985 consisting of 200 miles. It is our understanding that overmiles on this assignment will be those miles in excess of 102 miles (the new basic day miles, effective November 1, 1985, pursuant to Section 2(a) of Article IV), and that the 98 overmiles will be paid at the first 100 mile rate (car scale and weight-on-drivers additives applied) in effect on October 31, 1985. Is this understanding correct?

A. Yes.

ARTICLE X - CABOOSES

Section 1 - Unit And Intermodal Trains

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

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

Section 2 - Run-Through Service

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

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CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN

Vice Chairman

A. T. Kelly

Director of Labor Relations

D. P. LEE

Vice Chairman and
General Counsel

#11

October 31, 1985

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This refers to Article X, Cabooses of the Agreement of this date.

This confirms our understanding that cabooses may be removed from unit and intermodal trains without further negotiations or arbitration, provided the guidelines and conditions set forth in Sections 2 and 3 of Article X of the October 15, 1982 Agreement, as amended, are complied with.

In application of the 50% limitation in Article X, Section 4, of the October 15, 1982 Agreement, with regard to the number of trains which can be submitted to arbitration, in view of the amendments to such Article made in the Agreement of this date, any unit and intermodal train already submitted to arbitration shall be excluded from such 50%.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

Fred A. Hardin

NATIONAL RAILWAY LABOR CONFERENCE

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CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN
Vice Chairman

R. T. Kelly
Director of Labor Relations

D. P. LEE
Vice Chairman and
General Counsel

#12

October 31, 1985.

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This confirms oral advice during our discussions with respect to the carriers' Future plans for discontinuance of cabooses under Article X of the Agreement of this date.

The carriers signatory to this Agreement have no plans to, and hereafter will not, cover windows or permanently close doors of cabooses utilized by train service employees, unless otherwise agreed.

The carriers intend to and will comply with the implementation and other provisions of the caboose agreement.

Very truly yours,

C. I. Hopkins, Jr.

October 31, 1985

JOINT STATEMENT COVERING ARTICLE X OF
THE AGREEMENT OF THIS DATE

This refers to that part of **our** Agreement of this date dealing with cabooses and the lengthy discussions that addressed **our** mutual concerns with respect to operations without cabooses.

Our respective concerns have been thoroughly discussed and understood and, therefore, we are mutually committed **to** the terms and intent of **our** Agreement.

We also recognize that should **a** question arise with respect to safety of operations, the Federal Railroad Administration **is** available to either or both parties for consideration **of** any such matter.

F. A. Hardin,
President
United Transportation Union

C. I. Hopkins, Jr.,
Chairman
National Carriers' Conference
Committee

NATIONAL RAILWAY LABOR CONFERENCE

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CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN

Vice Chairman

R. T. Kelly

Director of Labor Relations

D. P. LEE

Vice Chairman and
General Counsel

#14

October 31, 1983

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This refers to Articles X and XI of the National Agreement of this date permitting certain cabooses and locomotives which meet the basic minimum standards of the home railroad or section of the home railroad to operate **on** other railroads or sections **of** the home railroad.

In reviewing the current standards that exist on the major railroads with respect to such cabooses and locomotives, we recognized that while the standards varied from one property to another with respect to various details, the standards on all such railroads complied with the minimum essential requirements necessary to permit their use **in** the manner provided in Articles X and XI. For example, such minimum standards for locomotives would include a requirement that there are a sufficient number of seats for **all** crew members riding **in** the locomotive consist.

Please indicate your agreement by signing your **name** in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

Fred A. Hardin

Article X - Cabooses

1. Q. If unit trains and/or intermodal-type trains were included in notices served on the UTU under Article X of the October 15, 1982 National Agreement, and cabooses have been removed from these trains under an award of Arbitration Board No. 419, what procedures should be followed to include those types of trains under this Article and to replace them in the 25% that can be eliminated under the 1982 National Agreement?

A. Those types of trains on which cabooses have been removed pursuant to a prior arbitration award no longer should be included in calculations to determine the 25% factor and as indicated in the Letter of Understanding relating to this Article, any unit and intermodal trains already submitted to arbitration are to be excluded in application of the 50% limitation in Section 4 of Article X of the October 15, 1982 Agreement. However, if in applying the 25% to other trains you desire to run trains without cabooses not included in those submitted to arbitration, it will be necessary to reach an agreement with the General Chairman or submit to further arbitration under Article X of the October 15, 1982 Agreement, if necessary,

2. Q. What procedures should be followed to eliminate cabooses on unit trains and intermodal type trains under this Article?

A. As indicated in the Letter of Understanding relating to this Article, cabooses may be removed from unit and intermodal trains without further negotiations or arbitration, provided the guidelines and conditions set forth in Sections 2 and 3 of Article X of the October 15, 1982 Agreement, as amended, are complied with. We suggest that as a matter of good employee relations, you advise the General Chairman that you are going to remove cabooses on such trains as soon as rear end devices become available.

ARTICLE XI - LOCOMOTIVE STANDARDS

In run-through service, a locomotive which meets the basic minimum standards of the home railroad or section of the home railroad may be operated on any part of the home railroad or any other railroad.

Article XI - Locomotive Standards

1. Q. Does Article XI apply **only** to solid trains (**as** defined in Article IX of the January 27, 1972 Agreement **as** amended by Article X of the August 25, 1978 Agreement) in "run-through" service or would it **also** be applicable to engines not equipped with **am** rests being operated on another portion of the home railroad where local **rules** require **am** rests?
- A. Application **is** not limited to solid train operations but its application **is** confined to "run-through" service.

BN QUESTIONS AND ANSWERS

ARTICLE XI - LOCOMOTIVE STANDARDS

1. Q. A foreign carrier's locomotive is interchanged to the BN in run-through caboose-less service. That locomotive does not meet the standards defined by BN's Arbitration Award 419, but does meet the standards of the home road's caboose-less trains arbitration award. Under those circumstances, does Article XI set aside the locomotive modifications defined by our BN Arbitration Board insofar as run-through caboose-less service is concerned?
 - A. Yes.
2. Q. What if the preceding Q & A did not involve caboose-less trains but instead, it was simply a case of pooling power on "run-through trains" with a foreign line - and, for example, our BN agreement required arm rests or a certain type of seat, but their labor agreement did not (and their locomotives were not so equipped)?
 - A. This new agreement permits those foreign locomotives to be operated on the BN (since those locomotives satisfied the home road labor agreements).

ARTICLE XII - TERMINATION OF SENIORITY

The seniority of any employee whose seniority in train or engine service is established after the date of this Agreement and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority....

BN QUESTIONS AND ANSWERS

ARTICLE XII - TERMINATION OF SENIORITY

1. Q. An employee has established seniority on District A prior to November 1, 1985, and is furloughed. He then establishes seniority on District B on or after November 1, 1985, but is subsequently furloughed there. Could this employee's District B Seniority be terminated under the provisions of Article XII?
 - A. Yes. The seniority date in District B was established after the date of this agreement.

Article XII ~ Termination of Seniority

1. Q. **If a furloughed employee with less than 3 years of seniority is called and used in an emergency for one or more tours of duty, but is not recalled from furlough, will a new 365-day period begin?**
 - A. **No, inasmuch as the employee remained in a furloughed status.**

Summary Of Rights Of Present Firemen Under Tentative Agreement

Firemen who established seniority prior to November 1, 1985:

- Retain present rights to promotion and service as engineer
- Retain present rights to work as fireman in freight, yard and passenger service
- Hostling positions that are continued will be manned by available firemen
- Hostlers or hostler helpers with no other rights to service will continue to have the right to available hostling work
- Have right to accept carrier offer to take "reserve fireman" status
- Acquire seniority as trainman with right to reject such seniority within 90 days

ARTICLE XIII - FIREMEN ✓

The craft or class of firemen (helpers) shall be eliminated through attrition except to the extent necessary to provide the source of supply for engineers and for designated passenger firemen, hostler and hostler helper positions. Trainmen shall become the source of supply for these positions as hereinafter provided..

Section 1 - Amendments to Fireman Manning Agreement of July 19, 1972

(1) Change Article I, Section 1(a) to read as follows:

"(a) For fulfilling needs arising as the result of assignments and vacancies, temporary or otherwise, in designated passenger service and in hostler, hostler-helper service, pursuant to mileage or other regulating factors on individual carriers and in accordance with Section IV of this Agreement."

(2) Change Article I, Section 3(a) to read as follows:

"(a) Determinations of the number of employees required on each seniority district will be based on the maximum applicable regulating factor for each class of service contained in the rules on each carrier relating to increasing or decreasing the force of locomotive engineers."

(3) Change Article I, Section 3(e) to read as follows:

"(e) The number of employees required as of each determination period will be based on engineer service during the twelve months' period as follows:

Passenger service

Total hours paid for multiplied by the number of miles encompassed in a minimum day divided by the number of hours encompassed in a minimum day.

Freight service

Total hours paid for plus one-half overtime hours, multiplied by the number of miles encompassed in a minimum day divided by the number of hours encompassed in a minimum day.

Yard service

Total hours paid for plus one-half overtime hours, divided by 8.

The results thus obtained shall be divided by the maximum applicable regulating factor as provided in paragraph (a) of this Section 3. The sum of employees thus determined will be increased by 10% to cover vacations and layoffs.

NOTE: As used in this paragraph, the term 'total hours paid for' includes all straight time hours paid for including hours paid for while working during schedule3 vacation periods and the basic day's pay for holidays as such, all overtime hours paid for including overtime paid for working on holidays, and the hourly equivalent of arbitraries and special allowances provided for in the schedule agreements. The term does not include the hourly equivalent of vacation allowances or allowances in lieu of vacations, or payments arising out of violations of the schedule agreement."

(4) Change Article I, Section 3(f) by inserting "and on furlough" in the first and second sentences after "the number of firemen in active service" and by eliminating (1) to the NOTE and renumbering the remaining three enumerated items.

(5) Eliminate Section 3(h) of Article I and reletter the subsequent subsection.

(6) Change Article III, Section 1 to read as follows:

"Section 1 - Firemen (helpers) whose seniority as such was established prior to November 1, 1985 shall have the right to exercise their seniority on assignments on which, under the National Diesel Agreement of 1950 (as in effect on January 24, 1964), the use of firemen (helpers) would have been required, and on available hostler and hostler helper assignments subject to the following exceptions:

(a) When required to fulfill experience requirements for promotion, or engaged in a scheduled training program.

(b) When their services are required to qualify for or fill passenger or hostler or hostler helper vacancies in accordance with Article IV of this Agreement.

(c) When restricted to specific assignments as referred to in Article VI of this Agreement.

(d) When required to fill engineer vacancies or assignments.

The exercise of seniority under this Article will be subject to the advertisement, bidding, assignment, displacement and mileage rules on the individual carriers.

NOTE: As to any carrier not subject to the National Diesel Agreement of 1950 on January 24, 1964, the term 'the rules in effect on January 24, 1964 respecting assignments (other than hostling assignments) to be manned by firemen (helpers)' shall be substituted in this Article for the term 'the National Diesel Agreement of 1950.'

"Section 1.5 - Firemen (helpers) whose seniority as such is established on or after November 1, 1985 will have the right to exercise seniority limited to designated positions of passenger fireman, hostler or hostler helper. The seniority rights of such firemen are subject to the following exceptions:

(a) When required to fulfill experience requirements for promotion, or engaged in a scheduled training program.

(b) When required to fill engineer vacancies or assignments.

This will not preclude the carrier from requiring firemen to maintain proficiency as engineer and familiarity with operations and territories by working specified assignments."

(7) Change Article III, Section 4 to read as follows:

"Section 4(a) - All firemen (helpers) whose seniority as such was established prior to November 1, 1985 will be provided employment in accordance with the provisions of this Article until they retire, resign, are discharged for cause, or are otherwise severed by natural

attrition; provided, however, that such firemen (helpers) ~~may be~~ furloughed if ~~no~~ assignment working without a fireman (helper) exists ~~on~~ their seniority district which would have been available to firemen (helpers) under the National Diesel Agreement of 1950 (as ~~in~~ affect ~~on~~ January 24, 1964), and if ~~no~~ position ~~on~~ an extra list as required in Section 3 above exists ~~on~~ their seniority district, subject to Section 5 of this Article."

"Section 4(b) - Firemen whose seniority ~~as~~ such ~~is~~ established ~~on~~ or after November 1, 1985 may be furloughed when not utilized pursuant to Section 1.5 of this Article."

- (8) Change Article ~~III~~, Section 5(a) to read as follows:

"Section 5(a) - With respect to firemen (helpers) employed ~~after~~ July 19, 1972 and prior to November 1, 1985, the provisions of Section 4(a) above will be temporarily suspended ~~on~~ any seniority district to the extent provided ~~in~~ this Section 5 ~~if~~ there is a decline in business within the meaning of this Section."

- (9) Change Article ~~IV~~, Section 1 to read" ~~as~~ follows:

"Section 1 - Firemen (helpers) who established a seniority date ~~as~~ fireman prior to November 1, 1985 shall be used ~~on~~ assignments in passenger service ~~on~~ which under agreements ~~in~~ effect ~~immediately~~ prior to August 1, 1972, the use of ~~firemen~~ (helpers) would have been required. The use ~~in~~ passenger service of firemen (helpers) who establish seniority ~~as~~ firemen on or after November 1, 1985 will be confined ~~to~~ assignments designated by the carrier."

- (10) Change Article IV, Section 2 to read as follows:

"(a) Except as modified hereinafter, assignments in ~~hostling~~ service will continue to be filled ~~when~~ required by agreements in effect ~~on~~ individual carriers.

(b) The carriers ~~may~~ discontinue using employees represented by the United Transportation Union as hostlers or hostler helpers provided that it ~~does~~ not result in furlough of a fireman who established ~~seniority~~ prior to November 1, 1985 nor the establishment ~~of~~ a hostler position represented by another organization, and provided, ~~further~~, that this provision will ~~not~~ act to displace any employee who established ~~seniority~~ prior to November 1, 1985 and who ~~has~~ no rights to ~~service~~ except as hostler or hostler helper.

(c) Employees in engine service who established seniority prior to November 1, 1985 will continue to fill hostler and hostler helper positions and vacancies thereon in accordance with agreements in effect as of that date. If such position cannot be filled by such employees, and it is not discontinued pursuant to Paragraph (b) above, qualified train service employees will be used; In that event, bulletined vacancies will be advertised to train service employees, and if no bids are received the junior qualified train service employee at the location will be assigned; temporary vacancies will be filled from the yard or combined road/yard extra board.

(d) Yard crews may perform hostling work without additional payment or penalty to the carrier."

(11) Change Article VIII to read as follows:

"ARTICLE VIII - RESERVE FIREMEN"

The carrier shall have the right to offer 'Reserve Fireman' status to any number of active firemen, working as such, with seniority as firemen prior to November 1, 1985 (who are subject to work as locomotive engineers). Where applied, Reserve Fireman status shall be granted in seniority order on a seniority district or home zone basis under the terms listed below:

- (1) An employee who chooses Reserve Fireman status must remain in that status until he either (i) is recalled and returns to hostler or engine service pursuant to Paragraph (2), (ii) is discharged from employment by the carrier pursuant to Paragraph (2) or For other good cause, (iii) resigns from employment by the carrier, (iv) retires on an annuity (including a disability annuity) under the Railroad Retirement Act, or (v) otherwise would not be entitled to free exercise of seniority under this Fireman Manning Agreement; whichever occurs first. If not sooner terminated, Reserve Fireman status and all other employment rights of a Reserve Fireman shall terminate when he attains age 70.
- (2) Reserve Firemen must maintain their engine service and hostler proficiencies while in such status, including successfully completing any retraining or refresher Programs that the carrier may require and

passing any tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies and abilities have been maintained. Reserve Firemen also must hold themselves available for return to hostler and engine service upon seven days' notice, and must return to hostler or engine service in compliance with such notice. Reserve Firemen shall be recalled in reverse seniority order unless recalled for service as engineer. Failure to comply with any of these requirements will result in forfeiture of all seniority rights.

- (3) Reserve Firemen shall be paid at 70% of the basic yard Fireman's rate for five days per week. No other payments shall be made to or on behalf of a Reserve Fireman except (i) payment of premiums under applicable health and welfare plans and, (ii) as may otherwise be provided for in this Article. No deductions from pay shall be made on behalf of a Reserve Fireman except (i) deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law; (ii) deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement, (iii) as may otherwise be authorized by this Article and (iv) any other legally required deduction.
- (4) Reserve Firemen shall be considered in active service for the purpose of this Fireman Manning Agreement, including application of the decline in business formula.
- (5) Other non-railroad employment while in Reserve Fireman status is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings.
- (6) Vacation pay received while in Reserve Fireman status will offset pay received under paragraph (3). Time spent in reserve status will not count toward determining whether the employee is eligible for vacation in succeeding years. It will count as time in determining the length of the vacation to which an employee, otherwise eligible, is entitled.

(7) Reserve Firemen are not eligible for:

Holiday Pay
Personal Leave
Bereavement Leave
Jury Pay
Other similar special allowances

(8) Reserve Firemen are covered by:

Health and Welfare Plans
Union Shop
Dues Check-off
Discipline Rule
Grievance Procedure

that are applicable to Firemen (helpers)
in active service.

(9) When junior employees are in 'Reserve Fireman' status, a senior active fireman may request such status. The carrier shall grant such a request and, at its discretion, recall the junior 'Reserve Fireman.'

Section 2 - Establishing Brakeman Seniority

(1) Engine service employees not possessing ground service seniority as of November 1, 1985 shall be placed on the bottom of the appropriate ground service roster upon implementation of this Section. Such employees will be allowed to relinquish their newly acquired seniority during a ninety day period following such implementation.

(2) On or after November 1, 1985, any person establishing seniority in engine service without first establishing seniority as trainman will establish a seniority date as trainman on the date he or she establishes seniority in engine service.

(3) An employee establishing seniority as trainman under this Section 2 shall be permitted to exercise such rights only in the event he or she is unable to hold any position or assignment in engine service as engineer, fireman on a designated position in passenger service, hostler or hostler helper, and such employee shall not, by such placement, be given any "present or protected employee" rights under present crew consist agreements or any negotiated in the future.

(4) Provisions for implementing this requirement shall be agreed upon with the appropriate trainmen's representative on each carrier party hereto within 90 days following the date of this

Agreement. **If** the parties are unable to agree, the matter shall be arbitrated at the request of either party under, the following provisions:

(a) The parties will endeavor to agree upon an arbitrator. **If** they fail to agree, ~~either~~ may request the National Mediation Board to name an arbitrator.

(b) The authority of the arbitrator will be limited to deciding the procedures that will govern the placement of engine service employees **on** ground service seniority rosters including the **determination** of which rosters are "appropriate."

(c) **An** award will be rendered within **45** days of the date the arbitrator **is** named.

Section 3 - Retention of Seniority

(1) Subject to the carrier's legal obligations, when selecting new applicants for engine service, opportunity shall first be given **to** employees **in** train and yard service **on** the basis of their relative seniority standing, **fitness** and other qualifications being equal. Transfer **of** engineers from one seniority district to another **on** the same railroad system will not **be** violative of this provision.

(2) Any person who is selected for engine service and does not have seniority as trainman will acquire seniority as trainman upon entering engine service, subject to paragraph (3) hereof.

(3) **An** employee who has established seniority **as** conductor (foreman), trainman (brakeman-yardman), hostler **or** hostler helper (but without seniority **as** a locomotive fireman) who **is** selected for engine service shall retain **his** seniority standing and all other rights **in** train and/or yard or **hostling** service. However, such employee shall be permitted to exercise such rights only **in** the event he **or** she **is** unable to hold any position or assignment **in** engine **service** as engineer, fireman **on** a **designated** position in passenger service, hostler or hostler helper.

(4) This Section 3 replaces and supersedes Article VIII of the August 25, 1978 National Agreement.

Section 4 - Promotion

The following **principles** will govern **in** the selection and promotion to engine service and **conductor/foreman**:

(1) Trainmen who established seniority prior to November 1, 1985 will be governed by existing rules with respect to promotion **to** **conductor/foreman** and **will** not be required to accept promotion **to** engine service.

(2) Trainmen who establish seniority on or after November 1, 1985 must accept promotion to conductor/foreman in proper turn.

(3) Trainmen who establish seniority on or after November 1, 1985 will be selected for engine service in accordance with Section 3 of this Article XIII. However, if a sufficient number of trainmen (including those promoted to Conductor) do not make application for engine service to meet the carrier's needs, such needs will be met by requiring trainmen (including promoted conductors) who establish seniority on or after November 1, 1985 to take engine service assignments or forfeit seniority in train service.

(4) If the carrier's needs for engine service employees are not met during a period when there are not sufficient trainmen (including promoted conductors) in service with a seniority date on or after November 1, 1985 who must accept promotion to engine service or forfeit seniority in train service, the carrier may hire qualified engineers or train others for engine service.

Provisions for implementing these principles shall be agreed upon on each carrier party hereto within 90 days following the date of this Agreement. If the parties are unable to agree, the matter shall be arbitrated at the request of either party under the following provisions:

(a) The parties will endeavor to agree upon an arbitrator. If they fail to agree, either may request the National Mediation Board to name an arbitrator.

(b) The authority of the arbitrator will be limited to deciding the procedures that will govern the promotion of trainmen and the forfeiture of seniority in the event of failure to qualify for promotion.

(c) An award will be rendered within 45 days of the date the arbitrator is named.

Section 5 - Application

Any conflict between the changes set forth herein and the provisions of the July 19, 1972 Manning Agreement, as revised, shall be resolved in accordance with the provisions of this Agreement.

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN

Vice Chairman

R. T. Kelly

Director of Labor Relations

D. P. LEE

Vice Chairman and
General Counsel

#15

October 31, 1985

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This will confirm our understanding during the negotiations of the Agreement of this date that the term "active Firemen, working as such", appearing in Section 1, Paragraph (il) of Article XIII, includes hostlers who have the right to work as locomotive engineers.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

Fred A. Hardin

NATIONAL RAILWAY LABOR CONFERENCE

1801 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN
Vice Chairman

R. T. Kelly
Director of Labor Relations

D. P. LEE
Vice Chairman and
General Counsel

#16

October 31, 1985

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This will confirm our understanding during the negotiations of the Agreement of this date that where hostler positions are filled by employees not having firemen's seniority, that before a carrier discontinues a hostler or hostler helper position pursuant to Article XIII, Section 1(10) of this Agreement, it will be offered to furloughed *hostlers with seniority prior to November 1, 1985 in the same seniority district. If such hostlers only have point seniority and there are no furloughed hostlers at such point, but there are such hostlers on furlough with seniority prior to November 1, 1985 at another point in the same geographical area, a vacancy will be offered to such hostlers before a carrier discontinues a hostler or hostler helper position pursuant to Article XIII, Section 1(10) of this Agreement.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

Fred A. Hardin

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20038/AREA CODE: 202-862-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN
Vice Chairman

R. T. Kelly
Director of Labor Relations

D. P. LEE
Vice Chairman and
General Counsel

October 31, 1985

#17

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This will confirm our understanding during the negotiations of the Agreement of this date that before a carrier discontinues a hostler or hostler helper position pursuant to Article XIII, Section 1(10) of this Agreement, ~~it~~ will be offered to furloughed firemen with seniority in engine service prior to November 1, 1985 in the same seniority district. Such employees will ~~retain~~ recall rights to engine service in accordance with existing agreements.

Please indicate your agreement by signing in the space provided below.

Very truly yours,

C. I. Hopkins', Jr.

I agree:

Fred A. Hardin

BN QUESTIONS AND ANSWERS

ARTICLE XIII.- FIREMEN

1. Q. A regular assigned hostler lays off on an assigned work day. It is determined by the Carrier, that all of the hostling requirements on that shift can be accomplished by road and yard employes in connection with their own assignments. Are we required to fill this vacancy?

A. Yes, if there is a pre-11/1/85 fireman or hostler-fixture available: Otherwise, No.
2. Q. A temporary hostler vacancy exists which cannot be filled by engine service employees with an established seniority date prior to November 1, 1985. How should the vacancy be filled?

A. By qualified train service employees from either the yard extra board or a combination road/yard extra board (see Article XII, Section 1(10)(c). (Obviously, when you get to this position, we will have to institute some method of qualifying those employes.)

MANNING AGREEMENT

NMB Case No. 8381

Dated July 19, 1972

And Amendment Dated August 25, 1978

between

RAILROADS REPRESENTED BY

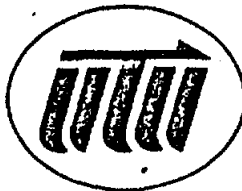
THE NATIONAL CARRIERS' CONFERENCE

COMMITTEE

and their

EMPLOYEES REPRESENTED BY THE

UNITED TRANSPORTATION UNION



united transportation union



Rev. 12-78



**HIGHLIGHTS OF THE UNITED TRANSPORTATION UNION
FIREMAN-HELPER MANNING AGREEMENT**

1. Each carrier shall employ and maintain a force of firemen-helpers on each seniority district necessary to fill all passenger and hosting assignments and vacancies in accordance with existing agreements.
2. A formula will provide a sufficient number of firemen-helpers for training and promotion to the craft of locomotive engineer.
3. Additional firemen-helpers may be employed to meet the needs of a carrier.
4. Hereafter, all locomotive engineers shall be trained, qualified and promoted from the ranks of firemen-helpers.
5. Firemen-helpers are allowed a free exercise of seniority in accordance with applicable agreements.
6. Firemen-helpers who are ineligible for promotion or restricted are fully protected.
7. Extra lists will be maintained to the extent necessary to provide employment for firemen-helpers holding seniority.
8. All firemen-helpers including "new hires" will be guaranteed employment, except for decline in business, Article III, Section 5.
9. Protection under existing merger agreements is preserved.
10. The customary duties performed by firemen-helpers are continued by this agreement.

MEDIATION AGREEMENT

THIS AGREEMENT, made ~~this~~ 19th day of July, 1972, by and between the participating carriers listed in Exhibit A, attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the United Transportation Union, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I • EMPLOYMENT OF FIREMEN (HELPERS)

Section 1. Each carrier shall employ and maintain a force of firemen (helpers) on each seniority district adequate to accomplish the following:

(a) For fulfilling needs ^{designated} arising as the result of assignments and vacancies, temporary or otherwise, in passenger service and in hostler, hostler-helper service, pursuant to existing mileage or other regulating factors and in accordance with ~~Article IV of this Agreement, and~~
^{Section}

(b) For training, qualification and promotion to the craft of locomotive engineers to meet the operating needs of the carrier. To this end the number of firemen (helpers) to be employed shall be determined on the basis of the carrier's operating needs for locomotive engineers on each seniority district as determined in accordance with Section 3 of this Article.

Section 2. A carrier will not be precluded from employing firemen (helpers) in addition to those in Section 1 above.

Section 3. Pursuant to paragraph (b) of Section 1 of this Article, the following determinations will be made on each seniority district on each carrier:

(a) Determinations of the number ^{employees} of men required on each seniority district will be based on the maximum applicable regulating factor for each class of service contained in the rules existing on each carrier on July 1, 1972 relating to increasing or decreasing the force of locomotive engineers. ~~The rules in effect on July 1, 1972 are to be used for this purpose, and shall continue to be so used even if changed during the period of this Agreement. (See amendment)~~

(b) Determinations will be made at three months' intervals (or comparable periods if necessary to conform to payroll periods) and will be based on the averages for the twelve months ending with the last month of each three months' determination period.

(c) The first determination period will cover the 12 months ending June 30, 1972. The UTU(E) General Chairman or his designated representative(s) will be notified of the results of that determination within 60 days after the effective date of this Agreement.

(d) Subsequent determinations will cover twelve months' periods ending on the last day of the third month (or comparable period) following the end of the previous determination period. The UTU(E) General Chairman or his designated representative(s) will be notified of the results of each determination within 30 days after the close of each period,

employees
(e) The number of ~~men~~ required as of each determination period will be based on engineer service during the twelve months' period as follows:

Passenger service - ~~12-1/2~~

the number of hours in
Total hours paid for multiplied by 12, except that in short-turnaround passenger service the total hours paid for will be multiplied by 12-1/2 in a minimum day divided by the number of hours
Freight service

Total hours paid for plus one-half overtime hours, multiplied by 12-1/2 *the number of miles encompassed in a mi.*
divided by the number of hours encompassed in
Yard service

Total hours paid for plus one-half overtime hours, divided by 8.

The results thus obtained shall be divided by the maximum applicable regulating factor as provided in paragraph (a) of this Section 3. The sum of ~~men~~ thus determined ~~will be~~ increased by 10% to cover vacations and layoffs.

Note: As used in this paragraph, the term "total hours paid for" includes all straight time hours paid for including hours paid for while working during scheduled vacation periods and the basic day's pay for holidays as such, all overtime hours paid for including overtime paid for working on holidays, and the hourly equivalent of arbitraries and special allowances provided for in the schedule agreements. The term does not include the hourly equivalent of vacation allowances or allowances in lieu of vacations, or payments arising out of violations of the schedule agreement.

and on furlough
(f) If the number of engineers in active service at the end of a determination period, plus the number of firemen in active service at the end of that determination period is equal to or in excess of the number of engineers determined as provided in paragraph (e) of Section 3 of this Article, no additional firemen (helpers) need be employed. If the number of engineers and firemen (helpers) in active service at the end of the determination period is less than the number of engineers determined as provided in paragraph (e) of this Section 3, the required number of firemen (helpers) necessary to meet the requirements will be employed and placed in service within 30 days after

(c) The first determination period will cover the 12 months ending June 30, 1972. The UTU(E) General Chairman or his designated representative(s) will be notified of the results of that determination within 60 days after the effective date of this Agreement.

(d) Subsequent determinations will cover twelve months' periods ending on the last day of the third month (or comparable period) following the end of the previous determination period. The UTU(E) General Chairman or his designated representative(s) will be notified of the results of each determination within 30 days after the close of each period.

(e) The number of men required as of each determination period will be based on engineer service during the twelve months' period as follows:

Passenger service

Total hours paid for multiplied by 20, except that in short turnaround passenger service the total hours paid for will be multiplied by 12-1/2.

Freight service

Total hours paid for plus one-half overtime hours, multiplied by 12-1/2.

Yard service

Total hours paid for plus one-half overtime hours, divided by 8.

The results thus obtained shall be divided by the maximum applicable regulating factor as provided in paragraph (a) of this Section 3. The sum of men thus determined will be increased by 10% to cover vacations and layoffs.

Note: As used in this paragraph, the term "total hours paid for" includes all straight time hours paid for including hours paid for while working during scheduled vacation periods and the basic day's pay for holidays as such, all overtime hours paid for including overtime paid for working on holidays, and the hourly equivalent of arbitraries and special allowances provided for in the schedule agreements. The term does not include the hourly equivalent of vacation allowances or allowances in lieu of vacations, or payments arising out of violations of the schedule agreement.

(f) If the number of engineers in active service at the end of a determination period, plus the number of firemen in active service at the end of that determination period is equal to or in excess of the number of engineers determined as provided in paragraph (e) of Section 3 of this Article, no additional firemen (helpers) need be employed. If the number of engineers and firemen (helpers) in active service at the end of the determination period is less than the number of engineers determined as provided in paragraph (e) of this Section 3, the required number of firemen (helpers) necessary to meet the requirements will be employed and placed in service within 30 days after

the date by which the **UTU(E) General Chairman or his** designated representative(s) must be notified of the results of the determination.

Note: As used in this paragraph, the term "active service" refers to all employees holding seniority as engineer or fireman (helper) on the last day of a determination period, exclusive of:

~~(1) Employees who are furloughed.~~

~~(1) (2)~~ Employees who on the last day of a determination period were unavailable for service because they were on official positions with the carrier or labor organization, disabled, under suspension or dismissal for disciplinary reasons or on extended leave for any other purpose, and as to whom it can be established will be unavailable for service throughout the next determination period.

~~(2) (3)~~ Firemen (helpers) required for passenger service and hostler and hostler-helper service as set forth in paragraph (a) of Section 1 of this Article.

~~(3) (4)~~ Firemen (helpers) holding seniority on the date of this Agreement who under agreements, rules, practices and court opinions are not promotable, or are otherwise ineligible to perform service as engineer, including but not limited to fixtures, restricted, physically disqualified and disciplined firemen (helpers). This Paragraph does not contemplate the exclusion of firemen (helpers) who are ineligible to perform service as an engineer because they have not yet attained the experience or training requirements necessary for certification as an engineer.

(g) When a carrier notifies the UTU(E) General Chairman or his designated representative(s) of the results of each determination, the General Chairman or his designated representative(s) will at the same time be furnished the calculations and supporting data referred to in this Section; and the carrier shall on request give to such UTU(E) General Chairman or his designated representative(s) access to the original records of the carrier from which calculations and supporting data are drawn.

minute
(h) Upon request, the carrier will promptly furnish the UTU(E) General Chairman a copy of the Monthly Report of Employees, Service, and Compensation - Form WM - 3-2-61 - ICC Wage Statistics - Form B.

(h) (i) If the UTU(E) General Chairman or his designated representative(s) disagrees with a carrier's determination made pursuant to Section 3 of this Article, he may within 15 days of receipt thereof advise the carrier in writing and request a meeting to discuss such determination. A meeting for that purpose will be held within 10 days of receipt of request. In event of failure of the carrier to meet within the time limits prescribed, or if the dispute is not resolved at such meeting, upon request of the UTU(E) General Chairman to the carrier's highest appeals officer, they will meet within 15 days of receipt of such request to discuss the matter. In event of failure of the carrier to

meet within the time limits prescribed, or ~~U~~ the dispute is not resolved at such meeting, either party may submit the dispute to the Board as set forth in Article IX. Such submission shall be made within 80 days of the date of the meeting or, if no meeting is held, within 75 days of receipt of the General Chairman's request for a meeting.

ARTICLE II - SENIORITY, PAY AND TRAINING

Section 1, All firemen (helpers) hired subsequent to the date of this Agreement shall rank on the firemen (helpers) roster in accordance with governing agreements on individual carriers. Such firemen (helpers) shall be trained and qualified for promotion to the craft of locomotive engineer in accordance with the training program between the UTU(2) and the carrier,

Section 2, AU firemen (helpers), hostlers and hostler helpers shall be paid at the rate specified for the service performed, and shall be governed by the rules provided in existing agreements covering firemen (helpers), hostlers and hostler helpers,

Section 3, The duties performed by firemen (helpers) are not changed by this Agreement. However, existing agreement rules which impose restrictions on work or duties which can be performed by a fireman (helper) in connection with the movement of the locomotive or train to which he is assigned are hereby referred to a Standing Committee. The Standing Committee will be comprised of two members, one to be named by the Carriers and one to be named by the Organization.

ARTICLE III - EMPLOYMENT PROTECTION AND EXERCISE OF SENIORITY

985, Section 1, Firemen (helpers) holding or hereafter establishing seniority *whose seniority as such was est.* as such, including those on furlough status recalled to service under Section 2 hereof, shall have the right to exercise their seniority on assignments on which, under the National Diesel Agreement of 1950 (as in effect on January 24, 1984), the use of firemen (helpers) would have been required, and on available hostler and hostler helper assignments, subject to the following exceptions:

(a) When required to fulfill experience requirements for promotion, or engaged in a scheduled training program.

(b) When their services are required to qualify for or fill passenger or hostler or hostler helper vacancies in accordance with Article IV of this Agreement.

(c) When restricted to specific assignments as referred to in Article VI of this Agreement.

(d) When required to fill engineer vacancies or assignments,

Section 1.5 - Firemen (helpers) whose seniority as such is established on or after November 1, 1985 will have the right to exercise seniority limited to designated positions of passenger fireman, hostler or hostler helper. The seniority rights of such fireman era subject to the following exceptions:

- (a) When required to fulfill experience requirements for promotion, or engaged in a scheduled training program.
- (b) When required to fill engineer vacancies on assignments.

This will not preclude the carrier from requiring firemen to maintain proficiency as engineer and familiarity with operations and territories by working specified assignments."

The exercise of seniority under this Article will be subject to the advertisement, bidding, assignment, displacement and mileage rules on the individual carriers.

Note: As to any carrier not subject to the National Diesel Agreement of 1950 on January 24, 1984, the term "the rules in effect on January 24, 1984 respecting assignments (other than hostling assignments) to be manned by firemen (helpers)" shall be substituted in this Article for the term "the National Diesel Agreement of 1950."

Section 2. To the extent that the assignments subject to the exercise of seniority under Section 1 above are available, firemen (helpers) in furlough status as of the effective date of this Agreement will be recalled to active service under existing recall rules to fill such assignments. Furloughed firemen having insufficient seniority to acquire an assignment under the preceding sentence will subsequently be recalled to active service to fill regular assignments in accordance with applicable rules or in accordance with applicable mileage rules.

Section 3. Extra lists of firemen (helpers) will be maintained and regulated in accordance with existing agreements to the extent necessary to provide employment for firemen (helpers) holding seniority as such on the effective date of this Agreement.

Section 4. All firemen (helpers) presently or hereafter employed will be provided employment in accordance with the provisions of this Article until they retire, resign, are discharged for cause, or are otherwise severed by natural attrition: provided, however, that firemen (helpers) may be furloughed if no assignment working without a fireman (helper) exists on their seniority district which would have been available to firemen (helpers) under the National Diesel Agreement of 1950 (as in effect on January 24, 1984), and if no position on an extra list as required in Section 3 above exists on their seniority district, subject to Section 5 of this Article.

Section 5(a). With respect to firemen (helpers) employed after the effective date of this Agreement, the provisions of Section 4 above will be temporarily suspended on any seniority district to the extent provided in this Section 5 if there is a decline in business within the meaning of this Section.

(b) A decline in business within the meaning of this Section will occur if, in any period of 14 consecutive calendar days, the application of the formula provided for by paragraphs (a) and (c) of Section 3 of Article I would produce a number of men more than 15% below the number produced by application of such formula for the last preceding twelve months' determination period.

(c) When such a decline in business occurs, similar decline-in-business determinations will be made covering each successive period of 14 consecutive calendar days; and the following Provisions of this Section 5 will continue in effect as long as the number of men produced by application of the formula for a 14-day period is more than 15% below the number produced by application of the formula for the preceding twelve months' determination period.

Section 4(a) - Firemen whose seniority as such is established on or after November 1, 1985 may be furloughed when not utilized pursuant to Section 1.5 of this Article

(d) The decline in excess of 15% will be applied to the number of engineers in active service (as defined in the Note to Section 3, paragraph (9) of Article I, exclusive of firemen (helpers)) as engineers on the last day of such preceding determination period. Firemen (helpers) with seniority dates subsequent to the effective date of this Agreement, equivalent in number to the number of excess engineers thus determined, may be furloughed (or continued on furlough) in reverse seniority order.

(e) If in a subsequent 14-day period, application of the decline-in-business determination produces a greater number of engineers than produced for the preceding 14-day period, a proportionate number of furloughed firemen (helpers) will be immediately recalled. When application of the decline-in-business formula produces a number of engineers not more than 15% below the number produced by application of the twelve months' determination formula, all firemen (helpers) who have been furloughed pursuant to this Section 5 will be recalled.

(f) Notwithstanding the provisions of paragraphs (a) through (e) of this Section 5 if, due to conditions beyond the control of the carrier, in any period of 24 consecutive hours the application of the formula provided for by Sections 3(a) and (e) of Article I would produce a number of engineers 40% or more below the number produced by application of such formula for the last preceding twelve months' determination period, the number of firemen (helpers), with seniority dates subsequent to the effective date of this Agreement, determined as provided in paragraph (d) above, may be furloughed (or continued on furlough) in reverse seniority order. The provisions of paragraphs (e) and (g) shall then be applied as to each subsequent 24-hour period until all firemen (helpers) who have been furloughed pursuant to this paragraph (f) have been recalled. Any reduction in the number of engineer miles or days utilized in applying this paragraph (f) will not be taken into account in the two-week determinations under paragraphs (a) through (e) of this Section.

Note: This paragraph (f) will not apply to any 24-hour period which includes one of the holidays, other than the birthday holiday, or the day before or the day after one of such holidays, enumerated in Article I of the Agreement of June 25, 1964, as amended, unless the decline is due to circumstances beyond the control of the carrier.

(g) In calculating decline-in-business determinations, the twelve months' determination period immediately preceding an initial application of the decline in business formula will continue to be used as the base even though the series of 14-day periods or 24-hour periods as contemplated by paragraphs (b) and (f), respectively, continue into or through subsequent twelve months' determination periods.

(h) Whenever a carrier desires to Proceed in accordance with this Section, it will promptly notify the UTU(E) General Chairman or his designated representative(s) and will provide him with the results of the calculations required by this Section. The UTU(E) General Chairman or his designated representative(s) will also promptly be furnished such calculations covering each subsequent 14-day or 24-hour determination period, whichever is appli-

cable, so long as firemen (helpers) are furloughed under this Section. Upon request, the carrier will provide him access to the original records from which these calculations are drawn

Example 1: (a) The determination formula for the twelve months' period ending June 30 produced a figure of 120 men. The number of engineers in 'active service' as of June 30 was 100, and the number of firemen (helpers) in "active service" was 20 (in addition to those required for passenger and hostling service), of which 10 were new hires.

(b) Application of the formula to the number of engineer miles or days paid for during the 14-day period September 15 through September 28 produces a 14% decline in the number of men required. No new hires will be furloughed.

(c) Application of the formula to the number of engineer miles or days paid for during the 14-day period September 15 through September 28 produces an 18% decline in the number of men required. Three new hires (a number equal to 3% - 18% minus the 15% float provided in paragraph (d) - of the number of engineers in 'active service' as of June 30) may be furloughed.

(d) Application of the formula to the number of engineer miles or days paid for during the 14-day period September 29 through October 12 reflects an increase in engineer miles to only a 17% decline in the number of men required. One furloughed new hire (a number equal to 1% of the number of engineers in "active service" as of June 30) will be recalled.

(e) Application of the formula to the number of engineer miles or days paid for during the 14-day period October 13 through October 26 produces a 15% decline in the number of men required. All new hires who have been furloughed pursuant to this Section 5 will be recalled.

Example 2 (a) The determination formula for the twelve months' period ending June 30 produced a figure of 25 men. The number of engineers in "active service" as of June 30 was 20, and the number of firemen (helpers) in "active service" was 5 (in addition to those required for passenger and hostling service, all of which were new hires.

(b) Application of the formula to the number of engineer miles or days paid for during the 24-hour period between 8:00 AM August 2 and 7:59 AM August 3 produces a 40% decline in the number of men required. Five new hires (a number equal to 25% - 40% minus the 15% float provided in paragraph (d) - of the number of engineers in "active service" as of June 30) may be furloughed.

(c) Application of the formula to the number of engineer miles or days paid for during the 24-hour period between 8:00 A.M., August 3 and 7:59 A.M. August 4 produces a 55% decline in the number of men required. Since all new hires have been furloughed no additional men may be furloughed.

(d) Application of the formula to the number of engineer miles or days paid for during the 24-hour period between 8:00 A.M. August 4 and 7:59 A.M. August 5 produces a 15% decline in the number of men required. All new hires who have been Furloughed pursuant to paragraph (f) of this Section 5 will be recalled. [See amendment adding paragraph (f).]

Section 6. Firemen (helpers) employed on a probationary basis on the date of this Agreement shall not be denied continued employment and establishment of a seniority date for the sole purpose of reducing the number of such firemen (helpers). Upon completion of their probationary period, they shall be entitled to the seniority rights and protection herein above provided.

Section 7. The rights or obligations of protected employees or carriers based on existing merger agreements or federal or state statutes affording protection to employees and requiring employees to protect assignments shall continue unaffected by this Agreement.

ARTICLE IV - PASSENGER AND HOSTLING SERVICE

CHANGE
Section 1. Firemen (helpers) shall be used on assignments in passenger service on which, under agreements in effect immediately prior to the effective date of this Agreement, the use of firemen (helpers) would have been required.

CHANGE
Section 2. Assignments in hostling service will continue to be filled when required by agreements in effect on individual carriers.

Section 3. The following will apply to the filling of assignments in passenger and hostling service:

U no bid is received from a fireman (helper), hostler or hostler helper during the authorized bulletin period, the vacancy will not be re-bulletined, and the Junior fireman (helper), hostler or hostler helper on the seniority district or zone who is qualified for the particular service involved will be assigned to the vacant position.

In the event there is more than one vacant position to be simultaneously filled following the authorized bulletin period, the qualified junior firemen (helpers), hostlers or hostler helpers who are assigned will have their choice of vacancies in accordance with their standing on the seniority district (zone) roster. Such junior firemen (helpers) who are so assigned will remain on such positions unless or until they are displaced by senior qualified employees or upon employees junior to them becoming qualified, in which latter event the senior employee will be permitted to vacate the assignment and the junior employee will be assigned to such position.

Where there is insufficient work to maintain an extra list for filling temporary vacancies in passenger and hostling service, the most junior qualified fireman (helper) at the location where a vacancy occurs may be required to fill such vacancy. If no such fireman (helper) is available at that location, then the most junior qualified fireman (helper) at the nearest location within the same seniority district or zone where firemen (helpers) are available may be required to fill the vacancy. Firemen (helpers) who are removed from regular assignments to fill temporary vacancies under this paragraph will be compensated in accordance with existing rules applicable to being used off their regular assignments.

Firemen (helpers) junior to those assigned as provided above and who are not qualified to perform service in passenger and hostling service will be required in reverse seniority order to accept within ten days from the date of notification by the carrier the training necessary, if any, to become qualified for the services covered by this rule.

Firemen (helpers), other than those engaged in a scheduled training program, who are removed from regular assignments for the purpose of qualifying for passenger or hostling service will be paid, while qualifying, at the rate of the assignment from which removed or at the rate of the service for which being qualified, whichever is the greater. Firemen (helpers) who fail to qualify as provided herein will be withheld from service until such time as they do qualify. Agreement provisions, rules, or practices requiring a specified length of time to qualify for service as hostler or hostler helper are hereby eliminated.

ARTICLE Y - TRANSFER OF FIREMEN (HELPERS)

Where two or more seniority districts of an individual carrier operate out of the same terminal and there is a shortage of qualified firemen (helpers) on one of the districts and a surplus of such employees on another of the districts at the same terminal, the following will govern the filling of such shortages:

Section 1. Employment on the district where the shortage exists shall be posted for bid under existing rules to qualified firemen (helpers) who are eligible for promotion on the other seniority district or districts which operate out of the same terminal and the senior applicants will be assigned.

Section 2. In the event no bids are received as outlined above, the most junior qualified firemen (helpers) at the terminal involved on the seniority district or districts having a surplus shall be assigned to fulfill the needs on the other district.

Section 3. Firemen (helpers) bidding in or forced to another seniority district as outlined in Sections 1 and 2 above shall establish and accumulate seniority as firemen (helpers) on the district to which they are transferred and shall retain seniority on their home seniority district until such time as there is need for their services on their home seniority district, at which time they shall be given an opportunity, in seniority order, to return to their home

district or to remain on the district where assigned, Firemen (helpers) elect-
~~ing to remain on the district where assigned when recalled to their home~~
district ~~will~~ forfeit seniority on their home district. Firemen (helpers) who
return to their home seniority district ~~as outlined herein will~~ forfeit seniority
on the district they leave.

Section 4. The provisions of this article do not apply to the transfer of
firemen (helpers) from one carrier to another carrier nor to the transfer of
firemen (helpers) between seniority districts which would require a change
in their residence.

ARTICLE VI - RESTRICTED EMPLOYEES

Agreements, rules, regulations, or understandings in effect on individual
railroads on the effective date of this Agreement which provide for the place-
ment or exercise of seniority of those engine service employees who may be
restricted to a particular position, assignment or type of service for reasons
including but not limited to physical disability, discipline, failure to pass
promotional examination or other cause are not affected by this agreement,

ARTICLE VII - COMPULSORY RETIREMENT

Employees contractually represented by the UTU(E) must retire from
active service in conformance with the following:

An employee over 65 years of age or who attains age 65
during 1973 must retire before January 1, 1974.

An employee who attains age 65 during 1974 or thereafter
must retire by the last day of the month following the
month in which he attains age 65.

Any agreement now in effect that provides for earlier retirement is not
affected by this Article.

ARTICLE VIII - NATIONAL MANNING STUDY COMMISSION

within thirty days following the effective date of this Agreement the
parties agree to establish a National Manning Study Commission consisting
of four members, two of whom shall be selected by the carriers and two by the
United Transportation Union, charged with the responsibility of making an
extensive and continuing study of the experience under this Agreement. Not
later than fifteen months after the effective date of this Agreement the National
Manning Study Commission shall prepare and issue to the parties a report
summarizing the experience under the Agreement for the first year and mak-
ing recommendations to the parties. The Commission will continue thereafter
If in the opinion of its members a constructive purpose will be served thereby.
The expenses of the Commission shall be shared equally by the parties.

One of the subjects to be examined by the National Manning Study Com-
mission will be the experience of the parties under Section 3 of Article I and

Section 5 of Article III and disputes arising in connection therewith. If that experience should demonstrate a need for addition of a penalty provision to Article IX, the carriers will promptly negotiate such a provision upon request of the UTU(E).

ARTICLE IX - NATIONAL DISPUTES COMMITTEE

It is hereby agreed that the parties to this Agreement will establish a National Disputes Committee for the purpose of adjusting and deciding disputes which may arise under Section 3 of Article I and Section 5 of Article III of this Agreement which are not settled on the individual railroad or property.

The National Disputes Committee shall consist of four members, two appointed by the UTU(E) and two appointed by the carriers parties to this Agreement. Appointment of the partisan members of the National Disputes Committee shall be made by the respective parties within thirty days from the date of the signing of this Agreement.

The partisan members of the Board shall promptly work out accelerated Disputes Committee procedures, including procedures relating to the appointment and selection of a panel of neutral referees, the frequency with which the Disputes Committee shall meet, and the time limits within which the disputes will be decided. It is understood that all of the necessary procedural matters will be agreed to within thirty days after appointment of the partisan members, so that the National Disputes Committee may promptly decide cases relating to the first quarterly determination following the effective date of this Agreement.

ARTICLE X - IMPLEMENTING AGREEMENTS

The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of this Agreement, the duly authorized representative of the employees, party to this Agreement, and the officer designated by the carrier, may mutually enter into additional written understandings to implement this Agreement.

ARTICLE XI - GENERAL PROVISIONS

Section 1 - Court Approval

This Agreement is subject to approval of the courts with respect to Carriers in the hands of receivers or trustees.

Section 2 - Effect of This Agreement

(a) This Agreement Is In Settlement of the dispute between the carriers listed in Exhibit A and the United Transportation Union (E) growing out of the notices served by the former Brotherhood of Locomotive Firemen and Enginemen (now the United Transportation Union (E)), dated on or about November 15, 1965, identified as Notice No. 1, and notices served by the carriers in the early part of 1966. It shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organiza-

tion signatory hereto, and shall continue in effect until changed or modified in accordance with the procedures of the Railway Labor Act, as amended,

(b) No party to this Agreement shall serve or progress prior to January 1, 1975 (not to become effective before July 1, 1975) any notice or proposal pertaining to matters covered by this Agreement. Any pending notices ~~sewed~~ by one party upon another pertaining to matters covered by this Agreement, and not otherwise disposed of under paragraph (a) above, are hereby withdrawn. [See amendment]

(c) Except as provided in this Agreement, the so-called National Diesel Agreement, ~~Mediation Agreement - Casa A-3391~~ - dated May 17, 1950, and my other agreements respecting assignments to be manned by firemen (helpers), are superseded by this Agreement.

(d) After the effective date of this Agreement, the Award of Arbitration Board No. 282, all Interpretations issued thereunder, and all decisions, judgments, orders, arbitration awards or agreements concerning the rules in effect following the expiration of Article II (Use of Firemen (helpers) on Other Than Steam Power) of Arbitration Award No. 282 shall be of no further force or effect.

(e) Except for claims based upon or arising out of the so-called "new run" holding, this Agreement shall not prejudice or impair any claim or accrued rights by or on behalf of any employee or the United Transportation Union (E) in regard to a period prior to the effective date of this Agreement, based upon or arising out of any agreement, rule, regulation, arbitration award, Interpretation, decision, judgment or order (including, but not necessarily limited to, the Order dated August 16, 1971, in Civil Actions Nos. 777-66 and 784-66 regarding the so-called "full crew" holding) in effect prior to the effective date of this Agreement.

(f) The effective date of this Agreement shall be August 1, 1972.

SIGNED AT WASHINGTON, D. C., THIS 19TH DAY OF JULY, 1972.

**For the Participating Carriers
Listed in Exhibit A**

/s/ WILLIAM H. DEMPSEY
William H. Dempsey, Chairman

/s/ C. A. BALL
C. A. Ball

/s/ F. K. DAY, JR.
F. K. Day, Jr.

/s/ T. C. DeBUTTS
T. C. De Butts

/s/ G. L. FARR
G. L. Farr

/s/ J. R. JONES
J. R. Jones

/s/ J. J. MAHER
J. J. Maher

/s/ C. E. MERVINE, JR.
C. E. Mervine, Jr.

/s/ EARL OLIVER
Earl Oliver

/s/ G. S. PAUL
G. S. Paul

/s/ G. M. SEATON, JR.
G. M. Seaton, Jr.

**For the Employees Represented By
The United Transportation Union:**

/s/ H. W. HAMPTON
H. W. Hampton, Assistant President

/s/ J. W. JENNINGS
J. W. Jennings, Vice President

/s/ H. M. PRICE
H. M. Price, Chairman

/s/ M. H. NELSEN
M. H. Nelsen, Vice Chairman

/s/ A. B. HEALAN
A. B. Healan, Secretary

/s/ R. A. BONENO
R. A. Boneno, Member

/s/ R. M. GAMBRELL
R. M. Gambrell, Member

/s/ T. P. GORMAN, JR.
T. P. Gorman, Jr., Member

/s/ G. E. McKEE
G. E. McKee, Member

/s/ H. W. WHITE
H. W. White, Member

WITNESS:

/s/ WARREN S. LANE
Warren S. Lane
Regional Head Mediator
National Mediation Board

/s/ JACK W. CASSLE
Jack W. Cassle
Mediator
National Mediation Board

PARTICIPATING CARRIERS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE AND THE EMPLOYEES OF SUCH CARRIERS REPRESENTED BY THE UNITED TRANSPORTATION UNION.

Akron and Barberton Belt Railroad
Akron, Canton and Youngstown Railroad
Alton and Southern Railway
Ann Arbor Railroad
Atchison, Topeka and Santa Fe Railway
Atlanta & St. Andrews Bay Railway
Atlanta and West Point Rail Road - **The Western Railway of Alabama**
Atlanta Joint Terminals
Baltimore and Ohio Railroad
Buffalo Division
Strouds Creek and Muddlety Territory
Baltimore and Ohio Chicago Terminal Railroad
Bangor and Aroostook Railroad
Bauxite and Northern Railway
Bessemer and Lake Erie Railroad
*Boston and Maine Corporation
Buffalo Creek Railroad
Burlington Northern, Inc.
Butte, Anaconda and Pacific Railway
1 **Camas Prairie Railroad**
Central of Georgia Railroad
Central Vermont Railway, Inc.
Chesapeake and Ohio Railway
Chicago and Eastern Illinois Railroad
Chicago and Illinois Midland Railway
2 **Chicago and North Western Transportation Company**
Chicago and Western Indiana Railroad
Chicago, Milwaukee, St. Paul and Pacific Railroad
Chicago, Rock Island and Pacific Railroad
Chicago Short Line Railway
Chicago, West Pullman and Southern Railroad
Cincinnati **Union Terminal Company**
Cincinnati Railroad
Curtis Bay Railroad
Davenport, Rock Island and North Western Railway
Delaware and Hudson Railway
Denver and Rio Grande Western Railroad
Des Moines Union Railway
Detroit and Mackinac Railway
Detroit and Toledo Shore Line Railroad
Detroit, Toledo and Ironton Railroad
Duluth, Missabe and Iron Range Railway
Duluth, Winnipeg and Pacific Railway

East St. Louis Junction Railroad
 Elgin, Joliet and Eastern Railway
 * Erie Lackawanna Railway
 Fort Worth and Denver Railway
 Galveston, Houston and Henderson Railroad
 Galveston Wharves
 Green Bay and Western Railroad
 Greenwich and Johnsonville Railway
 Gull, Mobile and Ohio Railroad
 Illinois Centrai Railroad
 Illinois Northern Railway
 Illinois Terminal Railroad
 Indiana Harbor Belt Railroad
 Indianapolis Union Railway
 Joint Texas Division of the CRI&P and FtW&D Railway
 Kansas City Southern Railway (including KCS affiliates at Milwaukee-
 Kansas City Southern Joint Agency)
 Kansas City Terminal Railway
 Kentucky and Indiana Terminal Railroad
 Lake Superior Terminal and Transfer Railway
 Lehigh and New England Railway
 * Lehigh Valley Railroad
 Longview, Portland and Northern Railway
 Los Angeles Junction Railway
 Louisiana and Arkansas Railway
 Louisville and Nashville Railroad, Monon Division
 Maine Central Railroad
 Portland Terminal Company
 Manufacturers Railway
 McKeesport Connecting Railroad
 Minneapolis, Northfield and Southern Railway
 Minnesota, Dakota and Western Railway
 Minnesota Transfer Railway
 Mississippi Export Railroad
 Missouri-Kansas-Texas Railroad
 ** Missouri Pacific Railroad (including Gull District, DeQuincy Division
 and former Union Railway (Memphis))
 Missouri-Illinois Railroad
 Monongahela Railway
 Montour Railroad
 New Orleans Public Belt Railroad
 New Orleans Union Passenger Terminal
 New York, Susquehanna and Western Railroad
 Norfolk and Western Railway
 Atlantic and Pocahontas Regions;
 Lines of former New York, Chicago and St. Louis Railroad;
 Lines of former Pittsburgh and West Virginia Railway,
 Lines of former Wabash Railroad - East and West
 Norfolk Southern Railway
 Northampton and Bath Railroad
 Ogden Union Railway and Depot Company

Oregon, ~~California~~ and Eastern Railway
 * 3 Penn ~~Central~~ Transportation Company
 Pennsylvania-ReadingSeashore ~~Lines~~
 Peoria and Pekin ~~Union~~ Railway
~~Pittsburg~~ and ~~Shawmut~~ Railroad
 Pittsburgh and Lake Erie Railroad, including
 Lake Erie and Eastern Railroad
 Port Termini Railroad Association
 +Reading Company
 fronton Railroad
 St. Joseph Terminal Railroad
 St. Louis-San Francisco Railway
 St. Louis Southwestern Railway
 Seaboard Coast Line Railroad
~~Soo~~ Line Railroad
 Southern Pacific Transportation Company -
 Pacific Lines (including former El Paso and Southwestern
 System and ~~Nogales~~, Arizona, Yard)
 Texas and Louisiana ~~Lines~~
 Southern Railway
 Alabama Great Southern Railroad (including former
 New Orleans and Northeastern Railroad)
~~Carolina~~ and Northwestern Railway
 Cincinnati, New Orleans and Texas Pacific Railway
 (Including former ~~Harriman~~ and Northeastern Railroad)
 Georgia ~~Southern~~ and Florida Railway
 interstate Railroad
 New Orleans Terminal Company
 St. ~~Johns~~ River Termini Company
 South Omaha Terminal Railway
 Spokane International Railroad
 Terminal Railroad Association of St. Louis
 Texas and Pacific Railway (including former Midland ~~Valley~~
 Railroad and former ~~Kansas~~, Oklahoma and Gulf ~~Railway~~)
 Fort Worth Belt Railway
 New Orleans and Lower ~~Coast~~ Railroad
 Texas Mexican Railway
 Toledo, ~~Peoria~~ and Western Railroad
 Toledo Terminal Railroad
 Union Pacific ~~Railroad~~
 Union Terminal Company (Dallas)
 Union Terminal Railway-St. Joseph Belt Railway
 Washington Terminal Company
 Western Maryland Railway
 Wichita Terminal Association
 Youngstown and ~~Northern~~ Railroad

NOTES •

- * - Subject to the approval of the Courts.
- 1 - Authorization applies on that part of the Camas Prairie Railroad covered by the Burlington Northern, Inc. (former Northern Pacific Railway) schedule.
- 2 - Authorization includes the Minneapolis Industrial Railway.
- 3 - Authorization excludes firemen on the former Louisville and Jeffersonville Bridge and Railroad of the former New York Central Railroad. A separate but identical Manning Agreement was concurrently entered into covering the former NYC - Ohio Central Division, B&A Division, Northern District, Southern District, Western District, and New York and Eastern District, except B&A. The separate agreement will be interpreted and applied in the same manner as the basic Manning Agreement.

FOR THE CARRIERS:

/s/J. F. GRIFFIN
J. F. Griffin

FOR THE UNITED
TRANSPORTATION UNION (E):

/s/W. T. BYRNE
W. T. Byrne

Washington, D. C.,
July 19, 1972

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972

M-1

Mr. M. W. Hampton
Assistant President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hampton:

The carriers recognize that problems may arise with respect to the application of Article I and Section 5 of Article III of Mediation Agreement, NMB Case No. A-8381, dated July 19, 1972, on railroads where, as a result of mergers, acquisitions and similar transactions, firemen (helpers) seniority districts have been consolidated or rearranged under a prior rights or zone arrangement. Accordingly, such railroads are willing to confer promptly with the United Transportation Union (Enginemen) in a good faith effort to resolve such problems.

Yours very truly,

/s/ WILLIAM H. DEMPSEY
William H. Dempsey, Chairman

ACCEPTED:

/s/ M. W. HAMPTON
M. W. Hampton

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972

M-2

..
Mr. M. W. Hampton
Assistant President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hampton:

This is to confirm our understanding that, in consideration and as a condition of the Agreement of **July 19, 1972**, between carriers represented by the National Railway Labor Conference (listed in an Exhibit to the said Agreement) and the United Transportation Union (E) the parties to that Agreement have agreed that:

1. The said Agreement is intended, among other things, to settle and dispose of all claims by the UTU(E) (or by the former Brotherhood of Locomotive Firemen and Enginemen), or by employees or former employees in a class or craft represented by the UTU(E), against one or more of the carriers, based upon or arising out of the so-called "new run" holding in Bangor and Aroostook Railroad Company, et al. v. Brotherhood of Locomotive Firemen and Enginemen, Civil Action No. 777-66, and In Brotherhood of Locomotive Firemen and Enginemen v. The Atchison, Topeka and Santa Fe Railway Company, et al., civil Action No. 784-66, both pending as consolidated cases in the United States District Court for the District of Columbia, and on appeals in that litigation, including the Order dated August 16, 1971 entered by the District Court therein. All such claims are hereby released and shall hereafter be barred. The UTU(E) shall take such action as may be necessary to withdraw or dismiss all pending proceedings upon any such claims, whether pending on the property of a particular carrier or before an adjustment board or before a court or otherwise, and shall not hereafter Present, progress or support any such claim.

2. The said Agreement also is intended, among other things, to settle and dispose of all claims by a carrier or carriers against the UTU(E) (or the former Brotherhood of Locomotive Firemen and Enginemen), and against its present or former lodges, divisions, locals, officers, agents, employees or members or persons acting in Concert with them, based upon or arising out of the Temporary Restraining Order dated March 28, 1966 entered in said Civil Action No. 777-66, or the Supplement to Temporary Restraining Order dated March 31, 1966 entered in that proceeding, or upon the Order Adjudging the Brotherhood of Locomotive Firemen and Enginemen and H. E. Gilbert in Contempt dated April 2, 1966 entered in that proceeding, All such claims are hereby released and shall hereafter be barred. The

carriers shall take such action **as** may be necessary to withdraw or dismiss **any** pending proceedings upon any such claims, including the Motion for Order Assessing Fines for Failure **to** Terminate Contempt filed in the said Civil Action No. 777-66 on or about **April 29, 1966**, and shall not hereafter present, progress or support any such claim,

3. The UTU(E) shall take such action as may be necessary to withdraw or dismiss its complaint **in** United Transportation Union v. Burlington Northern, Inc., et al., civil Action No. 2183-70, now pending in the United States District Court for the District of Columbia, and the carriers **shall** take such action as may be necessary to withdraw or dismiss **the** counterclaim filed in that proceeding.

4. The withdrawal or dismissal of a pending complaint, counterclaim, motion or other pending proceeding upon **a** claim pursuant to paragraphs 1 through 3 above shall be without **costs** to any party and **shall** be subject to the approval of the court or other body before which the said matter **is** pending **if** such approval **is** required.

If the foregoing accords **with** your understanding, please **so** signify by your signature in the space provided below,

Yours very truly,

/s/ **WILLIAM H. DEMPSEY**
William H. Dempsey, Chairman

ACCEPTED:

/s/ **M. W. HAMPTON**
M. W. Hampton

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972

M-3

Mr. M. W. Hampton
Assistant President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hampton:

This will confirm our understanding that each individual railroad party to the Mediation Agreement, Case No. A-8381, ~~of~~ July 19, 1972, when hiring firemen (helpers) ~~after~~ the effective date ~~of~~ the Agreement, will give preference to former engine service employees of that railroad whose seniority ~~was~~ terminated under ~~any~~ of the provisions of the Award of Arbitration Board No. 232 and who apply for employment, provided that such former employees ~~are~~ able to meet the physical and other employment requirements of the railroad.

Yours very truly,

/s/ WILLIAM H. DEMPSEY

William H. Dempsey, Chairman

ACCEPTED:

/s/ M. W. HAMPTON
M. W. Hampton

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972

M-4

..
Mr. M. W. Hampton
Assistant President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hampton:

This will confirm our understanding that the Note to Section 3(e) of Article I of the Mediation Agreement, Case No. A-8381, of July 19, 1972, is intended to include the hourly equivalents of all arbitrators and special allowances paid in connection with a trip or tour of duty at the time such payments are actually made.

Yours very truly,

/s/ WILLIAM H. DEMPSEY
William H. Dempsey, Chairman

ACCEPTED:

/s/ M. W. HAMPTON
M. W. Hampton,

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972

M-5

Mr. M. W. Hampton
Assistant President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hampton:

This will confirm our understanding in connection with the Manning Agreement of July 19, 1972, Mediation Case No. A-8381, that the carriers will be fully informed of the provisions of the agreement prior to August 1, 1972. Further, every effort will be made to assure that as of August 1, 1972 firemen (helpers) will be accorded the right to exercise their seniority, and that firemen (helpers) required to be recalled from furlough will be so recalled, as provided in the Manning Agreement. It is understood that all jobs will be advertised effective August 1, 1972. Such exercise of seniority and recall from furlough will be subject to the advertisement, bidding, assignment, displacement, mileage and recall rules in effect on the individual carriers.

Yours very truly,

/s/ WILLIAM H. DEMPSEY
William H. Dempsey, Chairman

ACCEPTED:

/s/ M. W. HAMPTON,
M. W. Hampton

MEMORANDUM AGREEMENT

For the purpose of Implementing the provisions of Article IX - National Disputes Committee - of the Agreement of July 19, 1972 relating to Manning:

IT IS HEREBY AGREED:

Section 1 - Establishment of Firemen (Helpers) Special Board of Adjustment -

That a National Disputes Committee is established - to be designated **as a** Special Board of Adjustment. This Committee, hereinafter referred to as the "Board", **is** established for the purpose of adjusting and deciding disputes which may arise under Section 3 of Article I and Section 5 of Article III of the Agreement.

Section 2 - Jurisdiction of Board -

The Board shall have exclusive jurisdiction over disputes between the parties which involve application or interpretation of Section 3 of Article I and Section 5 of Article III of the Agreement. The Board shall not have jurisdiction over disputes involving application or interpretation of any other provisions of the Agreement.

Section 3 - Consist of Board -

This Board shall consist of **two** carrier members and two organization members signatories to the Agreement. Successors to the members of the Board shall be appointed **in** the same manner as the **original** appointees. The Board may be augmented by **one** member selected from the panel of referees **in** the manner hereinafter provided **in** Section 5 of this Memorandum Agreement.

Section 4 - Location of Board -

The Board shall meet **at** Washington, D. C., unless otherwise agreed to.

Section 5 - Selection of Referees -

The parties agree to select a panel of **not less** than three **neutral** referees for the purpose of disposing of disputes arising under Section 3 of Article I and Section 5 of Article III which are deadlocked by the partisan members of the Board, **such** selections **to** be made within forty-five days of the signing of this Memorandum Agreement. **If** the parties are unable **to** agree upon the selection of **a** panel of referees **within** the forty-five days specified, the National Mediation Board shall be requested **to** name **such** referees as are necessary **to** fill the panel within **ten** days after the receipt of such request,

Section 6 - Term of Office of Referees -

The parties shall advise the National Mediation Board of the names of the referees selected, and the National Mediation Board shall notify those selected, and their successors when required, informing them of the nature of their duties, the parties to the Agreement and such information as it may deem advisable, and shall obtain their consent to serve as a panel member.

Section 7 - Tenure - Filling Vacancies - Referees -

(a) Each panel member selected shall serve as a member until his services are terminated at the request of either the UTU (E) or the carrier partisan members of the Board, or both, in which event a successor referee will be selected or appointed in the manner heretofore outlined. Such notice shall be served by the moving party upon the members of the Board and the National Mediation Board. If the referee in question shall then be acting as a referee in any case pending before the Board, he shall serve as a member of the Board until the disposition of such dispute is made.

(b) If a vacancy occurs in the panel of referees for any reason, a successor referee will be selected or appointed in the manner outlined in Section 5 above.

Section 8 - Submission of Disputes -

(a) The provisions of Section 3(i) of Article I covering time limit with respect to the progression of disputes on individual properties arising under Section 3 of Article I are equally applicable to disputes arising under Section 5 of Article II.

(b) Disputes arising under Section 3 of Article I and Section 5 of Article III and not settled in direct negotiation on the property may be referred by either party to the Board for a final and binding decision. Disputes are to be submitted in conformity with the time limits provided for in the last sentence of Section 3(i) of Article I, as supplemented by paragraph (c) of this Section 8.

(c) The party submitting the dispute under this Section shall give the other party written notice thereof. The petitioning party shall send eight copies of a written submission to its respective members of the Board. The responding party shall send eight copies of a written submission to its respective members of the Board within thirty days of the date of the notice set forth above. Copies of such submissions shall be exchanged at the initial meeting of the Board to consider the dispute.

(d) In the event the respondent does not file a reply within the time limits specified, the dispute shall be decided on the basis of the petitioner's submission.

(e) Disputes submitted under this Section shall designate the determination period and seniority district(s) involved.

Section 9 • Content of Submission •

Consideration of disputes submitted to **the** Board, as referred to In Section 8 above, shall be ~~limited to the~~ material submitted by the parties to **the** dispute and such submission **shall** include **the** position of the petitioning party and ~~supporting data~~ and ~~me~~ position of **the** responding party and supporting data.

Section 10 • Meeting of Board •

The Board shall meet initially on or before October 18, 1972 if any disputes have been submitted **as** outlined in Section 8 above. Copies of the submissions of the petitioner and respondent will be exchanged by the partisan members of the Board at such meeting. Subsequent meetings will be promptly held to consider and decide additional disputes which have been submitted **provided** that such meetings **will** be held at not less than one-month intervals ~~from~~ the date of **the** initial meeting.

Section 11 • Failure of Agreement • Appointment of Referee •

In the event the partisan members of the Board are unable to reach a ~~decision~~ with respect to any submitted dispute, any partisan member of **the** Board may request the National Mediation Board to appoint a neutral referee selected under the provisions of Section 5 above, to act **as** a member of the Board in **the** disposition of such submitted dispute. The National Mediation Board **shall** be requested to ~~make the~~ appointment within ten days after receipt of such request and ~~notify the partisan members of the Board of such~~ appointment promptly ~~after it has been made, the Board as so~~ constituted, to convene within five days after the appointment of a referee. Copies of the submissions of the respective parties shall promptly be made available to the referee.

Section 12 • Procedure at Board Meetings •

When the Board **is** augmented by a referee, as provided in Section 3 above, such referee shall preside at meetings of the Board and shall be designated for the purpose of the case as **the** Chairman of **the** Board. A majority vote of all members of the Board shall be required for a decision of the Board. (A partisan member of the Board may, In the absence of his other partisan member, vote on behalf of both.) Decisions ~~shall be~~ made within five calendar days ~~from~~ the date of such meetings.

Section 13 • Final and Binding Character •

If the dispute involves ~~the number of firemen (helpers) to be hired,~~ and the Board finds that **the** carrier's determination of the number of firemen (helpers) required to be **employed** in order to comply with Section 3 of Article I is not sufficient, it shall order the carrier to employ **such** additional number of firemen (helpers) as in the judgment of the Board is required under Section 3 of Article I. If **the** Board finds the carrier's determination as to **the** number of firemen (helpers) that should be employed under Section 3 of Article I is **correct**, it shall deny the claim. Decisions ~~of~~ the Board **will** be in ~~writing~~ and shall be final and binding upon both parties to **the** dispute, and

if in favor of the petitioner, shall direct the other party to comply therewith on or before a day named. Decisions rendered hereunder shall be enforceable pursuant to Section 3, Second, of the Railway Labor Act, as amended.

Section 14 - Extension of Time Limits -

The time limits specified in this Memorandum Agreement may be extended only by mutual agreement of the partisan members of the Board.

Section 15 - Payment of Compensation -

The parties heretowillassume the compensation and travel expense of the Board members selected by them. Neutral referees shall be compensated and reimbursed for expenses by the National Mediation Board.

Section 16 - Withdrawal of Disputes -

A dispute may be withdrawn by the initiating party any time prior to convening the Board for the purpose of deciding the dispute.

SIGNED AT WASHINGTON, D. C., THIS 15TH DAY OF AUGUST, 1972.

FOR THE PARTICIPATING CARRIERS LISTED
IN EXHIBIT A ATTACHED TO THE AGREEMENT
OF JULY 19, 1972 (MANNING):

/s/ WILLIAM H. DEMPSEY
William H. Dempsey, Chairman,
National Railway Labor Conference

..

FOR THE UNFED TRANSPORTATION UNION:

/s/ M. W. HAMPTON
M. W. Hampton, Assistant President

MANNING AND TRAINING AGREEMENT

THIS AGREEMENT, made this **25th** day of August **1978** by and between the participating carriers listed in Exhibit **A**, attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the United Transportation Union, witnesseth

IT IS HEREBY AGREED

A. The parties hereto agree that the Agreement of July **19, 1972** relating to Manning and Training are hereby amended in the following respects:

1. Paragraph A of Article VI — Compensation During Training — of the July 19, 1972 Training Agreement is amended by adding as a new paragraph thereto the following:

“Notwithstanding the foregoing provisions, firemen, while being paid the weekly minimum rate provided for by this Paragraph A, shall receive additional pay for time spent in excess of 48 hours during a calendar week in on-the-job training. Such time will be paid for on a minute basis at an hourly rate equal to **3.125%** of the weekly rate.”

NOTE: The above provision shall not apply on any carrier on which the weekly rate provided for in Paragraph **VI, A** does not apply unless within **30** days from the date of this Agreement the General Chairman elects to revert to such rate and so notifies the carrier.

2. Article I — Employment of Firemen (Helpers) — of the July 19, 1972 Manning Agreement is amended by adding the following Note to Section 3(a):

“**NOTE** For the purpose of this Section, the maximum applicable regulating factor applicable to yard engineers subject to a five-day work week Agreement will be not more than **26 days** per month.”

3. Section 5 of Article III — Employment Protection and Exercise of Seniority — of the July 19, 1972 Manning Agreement is hereby amended by adding the following paragraph (i):

“(i) Notwithstanding other provisions of this Section 5, a carrier may reduce the number of firemen on a seniority district equal to the reduction in the number of engineer positions of that district as the result of emergency conditions such as flood, snow-storm, hurricane, earthquake, fire or strike: provided that the application of the foregoing shall not result in the furlough of firemen employed on or before September 1, 1978. As the number of en-

gineer positions reduced because of emergency conditions are restored. an equal number of firemen furloughed under this provision will be returned to service. Any reduction in the number of engineer miles or days because of an emergency condition resulting in a reduction in the number of firemen under this paragraph (i) will not be taken into account in the 14-day determinations under paragraphs (b) through (e) of this Section. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.

4. Interpretation Committee

A Committee consisting of two organization and two carrier members is hereby established with authority to issue agreed-upon interpretations of the provisions of the July 19, 1972 Manning and Training Agreement⁸ as modified by this agreement.

It is further understood that individual claims for compensation alleged to be due pursuant to such agreements shall be handled on the property in accordance with the rules governing the handling of claims and grievances, including time limit rules.

Within thirty days of the date of this agreement the parties hereto shall appoint their respective members of the Committee which shall promptly meet and agree upon rules of procedure for handling questions submitted for interpretation.

- B. The rates of pay in the weight-on-drivers bracket 450,000 and less than 500,000 pounds will be the minimum standard rates of pay for firemen in yard service.

C. General Provisions

1. Court Approval

This Agreement is subject to approval of the courts with respect to Carriers in the hands of receivers or trustees.

2. Effect of This Agreement

(i) This Agreement is in settlement of the dispute between the carriers listed in Exhibit A and the United Transportation Union growing out of the notices served by the United Transportation Union, dated on or about May 26, 1975. It shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organization signatory hereto, and shall continue in effect through March 31, 1981 and thereafter until changed or modified in accordance with the procedures of the Railway Labor Act, as amended.

(ii) The parties to this Agreement shall not serve nor progress prior to January **1, 1981** (not to become effective before April **1, 1981**) any notice or proposal relating to the July **19, 1972** Manning and Training Agreements, as amended, and any pending notices **served** by one party upon another pertaining to such matters, and not otherwise disposed **of** under paragraph (i) above, are hereby withdrawn.

(iii) The effective date **of** this Agreement shall be September **1, 1978**.

SIGNED AT WASHINGTON, D.C. **THIS** 25th DAY OF AUGUST, **1978**

FOR THE PARTICIPATING
CARRIERS LISTED IN
EXHIBIT A

CHARLES I. HOPKINS, JR.
Chairman

C. F. BURCH

A. E. EGBERS

F. R. ELTERMAN

G. L. FARR

J. R. NEIKIRK

C. E. MERVINE, JR.

GEORGE S. PAUL

L. W. SLOAN

ROBERTE. UPTON

FOR THE EMPLOYEES
REPRESENTED BY THE
UNITED TRANSPORTATION
UNION

AL H. CHESSER

R. R. BRYANT

J. W. JENNINGS

H. G. KENYON

EXHIBIT A

RAILROADS REPRESENTED **BY** THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT MAY 26, 1975, SERVED UPON **VARIOUS** RAILROADS **BY** THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, **OF** THE UNITED TRANSPORTATION UNION **OF** DESIRE TO REVISE THE UTU JULY 19, 1972 MANNING AGREEMENT TO THE EXTENT INDICATED IN ATTACHMENT **A**, AND SUCH NOTICES AS MAY BE SERVED BY THE **CARRIERS** FOR CONCURRENT HANDLING THEREWITH.

Subject to indicated footnotes, this authorization is co-extensive with notices filed, as indicated below, and with provisions of current schedule agreements applicable to employees represented by the United Transportation Union.

Akron & Barberton Belt Railroad
Akron, Canton & Youngstown Railroad
Alton & Southern Railway
Atchison, Topeka and Santa Fe Railway
Atlanta & Saint Andrews Bay Railway
Bangor and Aroostook Railroad
Bessemer and Lake Erie Railroad
Burlington Northern Inc.
Butte, Anaconda & Pacific Railway
Camas Prairie Railroad
Central of Georgia Railroad
Central Vermont Railway, Inc.

THE CHESSIE SYSTEM:

1: Baltimore and Ohio Railroad
Baltimore and Ohio Chicago Terminal Railroad
Chesapeake and Ohio Railway
Western Maryland Railway
Chicago & Illinois Midland Railway
Chicago and North Western Transportation Company
Chicago and Western Indiana Railroad
*Chicago, Milwaukee, St. Paul and Pacific Railroad
Chicago Short Line Railway
Chicago, West Pullman & Southern Railroad
Davenport, Rock Island and North Western Railway
Delaware and Hudson Railway
Denver and Rio Grande Western Railroad
Des Moines Union Railway
Detroit and Mackinac Railway
Detroit, Toledo and Ironton Railroad
Duluth, Missabe and Iron Range Railway
Duluth, Winnipeg & Pacific Railway
Elgin, Joliet & Eastern Railway

THE FAMILY LINES SYSTEM

Seaboard Coast Line Railroad
2 Louisville & Nashville Railroad
Cincinnati Railroad

Green Bay and Western Railroad
 Greenwich and Johnsonville Railway
 Illinois Central Gulf Railroad
 Illinois Terminal Railroad
 Indiana Harbor Belt Railroad
 Joint Texas Division of the CRI&P RR. and FW&D Ry.
 Kansas City Southern Railway
 Kansas City Terminal Railway
 Kentucky & Indiana Terminal Railroad
 Lake Superior Terminal and Transfer Railway
 Los Angeles Junction Railway
 Louisiana & Arkansas Railway
 Maine Central Railroad, Portland Terminal Company
 Manufacturers Railway
 McKeesport Connecting Railroad
 Minneapolis, Northfield and Southern Railway
 Minnesota, Dakota & Western Railway
 Minnesota Transfer Railway
 Missouri-Kansas-Texas Railroad
 3: Missouri Pacific Railroad
 Fort Worth Belt Railway
 Missouri-Illinois Railroad
 New Orleans and Lower Coast Railroad
 Monongahela Railway
 Montour Railroad
 New Orleans Public Belt Railroad
 Norfolk and Western Railway
 Oregon, California and Eastern Railway
 Peoria and Pekin Union Railway
 Pittsburg & Shawmut Railroad
 Port Terminal Railroad Association
 Quanah, Acme and Pacific Railway
 St. Joseph Terminal Railroad
 4: St. Louis-San Francisco Railway
 Soo Line Railroad
 Southern Railway
 Alabama Great Southern Railroad
 Cincinnati, New Orleans & Texas Pacific Railway
 Georgia Southern and Florida Railway
 Interstate Railroad
 New Orleans Terminal Company
 St. Johns River Terminal Company
 Spokane International Railroad
 Terminal Railroad Association of St. Louis
 Texas Mexican Railway
 Toledo, Peoria and Western Railroad
 Union Pacific Railroad
 Union Terminal Railway-St. Joseph Belt Railway
 Washington Terminal Company
 Wichita Terminal Association
 Youngstown and Northern Railroad

NOTES:

* Subject to the approval of the Courts.

- 1** Includes the former **BR&P Territory**, former **Strouds Creek** and **Muddlety Territory** and the **Curtis Bay Railroad**.
- 2** Covers the **Monon Subdivision** only.
- 3** Includes the former **Texas and Pacific Railway**.
- 4** Includes the **AT&N District**.

FOR THE CARRIERS.

CHARLES I. HOPKINS, JR.

**FOR THE UNITED
TRANSPORTATION UNION:**

AL H. CHESSEB

**Washington, D.C.
June 1, 1978**

APPLICATION for **MEMBERSHIP** in the
UNITED TRANSPORTATION UNION

197

I, _____ hereby
(Print names in full)

make application through Local No. _____ for membership in the United
Transportation Union to be effective _____, and for that purpose
(Date)

make the following statements:

Address _____
Street

City

State

Zip Code

Date of Birth _____ Age _____ Place of birth _____

Occupation _____ Present Employer _____

Have you ever been a member of the U.T.U. or any unit thereof?

When _____ Check ☒ Number _____

Social Security Number _____

General Committee of Adjustment Number _____

I pledge my honor to faithfully observe the Constitution and Laws of the
United Transportation Union, including the by-laws of my local; to comply
with the rules and regulations for the government of the United Transportation
Union; not to make known to outsiders any private proceedings of the United
Transportation Union; to faithfully perform all the duties assigned to me to the
best of my ability and skill; to so conduct myself at all times as not to bring
reproach upon my union and at all times bear true and faithful allegiance to
the United Transportation Union.

Respectfully submitted,

Applicant's signature _____

I certify that I have witnessed the applicant's signature hereto.

Signature of Member

In signing this application, we as members of the above numbered local
certify that to the best of our belief the applicant is of good moral character
and, if admitted to membership in the United Transportation Union, will be a
worthy member.

UTU-MT-78

ARTICLE XIV - EXPENSES AWAY FROM HOME

Effective November 1, 1985, the meal allowance provided for in Article II, Section 2 of the June 25, 1964 National Agreement, as amended, is increased from \$3.85 to \$4.15. .

**ARTICLE XV - BENEFITS PROVIDED UNDER THE RAILROAD EMPLOYEES NATIONAL
HEALTH AND WELFARE PLAN**

Section 1 - Continuation of Plan

Except as provided in this Article, the benefits and other provisions under the Railroad Employees National Health and Welfare Plan will be continued. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by the insurer in connection with Group Policy Contract GA-23000, and by the use of funds held in trust that are not otherwise needed to pay claims, premiums or administrative expenses which are payable from trust.

Section 2 - Benefit Changes

The following changes in benefits provided under the Plan and in matters related to such benefits will be made:

(a) **Hospital Pre Admission & Utilization Review Program** - This program shall include a comprehensive guidance and support structure for employees and other beneficiaries covered by the Plan and their physicians beginning prior to planned hospitalization and continuing through recovery period. The program shall include, among other things, review of the propriety of hospital admission (including the feasibility of ambulatory center or out-patient treatment), the plan of treatment including the length of confinement, the appropriateness of a second surgical opinion, discharge planning and the use of effective alternative facilities during convalescence. Reduced benefits will be provided if the program is not fully complied with. This program shall become effective not earlier than January 1, 1986 in order to provide adequate time to set up and communicate the program.

(b) **Extension of Benefits** - Vacation pay received by a furloughed employee shall not qualify such employee for any benefits under the Plan and will not generate premium payments on his behalf. This change shall become effective January 1, 1988.

(c) **Reinsurance** - Reinsurance will be discontinued not later than December 31, 1985.

Section 3 - Special Committee

(a) A Special Committee selected by the parties will be established for the purpose of reviewing and making recommendations concerning ways to contain health care costs consistent with maintaining the quality of medical care; and reviewing the existing Plan structure and financing and making recommendations in connection therewith. In addition, the Committee may review and make recommendations with respect to any other matter included in the parties' notices with respect to the health care plan.

(b) The Committee shall retain the services of a recognized expert on health care systems to serve as a neutral chairman. The fees and expenses of the chairman shall be paid by the parties.

(c) The Committee shall be convened as promptly as possible and meet periodically until all of the matters that it considers are resolved. However, if the Committee has not resolved all issues by May 1, 1986, the neutral chairman will make recommendations on such unresolved issues no later than June 1, 1986. Upon voluntary resolution of all issues or upon issuance of recommendations by the neutral chairman, whichever is later, the Committee shall be dissolved.

(d) The proposals of the parties concerning health benefits (specifically, the organization's proposals dated January 23, 1984, entitled "Revise Contract Policy GA-23000" and the carriers' proposals dated on or about January 12, 1984, entitled "C. Insured Benefits") shall not be subject to the moratorium provisions of this Agreement, but, rather, shall be held in abeyance pending efforts to resolve these issues through the procedure established above. If, after 60 days from the date the neutral Chairman makes his recommendations, the parties have not reached agreement on all unresolved issues, the notices may be progressed under the procedures of the Railway Labor Act, as amended.

(e) Agreement reached by the parties on these issues will provide for a contract duration consistent with the provision of Article XVII of the Agreement, regardless of whether such agreement occurs during the time that the proposals of the parties are held in abeyance or subsequent to the time that they may be progressed in accordance with the procedures of the Railway Labor Act as provided for above.

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-882-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN

Vice Chairman

R. T. Kelly

Director of Labor Relations

D. P. LEE

Vice Chairman and
General Counsel

#18

October 31, 1985

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This confirms our understanding with respect to incorporating a Hospital Pre-Admission and Utilization Review Program as part of the benefits provided under the Railroad Employees National Health and Welfare Plan in accordance with Article XV, Section 2(a) of the Agreement of this date.

By agreeing to this benefit program, our principal objectives are to reduce in-patient hospital utilization thereby minimizing exposure to risks of hospitalization or unduly prolonged hospitalization and the risks of unnecessary surgery by encouraging both employee and physician to make the most patient-sensitive and at the same time cost-effective decisions about treatment alternatives.

The program accomplishes these objectives by providing to employees and other beneficiaries ready access to knowledgeable professional personnel when making decisions about their health care. A number of patient-centered services are provided and designed in a manner so as not to impose significant added burdens on individual employees. The comprehensive guidance and support structure begins prior to planned hospitalization and continues through any recovery period.

Specifically, the program shall include review of the propriety of hospital admission (including consideration of health care alternatives such as the use of ambulatory centers or out-patient treatment) benefit counseling, the plan of treatment including the length of confinement, the appropriateness of a second surgical opinion, discharge planning and the use of effective alternative facilities during convalescence.

We have attached to this letter descriptions of programs currently offered by three leaders in this field that describe in greater detail the operations of these programs and what specifically is involved. These attachments are intended as informational only, describing the kind of program we will establish, and do not suggest that the program we ultimately adopt is limited to what is described or is to be administered by these particular parties.

In order that the program achieves its intended objectives, we have agreed to institute appropriate incentives. For those employees who use the program, plan benefits will be paid as provided and the employee and family will receive the full protection and security of professionals managing their hospital confinement and recovery. For employees who do not use the program, plan benefits will be paid only under the Major Medical Expense Benefit portion of the Plan with the Plan paying 65%, rather than 80%, of covered expenses. However, a maximum total employee expense limitation - "stop-loss" - will be maintained.

We recognize that the program described cannot be implemented overnight but will require careful review and examination on the part of us all and will include, as well, time to inform the employees and other beneficiaries covered under the Plan. Furthermore, it is anticipated that the program will include use of alternative facilities, such as home health care options, hospices, office surgery, ambulatory surgi-centers and birthing centers, some of which are either not covered under the Plan now or are not available in the manner envisioned under this new program. Thus, for these reasons we have agreed that implementation of the program will not occur earlier than January 1, 1986 and that the intervening time will be used to assure that its adoption shall be a constructive and useful addition to the benefits currently provided under the Plan.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

..

C. I. Hopkins, Jr.

Attachments (Descriptive material furnished UTU)

I agree:

Fred A. Hardin

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN
Vice Chairman

R. T. Kelly
Director of Labor Relations

D. P. LEE
Vice Chairman and
General Counsel

#19

October 31, 1985

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This confirms our understanding with respect to the appointment of a neutral person to serve as chairman of the Special Committee established pursuant to Article XV, Section 3, of the Agreement of this date.

In the event we are unable to agree on such a person, the parties will seek the assistance of an appropriate third party for the purpose of providing assistance in identifying individuals qualified to serve in this capacity.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

Fred A. Hardin

October 31, 1985

Mr. Charles I. Hopkins, Jr.
Chairman
National Railway Labor Conference
1901 L Street, N.W., Suite 500
Washington, DC 20036

Dear Mr. Hopkins:

This is to advise you that I am agreeable to the provisions of Article XV Health and Welfare Plan except that in Section 2 (a), "Hospital Pre-Admission and Utilization Review Program", I will agree to the concept of the "Pre-Admission and Utilization Review Program" and will agree to its implementation after the Policyholders have met jointly with representatives of Travelers and have agreed on the changes and understandings that will be necessary to implement the program. There must be ample lead time to insure that all covered employees can be notified of the implementation date and will have adequate information about the plan so that they can comply with their responsibilities in the event they qualify for benefits under the plan.

I take no exceptions to the use of surplus funds, the Reinsurance proposal, the Special Committee and/or the moratorium proposals.

Very truly yours,

Fred A. Hardin

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN
Vice Chairman

R. T. Kelly
Director of Labor Relations

D. P. LEE
Vice Chairman and
General Counsel

#21

October 31, 1985

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This confirms our understanding with respect to incorporating a Hospital Pre-Admission and Utilization Review Program as part of the benefits provided under the Railroad Employees National Health and Welfare Plan in accordance with Article XV, Section 2(a) of the Agreement of this date.

We recognize that a similar program would be equally appropriate to include as part of the Early Retirement Major Medical Benefit Plan.

Therefore, this confirms our understanding that the program developed for the Health and Welfare Plan shall also be incorporated, with appropriate revisions, if necessary, as part of the Early Retirement Major Medical Benefit Plan as well.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

Fred A. Hardin

ARTICLE XVI - JOINT INTERPRETATION COMMITTEE

Disputes arising over the application or interpretation of this agreement will, in the absence of a contrary provision, be referred to a Joint Interpretation Committee consisting of an equal number of representatives of both parties.

If the Committee is unable to resolve a dispute, it may consider submitting the dispute to arbitration on a national basis for the purpose of ensuring a uniform application of the provisions of this Agreement.

ARTICLE XVII - GENERAL PROVISIONS

Section 1 - Court Approval

This Agreement ~~is~~ subject to approval of the courts with respect to participating carriers in *the* hands of receivers or trustees.

Section 2 - Effect of this Agreement

(a) The purpose of this Agreement ~~is~~ to fix the general level of compensation during the period of the Agreement and ~~is~~ in settlement of the dispute growing out of the notices served upon the carriers listed in Exhibit A by the organization signatory hereto dated on or about January 3, 1984 and January 23, 1984, and the notices served on or about January 12, 1984 by the carriers for concurrent handling therewith.

(b) This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect through June 30, 1988 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) Except as provided in Sections 2(d) and (e) of this Article, the parties to this Agreement shall not serve nor progress prior to April 1, 1988 (not to become effective before July 1, 1988) any notice or proposal for changing any matter contained in:

- (1) this Agreement,
- (2) the proposals of the parties identified in Section 2(a) of this Article, and
- (3) Section 2(c) of Article XV of the Agreement of January 27, 1972,

and any pending notices which propose such matters are hereby withdrawn.

(d) The notices of the parties referred to in Article XV of this Agreement may be progressed in accordance with the provisions of Section 3(d) of that Article.

(e) New notices or pending notices that are permitted under the terms of the Letter Agreement of this date concerning intercraft pay relationships shall be governed by the terms of that Letter Agreement.

(f) Pending notices and new proposals properly served under the Railway Labor Act covering subject matters not specifically dealt with in Sections 2(c), 2(d) and 2(e) of this Article and which do not request compensation may be progressed under the provisions of the Railway Labor Act, as amended.

(g) This Article will not bar management and committees on individual railroads from agreeing upon any subject of mutual interest.

ARTICLE XV - GENERAL PROVISIONS

Section 1 - Court Approval

This Agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

Section 2 - Effect of This Agreement

(c) The parties to this Agreement shall not serve nor progress prior to January 1, 1973 (not to become effective before July 1, 1973) any notice or proposal for changing any matter contained in this Agreement, including those matters referred to the Standing Committee, and any pending notices which propose such matters are hereby withdrawn. These matters include the following subjects,:

Wage adjustments
 Vacations
 Holidays
 Jury service
 Switching limits and switching service for new and other industries
 Interchange service
 Use of communication systems
 Road/yard movements
 Combining road and yard seniority
 Expenses away from home
 Interdivisional, interseniority district, intradivisional and/or intraseniority district service
 Employee protection except future mergers, consolidations or coordinations
 Basis of pay
 Car-scale additives
 Arbitraries applicable to road and yard employees
 Mileage holddown.
 Road-yard proposals not disposed of in this Agreement
 Reduction of work month for dining car stewards
 Overtime in passenger service
 Time and one-half for working during vacation periods
 Sick leave pay
 Elimination of hostlers
 Paid holidays for employees not now eligible for paid holidays

SIGNED AT WASHINGTON, D.C. THIS 31ST DAY OF OCTOBER, 1985.

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:

FOR THE EMPLOYEES REPRESENTED BY
THE UNITED TRANSPORTATION UNION:

C. J. H.
Chairman

J. H. A.
President

CEE

J. H. A.

LL

J. H. A.

Q. B.

PCT

P. H.
P. H.

P. H.

J.

TCS

PCS

PEL

J. H.

NATIONAL RAILWAY LABOR CONFERENCE

1601 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-882-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN
Vice Chairman

R. T. Kelly
Director of Labor Relations

D. P. LEE
Vice Chairman and
General Counsel

1/22

October 31, 1985

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

In accordance with our understanding, this is to confirm that on a carrier where compensation relationships between the engineer and other members of the crew have been changed because of a crew consist agreement, the organization may serve and pursue to a conclusion as hereafter provided proposals pursuant to the provisions of the Railway Labor Act seeking to adjust such compensation relationships for an engineer operating without a fireman. Pending proposals that meet these criteria may also be pursued in accordance with these provisions.

Any additional allowance shall be payable only where the engineer works with a reduced train crew and without a fireman and, where payable, shall be limited in amount so that when combined with the current differential payable to an engineer working without a fireman, the total amount for that trip or tour of duty shall be no greater than the allowance paid to members of that reduced crew unless the present engineer allowance for working without a fireman is greater.

Where the organization serves such a proposal or progresses a pending proposal as above provided, the carrier may serve proposals pursuant to the provisions of the Railway Labor Act for concurrent handling therewith that would achieve equivalent productivity improvements and/or cost savings.

In the event the parties on any carrier are unable to resolve the respective proposals by agreement, the entire dispute will be submitted to final and binding arbitration at the request of either party.

Article XVII, Section 2(c) of the Agreement of this date shall not apply to the proposals described above.

Except as otherwise provided in this letter, proposals to change compensation are barred by Article XVII, Section 2(c) and any such pending proposals are withdrawn.

Please indicate your agreement by *signing* your name in the space provided below.

Very truly yours,

C. L. Hopkins, Jr.

I agree:

Fred A. Hardin

October 31, 1985

APPLICATION OF LETTER AGREEMENT WITH
RESPECT TO INTERCRAFT PAY RELATIONSHIPS*

The following examples illustrate the maximum allowances that can be obtained under the letter agreement of this date with respect to intercraft pay relationships:

Example 1 - An engineer is on a reduced crew operating a distance of 127 miles in a class of service which has a basic day encompassing 102 miles. There is no fireman on the crew. The time consumed on the trip is 9 hours. No duplicate time payments expressed in hours or miles are paid. The conductor is receiving a reduced crew allowance of \$7.10. What would the engineer be paid.

- A. The standard rule for operating without a fireman would pay him \$5.00. Since this is less than the amount the conductor is receiving, the engineer would be paid an additional \$2.10.

Example 2 - What would the engineer in example 1 be paid if the allowance paid to the conductor was subsequently increased to \$8.00?

- A. The engineer would be paid an additional \$3.00.

Example 3 - What would the allowance be if the engineer in example 1 were on an assignment operating a distance of 202 miles?

- A. The standard rule for operating without a fireman would pay the engineer \$8.00. Since this is more than the amount the conductor is receiving, the engineer would receive nothing additional.

Example 4 - What would the allowance be if the engineer in example 1 had earned two hours and forty minutes overtime on the trip?

- A. The standard rule for operating without a fireman would pay the engineer as follows:

Basic Day	\$4.00
Over-miles (25)	1.00
Overtime (2 hrs., 40 mins.)	<u>2.00</u>
TOTAL	\$7.00

This is \$.10 less than what the conductor received, so the engineer would be paid an additional \$.10.

*NOTE: The amount of over-miles shown in the examples are on the basis of a 102 mile day. The number of over-miles will be further reduced in accordance with the application of Article IV, Section 2 of this Agreement.

October 31, 1985

JOINT STATEMENT IN PARTS TO IMPROVE THE
COMPETITIVE TI OF THE INDUSTRY

This ~~refers~~ to our discussions during the recent negotiations with respect to improving our industry's ability to compete effectively with other modes ~~of~~ transportation and to attract ~~new~~ business to the railroads.

We recognize that opportunities will present themselves on railroads to promote new business and preserve existing business by providing more efficient and more expedient service. It ~~is~~ our mutual objective to provide this improved service by making changes, as may be necessary, in operations and with agreement rule exceptions and accommodations in specific situations and circumstances.

It is difficult to list specific rules or operations that might need modifications or exceptions in order to provide the services that ~~may~~ be necessary to obtain and operate new business that can be obtained from other modes of transportation. We are in agreement, however, that necessary operational changes and rules modifications or exceptions should be encouraged to obtain new business, preserve specifically endangered business currently being hauled, or to significantly improve the transit time of existing freight movements*

We recognize that attracting new business and retaining present business depends not only on reducing service costs, but also on improving service to customers.

The Joint Interpretation Committee will encourage expedited resolutions on individual railroads consistent with these goals and will provide counsel, guidelines and other assistance in making necessary operational and or agreement rule changes to provide the type service necessary to meet these goals.

We sincerely believe that cooperation between the management and the employees will result in more business and job opportunities and better service which will insure our industry's future strength and growth.

F. A. Hardin
 President
 United Transportation Union

C. I. Hopkins, Jr.
 Chairman
 National Carriers' Conference
 Committee

EXHIBIT A
(UTU)

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT JANUARY 3, 1984, SERVED ON RAILROADS GENERALLY BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF THE UNITED TRANSPORTATION UNION, IDENTIFIED AS UTU - ATTACHMENT 1 (WAGES AND RULES), AND NOTICES, DATED ON OR ABOUT JANUARY 23, 1984 SERVED UPON THE RAILROADS BY THE UTU THROUGH THE NATIONAL RAILWAY LABOR CONFERENCE, IDENTIFIED AS UTU - ATTACHMENT 2 (HEALTH AND WELFARE), AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by the United Transportation Union (E), (C), (T) and/or (S), as indicated by an "x" in the appropriate column(s) below:

<u>RAILROADS</u>	UNITED TRANSPORTATION UNION			
	(E)	(C)	(T)	(S)
Alameda Belt Line Railway	x		x	
Alton & Southern Railway Company	x		x	
Atchison, Topeka and Santa Fe Railway Company	x	x	x	x
Atlanta & St. Andrews Bay Railway Company	#-x		#-x	
Bessemer and Lake Erie Railroad Company	@-x		@-x	
Burlington Northern Railroad Company	1-x	1-x	1-x	1-x
Canadian National Railways - St. Lawrence Region, Lines in the United States			x	
Canadian Pacific Limited	#-x		#-x	
Central of Georgia Railroad Company	x	x	x	x
CHESSIE SYSTEM:				
Baltimore and Ohio Railroad Company	2-x	3-x	4-x	
Baltimore and Ohio Chicago Terminal Railroad Company	x		x	
Chesapeake and Ohio Railway Company	x	x	x	x
Toledo Terminal Railroad Company			x	
Chicago & Illinois Midland Railway Company	x		x	
Chicago and North Western Transportation Company	x	x	x	
Chicago and Western Indiana Railroad Company	x		x	
Chicago South Shore and South Bend Railroad	x	x	x	
Chicano Union Station Company			x	
Columbia & Cowlitz Railway Company	x		x	
Davenport, Rock Island and North Western Railway Company	x			x
Denver and Rio Grande Western Railroad Company	x	x	x	x
Des Moines Union Railway Company	x			x
Duluth, Missabe and Iron Range Railway Company		@-x	@-x	
Duluth, Winnipeg & Pacific Railway Company	x		x	
Elgin, Joliet and Eastern Railway Company	@-x	@-x	@-x	
Calveston, Houston and Henderson Railroad Company	x		x	
Grand Trunk Western Railroad	x	x	x	
Houston Belt and Terminal Railway Company			x	
Illinois Central Gulf Railroad	x	x	x	
Kansas City Southern Railway Company	x	x	x	
Louisiana & Arkansas Railway Company	x	x		

EXHIBIT A

page 2

RAILROADS	UNITED TRANSPORTATION UNION			
	(E)	(C)	(T)	(S)
Kansas City Terminal Railway Company	X			X
Lake Superior Terminal and Transfer Railway Company	X		X	
Lake Terminal Railroad Company	@-X		@-X	
Los Angeles Junction Railway Company	X			X
Manufacturers Railway Company	X		X	
Meridian & Bigbee	#-X		#-X	
McKeesport Connecting Railroad Company	@-X			
Milwaukee Road Inc., The	@-X	@-X	@-X	
Minnesota, Dakota & Western Railway Company	#-X		#-X	
Minnesota Transfer Railway Company			X	
Mississippi Export Railroad Company	#-X	#-X	#-X	#-X
Missouri-Kansas-Texas Railroad Company	X	X	X	
Missouri Pacific Railroad Company	X	X	X	
Monongahela Railway Company	#-X		#-X	
Montour Railroad Company	#-X		#-X	
Newburgh and South Shore Railway Company	@-X		@-X	
New Orleans Public Belt Railroad	X			X
Norfolk and Portsmouth Belt Line Railroad Company		X	X	
Norfolk and Western Railway Company	X	X	X	
Oakland Terminal Railway	X		X	
Ogden Union Railway and Depot Company			X	
Oklahoma, Kansas & Texas Railroad Company		X	X	X
Peoria and Pekin Union Railway Company	X		X	
Pittsburgh and Lake Erie Railroad Company			#-X	
Pittsburgh, Chartiers & Youghiogheny Railway Company	#-X		#-X	
Portland Terminal Railroad Company				X
Port Terminal Railroad Association	X		X	
Richmond, Fredericksburg and Potomac Railroad Company		X	X	
Sacramento Northern Railway Company			X	
St. Joseph Terminal Railroad Company	X		X	
St. Louis Southwestern Railway Company			X	
SEABOARD SYSTEM:				
Seaboard System Railroad:				
Seaboard-Coast Line Railroad (former)	X	X	X	X
Louisville and Nashville Railroad (former)	X	X	X	X
Georgia Railroad (former)	X	X	X	X
Clinchfield Railroad	X	X	X	X
Atlanta and West Point Railroad -	X	X	X	X
Western Railway of Alabama	X	X	X	X
Southern Pacific Transportation Company -				
Western Lines	5-X	X	7-X	6-X
Eastern Lines	5-X	X	7-X	6-X
Soo Line Railroad Company	@-X	@-X	@-X	

<u>RAILROADS</u>	<u>UNITED TRANSPORTATION UNION</u>			
	<u>(F)</u>	<u>(C)</u>	<u>(T)</u>	<u>(S)</u>
Southern Railway Company	x	x	x	
Alabama Great Southern Railroad Company	x	x	x	x
Cincinnati, New Orleans and Texas Pacific Railway Company	x	x	x	
Georgia Southern and Florida Railway Company	x	x	x	
New Orleans Terminal Company	x		x	
Atlantic East Carolina Railway Company	x	x	x	
St. Johns River Terminal Company	x		x	
Spokane International Railroad Company	x	x		x
Terminal Railroad Association of St. Louis	x		x	
Texas Mexican Railway Company	x		x	
Union Pacific Railroad Company	x	x	x	
Western Pacific Railroad Company		x	x	x
Wichita Terminal Association	x			x
Yakima Valley Transportation Company			x	
Youngstown and Southern Railway Company			#-x	

NOTES:

- # - Authorization excludes negotiation of the organization's notice dated January 3, 1984 of desire to change existing agreements to the extent indicated in Attachment 1 thereto, and such proposals as were served by the carrier for concurrent handling therewith.
- @ - Authorization excludes negotiation of the organization's notice dated January 23, 1984 of desire to change existing agreements to the extent indicated in Attachment 2 thereto, and such proposals as were served by the carrier for concurrent handling therewith.
- 1 - Authorization covers employees of former Great Northern, Northern Pacific, Chicago, Burlington & Quincy, Spokane, Portland & Seattle, St. Louis-San Francisco (including AT&N District), Fort Worth & Denver, Colorado & Southern (does not represent firemen on former FW&D and former C&S), Walla Walla Valley, and Joint Texas Division (of CRI&P and former FW&D railroads).
- 2 - Authorization also covers Former BR&P territory, former Strouds Creek & Muddlety territory, former Curtis Bay Railroad, and former Western Maryland Railway Company.
- 3 - Authorization also covers the former BR&P territory.

NOTES: (continued)

- 4 - Authorize ion also covers former BR&P territory, former Strouds Creek and Muddlety territory, former Curtis Bay Railroad, and former Western Maryland Railway Company.
- 5 - Includes Nogales Yard and former El Paso and Southwestern System.
- 6 - Includes former El Paso and Southwestern System.
- 7 - Excludes Yardmasters on the Harbor Belt Line Railroad which are represented by the UTU(C-T) General Chairman on Southern Pacific.

FOR THE CARRIERS:

FOR THE
UNITED TRANSPORTATION UNION:

Washington, D.C.
October 2, 1985

Guessimate ✓

The following is a list of constructive payments on Burlington Northern and the application of wage increases, as provided in Section 8(a):

<u>CONS CODE</u>	<u>CONSTRUCTIVE NAME</u>	<u>SUBJECT TO ADJUSTMENT UNDER NEW AGMT</u> X	<u>NOT SUBJECT TO ADJUSTMENT UNDER NEW CONTRACT</u> or payable to New employees X
001	Operating Rules Re-Examination		
002	Cars Out of station Order		
003	Initial Terminal Delay		
004	Initial Terminal Switching <i>may go up</i>		X
005	Emergency Delay-Wrk, Sno, Blk. W/O //		X
006	Engineer Trainee	X	
007	Pullman Allowance		X
008	Final Term. Delay and Yard. Mi. <i>28.37. drop 30 "860"</i>		X
009	Final Terminal Switching <i>may go up</i>		X
010	O/T Account Working on Holiday	X //	
011	Overtime Account Doubling	X //	
012	Point for Beginning & End Day //		X
013	No Meal Period Taken-Road	SEE FOOTNOTES	
014	Meals	SEE FOOTNOTES	
015	Lodging	X	
016	Runaround On Board	X	

7 INC COLA basic rate
Duplicate
Frozen and to not pay to new empl

Possible to new employees also

may be subject to add but is not to new employees

*Major Lintys 1127 provided
 600 BW
 300 Runaround*

<u>CONS</u> <u>CODE</u>	<u>CONSTRUCTIVE</u> <u>NAME</u>	<u>SUBJECT TO</u> <u>ADJUSTMENT</u>	<u>NOT SUBJECT</u> <u>TO ADJUSTMENT</u>
017	Runaround In Yard		X
018	Held Away From Home Terminal	X	
019	Work and Construction Enroute		X
020	Pooled caboose		X
021	Difference in Earnings	X	
022	Prepare Engines	SEE FOOTNOTES	
023	Attending- Safety Meetings	X	
024	Engineer Instructions ^{On 3}		X
025	Overtime Acct Work on Rest Day	X	
026	Road Switcher	X	X
027	Tied Up Btwn. Term. - Spec. Term.	X	
028	Intermediate station Switching		X
029	Final Lite Miles	SEE FOOTNOTES	
030	Supplying Engines	SEE FOOTNOTES	
031	Crew Conist-Short Crew	X	
032	Initial Lite Miles	SEE FOOTNOTES	
033	OT 2nd Shift Prior to 221/2Hrs.	X	
034	Hill Doubling		X

*Eliminate from program
make claim.*

<u>CONS CODE</u>	<u>CONSTRUCTIVE NAME</u>	<u>SUBJECT TO ADJUSTMENT</u>	<u>NOT SUBJECT TO ADJUSTMENT</u>
035	side Trip	SEE FOOTNOTES	
036	physical Examinations		
037	Lap Back	SEE FOOTNOTES	
038	Instruction Class	X	
040	Holiday Pay When Working	X	
041	Deadheading	SEE AGREEMENT PG. 21-26	
042	changing Engines (eliminate)	SEE FOOTNOTES	
043	Job Annulled	X	
044	Inspecting Engines	<p>103.1 BASIC RATE STILL OK 1.9 MILES ELIMINATED</p> <p>ELIMINATE</p>	
045	Called and Not Used	X	
046	Attending Court or Inquest	X	
047	Term Allowance at Northtown	eliminate	
048	Pick Up/Set Out Units	<p>Eng 1/2 / 1/3 / 1/6</p> <p>SEE FOOTNOTES</p>	
049	Initial Zone Time		X
050	Walk In or BUS Miles		X
051	Air Pay		X
052	Attending Investigations	X	

CONS CODE	CONSTRUCTIVE NAME	SUBJECT TO ADJUSTMENT	NOT SUBJECT TO ADJUSTMENT
053	Air Test - <i>pump up air (SPS Eng)</i>	ELIMINATE	
054	Herding		X
055	Final Zone Time		X
056	Call Prior to Sched. Time Dep.		X
057	Walk In Time - Superior, Wis.		X
058	Penalty Lunch-Yard	X	X
059	Tying Up Engines	ELIMINATE	
060	Tied Up Btwn Terms. Washout	X	
061	Vacation	X	
062	Holiday Pay When Not Working	X	
063	Jury Duty	X	
064	Opr. Dual Control Switches Ntwn.	X	X
065	Road Crews Performing Yard Svc. <i>Will instead become handies for them to</i>		X
066	Engr. Not Notif. Call TI/WHN.D/H		X
067	Pushing Service		X
068	Copying Train orders <i>~~~~~</i>	ELIMINATE	
069	Initial Twin Cities SWG AGMT <i>Keep</i>	X	X
070	Final Twin Cities SWG AGMT <i>eliminate</i>		X

<u>CONS CODE</u>	<u>CONSTRUCTIVE NAME</u>	<u>SUBJECT TO ADJUSTMENT</u>	<u>NOT SUBJECT TO ADJUSTMENT</u>
071	Community Relations	X	
072	Military Encampment	X	
073	Drawing Cartoons	X	
074	Heat and Light Pass. Trains		X
075	Equipping Caboose		X
076	Short Trips <i>engine failure no pay</i>		X — <i>depend time & miles</i>
077	Wk.TR/SNO PLW SV Less Than 6 DA	X	
078	Waiting for Lodging Facilities	X	
079	Personal Leave	X	
080	Tied Up Enroute A/C Non-Emcy.	X	
081	Watching Engines	X	
082	Actual Time, on Mountain Grade <i>GN</i>	X	<i>AL</i>
083	Hlpr.Engn.Wkg.Out of Hlpr. Dist.		X
084	Hlp.Eng.Op.Ovr100Mi-LV-HEL-MSL		X
085	Misc.MI-Basic DA. Rate-EX-MI.RA	X	
086	Misc.Time at Trip DA.O/T Rate	X	
087	Misc Time/MI. at Trip DA. Rate	X	
088	Misc Time plus OT-Trip DA. Rate	X	

<u>CONS CODE</u>	<u>CONSTRUCTIVE NAME</u>	<u>SUBJECT TO ADJUSTMENT</u>	<u>NOT SUBJECT TO ADJUSTMENT</u>
089	Misc. Time or Miles Plus O.T.	X	
090	Misc. Miles at Basic Daily Rate	X	
091	Misc. Miles at Trip Daily Rate	X	
092	Misc. Miles at Trip Milge. Rate'	X	
093	Misc. Dollar Amount	X	
094	Bereavement Leave	X	
095	Misc. Miles Added to Route MI.	X ←	✗
096	Misc. Time at Basic Daily Fate	X	
097	Misc. Time at Trip Daily Rate	X	
098	Misc. Mi.Trip.DA.Rate-EX-MI.Rate	X	
114	Engr - Short Crew	X	✗ <i>ELIMINATED</i>
121	Difference in Earnings	X	
126	Road Switcher	X	✗
180	Baggagemen Rates	X	
181	Held For Engines	X	
182	Held For Snow Plow	X	
183	crews Performing Road Svc. <i>25 mile zone paid constructive</i>		X <i>duplicate; copy</i>
185	Chng Engr. W/O Fireman to W/Frn	X	

<u>CONS CODE</u>	<u>CONSTRUCTIVE NAME</u>	<u>SUBJECT TO ADJUSTMENT</u>	<u>NOT SUBJECT TO ADJUSTMENT</u>
187	Assisting Other Trains Enroute		X
188	Extended Trip Miles	X - Frozen Rate	X
189	Coupling & Uncoupling DSL.LOCOS.	SEE FOOTNOTE	
190	Prepare & Inspect Eng.Own Con.	ELIMINATE	
191	Prepare & Inspect Engs.-Other	ELIMINATE	
192	Reverse Lodging	X	
194	Misc.Basic DA.at Basic DA.Rate	X	
226	Road Switcher	X	
280	Tied Up Enroute A/C Non-Emcy.	X	
283/183	Yard Crews Performing Road Svc.		X
284	Pool Crew Seven Hour Meal	SEE FOOTNOTE	
285	Mtn.Mi.Mt.Rate (No Mt.Mi.Claim)	GN	X
286	Mt.Mi.Time Conversion to Miles	GN	X
294	Bereavement Leave	X	
296	Switch Foremen Training Hlprs.	X	
297	Brkmn Hndl Bag Bet Sea & Port.		X
380	Tied Up on Pay After 8 Hours	X	
381	Accident Reports	SEE FOOTNOTES	

MOCs??
How pd w.4 determine

only pd.
to Enges.

between wen d Seattle
Spl agmt

under pay
see footnotes

<u>CONS CODE</u>	<u>CONSTRUCTIVE NAME</u>	<u>SUBJECT TO ADJUSTMENT</u>	<u>NOT SUBJECT TO ADJUSTMENT</u>
382	Chaffee - Cape Girard Miles	X	X
383	Yard Crews Performing Road Svc.		X
384	Connections Between Engines	SEE FOOTNOTE	
385	Engineer Instruct-New Fireman		X
388	Handling Waybills <i>FRISCO?</i>		X
389	Handle Company Mail <i>Q, NP, GN,</i>		X
390	Assigned Wk.Trn.Held on 7th Da.	X	
391	Hostling Eng & Hostling Points <i>FRISCO only</i>		X <i>eliminate</i>
392	Hostler - Foreman - Frisco	<i>11</i>	X <i>?</i>
393	Handle US Mail, Baggage, Express	X	X
394	Handl US Mail & Bag Bet Kenn-Spek	X	X <i>eliminate</i>
395	ID Pick Up/Set Out Engines	SEE FOOTNOTE	<i>BLE</i>
397	Run Off Assigned Territory	X	X
398	Instructor Brakeman/Switchman		X
480	Baggagemen Rates <i>access rate of Ex pay</i>		
481	Trnm opening Coal Hopper Doors		X
483	Yard Crews Performing Road Svc.	X	X <i>eliminate</i>
484	Yard Day 10-Hour Rule	<i>give day ON FRISCO</i>	X <i>70</i>

<u>CONS CODE</u>	<u>CONSTRUCTIVE NAME</u>	<u>SUBJECT TO ADJUSTMENT</u>	<u>NOT SUBJECT TO ADJUSTMENT</u>
485	Yard Preparatory Time	AT&N RR. X	X
486	Kansas Ordinance Plant PU/SO		X
487	Improper Exch of Work/FGN Line	X	X
488	Penalty Caboose-Road	X	X
489	Unwarranted Discipline	X	
490	Assigned Wk.Trn.Not Wkd. 6 or 7 Da	X	
497	Coast Line Switching Agreement	<u>Eliminate</u> X	
498	Pool Crew Seven Hour Meal		X
580	Baggagemen Rates	Access a file X	
583	Yd Crew Perform Road Wk - SLSF		X
585	Deadhead Another Train	SEE AGREEMENT PG 21-26	} Eliminate See DH Agreement
586	Deadhead Same Train	SEE AGREEMENT PG 21-26	
587	Waiting to Deadhead	SEE AGREEMENT PG 21-26	
588	carry Lunch on work Train	Freeze Rate will X Apply to Newhires	
589	Road Switch Ladora Turn	X	
590	Asgnd M/L Locals Not Wkd 6 Day	X	
591	Cushman Agreement Mileage	Eliminate	X
592	Galesburg Run Thru Allowance	BLE	X

CONS
CODE

CONSTRUCTIVE
NAME

SUBJECT TO
ADJUSTMENT

NOT SUBJECT
TO ADJUSTMENT

593

Throw Switches Subn or Psgr.

ELIMINATE

594

Yard Switch Market St. Denver

X

595

Doubling Acct. Excess Tonnage

X

596

Side Trip - Penalty

SEE FOOTNOTE

598

Suburban Guarantee

X

680

Baggagemen Rates

access rate of pay

683

Yd Crew Perform Road Wk - ATN

X

684

Pueblo Helper

X

685

Cheyenne Swrn of Silver Crown

X

686

Cheyenne Switcher Speer

~~X~~

~~X~~

687

Cheyenne Switcher Speer

~~X~~

~~X~~

688

Dropping Caboose at Cheyenne

eliminate ~~X~~ *rd vol* *invoic*

689

Helper Used In Other service

eliminate ~~X~~

690

Hill Doubling Out Of Cheyenne

X

691

Lapback Penalty

X

692

Overtime Acct Exceeding 11 Day

X

will

693

Rotary Pilot Service

X

694

Changing Caboose

eliminate

X

<u>CONS CODE</u>	<u>CONSTRUCTIVE NAME</u>	<u>SUBJECT TO ADJUSTMENT</u>	<u>NOT SUBJECT TO ADJUSTMENT</u>
695	Engineers Extra Board	X	
696	Special Terminal Allowance		X
574 697	Heating & Lighting Psgr Trains		X
698	Trainmen Firing Engines	ELIMINATE	
781	Footboard Yardmaster Allowance		X
782	P/U Cars Port/Vanc Consol Term.	ELIMINATE PAY FOR FIRST 2	X
783	Yard Crews Performing Rd Svc.		X
784	Spec Svc - Paid Work Trn Fate	Eliminate	X
785	Stat Swg at Turn Around Points		X
786	Special Terminal Allowance	Page ITD FTD	X
787	Turn Eng & Cars - Astoria, OR.	Eliminate	X
788	Waiting for Trans at Ft. Worth	X	
789	P/U-S/O cars at Minnequa		X
790	Alvord Helper After 8 Hours		X
791	18 Flat Mi Deadwood - Edgewood	EL ———	
792	12 Hours Late Full Pay	X	
880	Baggagemen Fates	X	
898	Prepare a Dead Engine For Tow	SEE FOOTNOTES	

CONS CODE	CONSTRUCTIVE NAME	SUBJECT TO ADJUSTMENT	NOT SUBJECT TO ADJUSTMENT
983	Yard crews Performing Rd Svc.		X
998	Work on Engines at Terminal		X

CONS
CODE

FOOTNOTES

- 11/1/85*
- november, 1985*
- november*
- november*
- November*
- November*
- 013 ~~Effective the first day of the month following thirty days from the date of this Agreement, the meal allowance provided for in Article II, Section 2 of the June 25, 1964 National Agreement, as amended, is increased from \$3.85 to \$4.15. Where Agreements are tied to this allowance, they will also be increased.~~
- 014 Same as 013.
- 022 Reduce payment by 1/3 effective ~~August~~ *November* 1, 1985, 2/3 effective ~~July~~ *November* 1, 1986 and eliminate ~~July~~ *November* 1, 1987.
- 029 Final-lite miles are added to the trip mileage and paid at the frozen mileage rate if in excess of 102. Each mile will extend the grace period by 4.7 minutes.
- 030 Engines may be supplied without additional compensation, except for heavy equipment and supplies normally placed on engines by other employees.
- 032 Initial-lite miles are added to the trip mileage and each mile will extend the grace period by 4.7 minutes.
- 035 Payment is variable under each schedule. Generally, payment is the greater of time or miles. If payment is time consumed, payment will be made at the rate in effect on July 31, 1985. If payment is miles, such miles will be added to trip mileage.
- 037 Same as 035. penalty payments will be paid at the rate in effect on July 31, 1985.
- 042 Same as 022.
- 048' Same as 022.
- 189 Same as 022.
- 284 Same as 013.

CONS
CODE

FOOTNOTES

- 381 If employee is on duty, payment is not subject to adjustment. If
employee is off duty, payment is subject to adjustment.
- 384 Same as 022.
- 395 Same as 022.
- 596 Same as 035.
- 898 Same as 022.

mjh,6

174