

**AGREEMENT
BETWEEN
CONSOLIDATED RAIL CORPORATION
AND
UNITED TRANSPORTATION UNION (C) AND (T)**

TRAINMEN

CONRAIL®



AWARD
OF
ARBITRATION BOARD NO. 385
GOVERNING
CONSOLIDATED RAIL CORPORATION
AND ITS EMPLOYEES
IN ROAD FREIGHT AND YARD SERVICE
REPRESENTED BY THE
UNITED TRANSPORTATION UNION (C) AND (T)

Effective September 1, 1981

(Date)

**Received copy of the agreement covering employees represented by
United Transportation Union (C) and (T) awarded by Arbitration
Board No. 385, effective September 1, 1981.**

(Name)

(Occupation)

(Location)

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RULE 1 - DEFINITIONS

(a) "Trainman" means any train service employee including road and yard conductors, road and yard brakemen, flagmen, pilots, car retarder operators, and switchtenders.

(b) "Duly accredited representative" means a member of the Local Committee of Adjustment of the United Transportation Union (C) and (T) having jurisdiction or a member of the United Transportation Union designated by the General Chairman.

(c) "Local Chairman" means the Chairman of a regularly constituted Local Committee of Adjustment of the United Transportation Union (C) and (T) having jurisdiction.

(d) "General Chairman" means the Chairman of the regularly constituted General Committee of Adjustment of the United Transportation Union (C) and (T) having jurisdiction.

(e) "Terminal" means a location where one or more crews go on and/or off duty.

(f) "Outlying Terminal" means a location where one or more crews go on and/or off duty, vacancies on which are protected by an extra list at another location.

(g) "Outpost Assignment" means a job that goes on and off duty at an outlying terminal.

RULE 2 - RATE SCHEDULE

Unless otherwise specified, the rates of pay covering Consolidated Rail Corporation employees represented by the United Transportation Union will be as set forth in the UTU National Agreement dated August 25, 1978.

RULE 3 - ENTERING SERVICE RATE OF PAY

(a) Trainmen entering service on or after August 25, 1978 will be paid as follows for all service performed within the first 12 calendar months of service when working in a capacity other than conductor, footboard yardmaster, yardmaster or car retarder operator:

- (1) For the first 12 calendar months of employment, trainmen will be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered, exclusive of arbitraries and/or special allowances which will be paid at the full amount.
- (2) Trainmen who have had an employment relationship with the Corporation and are rehired will be paid at established rates after completion of a total of 12 months' combined service.
- (3) Trainmen who transfer to the fireman craft will be paid at established rates after completion of a total of 12 months' combined service, in both crafts.
- (4) Any calendar month in which a trainman does not render compensated service due to voluntary absence, suspension, or dismissal will not count toward completion of the 12 month period.

(b) During the first 12 calendar months of service, when working as other than a conductor or car retarder operator, trainmen will show the letters "ESR" (Entering Service Rate) after their names on timeslips.

RULE 4 - BASIC DAY AND OVERTIME IN ROAD FREIGHT SERVICE

(a) In road freight service, 100 miles or less, 8 hours or less (straightaway or turnaround) will constitute a day's work; miles in excess of 100 will be paid for at the rate provided in the rate schedule.

(b) On runs of 100 miles or less, overtime will begin at the expiration of 8 hours; on runs over 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12-1/2. Overtime will be paid for on the minute basis at an hourly rate of 3/16 of the daily rate.

RULE 5 - CONVERSION

(a) Trainmen in through freight service, required to pick up and/or set off a car (or cars) at three or more points, or when the time actually consumed in connection with picking up and/or setting off a car (or cars) at one point is more than 30 minutes during any trip or tour of duty, will

be paid local freight rates for the entire trip or tour of duty, except that picking up or setting off at initial or final terminal will not be counted as a point.

NOTE: Picking up and/or setting off a car (or cars) at one point, between the time train is stopped and the entire train is coupled up and ready to start, will constitute picking up and/or setting off a car (or cars) at one point, for the purpose of this paragraph (a).

(b) Trainmen required to do station switching, will be paid local freight rates for the entire trip or tour of duty. Switching necessary in picking up cars will not be considered "station switching." Switching for the purpose of placing at loading or unloading places a car (or cars) other than a car (or cars) loaded with livestock or highly perishable freight will be considered "station switching." If, in order to set out a car (or cars) clear of the main line, it is necessary to remove from "spot" a car (or cars) set for loading or unloading, such car (or cars) will be replaced on "spot" and so doing will not be considered "station switching."

RULE 6 - MINE SERVICE

(a) The rates for mine service are applicable to trainmen engaged in that service primarily, which generally consists of handling cars between yards and mines and performing the necessary switching of empties or loads at mines.

(b) When road freight trainmen are required to perform switching other than bad order cars at a mine or mines, the rates for mine service apply for the entire day. Placing empties at, or removing loads from mines, which does not require switching, does not constitute mine service.

RULE 7 - PERFORMANCE OF SERVICE BY ROAD FREIGHT TRAINMEN

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

(1) One straight pick up at another location in the initial terminal, (in addition to picking up train) and one straight

set out at another location in the final terminal (in addition to yarding the train).

- (2) One straight pick up and/or set out at each intermediate point between terminals.
- (3) Switch out defective cars from their own trains regardless of when discovered.
- (4) Handle engines to and from train to ready track and engine house, including all units coupled to the operating unit (units).
- (5) Pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars provided, however, that where it is necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity.
- (6) Exchange engine of their own train.

(b) At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment will begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.

(c) Road freight crews may perform any yard service at yards where yard crews are not employed.

RULE 8 - TRAVELING ROAD SWITCHER SERVICE

(a) Traveling road switcher service is assigned and unassigned freight service with the same initial and final terminal performing road switching service within advertised working limits. One or more turn-around trips may be started by the crew out of the same terminal during one tour of duty and they may be worked back and forth within the advertised working limits.

NOTE: The limits as specified in the advertisement includes that territory within which normal service is performed and in addition any necessary head-room for the purpose of turning. Normal service as defined in this rule means service performed at a point at least bi-monthly.

(b) Trainmen who perform service on a traveling road switcher assignment advertised to work 5 days per week will be paid the 5-day yard rate of pay. Trainmen who perform service on a traveling road switcher assignment advertised to work 6 or 7 days per week will be paid the local freight rate or the 6-day yard rate of pay, whichever is greater. Traveling road switcher assignments will be subject to holiday pay. If a traveling road switcher assignment is advertised to work 6 or 7 days and is annulled on one or more days during a work week, so that it works only 5 or less days during that work week, the 5 day yard rate will apply for such work week.

NOTE #1: Work week will be Sunday to Saturday for traveling road switcher assignments advertised to work 7 days. For all other traveling road switcher assignments it will be a period of 7 days commencing with the day following a scheduled day off.

NOTE #2: The yard rate of pay referred to herein shall also apply to trainmen who are assigned to traveling road switchers which are paid on the hourly basis provided that the term "traveling road switcher" is limited to switchers that perform the greater part of their tour of duty in the performance of switching service and that consideration of "traveling road switchers" is limited to service which is comparable to yard service. The term "traveling road switcher" as used in this rule does not include pusher, helper, mine run, belt line, transfer, work, wreck, construction, local or mixed service.

(c) When a traveling road switcher crew is required to perform service beyond the working limits of the assignment, they will be paid miles or hours, whichever is the greater, with a minimum of one hour, for the time consumed outside the advertised limits of the assignment.

(d) When a crew is called to perform service on an extra traveling road switcher assignment, the working limits will be specified in the call and the crew will be paid the 5-day yard rate of pay.

RULE 9 - ASSIGNED ROAD SERVICE

(a) Assigned road service is defined as a regular road assignment having advertised reporting time(s) (subject to call on or after a designated time, subject to call for a symbol train, or subject to reporting for duty without being called), days on which the assignment will work, home terminal, away-from-home terminal(s) or turning point(s) and/or a combination thereof.

(b) The Corporation shall have the right to establish assigned road service to work 5, 6, or 7 days per week. If an assignment that is advertised to work 6 or 7 days per week falls into a pattern of working less than the advertised number of days for two consecutive weeks, exclusive of days not worked because of a holiday, the Corporation shall readvertise the assignment to conform to the actual permissible number of days the assignment shall work regularly. If an assignment that is advertised to work 5 days per week works less than 5 days per week for two consecutive weeks, exclusive of days not worked because of a holiday, it shall cease to be a regular assignment. The assignment may be readvertised when it conforms to the permissible number of days the assignment will work regularly.

(c) In assigned road service in which trainmen are subject to call on or after a designated time, trainmen may be called for an on-duty time later than, but not earlier than, the designated time. In assigned road service in which trainmen are subject to call for a symbol train, trainmen shall be called to cover their assigned train.

RULE 10 - LAP-BACKS - SIDE-TRIPS

(a) When as part of a call or a regular assignment, a trainman in road freight service is required to make lap-backs or side-trips, actual miles for a lap-back or side-trip will be included in the actual miles run and paid for on a continuous time or mileage basis.

(b) When a trainman in road freight service is required to make a lap-back or side-trip that is not covered by his assignment or call, the trainman will be paid the actual time or mileage, whichever is greater, involved in the movement, separate from other compensation for the tour of duty.

(c) When a trainman in road freight service is required to double any portion of the road, actual miles for the double will be included in the actual miles run and paid for on a continuous time or mileage basis.

RULE 11 - SHORT TURNAROUND FREIGHT SERVICE

(a) Trainmen in freight service may be called to make short turnaround trips in other than traveling switcher service with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with a minimum of 100 miles for a day, provided (1) that the mileage of all the trips does not exceed 100 miles, (2) that the distance run from the terminal to the turning point does not exceed 25 miles, and (3) that trainmen will not be required to begin work on a succeeding trip out of the terminal after having been on duty 8 consecutive hours, except as a new day.

(b) The number of trips need not be specified in the call, but the call must specify short turnaround service.

(c) This rule does not apply to trainmen in pusher, helper, work or wreck train service.

RULE 12 - CLASSIFYING TRAIN ENROUTE

(a) When a through freight trainman is stopped enroute between the initial and final terminals and is required to classify the cars then in his train, he will be paid a minimum of a yard day's pay in addition to the road trip pay and without any deduction therefrom for the time consumed in performing such service. Holding onto cars while making pick ups or set offs between the initial and final terminals will not be considered classifying enroute.

(b) This rule will not apply to trainmen placing cars loaded with explosives or other dangerous materials in the proper location in their train in order to comply with the requirements of any law or regulation concerning the transportation of cars of explosives and other dangerous materials.

RULE 13 - CALLING CREWS - POOLS AND ROAD EXTRA SERVICE

(a) Trainmen in pool or road extra service will be called not less than 1 hour 30 minutes before they are required to report for service or deadhead. Where local conditions warrant, the Local Chairman and the designated Labor Relations officer may agree to a different calling time, subject to the approval of the General Chairman and the highest appeals officer of the Corporation.

(b) Pool freight assignments for trainmen will be identified by a crew number designation. Except as otherwise agreed, crews on pool freight assignments will be called on a first-in, first-out basis.

(c) Pool crews who perform service or deadhead will be marked up in the pool on the basis of their off duty time or their time by designated mark up points as agreed to in writing between the Local Chairman and the designated Labor Relations officer, subject to the approval of the General Chairman and highest appeals officer of the Corporation.

(d) Pool crews who deadhead without going by a designated mark up point will be marked up in the pool on the basis of the arrival time of their deadhead at the opposite terminal.

(e) When pool crew(s) are required to deadhead, the pool crew(s) standing first-out will be called to deadhead. When more than one pool crew is deadheaded to an opposite terminal at the same time, they will be marked up in the pool at the opposite terminal in the same relative standing they held prior to their deadhead.

(f) When pool crews are deadheaded to an opposite terminal and it becomes necessary to use a pool crew for service while they are enroute, the pool crew that was last called to deadhead will be used to perform service.

(g) Pool crews who do not have sufficient time under the Hours of Service Law to be called for service will retain their standing in the pool until they are called for service after their rest.

(h) When pool trainmen miss out when called they will be held out of the pool until their turn in the pool returns to the home terminal.

(i) Vacancies in a pool freight assignment will be covered off the road extra list. Extra road men will take the conditions of the pool assignment.

(j) Trainmen on road extra lists will be called on a first-in, first-out basis. After performing service or deadhead they will be marked up on the extra list on the same basis set forth in paragraph (c) or (d).

(k) Trainmen on road extra lists who do not have sufficient time under the Hours of Service Law to be called for service will retain their standing on the list until they are called for service after their rest.

(l) Trainmen on road extra lists will not be granted permission to mark off when called. Trainmen who miss out for other than outpost assignments will be held off the extra list for a minimum of 12 hours from the time they are called and miss out. At the expiration of the 12-hour period they will be marked up on the bottom of the extra list.

RULE 14 - REGULATION OF ROAD FREIGHT POOLS AND NON-GUARANTEED ROAD FREIGHT EXTRA LISTS

(a) A designated officer of the Corporation and the Local Chairman or Local Chairmen having jurisdiction will regulate road freight pools and nonguaranteed road freight extra lists as necessary so that the number of crews assigned to a pool and the number of trainmen assigned to nonguaranteed extra list is sufficient to protect the service.

(b) The Local Chairman or Local Chairmen having jurisdiction and the designated officer of the Corporation will agree upon the number of pool crews and extra trainmen necessary to protect the service and the regulating factors of the pools and nonguaranteed extra lists under their jurisdiction. The General Chairman and the highest appeals officer of the Corporation will designate the regulating factors where a dispute exists.

(c) After a nonguaranteed extra list has been adjusted, the number of trainmen deemed necessary will be maintained until the next checking period unless conditions require an adjustment of the extra list between checking periods. Such interim adjustment may be made by agreement between designated officer of the Corporation and the Local Chairman having jurisdiction.

RULE 15 - POOLS AND ROAD EXTRA LISTS

(a) Except as may be agreed to locally by the Local Chairman or Local Chairmen having jurisdiction and the designated Labor Relations officer, in a territory where pool freight assignments and a road freight

extra list are established, the pool freight assignments will protect all unassigned road freight service operating from terminal to terminal. Extra lists will protect all unassigned road freight service not protected by pool freight assignments.

(b) Any dispute concerning the services to be covered by pool freight assignments and/or extra lists will be resolved by the General Chairman or General Chairmen having jurisdiction and the highest designated officer of the Corporation.

RULE 16 - DEFERMENTS/SET-BACKS

(a) The reporting time of a regular road assignment for which trainmen report without being called may be set back on any day by advance notice to affected trainmen not less than the calling time in effect at the terminal. Notification of set back will include the time he is to report, and the time of the trip or tour of duty will begin at the time he reports as directed. Only one set back per trip or tour of duty may be made which will not be for less than 60 minutes. If a trainman is not so notified, his reporting time will be that provided for in the advertisement.

(b) At their away-from-home terminal when trainmen, paid on a separate trip basis, are scheduled to report for duty in less than 1 hour and 30 minutes after they register off duty from their assignment, they will be informed of the change in their reporting for duty time when they arrive at their off duty point and register off duty.

RULE 17 - POOLED CABOOSES

(a) Caboose used in freight service may be pooled on all operating districts or segments thereof provided the following conditions are met:

- (1) Unless otherwise agreed to, the date on which a pooling arrangement is to be made effective in territory will be the first day of any month subsequent to the Corporation giving advance written notice of not less than 40 days to the General Chairman or General Chairmen having jurisdiction. Appropriate notice will also be given to the trainmen affected.
- (2) The notice to the General Chairman or General Chairmen having jurisdiction will identify the name and location of

the away from home terminal lodging facility, and alternate facility, if necessary, to be provided by the Corporation.

(b) Should a dispute arise concerning any of the above conditions a representative of the highest appeals officer of the Corporation will meet with the General Chairman or General Chairmen having jurisdiction to investigate and correct the dispute.

(c) Unless otherwise agreed, cabooses operated in pooled service will be of steel construction and equipped with, but not limited to, the following features:

Swing motion trucks	Twin cushion draft gear
Steel wheels	Safety steps
Hand brakes	Safety glass or Lexan windows
Aluminum window frames-sash	Safety handrail in center
Insulation-floor-sides-roof	Automatic heater
Electric Lights and marker	Fuel tank
Toilet meeting Federal specifications	Ice box
Stainless steel or galvanized water tank	Drinking cup dispenser
Stainless steel or vitreous Lavatory	Mirror
Seat Cushions	Window Screens
Safety belts	(April 1st to October 1st)
Paper towel holder	

(d) Pooled cabooses will be kept supplied with:

Red flags	Water for washing and drinking
Fusees	Soap
Torpedoes	Paper towels
Stationery	Paper drinking cups
Clip boards	Toilet paper
Fuel	Ice or other type refrigeration
Broom	Fire extinguisher
First aid kit	

(e) Caboose water tanks will be cleaned at regular intervals to maintain them in a sanitary condition.

(f) Pooled cabooses will be cleaned and properly supplied by personnel other than trainmen. Supplies will be properly stored on pooled cabooses by personnel other than trainmen; however, trainmen will be held responsible for knowing that the caboose they use is provided with flagging supplies. Trainmen will keep the caboose they use in a clean and orderly condition.

(g) Trainmen using a pooled caboose will not be required to leave their initial terminal with a caboose which is not clean, adequately supplied or in proper condition. When a conductor reports a pooled caboose as unfit for service, the basis for complaint will be corrected or the unsatisfactory caboose will be replaced with one in proper condition. Trainmen will not be disciplined for not leaving a terminal with a caboose that is not in the required condition.

(h) At the end of each trip the conductor using a pooled caboose will furnish a list of any supplies used and/or needed on the caboose.

(i) Trainmen who arrive at their away from home terminal facility and are advised that sleeping accommodations are not readily available for them will be provided with similar sleeping accommodations at another facility. If sleeping accommodations are not readily available at the away from home terminal facility or suitable alternate accommodations are not otherwise provided, the trainmen affected will be paid, independent of all other earnings, on a minute basis for all time in excess of one hour computed from the time they first registered for sleeping accommodations until sleeping accommodations are made available for them or until they are otherwise under pay for subsequent service or deadhead. Payment will be made at the straight time basic through freight rate of pay.

RULE 18 - CREW CONSIST

Crew consist in road freight and yard service shall be governed by Appendix "A".

RULE 19 - INITIAL TERMINAL DELAY - FREIGHT SERVICE

(a) Initial terminal delay will be paid on a minute basis to trainmen in freight service after 1 hour and 15 minutes' time has elapsed from the time of reporting for duty up to the time the train leaves the terminal, at

1/8th of the basic daily rate, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an allowance of any kind is paid will be deducted from the initial terminal time under this rule.

NOTE: The phrase "train leaves the terminal" means when the train actually starts on its road trip from the yard track where the train is first made up. When it is not practical to determine the leaving time of road trains on the yard track where the train is first made up, the Local Chairman and the Manager-Labor Relations may agree to an alternate point of departure.

(b) Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of 1 hour and 15 minutes after which initial terminal delay payment begins.

(c) This rule will not apply to light engine, pusher, helper, self-propelled machine, belt line, transfer, work, wire, snow, wreck, construction, circus train, or traveling switcher service, or to local freight which performs switching at its initial terminal in accordance with schedule rules.

(d) When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.

(e) When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

RULE 20 - FINAL TERMINAL DELAY - FREIGHT SERVICE

(a) In freight service, all time delayed in excess of 30 minutes, computed from the time the train first stops after reaching designated final terminal delay point until finally relieved from duty will be paid for as final terminal delay. Should a freight train or trains be held because of yard conditions at final terminal, or account of train ahead having reached designated final terminal delay point, final terminal delay exceeding 30 minutes, computed from time each train is so stopped, until finally relieved from duty, will be paid as final terminal delay.

(b) 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 by 5 minutes the 30 minute period after which final terminal delay payment begins.

(c) All final terminal delay, computed as provided for in this rule, will be paid for, on the minute basis, at 1/8th of the basic daily rate, according to class of service in addition to full mileage of the trip.

Where an arbitrary allowance is made at the final terminal under a rule or supplemental agreement, there will be no duplication of payments, but whichever is greater will be paid.

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 rule includes time required to make inspection, complete all necessary reports and/or register off duty.

(d) 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.

(e) This rule will not apply to pusher, helper, transfer, work, construction, traveling switcher; nor to local freight service where switching is performed at final terminal, in accordance with schedule rules.

RULE 21 - HELD-AWAY-FROM-HOME TERMINAL TIME

(a) Trainmen in pool freight and in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of 16 hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held 16 hours after the expiration of the first 24-hour period, they will be paid continuous time for the time so held during the next succeeding 8 hours, or until the end of the second 24-hour period, and similarly for each 24-hour period thereafter.

(b) Should a trainman be called for service or ordered to deadhead after pay begins, the held-away-from-home terminal time will cease at the time pay begins for such service or, when deadheading, at the time

the train leaves the terminal, except that in no event will there be duplication of payment for deadhead time and held-away-from-home terminal time.

(c) Payments accruing under this rule will be paid for separate and apart from pay for the subsequent service or deadheading.

(d) For the purpose of applying this rule, the Corporation will designate a home terminal for each crew in pool freight and in unassigned service.

RULE 22 - SERVICE AT THE AWAY-FROM-HOME TERMINAL

Pool freight trainmen or extra freight trainmen may be called for turn service out of the away-from-home terminal if other trainmen are not available at that terminal and will, following completion of turn service and after taking rest, be considered first out for service or deadhead. They will not be used for a second tour of duty in turn service from the away-from-home terminal.

RULE 23 - MORE THAN ONE CLASS OF ROAD SERVICE

(a) Road trainmen employed in any class of road service may be required to perform two or more classes of road service in a day or trip subject to the following terms and conditions:

1. Payment:

- A. Except as qualified in (a) 1.B. below, payment for the entire service will be made at the highest rate applicable to any class of service performed, the overtime basis for the rate paid to apply for the entire trip. Not less than a minimum day will be paid for the combined service.
- B. Road trainmen in through freight service only will receive full payment for the regular day or trip based on miles or hours applicable to the regular day or trip plus extra compensation on a minute basis for all additional time required in the other class of road service.

The rate paid both for the regular trip and for the additional time will be the highest rate applicable to any

class of service performed during the entire day or trip. Overtime rate will apply to the extra compensation only to the extent that the additional service results in overtime for the entire day or trip or adds to overtime otherwise payable for hours required for the regular trip.

Examples for the application of this paragraph 1.B. are:

- (a) A trainman in through freight service on a run of 100 miles is on duty a spread of 8 hours, including 2 hours of another class of road service—trainman (helper) will be paid 100 miles or 8 hours at pro rata rate for the trip plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.
- (b) A trainman in through freight service on a run of 100 miles is on duty a spread of 9 hours, including 2 hours of another class of road service—trainman will be paid 100 miles or 8 hours at pro rata rate for the trip plus 1 hour at pro rata rate and 1 hour at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.
- (c) A trainman in through freight service on a run of 100 miles is on duty a spread of 10 hours, including 2 hours of another class of road service—trainman will be paid 100 miles or 8 hours at pro rata rate for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.
- (d) A trainman in through freight service on a run of 100 miles is on duty a spread of 12 hours, including 2 hours of another class of road service—trainman will be paid 100 miles or 8 hours at pro rata rate plus 2 hours at time and one-half for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

- (e) A trainman in through freight service on a run of 150 miles is on duty a spread of 10 hours, including 2 hours of another class of road service—trainman will be paid 150 miles or 12 hours at pro rata rate for the trip, plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

C. This rule applies to:

- 1. Unassigned and/or assigned road service.
- 2. Another class of road service regardless of when notified, whether at time called, at the outset of, or during the tour of duty.

D. This rule does not involve the combining of road with yard service nor modify or set aside:

- 1. Lap-back or side trip rules except when a combination or service includes work, wreck, helper or pusher service and such movements are made in the performance of work, wreck, helper or pusher service.
- 2. Conversion rules.
- 3. Terminal switching and/or special terminal allowance rules.

**RULE 24 - INTRASENIORITY AND INTERSENIORITY
DISTRICT SERVICE**

(a) Intraseniority and interseniority district road freight service may be established by the Corporation. Road freight service entirely within a Conrail seniority district which runs through an established home or away-from-home terminal crew change point involved in that particular road freight service is intraseniority district service. Road freight service between Conrail seniority districts is interseniority district service.

(b) Sixty days advance notice shall be given to the General Chairman or General Chairmen having jurisdiction when intraseniority district road freight service is to be established by the Corporation where a prior-prior or prior right equity in the work may accrue to trainmen within a Conrail seniority district or when interseniority district road service is to be established. The total mileage of all runs in such road freight service in which the trainmen of the seniority districts are entitled to participate shall be determined and these runs divided between the trainmen of the seniority districts entitled to participate on the basis of the percentage which the mileage actually run on each of the seniority districts bears to the total mileage made in such service on the participating seniority districts.

(c) Trainmen in interseniority district road freight service may make one pick up and/or set out at each intermediate point between the limits of the crew's initial and final terminals.

(d) Services covered by paragraph (b) shall each be computed and allotted separately.

(e) Where computations under paragraph (b) develop that the trainmen on no one seniority district are entitled to all of a run or assignment, such run or assignment shall be considered as a rotating run or assignment to be periodically covered by the trainmen of each seniority district entitled to participate in proportion to their percentage interest in such run or assignment.

In such cases, the length of time in the complete cycle or periodic occupancy may be determined by the General Chairman or General Chairmen having jurisdiction, but in no event shall it exceed 1 year, nor be for a shorter period than 60 days.

EXAMPLE: Interseniority district run makes 50 miles over seniority district A, 33.4 miles over seniority district B, and 16.6 miles over seniority district C; such runs may be allotted to trainmen on seniority district A for 3 months, seniority district B for 2 months, and to seniority district C for 1 month. Such cycle, however, could not be greater than 6 months to seniority district A, 4 months to seniority district B, and 2 months to seniority district C.

(f) In computing and allotting runs under paragraph (b), the mileage made over tracks within the switching limits or over foreign railroads shall be credited to the participating seniority districts as determined by the General Chairman or General Chairmen having jurisdiction.

If the mileage equity is not designated by the General Chairman or General Chairmen, the Corporation shall designate the mileage equity on the basis of centerline mileage of the yards between which the service is to be operated. Mileage traversed over foreign railroads where the Corporation has existing trackage rights shall be counted. When service is to be operated over a foreign railroad where no previous trackage rights were in existence, mileage to be traversed over the foreign railroad shall not be counted.

(g) In computing and allotting service under the provisions of paragraph (b), mileage made by extra crews shall be debited to the seniority district furnishing such extra crews in periodic checks made by the Corporation of such service. Such periodic checks may be made as determined by the General Chairman or General Chairmen, but in no event shall it be less often than once a year, nor more often than once in 60 days.

(h) Trainmen on interseniority district runs shall not acquire any seniority beyond the limits of their own seniority district.

(i) The following conditions shall apply to intraseniority and interseniority district road service established under this rule:

- (1) Reasonable and practical conditions shall govern in the establishment of the runs.
- (2) All miles operated over one hundred in freight service shall be paid for at the mileage rate established by the basic rate of pay for the first one hundred miles or less.
- (3) In order to expedite the movement of trains in intraseniority and interseniority district service, the Corporation shall determine the condition under which trainmen may stop enroute to eat. When trainmen on intraseniority or interseniority runs are not permitted to stop to eat they shall be paid an allowance of \$2.00 for the trip. The allowance provided for herein shall be increased according to future negotiations concerning such allowances.
- (4) Deadhead payments shall be as provided in Rule 54 except that on runs over two hundred miles payment for dead-heading shall be on the basis of one-half miles for the

deadhead trip, unless actual time consumed is greater, in which event the latter amount shall be allowed.

- (5) Trainmen in intraseniority or interseniority district service cut off enroute account hours of service shall be deadheaded to the destination terminal of the train.
- (6) Where possible, regular assignments shall be established. Trainmen assigned to regular assigned runs who are held at the away-from-home terminal so that they cannot cover their assigned run out of their home terminal shall be allowed the mileage of their regular assignment operated by another crew.
- (7) On runs which operate through an established home terminal the following additional condition shall apply:

Any trainman required to change his residence as a result of service established under this paragraph (i)(7) shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred dollars and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Under this paragraph, change of residence shall not be considered "required" if the reporting point to which the trainman is changed is not more than 30 miles from his former reporting point.

NOTE: If any trainman is entitled to benefits greater than those provided in paragraph (i)(7) by law such greater benefits shall apply subject to the terms and obligations of the Corporation and the trainman under such law.

RULE 25 - CUT OFF ENROUTE

(a) Road trainmen will not be cut off enroute between their initial terminal and the final terminal unless it is apparent that the trip cannot be completed within the lawful time under the applicable hours of service law; and not then until after they have been on duty within two hours of the time limit provided for in the applicable hours of service law. Trainmen cut off enroute will be paid miles or hours, whichever is greater

from the initial terminal to the cut off point. When cut off or tied up at intermediate terminals or points in less than within two hours of the time permitted by the applicable hours of service law, they will be paid as though cut off within that time.

(b) Road trainmen cut off enroute as provided in paragraph (a), will again be considered on duty and under pay immediately upon the expiration of the legal period off duty required for any member of the crew.

(c) When road trainmen resume duty as provided in paragraph (b), a new day will begin.

(d) Road trainmen will not be cut off as provided in paragraph (a), except at designated terminals where food and lodging are available. Trainmen so cut off will be subject to Rule 55, Expenses-Away-From-Home.

(e) Should a road trainman be released a second time between initial point and destination called for, he will be deadheaded on continuous time basis to such destination or to home terminal.

(f) When a crew is towed or transported to the terminal, continuous time, miles or hours, will be allowed with no deduction of time waiting to be towed or transported.

(g) Trainmen cut off under the law will not be required to watch or care for engine or perform other duties while so cut off.

(h) Trainmen cut off enroute account emergency conditions which do not permit continued operation of the train to the destination terminal, will be paid actual miles or hours, whichever is greater, with a minimum of one day.

RULE 26 - TIME TO EAT - ROAD

(a) Except as provided in Rule 24, when it is apparent that trainmen in through freight service will be held on duty excessive periods of time, they will, upon request, be granted permission to eat enroute providing conditions permit.

(b) Trainmen in local, way freight, mine run, work, wreck, construction, snow plow and traveling switcher service will be given a reasonable time to eat during their trip or tour of duty.

RULE 27 - TRANSPORTATION AT TERMINALS-ROAD SERVICE

(a) The Corporation shall supply transportation to a trainman when the distance between any of the points listed below or other factors are sufficient to cause a hardship if he were required to travel between them without some form of transportation:

- (1) The point where a road trainman is required to report for duty and the point where he is to take charge of his train or engine.
- (2) The point where a road trainman is to leave his train or engine and the point where he is required to report off duty.
- (3) The point where he reports off duty and the point where lodging is provided, when lodging is to be provided for a road trainman at his away-from-home terminal.
- (4) The point where lodging is provided and the point where food is available.
- (5) The point where lodging is provided and the point where a trainman is required to report for duty at the away-from-home terminal.
- (6) The point where he is required to report off duty at his home terminal and the point where he last reported for duty at his home terminal.

NOTE: In the application of paragraph (a) the Division Superintendent and the General Chairman will confer in an effort to reach agreement as to whether or not the distance or other factors are sufficient to cause a hardship.

(b) Transportation shall be provided as promptly as possible and when a trainman is required to wait more than 45 minutes from the time he reports off duty before he is provided transportation in accordance with paragraph (a), Items (3) or (6), he shall be paid on a minute basis at the basic rate of the last service performed for the time in excess of 45 minutes until transportation is provided.

RULE 28 - CONDUCTOR VACANCIES IN ROAD SERVICE

(a) Conductors will be called in the following order to fill conductor vacancies in road service, including extra assignments:

- (1) The first available qualified conductor on the conductors extra list at locations where such list is established to fill conductor vacancies.**
- (2) A qualified conductor regularly assigned as a brakeman on the assignment. If more than one brakeman is a qualified conductor the senior will have the option.**
- (3) The first available qualified conductor on the brakeman's extra list that is used to fill brakeman vacancies on assignments where the conductor vacancy exists.**

NOTE: When conductors cannot be provided in accordance with paragraph (a) (1) and (a) (2) and when a complete extra crew or a conductor and one or more brakemen are to be called off of a brakeman's extra list, those called who are qualified conductors, will, in seniority order, have the choice of working as a conductor or brakeman. If the senior of such brakemen elects to work as a brakeman, the junior of such brakemen must work the assignment as the conductor.

- (4) From a supplemental road extra list of qualified conductors that may be established locally by agreement between the Local Chairman and the Labor Relations officer which will be made up of brakemen who have signified in writing to the proper officer of the Corporation their desire to be marked up on the supplemental extra list. If no supplemental road extra list is established or the supplemental list is exhausted, use step (5).**
- (5) The junior available qualified conductor working as a regularly assigned brakeman other than on an extra list in the same class of road service at the same location on the same road territory as the vacancy. When such regularly**

assigned brakemen are taken from their regular assignments and used as conductors they will be compensated the difference between their earnings as conductors and what they would have earned on their regular assignment as brakemen.

(b) When conductors are not available under steps (1) through (5), conductors will be called in the following order from the nearest list(s) or location(s):

- (1) The first available qualified conductor on the conductors' extra list that covers the same class of road service.
- (2) The first available qualified conductor on the brakeman's extra list that covers the same class of road service.

NOTE: When conductors cannot be provided in accordance with paragraph (b) (1) and when a complete extra crew or a conductor and one or more brakemen are to be called off of a brakeman's extra list, those called who are qualified conductors will, in seniority order, have the choice of working as a conductor or brakeman. If the senior of such brakemen elects to work as a brakeman, the junior of such brakemen must work the assignment as the conductor.

3. From the supplemental road extra list of qualified conductors if one has been established in accordance with paragraph (a)(4).
4. The junior available qualified conductor working as a regularly assigned brakeman other than on an extra list in the same class of road service as the conductor vacancy. When regularly assigned brakemen are taken from their regular assignments and used as conductors they will be compensated the difference between their earnings as conductors and what they would have earned on their regular assignments as brakemen.

(c) The term "class of road service" as used in this rule means road freight service.

RULE 29 - BASIC DAY - YARD SERVICE

Eight hours or less will constitute a day's work. Time in excess of 8 hours continuous service will be paid for on a minute basis at 1-1/2 times the hourly rate.

RULE 30 - WORK WEEK AND OVERTIME IN YARD SERVICE

(a) Regular assignments in yard service will have a work week consisting of 5 consecutive days with 2 days off in each 7, except as hereinafter provided.

(b) The term "work week" for trainmen on regular yard assignments means a period of 7 consecutive days beginning on the first day after the second rest day as shown in the advertisement notice and for trainmen on a yard extra list or a combination road-yard extra list means a period of 7 consecutive days starting with Monday.

(c) When service is required by the Corporation on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. Regular relief assignments will be established to the extent possible, with 5 consecutive days of work and definite starting times. They may on different days, however, have different starting times and have different points for going on and off duty which will be the same as those of the assignment they are relieving. When regular relief assignments cannot be established for 5 consecutive days on the same shift, such assignments may be established for 5 consecutive days on different shifts.

(d) Regular or regular relief assignments for yard crews will be established for the crew as a unit. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, the designated days off need not be the same for an entire crew. Representatives of the Corporation and of the trainmen will cooperate in designating days off of individual members of a crew.

NOTE: One of the operational problems contemplated by paragraph (d) is that certain assignments will require that some member or members of the crew be familiar with the work of the assignment.

(e) The Corporation will to the extent practicable grant 2 consecutive days off to a regularly assigned or regular relief trainman in yard service. However, if it is necessary to establish non-consecutive days off, representatives of the Corporation and the Local Chairman having jurisdiction will confer and endeavor to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the Corporation may establish non-consecutive days off, subject to the right of the Organization to progress the dispute as a grievance.

(f) In the event a regular or regular relief job or assignment is annulled for one day any yard service trainman or trainmen who because of their seniority standing, or for other reasons, are unable to displace a trainman with lesser seniority on such day or days, thereby being deprived of working one or more of the five days of the job or assignment, such yard trainmen, if they so desire, will be placed on the extra board in accordance with Rule 36 in addition to the men then on the board so as to be available for work on the sixth or seventh day of the work week to provide them an opportunity to work five straight time shifts during the work week.

(g) All time worked in yard service in excess of 8 hours during a single tour of duty will be paid for as overtime on a minute basis at one and one-half times the hourly rate.

(h) When an extra trainman commences work on a second yard assignment within a 24-hour period he will be paid at time and one-half for such second assignment if it is started less than 22 1/2 hours from the starting time of the preceding yard assignment for which he was paid at the straight time rate of pay.

(i) An extra trainman working one shift in one grade of service and a second shift in another grade of service will be entitled to time and one-half for the second shift, under the same conditions as though both shifts were in the the same grade of service.

(j) A trainman in yard service will be allowed actual time at the overtime rate of pay for continuing on duty on a succeeding shift when the trainman who should relieve him on that shift fails to report at the fixed starting time.

(k) Trainmen who work more than 5 straight time shifts in yard service in a work week will be paid one and one-half times the basic straight time rate for such excess work. The following straight time shifts are excluded when computing the 5 days:

- (1) Straight time days paid to a trainman in yard service for performing other than yard service during his regular tour of duty.
- (2) Straight time days in excess of 5 which result from a trainman's exercise of seniority.

(l) There will be no overtime on overtime; neither will overtime hours paid for be utilized in computing the 5 straight time shifts referred to in paragraph (k), nor will time paid for attending court, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours.

(m) Any tour of duty in road service will not be considered in any way in connection with the application of the provisions of this rule, nor will service under this agreement and an agreement governing other than trainmen be combined in any manner in the application of this rule.

(n) Nothing in this rule will be construed to create a guarantee.

(o) Trainmen in yard service who exercise their seniority by bid or displacement to another assignment in yard service, will be permitted to go on the assignment and will take the conditions of that assignment. Service performed as an extra yard trainman and service performed as a regular assigned trainman cannot be combined to require payment of time and one half rate for a second shift started less than 22 1/2 hours from the starting time of the preceding yard assignment for which he was paid at the straight time rate of pay.

(p) In this rule "yard service" means service performed by trainmen governed by yard rules and yard conditions.

RULE 31 - PERFORMANCE OF SERVICE BY YARD TRAINMEN

(a) As part of their tour of duty, yard crews shall be required to perform any work connected with the movement of cars, engines, or trains within switching limits including changing engines and providing helper or pusher service for road crews or other yard crews.

(b) As part of their tour of duty, yard crews may also perform the following work which may involve performing service outside of switching limits:

- (1) Combinations of yard-belt and yard transfer service.
- (2) Interchange service.
- (3) Provide switching service for new and other industries as follows:
 - (A) Where an industry locates outside of switching limits at points where yard crews are employed, the Corporation may provide switching service to such industry with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industry are located at a point not to exceed 4 miles from the switching limits in effect. Other industries located between such switching limits and such new industry may also be served by yardmen without additional compensation or penalties therefor to road or yard men. Yard limit boards may be moved for operating purposes but switching limits will remain unchanged unless and until changed in accordance with provisions in Rule 87, Changing Switching Limits.
 - (B) The Corporation may change its services for such industries between road and yard crews provided that the service is not indiscriminately alternated.
- (4) When performing service within Road-Yard Service Zones as follows:

Section 1

Combination road-yard service zones may be established within which yard crews may be used to perform specified service outside of switching limits under the following conditions:

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

(B) Within Road-Yard Service Zones, yard crews may be used only to meet customer service requirements for the delivery, switching, or pick up of cars which were not available or ready for handling by the road crew or crews normally performing the service or which are required to be expedited for movement into the yard before arrival of said road crew or crews. Yard crews may be used to perform such service without any additional compensation and without penalty payments to road crews.

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

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

Section 2

Combination road-yard service zones may be established within which yard crews may be used to perform specified service outside of switching limits under the following conditions:

(A) Road-Yard Service Zones for purposes of this Section 2 are limited to a distance not to exceed 15 miles for the purpose of handling disabled trains or trains tied up under the Hours of Service Act. The distances referred to herein are to be computed from the switching limits existing on August 25, 1978, except where the parties may agree otherwise.

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

Section 3

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

(5) Other than as provided for in this rule, yard crews will not be used in road service except in case of emergency:

(A) When yard trainmen are used in road service under emergency conditions they will be paid miles or hours, whichever is greater, with a minimum of one hour, for the class of road service performed beyond their switching limits, in addition to their regular day's pay and without any deduction therefrom for the time consumed in said service.

NOTE: The term emergency as used in paragraph (b)(5) is defined as a situation that:

1. involves or may cause delay to traffic because all tracks are blocked.
2. involves delay to a passenger train or trains.
3. involves violation of laws or local ordinances.
4. involves injury to persons requiring prompt treatment or removal to hospital.

(c) This rule has no application at points where yard crews are not employed.

(d) When a yard conductor is directed by proper authority to assume the responsibilities of a footboard yardmaster during his tour of duty, he will be paid therefor an additional two-thirds of one hour pay at the yard conductor's daily rate for such tour of duty.

RULE 32 - STARTING TIMES IN YARD SERVICE

(a) Regularly assigned yard crews will each have a fixed starting time and the starting time of a crew will not be changed without at least 48 hours advance notice.

(b) Where three eight-hour shifts are worked in continuous service, the time for an assignment on the first shift to begin work will be between 6:30 A.M. and 8:00 A.M., the second shift 2:30 P.M. and 4:00 P.M., and the third shift, 10:30 P.M. and 12:00 midnight.

(c) Where two shifts are worked in continuous service, the time for an assignment on the first shift to begin work will be during any one of the periods named in paragraph (b).

(d) Where two shifts are worked not in continuous service, the time for an assignment on the first shift to begin work will be between the hours of 6:30 A.M. and 10:00 A.M., and on the second shift, not later than 10:30 P.M.

(e) At points where there is only one regular yard assignment, the assignment may be started at any time, subject to paragraph (a).

(f) Extra yard assignments will be called in accordance with paragraph (b) or (d).

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

(h) Transfer/puller, belt-line, or interchange assignments, regularly assigned or extra, may be started at any time, but if started outside the hours set forth in paragraphs (b) or (d) and used to perform any general yard switching during the tour of duty, the train crew will be paid as though the assignment had started at the last permissible yard starting time.

RULE 33 - POINTS FOR GOING ON AND OFF DUTY IN YARD SERVICE

Trainmen in yard service will go off duty at the same point they went on duty. When trainmen in yard service are relieved at other than their on and off duty point, their time on duty will continue until they reach their on and off duty point.

RULE 34 - TIME TO EAT - YARD

Yard trainmen shall be allowed 20 minutes for lunch without deduction in pay. The lunch period must be given and completed within 4-1/2 and 6 hours after starting work.

RULE 35 - LAST YARD CREW

(a) In yards where switching service is not required at least 5 days per week, the last yard crew assignment in a yard may be discontinued.

(b) In yards where switching service is required at least 5 days per week, the last yard crew assignment may be discontinued under the following conditions:

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

NOTE: The study will be based on the tour of duty of the last yard crew assignment used to perform the switching service.

(c) The study referred to in paragraph (b) will be conducted in the following manner:

- (1) Where the Corporation proposes to discontinue the last yard crew assignment in a yard, it will give 10 day's written notice of the proposed discontinuance to the Local Chairmen involved, advising them of name of the Corporation's official who is designated as its representative for the purpose of the study and the date on which the study will begin. Anytime prior to the date the study is to begin, the representatives of the trainmen involved will advise the Corporation of the name(s) of

their representative(s) for the purpose of the study. If such representative(s) are not so named, or fail to participate, the study will be conducted by the representative of the Corporation. In either event, the result of the study will be binding on the parties for the purpose of this rule.

(d) The same procedure will be adhered to in conducting studies proposed by the representatives of the trainmen for the restoration of assignments that have been discontinued under the provisions of this rule.

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

RULE 36 - CALLING CREWS - YARD EXTRA LISTS

(a) Trainmen on yard extra lists will be called as near as possible 2 hours before they are required to report for service. Where local conditions warrant, the Local Chairman and the designated Labor Relations officer may agree to a different calling time, subject to the approval of the General Chairman and the highest appeals officer of the Corporation.

(b) Extra trainmen who are first out and available on yard extra lists will be called in turn for service. When called for yard service they will be marked up on the bottom of the extra list in the same relative order in which they were called. Extra trainmen who work overtime in yard service will retain their relative standing on the extra list but they must notify the crew caller of their off duty time. When called for other than yard service, extra trainmen will be held off the extra list until they mark up with the crew caller after which they will be marked up on the bottom of the extra list based on their off duty time.

(c) Extra trainmen who do not have sufficient time under the Hours of Service Law to be called for service will retain their standing on the yard extra list until they are called for service after their rest.

(d) Extra trainmen will not be granted permission to mark off when called. Extra trainmen who miss out when called to cover assignments within the yard starting time cycles will be held off the extra list for 12 hours from the time they are called and miss out. At the expiration of the 12-hour period they will be marked up on the bottom of the extra list. If extra trainmen miss out when called to cover vacancies on regular yard assignments with on duty times outside the yard starting time cycles,

only the extra trainmen who stand first out to be called and miss out will be held off the extra list as provided for herein. If extra trainmen miss out when called to cover vacancies on extra yard assignments with on duty times outside the yard starting time cycles, they will not be held off the extra list for 12 hours but will retain their standing on the extra list.

(e) Extra trainmen who have worked 5 straight time starts in their work week will maintain their relative standing on the yard extra list. They will not be called for yard service when other men are available on the extra list who have not worked 5 straight time starts in their work week. When all available extra trainmen have worked 5 straight time starts in their work week, extra trainmen will be called in their turn.

(f) Regularly assigned trainmen in yard service who desire to be called for yard service on their rest days during the same shifts as their regular assignments, and trainmen on regular relief assignments with more than one shift who desire to be called for yard service on their rest days during the shift of the first day of their work week must make written application with the crew caller to be marked up on a supplemental yard extra list. Regularly assigned trainmen who mark up on a supplemental yard extra list must keep the crew caller advised of the reporting for duty time of their regular assignment.

(g) When a supplemental yard extra list is first established, trainmen who make written application will be marked up on the list in seniority order. Thereafter, trainmen who make written application for a supplemental yard extra list will be marked up on the bottom of such list. Marking up on a supplemental yard extra list is not an exercise of seniority except for standing as set forth in this paragraph.

(h) Trainmen will be called from the supplemental yard extra list for yard service during the same shift as their regular assignment when no extra trainmen are available on the yard extra list. If no trainmen are available on the supplemental yard extra list during the same shifts as their regular assignments, available trainmen on the supplemental extra list will be called provided such call will not prevent them from covering their regular assignment.

(i) Calls from a supplemental yard extra list will be made in the same manner as the yard extra list, except that regularly assigned trainmen who are not available for call off such list will be held off the list for the remainder of their rest days in that work week and then will be marked up on the bottom of the list.

(j) Except when they are on assigned vacation or authorized to be absent from duty, trainmen who are marked up on a supplemental yard extra list and miss out when called for two successive weeks will have their names removed from that list. They will not be permitted to make written application again for that list for 30 days.

RULE 37 - CONDUCTOR VACANCIES IN YARD SERVICE

(a) When there is sufficient extra yard conductor service to justify the establishment of yard conductor extra lists, the Local Chairman or Local Chairmen having jurisdiction and the Labor Relations officer may arrange to do so.

(b) Conductors will be called in the following order to fill conductor vacancies in yard service, including extra assignments:

- (1) The first available conductor on the conductors' extra list at locations where such a list is established to fill a yard conductor vacancy on the assignment where the vacancy exists.
- (2) A qualified conductor regularly assigned as a brakeman on the assignment. If more than one brakeman on the assignment is a qualified conductor, the brakemen in seniority order will have the option of filling the conductor vacancy. If the regularly assigned brakemen on the assignment elect to work as brakemen, use step 3.
- (3) The first available qualified conductor on the extra list that is used to fill a brakeman's vacancy on the yard assignment where the conductor vacancy exists.

NOTE: When conductors cannot be provided in accordance with paragraph (b) (1) and (b) (2) and when a complete extra crew or a conductor and one or more brakemen are to be called off of a brakeman's extra list, those called who are qualified conductors will, in seniority order, have the choice of working as a conductor or brakeman. If the senior of such brakemen elects to work as a brakeman, the junior of such brakemen must work the assignment as the conductor.

- (4) When the vacancy occurs within a consolidated terminal, and cannot be filled in accordance with steps (1), (2) or (3), the first available qualified conductor on the appropriate extra list in accordance with the agreed-to order for supplementing extra lists within the terminal.
- (5) The first available qualified conductor on the supplemental yard extra list. If no supplemental yard extra list is established or the supplemental list is exhausted, use step (6).
- (6) The junior available qualified conductor working as a regularly assigned yard brakeman on other than an extra list, at the same yard as the vacancy. When a regularly assigned yard brakeman is taken from his regular yard assignment and used as a yard conductor, he will be compensated the difference between his earnings as a yard conductor and what his earnings would have been on his regular yard assignment as a brakeman.

(c) When conductors are not available under paragraph (b), steps (1) through (6), conductors will be called in the following order from the nearest location:

- (1) The first available qualified yard conductor on the conductors' extra list that covers yard service.
- (2) The first available qualified yard conductor on the brakeman's extra list that covers yard service.

NOTE: When conductors cannot be provided in accordance with paragraph (c) (1) and when a complete extra crew or a conductor and one or more brakemen are to be called off of a brakeman's extra list, those called who are qualified conductors will, in seniority order, have the choice of working as a conductor or brakeman. If the senior of such brakemen elects to work as a brakeman, the junior of such brakemen must work the assignment as the conductor.

- (3) From a supplemental yard extra list if one has been established.

- (4) The junior available qualified conductor working as a regularly assigned yard brakeman, on other than an extra list. When a regularly assigned yard brakeman is taken from his regular assignment and used as a yard conductor, he will be compensated the difference between his earnings as a yard conductor and what his earnings would have been on his regular yard assignment as a brakeman.

RULE 38 - COUPLING AIR HOSES

All yard trainmen will be paid a separate allowance of 95 cents for each shift or tour of duty for which they will perform, when required, in addition to all other duties and without additional compensation, the coupling and uncoupling of cars including air, steam and signal hoses, chaining and unchaining of cars, lift drop type draw bars, handling compromise couplers and testing air brakes. Overtime incident to a shift or tour of duty will not be considered as a new shift or tour of duty for the purposes of this rule. The separate allowance provided in this rule is subject to general wage increases, not including the cost of living increases.

RULE 39 - YARD SHELTERS

The Corporation will provide yard trainmen with suitable lockers and cool drinking water, as well as adequate wash rooms and lunch rooms kept in sanitary condition at locations convenient to points where trainmen go on and off duty.

RULE 40 - TRAINMEN USED ON OTHER THAN OWN YARD ASSIGNMENT

A member of a yard crew may be detached from his own crew and used to perform service with another yard crew or road crew during his tour of duty provided the balance of his crew remains idle during the period of time he is used with another crew. If a yard trainman is used with another crew while the crew to which he was originally assigned did not remain idle, he will be paid an additional day's pay at the yard rate of pay in addition to the earnings of his own assignment.

RULE 41 - YARD CREW ASSIGNMENTS

Yard trainmen will be assigned for a fixed period of time which will be the same hours daily for all regular members of a crew. So far as practicable assignments will be restricted to 8 hours' work.

RULE 42 - CABOOSES-YARD SERVICE

(a) Yard crews performing transfer, puller and industrial switcher service over an extended territory shall be furnished a caboose.

(b) At locations where ice is made available on a seasonal basis, it shall continue to be made so available.

RULE 43 - HUMP CONDUCTOR ASSIGNMENTS

The Corporation may establish individual independent hump conductor assignments to work with all crews operating on the hump. Trainmen covering such hump conductor assignments will be paid the car retarder operator rate of pay plus the reduced train crew allowance. There will be no other productivity savings sharing payments.

RULE 44 - REGULATION OF NON-GUARANTEED YARD EXTRA LISTS

When there are no crew consist protected trainmen on a yard extra list, the extra list shall be regulated in the following manner:

(a) The Corporation shall regulate the yard extra list every Monday, to be effective 12:01 A.M. Tuesday, as set forth herein.

(b) The Corporation shall keep a record of all starts from each yard extra list during the week (Monday through Sunday, unless otherwise agreed). The Local Chairman having jurisdiction shall have the right to be present when the extra list is regulated, but the designated officer of the Corporation shall proceed to regulate the extra list if the Local Chairman does not make arrangements to be present when the extra list is regulated. The starts shall be converted to points as indicated below:

1. Straight time starts in yard service shall count as 1 point.

2. Time and one-half starts in yard service shall count as 1.5 points.
3. Yard vacancies filled by other than extra yardmen shall count as 1 point.

NOTE: Starts not normally covered by an extra list shall be credited to the extra list that is augmented.

(c) The total number of points during the weekly checking period divided by 4 shall determine the number of men to be on the yard extra list. Fractions of .5 or more in the number of men to be on an extra list shall count as 1.

(d) When an extra list warrants an increase or decrease based upon such computation, the extra list shall be adjusted accordingly and the Local Chairman or Local Chairmen having jurisdiction shall be notified when adjustment is made.

(e) The quota of men to be assigned to an extra list shall be maintained when extra men are off during assigned vacation periods and for known prolonged absences.

(f) When the service requirements of a yard extra list warrants an expedited increase or decrease, the designated officer of the Corporation and the Local Chairman or Local Chairmen having jurisdiction shall mutually agree to the necessary adjustment.

(g) Trainmen shall be removed from an extra list in reverse order of seniority.

RULE 45 - SENIORITY

(a) The eight (8) separate Conrail seniority districts established for train service employees as identified below will continue in effect:

Seniority District "A" - Northwestern
Seniority District "B" - Southwestern
Seniority District "C" - Midwestern
Seniority District "D" - Ohio
Seniority District "E" - Pennsylvania

Seniority District "F" - Northeastern
Seniority District "G" - Southeastern
Seniority District "H" - Canada

(b) The territory of each separate Conrail Seniority District, including the prior right seniority districts contained therein, will be as defined in the separate description of each Seniority District.

(c) As of April 1, 1976, all trainmen, except those who have accepted employment with an acquiring railroad, on prior right seniority district rosters within the territory of each Conrail Seniority District will establish seniority throughout the territory of the appropriate Conrail Seniority District.

(d) All trainmen with a standing on prior right seniority district rosters will retain prior rights to employment, including rights to promotion and demotion, throughout the territory of their respective prior right seniority districts.

(e) Trainmen on prior right seniority district rosters within the separate Conrail seniority districts will be placed on the appropriate Conrail Seniority District Roster according to their earliest retained seniority date. Prior rights to his entire former seniority district will be retained.

(f) When a trainman's prior right seniority extends to more than one Conrail Seniority District, he will be placed on the Conrail Seniority District Roster covering the location where found on the date of conveyance. However, such a trainman will have the option, which must be exercised within 60 calendar days from the date the initial Conrail Seniority Roster is posted, to have his Conrail seniority transferred to one of the other new Conrail rosters that encompasses the territory of his prior seniority district. The option must be made in writing to the designated official of the Corporation with copy to the local union representative and will be irrevocable.

NOTE: The word "Trainmen" as used in this rule includes Yard Helpers (Brakemen), Car Retarder Operators, Road Brakemen, Assistant Conductors, Ticket Collectors, and Train Baggage-men. The word "Conductor" as used in this rule includes Road Conductors and Yard Foremen (Conductors).

Switchtender employees without a seniority date as Trainmen will be placed on the appropriate Conrail Seniority District Roster behind the junior prior right Trainman in their same relative standing according to their earliest retained seniority date as Switchtender.

(g) A trainman who has established a relative standing on two or more Conrail Seniority Districts, and who, on the date of any conveyance, or subsequent thereto, is recalled to a Conrail Seniority District other than the one on which he is working, must, at the time of such recall, make an election and select the seniority district in which he wishes to retain seniority. Once the trainman has made this election, his name will be removed from the Conrail Seniority District not selected.

(h) Where trainmen on two or more prior right seniority district rosters to be included in a Conrail Seniority District have identical earliest retained seniority dates, their relative standing on the roster will be determined in the following manner:

- (1) The name of each prior right seniority district will be drawn by an agreed-upon representative. The order in which these names are drawn will establish a selection order number for each of the prior right seniority districts.

In each group of identical dates, the senior trainman involved from each prior right seniority district will be placed on the Conrail Seniority District Roster in accordance with the sequence of the selection order numbers. This sequence will be repeated, adding one name from each prior right roster involved at a time, until all trainmen with identical dates have been placed on the Roster.

NOTE: Relative standing on previous Rosters will be maintained.

- (2) In the event any of the rosters to be included in any Conrail Seniority District are rosters representing a previous merger or consolidation of two or more former seniority districts and the relative standing of trainmen appearing with identical dates has not been determined on such merged or consolidated roster, the relative standing of such trainmen on the previously merged or consolidated roster will be determined in the same

manner as that set forth in Paragraph (h)(1) above prior to determining the relative standing of trainmen on the Conrail Seniority District Roster.

(i) Except where a trainman's seniority either as trainman or conductor has been terminated in accordance with existing agreements, the relative standing determined in accordance with Paragraph (e) and (j) of this rule will be the employee's relative standing both as trainman and conductor on the Conrail Seniority District Roster and his seniority date on such roster, both as trainman and conductor, will be as of the date of any conveyance.

(j) Trainmen who were not promoted on their prior right seniority district prior to the date of any conveyance, and who continue to work on such prior right seniority district will be eligible for promotion in accordance with the rules and practices applicable on the prior right seniority district involved.

(k) Trainmen given a date as Conductor on the Conrail Seniority District Roster in accordance with Paragraph (i) of this rule who were not promoted to conductor prior to the date of any conveyance, will be entitled to exercise such seniority when they have been promoted to conductor in any prior right seniority district of the appropriate Conrail Seniority District; provided, however, that no trainman will be entitled to exercise Conrail seniority as conductor in any prior right seniority district in which there are prior right trainmen, other than those who have properly declined promotion or who have not been examined for promotion to conductor in accordance with the rules and practices applicable on such prior seniority district.

(l) Trainmen hired subsequent to the date of any conveyance will acquire seniority throughout the territory of the appropriate Conrail Seniority District, and will establish their relative standing on the Conrail Seniority District Roster as of the date and time they start the required physical examination.

(m) A roster showing the trainman's seniority date as trainman and conductor in the appropriate Conrail Seniority District will be posted within such seniority districts at principal points where trainmen are required to report for work. Rosters will also be available at designated Corporation offices at major terminals.

(n) The roster will be revised as of January 1st of each year and posted no later than April 1st of each year. On each posting subsequent to the initial roster, a trainman will have 180 calendar days to file a protest with a designated officer of the Corporation in writing. The designated officer of the Corporation will acknowledge receipt of such protest.

Necessary corrections in the roster will be made the first time the roster is revised, but the correct seniority standing will govern in the meantime.

(o) In the event that a trainman is off duty because of sickness, disability, leave of absence, or other cause, at the time such roster is posted, the above time limit of 180 days for filing his protest will commence on the date he reports for duty following such posting. A note will be placed on each roster stating the time limit for filing protest thereto and the officer of the Corporation to whom protest must be made.

The seniority date and seniority standing of employees not protested, in writing, within the above specified time limits shall be deemed to be correct and will not be subject to further protest.

(p) It is recognized that the boundaries of the seniority districts agreed to in this rule may be subject to change as a result of various factors, and the parties agree to meet to negotiate such changes, should conditions require.

RULE 46 - ADVERTISEMENT

(a) New assignments, readvertised assignments, extra lists, and vacancies will be advertised and assigned every Monday. The advertising period will close after 3 days, and assignments will be awarded through notice issued by 11:00 A.M. every Monday, to be effective 12:01 A.M. Tuesday.

(b) The advertisement notice will contain sufficient information to identify the assignments, the location of the designated officer of the Corporation to whom applications for assignments are to be sent, and the date and the time the advertisement period closes. Trainmen may bid for more than one assignment by stating the order of preference.

(c) For assigned road service, the advertisement notice will show the home terminal; whether it is on a straightaway or turnaround basis or a combination thereof and, where applicable, the away-from-home terminal or terminals; the days on which the assignment will work; and the assigned reporting time.

(d) For pool service, the advertisement notice will show the home terminal; the territory over which the pool will operate; for each service operated by a pool, whether it is on a straightaway or turnaround basis or a combination thereof and, where applicable, the away-from-home terminal or terminals.

(e) For assigned yard service, the notice will show the job number or symbol, the position, the on-off duty location, the days off, and the on-duty time.

(f) Vacancies caused by sickness, temporary disability, suspension or leave of absence will be advertised when it is known that the trainman will be off duty for a period of 30 days or when such trainman has been off duty for a period of 30 days.

(g) After an extra yard assignment has worked 4 consecutive days, excluding Sundays and Holidays, and has started at the same reporting point and on the same trick, it will be regarded as a new regular yard assignment and will be subject to advertisement.

(h) Regular assignments, except in pool freight service, will be readvertised when any of the following permanent changes are made in such assignments:

1. Changing the home or the away-from-home terminal; changing the starting time 30 minutes or more; including a train as a part of an assignment which previously had not been a part of the assignment; changing any layover period in turnaround service 30 minutes or more; changing the route or mileage to the extent of 5 miles in road service; changing the reporting or relieving point in yard service; changing the rest days of an assignment; increasing or decreasing the number of days or trips per week of an assignment; changing from yard to road basis of pay, or vice versa; changing the assignment from one

grade of service to another; setting back the designated reporting time of a regular road assignment for 5 consecutive days at the home terminal or for 5 consecutive days at the away-from-home terminal or terminals.

(i) Regular assignments in pool freight service will be readvertised when any of the following permanent changes are made in such assignments:

1. Changing the home terminal or away-from-home terminal or terminals; changing the service or the territory over which the pool is assigned to operate; changing from straightaway to turnaround or vice versa.

(j) When a regular yard assignment is annulled for two or more consecutive days during a work week (not including a week during which a holiday occurs) the assignment will be readvertised.

RULE 47 - ASSIGNMENT

(a) Assignments will be made to trainmen in seniority order from written bids submitted to the officer of the Corporation designated in the advertisement notice prior to the close of an advertisement period. Trainmen will be given a receipt for bids submitted to the designated officer of the Corporation.

(b) When no bids are received for advertised conductor assignments, the assignments will be filled in the following order:

1. By the junior conductor working as other than a conductor at the same location as the assignment that failed for bid.
2. By the junior conductor working as other than a conductor at the next nearest location.

A conductor assigned in accordance with this paragraph (b) to an assignment requiring him to be qualified on the physical characteristics of the road must complete those qualifications before he may mark up for duty on the assignment. He may not work any other assignment in the interim. During his qualification period, the assignment will be covered off the extra list.

(c) When conductor assignments that fail for bid are filled in accordance with paragraph (b), the conductors assigned will remain on the assignments until they are displaced by senior qualified conductors. When a conductor junior to the conductors who were force assigned becomes available at the same location as the conductor assignment that failed for bid or becomes available at the location from which the junior conductor was secured, the senior of the junior conductors who was force assigned in accordance with paragraph (b) will be promptly notified when a junior conductor is available and have 24 hours after notification to elect to vacate the assignment and exercise his seniority. If the assignment is vacated, the conductor junior to the conductor who was force assigned will be assigned to the vacated conductor assignment. If the senior of the junior conductors who was force assigned in accordance with paragraph (b) elects to remain on his assignment, the next junior conductor who was force assigned will be permitted to vacate his assignment and exercise his seniority as outlined herein. Conductors who are force assigned will be permitted to bid for any conductor assignments.

(d) When no bids are received for advertised brakemen assignments, the assignments will be filled in the following order:

1. By the junior trainman on an extra list at the location of the assignment.
2. If the assignment is not at the location of the extra list, by the junior trainman on the extra list that protects the assignment.

When brakemen assignments that fail for bid are filled in accordance with paragraph (d), the brakemen assigned will remain on the assignment until they are displaced by senior trainmen. When a brakeman junior to the brakeman who was assigned becomes available for service at the location of the assignment or becomes available for service on the extra list that protects the assignment, if the assignment is not at the location of the extra list, the senior of the junior brakemen who was assigned in accordance with paragraph (d) will be promptly notified when a junior brakeman is available and have 24 hours after notification to elect to vacate the assignment and exercise his seniority. If the assignment is vacated, the junior brakeman who became available will be assigned to the vacated brakeman assignment. If the senior of the junior brakemen who was force assigned in accordance with paragraph (d) elects to remain on his assignment, the next junior brakeman who was force assigned will

be permitted to vacate his assignment and exercise his seniority as outlined herein. Brakemen who are force assigned will be permitted to bid for any assignments other than an extra list at the same location as the assignment.

(d) When extra lists are to be increased in accordance with agreements governing regulation of extra lists, the required number of trainmen may be added to the list during the advertisement and assignment period with the understanding that they are bidders for the list. Trainmen who are placed on an extra list during the advertisement and assignment period will be retained on the extra list on a one-for-one basis for each trainman from a regular assignment covered by that extra list who is a successful bidder for the extra list.

RULE 48 - DISPLACEMENT

(a) All trainmen, except those who have been assigned under the provisions of Rule 47, paragraphs (b), (c) or (d), may elect to make an optional displacement to an assignment held by a junior trainman or to an assignment that is being advertised for bid up until the advertisement for the assignment is closed. The application for an optional displacement must be submitted in writing by 12:00 Noon on the Wednesday preceding the last Friday of January, March, May, July, September and November. The optional displacement shall become effective 12:01 A.M. Tuesday, following the last Friday. Trainmen who are to be displaced as a result of an optional displacement shall be notified as soon as possible and have 24 hours from the time they are notified to exercise their seniority against a junior trainman or to an assignment that is being advertised for bid up until the advertisement is closed. A trainman who exercises his seniority to an assignment that is being advertised for bid shall be considered as an automatic bidder for the assignment. There will be no advertisements on the Monday prior to the last Friday in the optional displacement period, except for new assignments.

(b) Conductors in road and yard service will have the right to exercise their seniority as other than conductor without impairing their rights as conductors.

(c) When a permanent change on an assignment is made effective before or during the advertising period and before the date the assignment notices are to be posted, the regularly assigned members of the crew will be notified of the effective date of the change in their assignment. If they do not elect to exercise their seniority to another assignment within

24 hours after the effective date and time of the change in their assignment, they must remain on the changed assignment during the advertising and assigning period. If they desire to be considered as applicants for the changed assignment when it is readvertised, they must file a written bid. Trainmen who do not bid for the readvertised assignment or are not the successful bidders will exercise their seniority to other assignments when other trainmen are assigned.

(d) Except when assignments which are subject to holiday pay are annulled on days designated as holidays by agreement, when a regular road assignment in straight-away service is annulled for one round trip out of the home terminal or when a regular road assignment in turn-around service or yard service is annulled for one tour of duty, the trainmen holding such assignments may elect to remain on the assignments or exercise their seniority to other assignments that have not been annulled. If they elect to exercise their seniority to other assignments they must do so within 8 hours following the completion of their last tour of duty prior to the effective date and time of the annulment or when they are notified after the completion of their last tour of duty before the annulment, within 8 hours of the notification. The vacated assignments will be readvertised.

(e) A trainman returning to duty after being absent for less than 30 days by reason of sickness, temporary disability, suspension, vacation, or leave of absence will be permitted to exercise his seniority on an assignment advertised and assigned during his absence provided he exercises such right before he performs any road or yard service. If a trainman has been absent for an entire advertising period, he will be permitted to submit a late bid for the assignment, provided he does so at least 72 hours prior to the time the assignments are to be made. A trainman who returns to service after being absent for any of the causes enumerated herein for a period of 30 days or more will be permitted to exercise his seniority on any assignment occupied by a junior trainman which is not under advertisement.

(f) A trainman who bids for and is assigned to another assignment will not be permitted to bid for his former position until it has been once filled and again advertised. He will be permitted to exercise his seniority to his former assignment if he is displaced from the position to which he bid.

(g) A trainman will be entitled to exercise his seniority by displacement when he is removed from his assignment by a senior trainman; when his assignment is abolished; when his assignment is

readvertised in accordance with paragraphs (h), (i) and (j) of Rule 46, paragraph (b) of Rule 9 or paragraph (c) of this rule and he is not the successful bidder; when he is removed from an extra list or pool as a result of an adjustment or when he is exercising seniority in accordance with paragraph (a). Trainmen may exercise a displacement only to an assignment occupied by a junior trainman which is not under advertisement. Trainmen will only be displaced at the home terminal of the assignment.

(h) A trainman who fails to exercise his seniority within 5 days after being displaced will forfeit his right to a displacement. The 5-day period will begin at 12:01 A.M. on the day following the day the trainman acquired the right to exercise his seniority. A trainman must make his displacement at least 4 hours in advance of the reporting time of the assignment on which he elects to displace. The 4-hour time limit does not apply when a trainman exercises his seniority to an extra list or pool. A trainman who has permitted his displacement rights to lapse will be permitted to bid for assignments under advertisement.

RULE 49 - TRAINMEN HOLDING POSITIONS AS STATIONMASTERS/ YARDMASTERS

(a) When occupying positions in the stationmaster or yardmaster craft, trainmen will retain and continue to accumulate seniority as trainmen in the seniority district from which appointed.

(b) Such employees shall be permitted to exercise seniority as a trainman only in the event they are unable to hold any position or assignment in the stationmaster/yardmaster craft.

RULE 50 - DISPLACEMENT RELEASE

(a) Trainmen who elect to exercise their seniority by bid or displacement to an assignment under the jurisdiction of a crew dispatcher at another location must notify the crew dispatcher at the point to which he is going.

(b) The crew dispatcher at the point he is leaving will notify the crew dispatcher having jurisdiction at the point to which the trainman is going, whether or not the trainman is entitled to exercise his seniority by bid or displacement.

RULE 51 - FURLOUGHED TRAINMEN

(a) In the event of a reduction in force, trainmen will be furloughed in the reverse order of their seniority standing and while out of service for such reason, will retain and accumulate seniority. When the force is again increased, trainmen will be returned to service in the order of their seniority standing.

(b) While a trainman is furloughed he must keep the Corporation officer at the location where he is furloughed informed of his current address and telephone number so he can be notified when his services are required.

(c) Furloughed trainmen must return to service within 30 days after being recalled or furnish sufficient reason of inability to report for duty within the time specified herein. They will be recalled to service in seniority order by certified letter or by telephone.

(d) Furloughed trainmen who are recalled to service by certified letter will be notified as follows:

Your services are required by the Corporation.

Please report for duty to (specify Corporation Officer and location to report) as soon as possible but not later than 30 days from the date of this letter.

If you do not report for duty within 30 days from the date of this letter or furnish within 30 days from the date of this letter sufficient reason for your inability to report for duty, your name will be deleted from the seniority roster.

(e) Furloughed trainmen who are recalled to service by telephone and do not report for duty within 5 days after being called will be notified in writing as follows:

This letter confirms our telephone conversation on (date) informing you that your services are required by the Corporation.

Please report for duty to (specify Corporation officer and location to report) as soon as possible but not later than 25 days from the date of this letter.

If you do not report for duty within 25 days from the date of this letter or furnish within 25 days from the date of this letter sufficient reason for your inability to report for duty, your name will be deleted from the seniority roster.

(f) Trainmen who do not return to service as directed herein when re-called from furlough will be notified in writing that their names have been deleted from the seniority roster, with copy to the Local Chairman having jurisdiction at the location.

RULE 52 - QUALIFYING CONDUCTORS WHO ARE FORCE ASSIGNED

(a) Conductors force assigned in accordance with paragraph (b) of the Assignment rule to road conductor assignments, including conductors' extra lists covering road territory, will be allowed training time to qualify on the following basis, provided they are not qualified on the physical characteristics of the territory covered by the extra list or the assignment:

(1) Main Line Territory - one trip in each direction.

(2) Branch Line Territory - one trip.

NOTE: It is recognized that because of the time needed to cover some territories, the Corporation may program a conductor to train in a territory for more than one training period.

(b) Conductors engaged in training will be compensated at the straight time rate of pay applicable to the class of service to be performed computed from the start of the trip or trips until released at the end of the day, with a minimum of 8 hours.

(c) The Corporation will designate the manner in which the training will be performed.

(d) Upon completion of the designated training time, the conductors will be required to pass an examination on the physical characteristics of the railroad involved. Force assigned conductors who are not examined on the physical characteristics within 48 hours after signifying they are ready for such examination, will be paid 8 hours straight time rate of pay applicable to the class of service to which they are assigned for the dates their assignment is operated without them and

when held off an extra list they will be paid 8 hours straight time rate of pay applicable to through freight service for each calendar day they are withheld from the list and on which they do not perform service. Training necessary to qualify in excess of the time specified in paragraph (a) above shall be at no expense to the Corporation.

RULE 53 - PROMOTION TO CONDUCTOR

(a) Except as otherwise provided herein, trainmen must be examined for promotion to conductor during the time between the completion of their first 200 days of actual work as trainmen and their first 510 days of actual work as trainmen. When the number of available conductors at a terminal or location is judged to be insufficient, trainmen at the terminal or location will be required, in the order of their seniority, to take the examination for promotion. Promoted trainmen will rank as conductors (yard, freight and passenger) in the order of their seniority standing as trainmen. A trainman will not be permitted to relinquish his standing as a conductor.

(b) If a trainman has not been scheduled for and given an opportunity to take his first examination for promotion to conductor within his first 510 days of actual work as a trainman, as set forth in this rule, he must still do so under the provisions of this rule. Such a trainman must notify the Manager-Labor Relations, in writing, that he has completed the required number of days to be examined for promotion, that he has not been scheduled for and given an opportunity to take an examination, and that he is available to take an examination. The trainman will then be scheduled to take an examination for promotion within 90 days after the Manager-Labor Relations receives such a written notification. If his first examination for promotion is not scheduled and held within that 90-day period, the trainman will be paid at the conductor rate of pay applicable to the service performed from the 91st day until the date he is scheduled to appear for his first examination for promotion and that examination is held, or until he fails to appear for that first examination.

(c) Trainmen will be given a written notice of the examination for promotion not less than 30 days in advance of the date such promotion examination is scheduled.

(d) The Corporation will make available optional classes designed to help trainmen prepare for the promotion examination. Trainmen attending these classes will do so without pay or any additional expense to the Corporation.

(e) A trainman unable to take an examination because of sickness, injury, authorized leave of absence, furlough on account of reduction in force, assigned vacation, or any emergency cause deemed excusable by an officer of the Corporation, will not be required to take an examination for promotion until he has completed 30 calendar days of service as a trainman after returning to active service. The failure of a trainman to appear for a promotion examination he is scheduled to take for any cause listed above will not be counted as a failure to appear for the examination in the application of the provisions of paragraph (f) of this rule.

(f) If a trainman fails to appear for or to pass the first examination, he will be allowed 30 days to prepare for a second examination. If he fails to appear for or to pass the second examination, he will be allowed an additional 30 days to prepare for a third examination. If he fails to appear for or to pass the third examination, he will cease to be an employee of the Corporation.

(g) No trainman will be permitted to work as a conductor in road service until he passes the examination for promotion and is qualified on the physical characteristics of the road.

No trainman promoted to conductor will be permitted to work as a conductor in passenger service until he passes the required examinations for that service.

Trainmen hired on and after April 1, 1976 will not be permitted to work as conductors in yard service until such time as they pass the examination for promotion.

(h) A trainman who was promoted prior to April 1, 1976 and subsequently was permitted to relinquish his seniority rights as a conductor, will not be permitted to take another examination for promotion, but he will continue to hold his seniority as a trainman and be permitted to exercise seniority as a yard conductor on his home seniority district where that arrangement prevailed.

(i) A trainman hired prior to April 1, 1976 under a rule which granted him the option of taking or declining to take the examination for promotion, who has exercised the option to decline promotion so that he is no longer eligible for promotion, will not be permitted to take an examination for promotion but will continue to hold his seniority as a trainman. He will be permitted to exercise seniority as a yard conductor on his home seniority district where that arrangement prevailed.

(j) Trainmen hired prior to April 1, 1976 under a rule which granted them the option of taking or declining the examination for promotion, or relinquishing their seniority as conductor, who are still eligible for promotion will be notified within 90 days from January 1, 1977, and will be required within 90 days from the date of notification to notify the Manager-Labor Relations having jurisdiction that they desire to be promoted. After making written application for promotion and completing 200 days of actual work as trainman from the date first employed, the trainman will be given three opportunities to pass the examination for promotion as specified above in paragraph (f), except that if he fails to appear for or to pass the third examination he will continue to hold his seniority as a trainman. A trainman who fails to make written application for promotion within the time limit set forth herein will forfeit his right to promotion. In either case, he will be permitted to exercise seniority as a yard conductor on his home seniority district where that arrangement prevailed.

(k) A trainman hired prior to April 1, 1976 under a rule which required him to take examination for promotion to conductor, who has not yet taken the examination, must still do so under the provisions of this rule. Until he is promoted he will be permitted to exercise seniority as a yard conductor on his home seniority district where that arrangement prevailed.

(l) A trainman hired prior to April 1, 1976 who performed yard service as a yard foreman (yard conductor) and under special arrangements for promotion was qualified as a conductor in road service, will not be required to take another examination for promotion.

(m) Trainmen hired prior to April 1, 1976 under a rule which did not require an examination for promotion to conductor in road service, are eligible for promotion to conductor. Trainmen referred to in this paragraph (m) will be notified within 90 days from January 1, 1977, that they are eligible. They must, within 90 days from the date of the notification, notify the Manager-Labor Relations having jurisdiction that they desire to take the examination for promotion to conductor. After making written application for promotion, a trainman will be given three opportunities to pass the examination for promotion as specified in paragraph (f), except that if he fails to appear for or to pass the third examination he will continue to hold his seniority as a trainman. A trainman who fails to make written application for promotion within the time limit set forth herein will forfeit his right to promotion. In either case, he will be permitted to exercise seniority as a yard conductor on his home seniority district where that arrangement prevailed.

RULE 54 - DEADHEADING

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

(b) Trainmen deadheading into home terminal can be continued in service out of that terminal only when the deadhead and service comes within the provisions of Rule 11.

(c) When deadheading is paid for separately and apart from service, 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.

(d) Trainmen are not entitled to deadhead pay for traveling from one point to another in exercising seniority.

QUESTIONS AND ANSWERS

Q. What payment would be due to a trainman who performed road service on a train of 81 cars from A to B, a distance of 170 miles, and deadheaded from B to A, with the service and deadhead combined between A-B-A?

A. 340 miles at the 81-105 car rate, with service and deadhead combined.

Q. 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 separately and apart from service from B to A, with the deadhead being completed within 8 hours?

A. He would be paid 170 miles 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.

- Q. 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 from B to A, with the deadhead being completed in 10 hours?
- A. He would be paid 170 miles 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.
- Q. 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.

RULE 55 - EXPENSES AWAY FROM HOME

(a) When road trainmen (except short turnaround passenger trainmen) are tied up for 4 hours or more at a location other than the designated home terminal of their assignment, they will be provided with suitable lodging at the expense of the Corporation, or be provided with an equitable allowance in lieu thereof if it is not reasonably possible to provide lodging.

(b) When road trainmen are held as indicated in paragraph (a), they will receive a meal allowance of \$2.75. An additional \$2.75 meal allowance will be provided if they are held an additional 8 hours.

(c) In the application of paragraphs (a) and (b), trainmen on extra lists will be provided with lodging and a meal allowance on the same basis as the crew they join, except as provided in paragraph (d).

(d) Trainmen in road or yard service called from an extra list, or used in the capacity of an extra man to fill vacancies at outlying terminals are subject to the following conditions:

- (1) The outlying terminal must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.

- (2) Lodging, or allowances in lieu thereof where applicable, will be provided only when extra men are held at the outlying terminal for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

(e) Equitable allowances in lieu of suitable lodging will be handled between the General Chairmen having jurisdiction and highest appeals officer of the Corporation.

RULE 56 - HOLIDAYS

Regularly Assigned Yard Trainmen

(a) Each regularly assigned yard trainman who meets the qualifications set forth in paragraph (c) hereof, will receive one basic day's pay at the straight time rate for each of the following enumerated holidays:

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

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

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

(b) Any regularly assigned yard trainman who works on any of the holidays listed in paragraph (a) will be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day. Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the straight time rate," for service performed during a single tour of duty on a holiday which is also a work day or a vacation day.

(c) To qualify, a regularly assigned yard trainman must be available for or perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, he must fulfill such assignment. However, a regularly assigned yard trainman whose assignment is annulled, cancelled or abolished, or a regularly assigned yard trainman who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for yard service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of his work week, the first workday following his "days off" will be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek will be considered the workday immediately preceding the holiday. When one or more designated holidays fall during the vacation period of a trainman, his qualifying days for holiday pay purposes will be his work days immediately preceding and following the vacation period.

NOTE 1: A regularly assigned yard trainman who qualified for holiday pay under paragraph (c) will not be deprived thereof by reason of changing from one regular yard assignment to another regular yard assignment on the workday immediately preceding or following the holiday or on the holiday.

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

NOTE 3: A yard trainman will be deemed to have performed service or fulfilled his assignment if he is required by the Corporation to perform other service.

(d) Nothing in this rule will be considered to create a guarantee or to restrict the right of the Corporation to annul assignments on the specified holidays.

(e) The terms "workday" and "holiday" refer to the day to which service payments are credited.

Extra Yard Trainmen

(f) Each extra yard service trainman, who meets the qualifications provided in paragraph (g) will receive one basic day's pay at the straight time rate on any of the following enumerated holidays:

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

Only one basic day's pay will be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday the allowance of one basic day's pay will be at the rate of pay of the first tour.

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

(g) To qualify, an extra yard trainman must:

- (1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or;
- (2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or;

- (3) if an extra yard trainman cannot qualify under paragraph (g) (1) or (g) (2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more of such days and be so available on the other day or days, and compensation for yard service paid him by the Corporation is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 1: An extra yard trainman whose service status changes from an extra yard trainman to a regularly assigned yard trainman or vice versa on one of the qualifying days will receive the basic day's pay provided in paragraph (f) provided (1) he meets the qualifications set forth in paragraph (g) on the day or days he is an extra yard trainman and (2) he meets the qualifications set forth in paragraph (c) on the day or days he is a regularly assigned yard service trainman, provided further, that a regularly assigned yard trainman who voluntarily changes his service status to an extra yard trainman on any of the 3 qualifying days will not be entitled to receive the pay provided for in paragraph (f).

NOTE 2: An extra yard trainman will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the Corporation to perform other service.

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

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

NOTE 5: When one or more designated holidays fall during the vacation period of an extra yard trainman his qualifying days for holiday pay purposes will be his work days immediately preceding and following the vacation period.

(h) Extra yard trainmen who work on any of the specified holidays will be paid at the rate of time and one-half for all service performed on the holiday with a minimum of one and one-half times the rate for the basic day. The allowance of one basic day's pay provided in paragraph (f) for qualifying yard trainmen will be in addition thereto. Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the straight time rate," for service performed during a single tour of duty on a holiday.

(i) The terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

Road Trainmen

(j) Each regularly assigned road train service employee in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are, therefore, paid on a daily basis without a mileage component, and who meet the qualification set forth in paragraph (l) hereof, will receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays:

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

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

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

(k) Any trainman described in paragraph (j) who works on any of the holidays listed in paragraph (j) will be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day. Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay," for service performed during a single tour of duty on a holiday.

(l) To qualify for holiday pay, a regularly assigned trainman referred to in paragraph (j) must be available for or perform service as a regularly assigned trainman in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday he must fulfill such assignment. However, a regularly assigned trainman whose assignment is annulled, cancelled or abolished, or a regularly assigned trainman who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of a trainman's work week, the first workday following his "days off" will be considered the workday immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding work week will be considered the workday immediately preceding the holiday. When one or more designated holidays fall during the vacation period of a trainman, his qualifying days for holiday pay purposes will be his work days immediately preceding and following the vacation period.

(m) Nothing in this rule will create a guarantee or restrict the right of the Corporation to annul assignments on the specified holidays.

(n) The terms "workday" and "holiday" refer to the day to which service payments are credited.

(o) It is recognized that holidays in other countries outside the United States are not always the same as those listed in this rule. In this case any of the holidays listed may be changed by mutual agreement by

the General Chairman and the highest appeals officer to another date. In no case would this extend this agreement to provide more than the number of paid holidays allowed for in this rule.

RULE 57 - BEREAVEMENT LEAVE

Bereavement leave, not in excess of 3 calendar days, following the date of death will be allowed in case of death of a trainman's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Trainmen involved will make provisions for taking leave with their supervising officials in the usual manner.

RULE 58 - JURY DUTY

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

- (1) He must furnish the Corporation with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day on which the trainman is entitled to vacation or holiday pay.

RULE 59 - ATTENDING COURT, INQUEST OR OTHER LEGAL PROCEEDINGS

(a) Regular trainmen, attending court or inquest or giving a deposition or stenographic statement in connection with other legal proceedings as a witness on behalf of the Corporation at the direction of a

proper officer of the Corporation will be paid for the time actually lost on their assignments or pool jobs and necessary expenses, including travel expenses, will be paid when away from home.

(b) Unassigned or extra trainmen attending court or inquest, or giving a deposition or stenographic statement in connection with other legal proceedings as a witness on behalf of the Corporation at the direction of a proper officer of the Corporation will be paid the amount they would have earned had they been called in their turns from the unassigned or extra list; necessary expenses, including travel expenses, will be paid when away from home and they will hold their same relative standing on the crew board.

(c) Regular and unassigned and/or extra trainmen attending court or inquest as a witness on behalf of the Corporation or giving a deposition or stenographic statement in connection with other legal proceedings at the direction of a proper officer of the Corporation, when no time is lost, will be paid a day at the minimum rate provided for the service in which ordinarily engaged; necessary expenses, including travel expense, will be paid when away from home and extra trainmen will hold their same relative standing on the crew board.

(d) No deadhead payment will be made to trainmen for any traveling necessary to their attendance at court or inquest.

(e) Witness fees and mileage allowance will be remitted to the Corporation.

RULE 60 - TIME ALLOWANCE—ATTENDING INVESTIGATIONS

(a) If a trainman is not disciplined after being required to attend a formal investigation and loses time on his regular assignment or turn in a pool or extra list, he will be paid for the time lost due to his attendance at the investigation.

(b) If a trainman is not disciplined after being required to attend a formal investigation at his home terminal and loses no time on his regular assignment or turn in a pool or extra list, he will be paid for attending the investigation as follows:

- (1) If his attendance is immediately before or after his tour of duty, the time spent at the investigation will be paid for continuous with his tour of duty.

- (2) If his attendance is not immediately before or after his tour of duty or is on his assigned day off, actual time spent at the investigation will be paid for at the straight time rate of pay of the last service performed with a minimum of one day's pay.

(c) (1) When a trainman is not disciplined after being required to attend a formal investigation at other than his home terminal, for attending the investigation he will be paid on a continuous time basis at the basic daily rate of pay applicable to the last service performed computed from the time he starts from his home terminal and ending at the time he returns thereto with a minimum of one day's pay, except as provided in paragraph (c)(2). Continuous time spent traveling from and to the home terminal will be computed on the basis of 1.5 minutes for each mile traveled via the best route and added to the time spent at the investigation.

(2) If an investigation is recessed on the first day and continued on the succeeding day or days and the trainman is held over, the continuous time payment will cease at the time the investigation is recessed on the first day. If such investigation is reconvened the next day and again recessed, the trainman held over will be paid actual time for attending the investigation with a minimum of one day's pay. When the investigation is reconvened, completed, and the trainman is authorized to return to his home terminal, he will be paid on a continuous time basis computed from the time the investigation was reconvened on that day until he returns to his home terminal with a minimum of one day's pay.

(3) When the time lost to attend a formal investigation is greater than the total payment provided for in this paragraph (c), the trainman will be paid for the time lost.

(d) (1) When a trainman is authorized to use other than rail transportation, he will be reimbursed for out of pocket cost of authorized transportation; when authorized and elects to use his own automobile he will be reimbursed for the mileage travelled at the applicable car mileage rate paid by the Corporation.

(2) When a trainman is held over at other than his home terminal to attend a reconvened formal investigation he will be permitted to use lodging facilities provided by the Corporation at that location. If no such lodging facility is available other suitable lodging will be provided.

(e) When a trainman is required to attend a formal investigation while he is already under pay, no additional payment is due.

(f) The foregoing paragraphs (a), (b), (c), (d), and (e) will also apply to a trainman who is directed by the Corporation to attend a formal investigation as a witness.

(g) Except when held out of service because of involvement in a serious act or occurrence, a trainman in pool or extra service required to attend a formal investigation will, if unable to accept call for his assignment due to attendance at an investigation, be marked up as follows:

- (1) A trainman in a pool where a pool trainman is replaced by an extra trainman when he marks off will be marked up at the bottom of the pool when the extra trainman taking his place returns.
- (2) A trainman in a pool where a pool trainman is not replaced by an extra trainman when he marks off or a trainman on an extra list will be marked up at the bottom of the pool or extra list in the same manner as if he were called for the assignment.

(h) When discipline assessed as a result of a formal investigation is subsequently expunged, a trainman will be paid in accordance with paragraph (a), (b) or (c). When discipline assessed is subsequently reduced, a trainman who has incurred wage loss will be paid for such wage loss during any period not part of his final discipline assessment.

RULE 61 - VACATIONS

(a) Each trainman will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the trainman renders service in train or engine service amounting to 160 basic days.

- (1) In the application of paragraph (a) each basic day in yard service will be computed as 1.3 days, and each basic day in all other services will be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.)

(b) Each trainman having 2 or more years of continuous service with the Corporation will be qualified for an annual vacation of 2 weeks with pay, or pay in lieu thereof, if during the preceding calendar year the trainman renders train or engine service amounting to 160 basic days and during the said 2 or more years of continuous service renders service of not less than 320 basic days.

- (1) In the application of paragraph (b) each basic day in yard service will be computed as 1.4 days, and each basic day in all other services will be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.)

(c) Each trainman having 9 or more years of continuous service with the Corporation will be qualified for an annual vacation of 3 weeks with pay, or pay in lieu thereof, if during the preceding calendar year the trainman renders train or engine service amounting to 160 basic days and during the said 9 or more years of continuous service renders service of not less than 1440 basic days.

- (1) In the application of paragraph (c) each basic day in yard service will be computed as 1.6 days, and each basic day in all other services will be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.)

(d) Each trainman having 18 or more years of continuous service with the Corporation will be qualified for an annual vacation of 4 weeks with pay, or pay in lieu thereof, if during the preceding calendar year the trainman renders train or engine service amounting to 160 basic days and during the said 18 or more years of continuous service renders service of not less than 2880 basic days.

- (1) In the application of paragraph (d) each basic day in yard service will be computed as 1.6 days, and each basic day in all other services will be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.)

(e) Each trainman having 25 or more years of continuous service with the Corporation will be qualified for an annual vacation of 5 weeks with pay, or pay in lieu thereof, if during the preceding calendar year the trainman renders train or engine service amounting to 160 basic days and during the said 25 or more years of continuous service renders service of not less than 4000 basic days.

- (1) In the application of paragraph (e) each basic day in yard service will be computed as 1.6 days, and each basic day in all other services will be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.)

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

- (1) The 60 and 30 calendar days referred to in paragraph (f) will not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in paragraphs (a), (b), (c), (d) and (e), respectively.

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

(h) Where a trainman is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration will be included in computing 320 basic days under paragraph (b), 1440 basic days under paragraph (c), 2880 basic days under paragraph (d), and 4000 basic days under paragraph (e).

(i) Only service performed for this Corporation may be computed in determining the qualifications provided for herein, except that service

of a trainman on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the Corporation. Such service will not operate to relieve the Corporation of its responsibility under this rule.

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

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

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

(m) A trainman receiving a vacation, or pay in lieu thereof, under paragraphs (a), (b), (c), (d), or (e) will be paid for each week of such

vacation 1/52 of the compensation earned by such trainman in train or engine service for the Corporation or other carriers if he qualified under paragraph (i) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such trainman is working in road service such pay for each week of vacation will not be less than 6 minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such trainman is working in yard service such pay for each week of vacation will be not less than 5 minimum basic days' pay at the rate of the last yard service rendered.

(n) Vacations, or allowances therefor, under two or more agreements held by different organizations with the Corporation will not be combined to create a vacation of more than the maximum number of days provided for in any of such agreements.

(o) Vacations will be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practicable difficulties in providing vacations in all instances. Due regard, consistent with the requirements of the service, will be given to the preference of the trainman in his seniority order in the class of service in which engaged when granting vacations. Representatives of the Corporation and of the Organization will cooperate in arranging vacation periods, administering vacations and releasing trainmen when requirements of the service will permit. Vacationing trainmen will be paid their vacation allowances by the Corporation as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. In any event they will be paid their vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

(p) Vacations will not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the trainman at the end of their vacation period, the number of vacation days at the request of the trainmen may be reduced in one year and adjusted in the next year.

(q) After the vacation begins layover days during the vacation period will be counted as a part of the vacation.

(r) A vacation will be considered to have been earned when the trainman has qualified under paragraphs (a), (b), (c), (d), or (e) hereof. If a trainman's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-

compliance with the union shop agreement or failure to return after furlough, he will, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the trainman has qualified therefor under paragraphs (a), (b), (c), (d), or (e). If a trainman thus entitled to vacation or vacation pay dies, the vacation pay earned and not received will be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(s) Any dispute or controversy arising out of the interpretation or application of any of the provisions of this rule will be handled in the same manner as other disputes.

(t) For the purpose of determining the length of vacation which a trainman is entitled to receive, all the years of continuous service with former railroads that became a part of the Corporation will be counted.

(u) Vacation periods will begin at 12:01 A.M. Monday and end at 11:59 P.M. Sunday. The Local Chairman or Local Chairmen having jurisdiction and the designated officer of the Corporation may agree to modify this portion of the rule at a location subject to the approval of the General Chairman and the highest appeals officer of the Corporation.

(v) Trainmen entitled to 3 or more weeks vacation will be permitted to divide the total vacation due in any calendar year into 2 segments, but neither segment will be less than 1 week.

(w) Trainmen will be assigned to vacation periods in seniority order on the basis of their work location on the date application is submitted. Trainmen who do not submit a written application or who do not submit sufficient preferences will be assigned to open vacation periods. The number of trainmen to be assigned to vacation periods will be consistent with the needs of the service at the various terminals and in the different classes of service.

(x) Vacations will be granted on the basis of seniority. Prior-prior right or prior right trainmen in service on their prior-prior right or prior right seniority district on November 15 will be given preference of requested vacation periods in order of seniority, followed by trainmen holding assignment on such prior-prior right or prior right seniority district on November 15 on the basis of Conrail seniority. The name of trainmen not in active service on November 15 will appear on the

vacation period assignment listing prepared for the prior-prior right or prior right seniority district on which such trainmen last performed service.

(y) Changes in assigned vacation periods will be made only by agreement between the Local Chairman having jurisdiction and the designated officer of the Corporation.

RULE 62 - TRAVEL ALLOWANCE

(a) When a trainman is authorized to use other than rail transportation or his privately owned automobile he will be reimbursed for the out-of-pocket cost of the authorized transportation. When a trainman is authorized and elects to use a privately owned automobile, he will be reimbursed for the mileage traveled at the applicable car mileage rate paid by the Corporation.

(b) If a trainman chooses to use a privately owned automobile when other transportation has been authorized, the amount of reimbursement will not exceed the cost of the type of transportation authorized.

RULE 63 - BEGINNING AND ENDING OF DAY

In all classes of service, a trainman's time for pay purposes begins when he reports for duty as required at the beginning of his tour of duty and ends when he is relieved from duty at the end of his tour of duty.

RULE 64 - MARKING UP FOR DUTY

(a) Trainmen absent from duty for any reason will be required to mark up for return to duty with the crew dispatcher having jurisdiction.

(b) Regularly assigned trainmen will be considered available for duty only when they mark up before the calling time of their assignment.

(c) A trainman marking up for duty on an outpost assignment may do so at any time. He will be permitted to cover the assignment on the next tour of duty provided he marks up at least 4 hours in advance of the reporting for duty time of the assignment.

(d) Trainmen in road service will be required to mark up for return to duty at their home terminal.

RULE 65 - REPORTING OFF DUTY WITH PERMISSION

Trainmen granted permission to be absent from duty will be marked up for duty at the time they notify the crew dispatcher. Authorized absences must be for a minimum of 12 hours and there will be no automatic mark ups.

RULE 66 - ANNULMENT OF ASSIGNMENTS

(a) When a regular yard assignment is to be annulled, the regularly assigned trainmen shall be notified before the end of their last tour of duty on the day before their yard assignment is to be annulled but not later than 8 hours in advance of the advertised reporting for duty time.

(b) When a regular road assignment, except those in through freight service, is to be annulled the regularly assigned trainmen shall be notified at least 8 hours before the advertised reporting for duty time of their assignment.

(c) When a regular through freight assignment is to be annulled the regularly assigned trainmen shall be notified at least 4 hours before the advertised reporting for duty time of their assignment.

(d) Regularly assigned trainmen who have marked off their assignment before the time they are to be notified shall be notified when they mark up to return to work. If regularly assigned trainmen have been notified that their assignment is to be annulled and the annulment is later cancelled, the regularly assigned trainmen shall be called to work if they have not exercised their seniority to another assignment.

(e) Regularly assigned trainmen who are not notified within the time limit set forth in paragraphs (a), (b) or (c) and who do not exercise their seniority to another assignment shall be paid 8 hours at the basic daily rate of pay applicable to their regular assignment except when the annulment is caused by emergency conditions such as, derailments, wrecks, wash outs, snow storms, floods, unauthorized work stoppages which do not allow for such advance notification.

RULE 67 - SERVICES OTHER THAN REGULAR DUTIES

(a) Trainmen taken from their regular pool or assignment to perform any service other than that covered by their regular pool or assignment, will, for each day so used, be paid the rate and under the overtime conditions of the service performed, with not less than the earnings of their regular pool or assignment.

(b) Trainmen in regularly assigned or pool freight service, used on days they would make no time in their regular assignment or pool, and extra trainmen who perform service, will be paid the rate and under the overtime conditions applicable to the service performed.

RULE 68 - INTERCHANGE

(a) Yard crews may interchange cars and/or trains with a connecting carrier.

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

(c) If road crews referred to in paragraph (b) are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternate means of transportation will be provided.

(d) At designated interchange points the Corporation may specify such additional interchange track or tracks deemed necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

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

(f) Crews used in interchange service may be required to handle interchange to and from a connecting carrier without being required to run light in either direction.

(g) Work equities previously established between the employees of the Corporation and the employees of connecting carriers will be maintained, with the understanding that such equity arrangements will not prevent the Corporation from requiring crews to handle cars in both directions when making interchange movements. Where the Corporation and a connecting carrier are not now using crews in interchange in both directions and desire to do so, they may commence such service and will notify the General Chairmen involved to provide an opportunity for the General Committees to resolve any work equities. Resolution of work equities will not interfere with the operations or create additional expense to the Corporation. The Corporation will cooperate in providing the Committees involved with information that will assist in resolution of work equities.

(h) Nothing in this rule precludes the Corporation from making interchange movements over tracks of another carrier on which it has or may acquire rights to operate.

RULE 69 - PILOTS

(a) Conductor pilots will come from the ranks of trainmen. Supervisory employees or employees not coming under the scope of this agreement will not be used as conductor pilots when qualified conductor pilots are available.

(b) A trainman used on his assignment during his tour of duty to pilot an employee not qualified on the physical characteristics of the railroad will be paid at the conductor's rate of pay applicable to his assignment for his entire tour of duty.

(c) A trainman called to pilot an employee not qualified on the physical characteristics of the railroad will be paid at the conductor's rate of pay applicable to the class of service in which the pilot service is performed.

RULE 70 - USE OF COMMUNICATION SYSTEMS

(a) The use of communication systems including portable radios, pursuant to operating rules, is a part of the duties of trainmen.

(b) Portable radios purchased for the use of and carried by trainmen in yard and transfer service will not exceed 3 pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit it to be placed in coat or trouser pockets.

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

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

(e) At locations where radio is used, sufficient frequency channels will be utilized to provide safe communication.

(f) Radios will be available for use by all members of reduced train crews as provided in Rule 18, Crew Consist.

RULE 71 - REST PERIODS

Rest periods will be regulated in accordance with the Federal Hours of Service Law.

RULE 72 - CONSOLIDATIONS AND ALLOCATIONS

(a) When assignment, allocation, reallocation, reassignment or consolidation of work pursuant to Section 503 of the Regional Rail Reorganization Act, takes place, the parties will meet to determine an equitable allocation of work involved on a prior right seniority basis. The allocations will be determined on the basis of one or more of the work measurement factors listed below, but not limited to such factors:

1. Engine hours
2. Cars dispatched
3. Train miles and/or car miles
4. Track miles

(b) The Corporation will furnish all available data necessary for such allocation.

RULE 73 - WORK EQUITY AGREEMENTS

(a) Equity agreements made pursuant to Section 503 of the Regional Rail Reorganization Act of 1973, as amended, by reference are included as a part of this agreement and except as modified by this agreement will remain in effect.

(b) Except as modified by this agreement, work equity arrangements involving prior right and prior-prior right employees of former component carriers entered into before April 1, 1976 will remain in effect for such employees.

RULE 74 - FLAGGING SERVICE

(a) When it is necessary to provide flagging protection for train movements in the vicinity of construction or similar work being performed within switching limits, a trainmen in yard service will be used and compensated at the yard rate of pay.

(b) When it is necessary to provide flagging protection for train movements in the vicinity of construction or similar work outside of switching limits, a trainman in road service will perform the service and be compensated at the through freight rate of pay.

(c) When a single trainman is called to provide flagging protection, the conductor's rate of pay will apply. Additional trainmen called for the same assignment will be paid the brakeman's rate of pay.

NOTE: The location of the construction or similar worksite will determine whether road or yard trainmen will be used.

RULE 75 - WORK AND WRECK TRAIN SERVICE

(a) Regularly assigned or extra work trains will be manned by road crews paid the through freight rate of pay under the following conditions:

- (1) When working in road territory.
- (2) When working within yard territory where yard crews are not maintained.

(b) Regularly assigned and extra work trains will be manned by yard crews when working entirely within switching limits in yards where yard crews are maintained and will be paid the 5-day yard rate of pay.

(c) Regularly assigned and extra work trains will be manned by road crews when working partly in road territory and partly within switching limits where yard crews are employed and shall be paid the 5 day yard rate of pay.

NOTE: At yards where prior right or prior, prior right yard trainmen are employed in yard service the General Chairman or General Chairmen having jurisdiction and the highest appeals officer of the Corporation may agree to an equity arrangement for such yardmen when work trains work partly outside of switching limits and partly within switching limits.

(d) In addition to the work that other road freight crews may perform, road work train crews may run into and out of their initial terminal as necessary to set out and/ or pick up work train cars.

(e) The reference to "work trains" as used in this rule also applies to wreck trains, wire trains, snow removal trains, steam cranes.

(f) The yard starting time rule does not apply to work train service to be performed exclusively within switching limits. However, where practicable, yard crews will be called for work train service in accordance with the yard starting time rule.

RULE 76 - CALLED AND NOT USED

(a) Trainmen called and released after reporting for duty but prior to their on-duty time will be paid four hours and remain first out in the pool or on the extra list.

(b) Pool and extra trainmen called and released after reporting for duty but after their on duty time will be paid a minimum day's pay and be marked up at the bottom of the pool or extra list.

(c) Pay will be at the minimum rate provided for the services for which called.

(d) No payment will be due to trainmen who are notified before leaving their place of calling that they are not wanted for service.

RULE 77 - MARKING REST

Except as required by law, trainmen will not be permitted to mark off for rest at their away-from-home terminal.

RULE 78 - CAR RETARDER OPERATORS

(a) When car retarder operators are to be trained by the Corporation, the advertisement notice will contain the number of car retarder operators to be trained. Applications will be accepted from trainmen qualified to work in yard or road service as conductors and assignments will be made in seniority order from those who make application. The successful applicants will be trained for a period of time to be determined by the Corporation. If there are insufficient applicants or no applicants for advertised car retarder operator training, the junior trainmen, qualified to work in yard or road service as conductors at the location where the car retarder operator trainees are required will be assigned for training.

(b) Not more than two trainees will be permitted to qualify in a retarder tower on any one tour of duty.

(c) Training sessions will be scheduled for 8 hours per day, 5 days per week. Car retarder operator trainees will be paid at the rate of pay applicable to yard conductors.

(d) Each trainee who is qualified as a car retarder operator will be identified on the seniority roster by the letter "O" opposite his name. The seniority date of qualified car retarder operators will be the same as their trainman's date. Once qualified they may not voluntarily relinquish such qualifications.

(e) Qualification of car retarder operator trainees will be determined by an officer of the Corporation.

(f) If no bids are received for an advertised car retarder operator position, the junior qualified car retarder operator working as other than a car retarder operator in yard or road service at the location will be assigned. Car retarder operators who are force assigned will remain on the assignments until they are displaced. When a car retarder operator junior to those force assigned becomes available at the same location as the car retarder operator assignment that failed for bid, the most senior of the car retarder operators who was force assigned will be promptly notified and will have 24 hours after notification to elect to vacate the assignment and exercise seniority. If the assignment is vacated, the car retarder operator junior to the car retarder operator who was force assigned will be assigned to the vacated assignment. If the most senior car retarder operator who was force assigned elects to remain on his assignment, a junior car retarder operator who was also force assigned will be permitted to vacate his assignment and exercise seniority as outlined herein. Car retarder operators who are force assigned will be permitted to bid for any car retarder operator assignments.

(g) Twice each year the Corporation will arrange to advertise for car retarder operator trainees when car retarder operators have been force assigned at a location and a request is made by the Local Chairman having jurisdiction.

(h) Car retarder operators will be paid at straight time rate of pay for their lunch period time in addition to all other earnings of their assignment if humping operations are not suspended during their lunch period. They will be permitted to eat at the first opportunity and will be held responsible for their regular duties while eating.

(i) Day to day vacancies on car retarder operator positions will be filled in the following order:

1. The first available qualified car retarder operator on the yard extra list or combination yard-road extra list that

covers yard assignments where the car retarder operator vacancy exists.

2. The junior available qualified car retarder operator who is regularly assigned in yard service as other than a car retarder operator on the same tour of duty as the car retarder operator vacancy in the yard where the retarder tower is located.
3. The first available qualified car retarder operator marked up on the supplemental yard extra list that covers yard assignments where the car retarder operator vacancy exists.
4. The junior available qualified car retarder operator who is regularly assigned in yard service as other than a car retarder operator on the same tour of duty at the location.
5. The regularly assigned car retarder operator.

RULE 79 - RERAILING

When trainmen in road or yard service are properly authorized to handle blocking or rerailers in assisting Maintenance of Way or Maintenance of Equipment Department employees in rerailing engines and/or cars, they will be paid for the actual time consumed with a minimum of one hour in addition to their trip or tour of duty. This payment will not apply when trainmen merely pass signals to the engineer to rerail engines and/or cars without the assistance of M. of W. or M. of E. Department employees, or to trainmen who rerail cars they themselves derailed during their tour of duty.

RULE 80 - TRAIN ORDERS

A trainman may be required to copy train orders in connection with his own train at points where block operators are not on duty.

RULE 81 - POSTING CREW BOARDS

Crew boards showing the order in which crews are to go out will be maintained. At outlying points where a crew board attendant is not on duty throughout an entire day, arrangements will be made so that trainmen desiring information as to their standing on the crew board will be furnished such information.

RULE 82 - CALLING CREWS-COMBINATION ROAD-YARD EXTRA LISTS

(a) Trainmen on a combination road-yard extra list will be called not less than 1 hour and 30 minutes before they are required to report for service or deadhead. Where local conditions warrant, the Local Chairman and the designated Labor Relations officer may agree to a different calling time, subject to the approval of the General Chairman and the highest appeals officer of the Corporation.

(b) Extra trainmen who are first out and available will be called in turn for service or deadhead. If they do not have sufficient time under the Hours of Service Law to be called for service or deadhead, they will retain their standing on the extra list until called after their rest.

(c) After completing service at the terminal or upon completion of a deadhead back to the terminal where the extra list is located, extra trainmen must notify the crew dispatcher of their off duty time or their time of arrival in the terminal. They will then be marked up on the bottom of the extra list on the basis of their off duty time or their registered arrival time in the terminal.

(d) When two or more extra trainmen are called to report at the same time, one or more to deadhead and one or more to perform service, those standing first out will be called to deadhead.

(e) Extra trainmen will not be granted permission to mark off when called. Extra trainmen who miss out for other than outpost assignments will be held off of the list for 12 hours from the time they were called. At the expiration of the 12-hour period, they will be marked up on the bottom of the extra list.

(f) Extra trainmen who have worked 5 straight-time starts in yard service in their work week will not be called for yard service when other extra trainmen are available who have not worked 5 straight-time starts in yard service in their work week. They will retain their relative standing on the extra list and be considered available for calls in road service.

(g) When all available extra trainmen on the extra list have worked 5 straight-time starts in yard service in their work week and trainmen are needed for extra yard service, the available extra trainmen will be called in their turn.

(h) Regularly assigned trainmen in yard service at a location of a combination road-yard extra list who desire to be called for yard service on their rest days during the same shifts as their regular assignments, and trainmen on regular relief assignments with more than one shift who desire to be called for yard service on their rest days during the shift of the first day of their work week must make written application with the crew caller to be marked up on a supplemental list. Regularly assigned trainmen in yard service who mark up on a supplemental list must keep the crew caller advised of the reporting for duty time of their regular assignment.

(i) Trainmen will be called from the supplemental list for yard service during the same shift as their regular assignment when no extra trainmen are available on the combination road-yard list. If no trainmen are available on the supplemental list during the same shifts as their regular assignments, available trainmen on the supplemental list will be called provided such call would not prevent them from covering their regular yard assignment.

(j) When a supplemental list is first established, trainmen who make written application will be marked up on the list in seniority order. Thereafter, trainmen who make written application for such list will be marked up on the bottom. Marking up on a supplemental list is not an exercise of seniority except for standing as set forth in this paragraph.

(k) Trainmen on the supplemental list, when available under the Hours of Service Law, will be called first in, first out. Regularly assigned trainmen who miss a call off the supplemental list will be held off such list for the remainder of their rest days in that work week and then will be marked up on the bottom of the supplemental list.

(l) Except when they are on assigned vacation or authorized to be absent from duty, trainmen who are marked up on a supplemental list and miss out when called for two successive weeks will have their names removed from that list. They will not be permitted to make written application again for that list for 30 days.

(m) Trainmen who are called for service off a combination road-yard extra list or supplemental list will be paid on the basis of the road or yard service performed during their tour of duty.

RULE 83 - CALLING TRAINMEN - OUTPOST ASSIGNMENTS

(a) When a trainman's vacancy occurs on an outpost assignment it shall be filled from the designated trainmen's extra list.

(b) When an extra trainman is called to cover a vacancy on a regular or extra outpost assignment, he shall cover the assignment until the continuity of the vacancy is interrupted by a rest day or an annulment or until the vacancy ends, but not to exceed 7 days. The extra trainman shall then be relieved and returned to the extra list from which he was called. The interruption of a vacancy by a rest day or an annulment does not end the vacancy for application of deadhead payments. Deadhead payment shall be allowed only for the first trip to the outpost location and for the last trip from the outpost location for each 7-day period of the vacancy.

(c) Suitable lodging facilities shall be provided at the location of an outpost assignment consistent with Rule 55(d). Disputes concerning suitable lodging facilities at the location of an outpost assignment shall be handled between the General Chairman or General Chairmen and the highest appeals officer of the Corporation. Where local conditions make it impracticable to provide suitable lodging at an outpost location for the duration of the vacancy, as outlined in paragraph (b), the Labor Relations officer and the Local Chairman having jurisdiction may make alternate arrangements subject to the approval of the General Chairman or General Chairmen and the highest Labor Relations officer.

(d) When outpost assignments are less than 30 miles from the terminal limits of the location where the extra list from which called is maintained, the trainman filling the vacancy shall be allowed a travel allowance in accordance with Rule 62.

(e) Any extra trainman who misses a call for an outpost assignment and any extra trainman who marks off for any reason when called for an outpost assignment shall be held off the extra list and shall not be permitted to mark up for duty for a minimum period of 24 hours computed from the time called. If the continuity of the vacancy on the outpost assignment has not been interrupted at the time the first extra trainman missing the call marks up for duty he shall be required to mark up on the assignment for which he was originally called subject to the provisions of paragraph (b) and without any additional expense to the Corporation. If he marks up on the last work day before a rest day, an annulment, or the end of the vacancy too late to cover the outpost assignment, he shall be marked up on the extra list behind the extra trainman who covered the vacancy in his place.

(f) An extra trainman who is granted permission to mark off while covering an outpost assignment and again marks up for duty before the continuity of the vacancy has been interrupted or before the vacancy has ended must return to the outpost assignment for which he was originally called without any additional expense to the Corporation. If he marks up on the last work day before a rest day, an annulment, or the end of the vacancy too late to cover the outpost assignment, he shall be marked up on the extra list behind the extra trainman who covered the vacancy in his place.

(g) Outpost assignments known to be vacant for more than 5 days may be taken and filled on the first day or thereafter by the senior trainman making application in writing.

RULE 84 - MISHANDLING

(a) When a trainman on an extra list or in a pool, other than a unit type pool, is first out and available and he is not called for service in his proper turn, he will remain first out and be paid on a minute basis from the reporting for duty time of the assignment for which he should have been called until the reporting for duty time of the assignment for which he is subsequently called with a maximum of 8 hours.

(b) When a unit type pool crew is first out and available and it is not called in its proper turn, it will remain first out and be paid on a minute basis from the reporting for duty time of the assignment for which it should have been called until the reporting for duty time of the assignment for which it is subsequently called with a maximum of 8 hours.

(c) When a trainman in a unit type pool is to be called with his specific crew for an assignment and he is not called for service in his proper turn and his crew works without him, he will be paid the earnings of the assignment for which not called and be marked up with his crew when they return.

(d) When a trainman is called for one assignment and is placed on another, his time on duty will begin with the reporting time of the earlier of the two assignments.

(e) Payment in accordance with one paragraph of this rule precludes payment in accordance with the others for the same occurrence.

RULE 85 - PROBATIONARY PERIOD OF EMPLOYMENT

The application for employment of a new trainman will be approved or disapproved within a probationary period of 60 days following the day he first performs service with the Corporation. An application that is rejected within such period will result in termination of employees relationship with the Corporation without disciplinary procedures.

RULE 86 - EMPLOYEE INFORMATION

The General Chairman will be furnished with a list of trainmen who are hired or terminated, their home addresses and Social Security Numbers, if available, otherwise their identification numbers. This information will be furnished within 30 days after the month in which the trainmen are hired or terminated. When the 30-day requirement cannot be met the General Chairman will be notified.

RULE 87 - CHANGING SWITCHING LIMITS

(a) The trainmen involved and the Corporation being desirous of cooperating in order to meet conditions to the end that efficient and adequate switching service may be provided and/or industrial development facilitated, adopt the following:

- (1) Where the Corporation considers it advisable to change existing switching limits where yard crews are employed, it shall give notice in writing to the General Chairmen of such intention, whereupon the Corporation and the

General Chairmen will, within 30 days, endeavor to negotiate an understanding. In the event the Corporation and the General Chairmen cannot agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following date of last conference. The decision of the Arbitration Board will be made within 30 days thereafter. The award of the Board will be final and binding on the parties and will become effective thereafter upon 7 days' notice by the Corporation.

- (2) This rule will not affect the changing of switching limits at points where no yard crews are employed.

RULE 88 - ESTABLISHING EXTRA LISTS AND FREIGHT POOLS

(a) The following shall govern when an extra list or freight pool is to be established within 50 miles of an existing extra list or freight pool:

1. Ten (10) days prior to the advertisement notice the Local Chairman or Local Chairmen having jurisdiction shall be notified in writing of the location where the extra list or freight pool is to be established and the reasons therefor.
2. There must be sufficient work to justify the employment of at least two extra trainmen or two pool crews to protect the service.
3. If the establishment of the pool or extra list creates a situation where employees, who are assigned to such pool or extra list during a period of 12 months from the date the pool or extra list is established, are required to travel a greater distance from their place of residence to the location of the newly established pool or extra list, such employees shall be allowed a travel allowance. Such allowance shall be based on the Corporation's authorized automobile mileage allowance for the additional miles traveled. The allowance provided for herein shall be paid only during the period of 12 calendar months from the date the pool or extra list is established.

(b) When an extra list or freight pool is to be established in excess of 50 miles from an existing extra list or freight pool, the following shall govern:

1. The Labor Relations officer shall notify the Local Chairman or Local Chairmen having jurisdiction, in writing, of the location where the extra list or freight pool is to be established, and the reasons therefor.
2. There must be sufficient work to justify the employment of at least two extra trainmen or two pool crews to protect the service.
3. Establish reasonable conditions concerning moving benefits or a reasonable travel allowance for a period not to exceed 12 months to apply to employees who may be directly affected because of the establishment of the extra list or freight pool.
4. If the Local Chairman or Local Chairmen having jurisdiction and the Labor Relations officer cannot agree on the conditions set forth in (b)(3) within 30 days from the date of the initial notice to the Local Chairman or Local Chairmen, the subject may be forwarded to the next level of appeal.
5. If the General Chairman or General Chairmen having jurisdiction and the highest appeals officer of the Corporation cannot agree within 90 days from the date of the initial notice to the Local Chairman or the Local Chairmen, the subject may be submitted to arbitration as provided for in the Railway Labor Act, as amended. The decision of the Arbitration Board shall be made within 30 days thereafter. The award of the Board will be final and binding on the parties and will become effective thereafter upon 7 day's notice by the Corporation.

RULE 89 - ESTABLISHING TERMINALS

(a) The following shall govern when a terminal is to be established within 50 miles of an existing terminal:

1. Ten (10) days prior to the advertisement notice the Local Chairman or Local Chairmen having jurisdiction shall be notified in writing of the location where the terminal is to be established and the reasons therefor.
2. There must be sufficient work to justify the employment of one or more crews to protect the service.
3. If the establishment of the terminal creates a situation where employees, who are assigned to such terminal during a period of 12 months from the date the terminal is established, are required to travel a greater distance from their place of residence to the location of the newly established terminal, such employees shall be allowed a travel allowance. Such allowance shall be based on the Corporation's authorized automobile mileage allowance for the additional miles traveled. The allowance provided for herein shall be paid only during the period of 12 calendar months from the date the terminal is established.

(b) When a terminal is to be established in excess of 50 miles from an existing terminal, the following shall govern:

1. The Labor Relations officer shall notify the Local Chairman or Local Chairmen having jurisdiction, in writing, of the location where the terminal is to be established, and the reasons therefor.
2. There must be sufficient work to justify the employment of one or more crews to protect the service.
3. Establish reasonable conditions concerning moving benefits or a reasonable travel allowance for a period not to exceed 12 months to apply to employees who may be directly affected because of the establishment of the terminal.
4. If the Local Chairman or Local Chairmen having jurisdiction and the Labor Relations officer cannot agree on the conditions set forth in (b)(3) within 30 days from the date of the initial notice to the Local Chairman or Local Chairmen, the subject may be forwarded to the next level of appeal.

5. If the General Chairman or General Chairmen having jurisdiction and the highest appeals officer of the Corporation cannot agree within 90 days from the date of the initial notice to the Local Chairman or the Local Chairmen, the subject may be submitted to arbitration as provided for in the Railway Labor Act, as amended. The decision of the Arbitration Board shall be made within 30 days thereafter. The award of the Board will be final and binding on the parties and will become effective thereafter upon 7 day's notice by the Corporation.

RULE 90 - CONSOLIDATING EXTRA LISTS AND POOLS

(a) The Corporation may consolidate extra lists and/or freight pools within the same seniority district at locations where more than one extra list or freight pool is maintained when it considers it advisable in order to improve its operation or to provide maximum employment for trainmen. Such consolidations may include the combining of two or more yard or road extra lists or two or more freight pools. The provisions of this rule are not intended to preclude more than one extra list or freight pool as a source of supply when work patterns and operations make it necessary to have more than one extra list or freight pool at such a location.

NOTE: The Corporation shall provide all the necessary crew data in order to insure the consolidation is achieved on the basis of an equitable allocation of the prior right or other work accruing to the consolidated extra list or freight pool.

(b) At locations where it is intended to consolidate extra lists or freight pools as provided in paragraph (a), the Labor Relations officer shall give written notice to the Local Chairman or Local Chairmen having jurisdiction of the Corporation's intention to do so. Within 10 days after the receipt of such written notice such parties shall meet to discuss the proposed consolidation. If said parties are unable to agree, the Labor Relations officer or the Local Chairman or Local Chairmen may forward the matter to the General Chairman or General Chairmen having jurisdiction for further handling with the highest appeals officer of the Corporation.

(c) If the General Chairman or the General Chairmen having jurisdiction and the highest appeals officer of the Corporation cannot agree within 90 days of receipt of the initial notice to the Local Chairman or

Local Chairmen, the matter of disagreement may be advanced by either party for final and binding determination in accordance with the procedures contained in the Railway Labor Act, as amended.

(d) When a consolidation of an extra list or freight pool requires a conductor to operate on territory over which he was not previously required to be qualified on the physical characteristics, he shall be permitted to become qualified over such territory and shall be compensated on an hourly basis at the straight time basic through freight rate of pay for each day spent in qualifying with a minimum of 8 hours. The maximum number of days for which a conductor who is engaged in qualifying as a result of such a consolidation may be compensated shall be determined by the Division Superintendent and the General Chairman or General Chairmen. The manner in which a conductor receives his training to become qualified on the necessary physical characteristics may be determined by the Corporation. Upon completion of the designated training time, the conductors shall be required to pass an examination on the physical characteristics of the railroad involved.

RULE 91 - TIME LIMIT ON CLAIMS AND PROCEDURES FOR HANDLING

(a) A claim for compensation alleged to be due may be made by a trainman or, on his behalf, by a duly accredited representative, and must be submitted in writing, in duplicate, to the officer of the Corporation designated to receive time claims, not later than 30 days from the date of occurrence on which the claim is based. The representative of the Corporation, who receives the time claim must acknowledge receipt by dating, signing and returning the duplicate copy to the claimant or the duly accredited representative who submitted the claim.

(b) If a claimant is absent because of sickness, temporary disability, or vacation, the 30-day time limit shall be extended by the number of days of such absence.

(c) In order for a claim to be considered, the individual who files the claim, either the claimant or his duly accredited representative must furnish sufficient information on the time slip to identify the basis of claims, such as but not limited to:

1. Name, occupation, employee number, division.
2. Train symbol or job number.
3. On and off duty time.

4. Date and time of day work was performed.
5. Location and details of work performed for which claim is filed.
6. Upon whose orders work was performed.
7. Description of instructions issued to have work performed.
8. Claims being made, including rule under which claimed and reason supporting claims.

Items normally associated with the service time slip, such as car count, conversion, deadheading, held away from home terminal, meal allowance, and terminal delay, shall continue to be submitted, as part of the service time slip.

(d) If a claim for compensation alleged to be due is not submitted in the manner set forth and prescribed in paragraphs (a) and (c) above, such claims shall not be entertained nor allowed. The improper submission of one claim shall not invalidate other claims of like or similar nature.

(e) When a claim for compensation alleged to be due, presented in accordance with this rule, is not allowed, or should payment be made for less than the full amount claimed, the claimant shall be informed of the decision and reason therefor, within 80 days from the date the claim is received. When not so notified, the claim shall be allowed, but such payment shall not validate any other such claims nor shall such payment establish any precedent.

(f) A claim for compensation, properly submitted, which has been denied, shall be considered closed unless the Local Chairman, within 80 days from the date of denial, lists the claim in writing for discussion with the Labor Relations officer. When a claim for compensation is denied following such discussion, the Labor Relations officer shall notify the Local Chairman in writing within 60 days from the date of such discussion. When not so notified, the claim shall be allowed as presented but such payment shall not validate any other such claims nor shall such payment establish any precedent.

(g) A claim for compensation denied in accordance with paragraph (f) above shall be considered closed unless, within 60 days from the date of the denial, the Local Chairman presents a written request to the Labor Relations officer for a Joint Submission.

(h) A Joint Submission shall consist of a Subject which shall be the claim as submitted to the Labor Relations officer, a Joint Statement of

Agreed Upon Facts, a Position of Employees and a Position of the Corporation.

If the parties are unable to agree upon a Joint Statement of Agreed Upon Facts, the Local Chairman may progress the claim as an Ex Parte Submission. An Ex Parte Submission shall consist of a Subject which shall be the claim as submitted to the Labor Relations officer, a Statement of Facts and a Position of the Employees.

(i) (1) When a Local Chairman makes a request for a Joint Submission, he shall prepare a proposed Joint Statement of Facts together with the Position of the Employees and submit it to the Labor Relations officer. If the proposed Joint Statement of Facts meets with the approval of the Labor Relations officer, the Labor Relations officer shall complete the Joint Submission within 60 days from the date of receipt of the proposed Joint Statement of Agreed Upon Facts, by including the Position of the Corporation. Three copies of the completed Joint Submission shall be furnished to the Local Chairman. Failure to complete the Joint Submission within the time limit set forth, the specific claim shall be allowed as presented but such payment shall not validate any other such claims nor shall such payment establish any precedent.

(2) If the proposed Joint Statement of Facts does not meet with the approval of the Labor Relations officer, the Labor Relations officer shall submit a revised proposed Joint Statement of Agreed Upon Facts to the Local Chairman. If the Local Chairman agrees with the revised proposed Joint Statement of Facts, he shall notify the Labor Relations officer accordingly. The Labor Relations officer shall complete the Joint Submission within 60 days from the date of receipt of the approval of the Joint Statement of Agreed Upon Facts, by including the Position of the Corporation, and furnish three copies of the completed Joint Submission to the Local Chairman. Failure to complete the Joint Submission within the time limit set forth, the specific claim shall be allowed as presented but such payment shall not validate any other such claims nor shall such payment establish any precedent.

(3) If the Local Chairman does not agree with the proposed revised Statement of Facts submitted to him by the Labor Relations officer and the claim is to be progressed as an Ex Parte Submission, the Local Chairman shall so notify the Labor Relations officer in writing within 15 days from the date the Labor Relations officer forwarded the proposed revised Statement of Facts to the Local Chairman. The Local Chairman shall complete and submit three copies of the Ex Parte Submission to the Labor Relations officer within 30 days from the date of

his notification to the Labor Relations officer of his intent to progress an Ex Parte Submission. Failure to complete the Ex Parte Submission within the time limit set forth herein, the claim shall be considered closed.

(j) The General Chairman shall have 60 days from the date on which the Joint Submission or Ex Parte Submission is completed in which to list the claim, in writing, with the highest appeals officer, for discussion. If the claim is not listed within 60 days from the date the submission is completed, the claim shall be considered closed.

(k) When a claim for compensation properly progressed in accordance with this rule is not allowed following discussion between the General Chairman and the highest appeals officer, the highest appeals officer shall notify the General Chairman of his decision, in writing, within 90 days from the date of such discussion. When not so notified the claim shall be allowed as presented but such payment shall not validate any other such claims nor shall such payment establish any precedent.

(l) The decision of the highest appeals officer of the Corporation shall be final and binding unless within 6 months from the date of that decision the highest appeals officer is notified in writing that his decision is not accepted. In the event of such notification, the claim shall become invalid unless, within one year from the date of the decision by the highest appeals officer, the claim is disposed of on the property or submitted to a tribunal having jurisdiction pursuant to law or agreement, unless the parties mutually agree to other proceedings for final disposition of the claim.

(m) The time limit provisions in this rule may be extended at any level of handling in any particular claim by mutual consent of the duly authorized officer of the Corporation and the representative of the Organization.

(n) The time limits set forth herein do not apply in discipline cases, except as specifically provided in paragraph (i) of Rule 93.

RULE 92 - ITEMIZED STATEMENT OF EARNINGS

(a) Trainmen will furnish all information required on timeslips so that proper identification of payments can be made.

(b) An itemized statement of the trainman's daily earnings for each pay period will be furnished with the trainman's pay draft. A brochure

type pamphlet containing applicable codes will be provided each trainman to enable him to determine what payments were made for each date. The itemized statement will be substantially in the form below.

(c) The requirement for initial denial of monetary claims for compensation alleged to be due in accordance with paragraph (e) of Rule 91 will be satisfied when a monetary claim is identified and disallowed on an itemized statement of earnings form issued within the time limit specified in Rule 91. If a trainman feels he has been improperly paid on the itemized statement of daily earnings form he will submit his claim or grievance to the Local Chairman for appeal handling in accordance with paragraph (f) of Rule 91.

(d) The itemized statement of daily earnings form will serve as notification of payment of claims and no further notification will be required.

(e) If a trainman has timely submitted a service timeslip to be paid in a current payroll period and no payment has been made he may file a pay shortage claim. A separate voucher for a pay shortage will be promptly issued upon request when the pay shortage is one day's pay or more. Payments for a pay shortage of less than one day's pay will be included in the regular pay draft.

(f) Trainmen should use the itemized statement of daily earning as the basis for reporting any overpayments.

**CONSOLIDATED RAIL CORPORATION
MOCK T&E EARNINGS ABSTRACT/DECLINATION
BI-WEEKLY PAY PERIOD**

**A. B. JONES
JACKSON**

**2108
MS**

**DISTRICT 7
39205**

D A T E	AUDIT NOS.	RUN NO.	ST. TIME PAID	O' TIME PAID	OTH. TIME PAID	TOTAL AMOUNT	TOTAL HOURS	REMARKS
"	0637	1257	85.00	.00	10.00	95.00	13.2	
"	0637	1257					.5	DECL. 70
"	0637	1257					.4	DECL. 04
"	0062	1510	64.49	2.50	.00	66.99	8.3	
"	0062	1510					.0	DECL. 83
"	0012	1009	59.75	.00	.00	59.75	6.3	
"	0012	1009					.0	DECL. 88
"	0043	1234	60.00	10.00	7.00	77.00	10.5	
"	0043	1234					.0	DECL. 87
"	0089	1621	64.45	12.00	.00	76.45	9.8	
"	0089	1621					.3	DECL. 83
"	0089	1621					.0	DECL. 85
"	1015	1240	75.00	.00	7.00	82.00	11.2	
"	1015	1240					1.0	DECL. 82
"	0008	1259	65.00	.00	2.35	67.35	8.3	
"	0008	1259					.5	DECL. 36
"	0032	1242	60.00	.00	.00	60.00	8.0	
"	0032	1242					.0	DECL. 89
"	3002						.0	DECL. 86
"	3003						.0	DECL. 84
"	3003						.0	DECL. 85
			533.69	24.50	26.35	584.54	75.60**	

**** Only hours and minutes actually paid for are included in this total.**

RULE 93 - DISCIPLINE AND INVESTIGATION

(a) Except as provided in paragraph (c), no trainman will be disciplined, suspended or dismissed from the service until a fair and impartial formal investigation has been conducted by an authorized Corporation officer.

(b) (1) Except when a serious act or occurrence is involved, a trainman will not be held out of service in disciplinary matters before a formal investigation is conducted. A serious act or occurrence is defined as: Rule "G", Insubordination, Extreme Negligence, Dishonesty.

(2) If a trainman is held out of service before a formal investigation for other than a serious act or occurrence, he will be paid what he would have earned on his assignment had he not been held out of service beginning with the day he is taken out of service and ending with the date the decision is rendered or he is returned to service, excluding the day of the formal investigation, whether or not he is disciplined. Holding a trainman out of service before a formal investigation or paying him for being out of service for less than a serious act or occurrence is not prejudging him.

(c) Formal investigations, except those involving a serious act or occurrence, may be dispensed with should the trainmen involved and/or the Local Chairman and an authorized officer of the Corporation, through informal handling, be able to resolve the matter to their mutual interests. Requests for informal handling must be made at least 24 hours before a formal investigation is scheduled to begin. No formal transcript, statement or recording will be taken at the informal handling. When a case is handled informally and the matter of responsibility and discipline to be assessed, if any, is resolved, no formal investigation will be required. A written notice of the discipline assessed and the reason therefore will be issued to the trainmen responsible, with a copy to the Local Chairman, if he participated in the informal handling, at the conclusion of the informal handling. Discipline matters resolved in accordance with this paragraph are final and binding.

(d) (1) A trainman directed to attend a formal investigation to determine his responsibility, if any, in connection with an act or occurrence will be notified in writing within 10 days from the date of the act or occurrence or in cases involving dishonesty, criminal or moral offenses, or letters of complaint within 10 days from the date the Division Superintendent becomes aware of such act or occurrence. The notice will contain:

- (A) The time, date and location where the formal investigation will be held.
- (B) The date, approximate time and the location of the act or occurrence.
- (C) A description of the act or occurrence which is the subject of the investigation.
- (D) A statement that he may be represented by his duly accredited representative of the United Transportation Union.
- (E) The identity of witnesses directed by the Corporation to attend.

(2) When a letter of complaint against a trainman is the basis for requiring him to attend the formal investigation, the trainman will be furnished a copy of the written complaint together with the written notice for him to attend the investigation.

(e) (1) The investigation on any matter must be scheduled to begin within 10 days from the date the notice of the investigation is mailed to the trainman.

(2) A trainman who may be subject to discipline will have the right to have present desired witnesses who have knowledge of the act or occurrence, to present testimony, and the Corporation will order employee witnesses to be in attendance.

(3) The time limit is subject to the availability of the principal(s) involved and witness(es) to attend the formal investigation and may, by written notice to the trainmen involved, be extended by the equivalent amount of time the principal(s) involved or necessary witnesses are off duty due to sickness, temporary disability, discipline, leave of absence or vacation.

When a trainman is being held out of service for a serious act or occurrence pending the investigation and other principal(s) or witness(es) are not available for the reasons cited, he may request commencement of the investigation. If either the trainman or the Corporation officer is of the opinion that the testimony of the unavailable principal(s) or witness(es) is necessary for the final determination of the facts and discipline has been assessed against the trainman as a result of

the investigation, such discipline will be reviewed when the testimony of the missing principal(s) or witness(es) is available.

(4) When a formal investigation is not scheduled to begin within the time limit as set forth in this rule, no discipline will be assessed against the trainman.

(5) A trainman who may be subject to discipline and his representative will have the right to be present during the entire investigation. Witnesses appearing at the request of the Corporation at a formal investigation will be called upon prior to the trainman subject to discipline and those witnesses testifying in his behalf. Witnesses may be examined separately but those whose testimony conflicts will be brought together.

(f) When a trainman is assessed discipline, a true copy of the investigation record will be given to the trainman and to his duly accredited representative.

(g) If discipline is to be imposed following a formal investigation, the trainman to be disciplined will be given a written notice of the decision within 15 days of the date the formal investigation is completed. The written notice will be issued at least 15 days prior to the date on which the discipline is to become effective except that in cases involving serious acts or occurrences, discipline may be effective upon receipt of the notice of discipline.

(h) (1) When a trainman or his duly accredited representative considers the discipline imposed unjust and has appealed the case in writing to the Labor Relations officer having jurisdiction within 15 days of the date the trainman is notified of the discipline, the trainman will be given an appeal hearing.

(2) The hearing on an appeal, if requested, will be granted within 15 days of the Labor Relations officer's receipt of the request for an appeal hearing.

(3) Except when discipline assessed is dismissal, or when a trainman has been held out of service under paragraph (b) and assessed discipline, this appeal will act as a stay in imposing the discipline until after the trainman has been given an appeal hearing.

(4) At appeal hearings, a trainman may, if he desires to be represented at such hearings, be accompanied by his duly accredited representative.

(5) The Labor Relations officer having jurisdiction will advise the trainman of the decision, in writing within 15 days of the conclusion of the appeal hearing, with a copy to the Local Chairman. If the decision is to the effect that the discipline will be imposed, either in whole or for a reduced period, the stay referred to in paragraph (h)(3) will be lifted and the discipline will be effective on the day following the day the trainman is notified of the decision.

(i) Further appeal will be subject to the procedural provisions of paragraphs (g), (h), (i), (j) and (k) of Rule 91, except that in appealing cases involving the discipline of dismissal, the General Chairman must, within 60 days after the date the decision is rendered by the Labor Relations officer, make an appeal in writing to the highest appeals officer of the Corporation requesting either, that he be given a written response or that the case be held in abeyance pending discussion in conference with the highest appeals officer of the Corporation. When a written response is requested, the highest appeals officer of the Corporation will give written notification of his decision to the General Chairman within 60 days after the date of his receipt of the appeal. When a request is made for the case to be held in abeyance pending discussion in conference, the conference will be arranged within 60 days after the highest officer of the Corporation receives the request for a conference. The highest appeals officer of the Corporation will give written notification of his decision to the General Chairman within 60 days after the date of the conference.

(j) The decision of the highest appeals officer of the Corporation will be final and binding unless within 60 days after the date of the written decision, that officer is notified in writing that his decision is not accepted. In the event of such notification, the decision is still final and binding unless the case is submitted to a tribunal having jurisdiction pursuant to law within 6 months computed from the date the decision was rendered.

(k) (1) Time limits provided for in this rule may be extended or waived by agreement in writing between the applicable officer of the Corporation and the trainman's Local or General Chairman.

(2) If discipline assessed is not appealed within the time limits set forth in this rule or as extended, the decision will be considered

final. If the decision on the appeal is not rendered within the time limits set forth in this rule or as extended, the discipline assessed will be expunged.

(l) When notification in writing is required, personal delivery or proof of mailing within the specific time limit will be considered proper notification.

QUESTIONS AND ANSWERS

Q-1. Re (b)(1). What is meant by the term "Extreme Negligence?"

A. The right of Management to remove a trainman from service allegedly involved in extreme negligence must be used sparingly and duly confined to transgressions of high risk or danger so that Management can say with justification that, notwithstanding the sanctity of the provisions of this Rule, the protection of life and limb of affected employees and protection of Corporation property or property entrusted to custody of the Corporation, cry out or demand, the immediate removal of the trainman.

Q-2. What types of discipline may be assessed?

A. Reprimand, deferred suspension, actual suspension, and dismissal; each may be assessed individually but they may not be used in combination.

Q-3. If the discipline assessed is deferred suspension, when will a trainman be required to serve the deferred suspension?

A. A trainman will be required to serve the deferred suspension only if he commits another offense for which discipline by suspension, actual or deferred, is subsequently imposed within the succeeding six (6) month period.

Q-4. Will only one investigation be held when more than one employee is involved in the same occurrence or offense?

A. Yes, whenever all involved are available.

**RULE 94 - EXPEDITED HANDLING OF DISCIPLINARY MATTERS
AND/OR OTHER MATTERS OF MAJOR IMPORTANCE**

(a) Disciplinary matters involving actual suspension in excess of 30 days or dismissal may be handled before the Special Board of Adjustment created by Appendix "B".

(b) Other matters considered by either party to be of major importance may also be handled by said Board.

RULE 95 - EXAMINATIONS

(a) Trainmen shall be required to take examinations connected with their duties as trainmen. Such examinations may be written or oral and include promotion examinations, physical examinations, territorial qualification examinations, and service examinations (on the Operating Rules, Safety Rules, and air brake and other equipment rules).

(b) To the extent practicable, the Corporation shall schedule required examinations other than physical examinations so that trainmen may arrange to take them without loss of time. Unless otherwise specified by the Corporation, trainmen shall arrange to schedule their own physical examinations.

(c) Subject to the exceptions listed below, a trainman required to attend an examination shall be paid from the time he reports for the examination until he is released from it on a minute basis at 1/8 of the straight time rate applicable to the last service performed.

Exceptions:

- (1) Examinations during the first year of employment.
- (2) One examination on the Operating Rules each calendar year.
- (3) One examination on air brake or other equipment rules each calendar year.
- (4) Promotion examinations.
- (5) Physical examinations, including vision and hearing examinations.

RULE 96 - PHYSICAL DISQUALIFICATION

(a) When a trainman has been physically disqualified he shall be furnished a copy of the medical report containing the reason for disqualification.

(b) When a trainman has been physically disqualified and a physician of his choice disputes the medical diagnosis of the Corporation which resulted in the trainman's disqualification, such disqualification may be appealed and a request made for an examination by a neutral physician. The request for a neutral physician must be made by the General Chairman to the highest appeals officer of the Corporation. A copy of the findings of the trainman's personal physician must accompany such request. The neutral physician shall be a specialist in the field involved in the disqualification, and shall be selected by a physician designated by the trainman through his General Chairman and a physician designated by the Corporation. To the extent practical the neutral physician and the examination shall be at a location convenient to the trainman.

(c) The trainman shall be examined by the neutral physician who shall report his findings in writing to the physician designated by the General Chairman and to the Regional Medical Officer of the Corporation. The findings of the neutral physician shall be final and binding. If the neutral physician finds that the diagnosis of the Corporation physician is not correct, the trainman shall be returned to service promptly after the report is received by the Corporation.

(d) A physically disqualified trainman who is returned to service on the basis of the decision of the neutral physician shall be paid for time lost due to his disqualification computed from the date of receipt of written medical report from the trainman's physician by the highest appeals officer of the Corporation. The General Chairman and the highest appeals officer of the Corporation shall determine the payment to be made for time lost if the physically disqualified trainman performed compensated service on an irregular basis during the 6 month period before his disqualification.

(e) A trainman who has accepted physical disqualification or who was found to be properly disqualified by a neutral physician may, if there has been a change in his physical condition as evidenced by a report of his personal physician, request a reexamination. There shall be no claim for

time lost in such case unless the Corporation refuses to grant the re-examination or there is unreasonable delay in applying the terms of this rule.

(f) The Corporation shall pay its physician, and the trainman shall pay the physician he designates. The expense of the neutral physician, including such X-ray and laboratory examinations as he may require, shall be divided equally between the Corporation and the trainman involved.

(g) Should a trainman fail to pass the indoor color perception test and such test has not conclusively proved that the trainman is not qualified for service, he shall, upon request of the Local Chairman, be given field tests by a proper officer of the Corporation. Such tests may be witnessed by the Local Committee or Committees. The field tests shall consist of such examinations and shall be conducted in such manner as the Management thinks necessary to establish to its satisfaction that the trainman is fit to perform the duties of his assignment safely and adequately. The tests shall include the perception of the colors of the flags, lamps and signals that are used in the operation of trains and in switching service, and the tests shall be conducted, as nearly as practicable, under the varying conditions under which road and yard trainmen work.

RULE 97 - PLACEMENT OF PHYSICALLY RESTRICTED TRAINMEN

The Local Chairman or Local Chairmen having jurisdiction and the Labor Relations officer will cooperate to find suitable employment for partially disabled trainmen, if practicable, when they can perform work that does not incur danger to themselves, other employees, the public or the Corporation's property.

RULE 98 - LEAVE OF ABSENCE

(a) Trainmen shall be allowed up to 30 days off duty upon receipt of permission from the proper official of the Corporation. Trainmen must request written leave of absence when they are to be off duty for more than 30 consecutive days.

(b) A written leave of absence without impairment of seniority shall be granted upon request to a trainman for the following reasons:

- (1) To accept an official position with the Corporation, another railroad company or related national railroad agencies.
- (2) To perform Union committee work or to accept full time Union position.
- (3) To accept an elective or appointive public office for which a competitive examination is not required.
- (4) To accept an appointive public office for which a competitive examination is required if such public office is related to railroad work.

(c) A trainman granted a leave of absence in accordance with paragraph (b), (1) or (2) shall be granted that leave of absence for the duration of the assignment.

(d) Upon request, a trainman shall be granted a written leave of absence to perform military service in accordance with current applicable reemployment statutes.

(e) A request for a leave of absence for reasons other than those outlined in paragraphs (b) and (d) shall be considered only when the requirements of the service permit. If a request for a leave of absence is denied, the General Chairman shall, upon request, be advised the reason for denial.

(f) A request for a leave of absence or for an extension must be made in writing to the highest appeals officer of the Corporation, with a copy to the General Chairman.

(g) Except as set forth in paragraphs (c) and (d), no leave of absence or extension thereof shall exceed one year.

(h) A trainman who fails to report for duty within 15 days after the expiration of an authorized leave of absence or an extension thereof or fails to furnish satisfactory reason for not doing so shall have his seniority terminated and record closed. A trainman whose seniority has been terminated may, through his General Chairman, appeal such termination to the highest appeals officer within 30 days of the notice of termination.

(i) A trainman granted a leave of absence under paragraph (b), (1) or (2) shall be required to return to duty in the craft within 60 days after being relieved of his assignment, or he shall be subject to conditions set forth in paragraph (h).

(j) A trainman who absents himself without a written authorized leave of absence as provided in this rule shall have his seniority terminated.

(k) A leave of absence is not required when a trainman is unable to perform service for the Corporation due to a bonafide sickness or injury.

(l) A trainman absent in accordance with paragraph (a) who engages in other employment shall forfeit all of his seniority under this agreement.

RULE 99 - HEALTH AND WELFARE

The Health and Welfare Agreement dated March 1, 1968, and the Agreement dated January 29, 1975, establishing a Dental Plan effective March 1, 1976, and any extension or modification thereof by constituted authority of the United Transportation Union and the Corporation are hereby made a part of this agreement.

RULE 100 - INJURY BENEFITS - OFF-TRACK VEHICLES

(a) Where trainmen sustain personal injuries or death while riding in, boarding, or alighting from off-track vehicles authorized by the Corporation and are:

- (1) deadheading under orders or,
- (2) being transported at Corporation expense,

the Corporation will provide and pay such trainmen, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this rule.

(b) In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits

set forth in subparagraphs (1), (2) and (3) below, the Corporation will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the Corporation, the following benefits:

(1) Accidental Death or Dismemberment

The Corporation will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (2):

Loss of Life	\$150,000
Loss of Both Hands	150,000
Loss of Both Feet	150,000
Loss of Sight of Both Eyes	150,000
Loss of One Hand and One Foot	150,000
Loss of One Hand and Sight of One Eye	150,000
Loss of One Foot and Sight of One Eye	150,000
Loss of One Hand or One Foot or Sight of One Eye	75,000

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

No more than \$150,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

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

(3) Time Loss

The Corporation will provide a trainman who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the trainman's basic full-time weekly compensation from the Corporation for time actually lost, subject to a maximum payment of \$150.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment will be reduced by such amounts as the trainman is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

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

(c) Payment in Case of Accidental Death:

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

(d) Exclusions:

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

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane.
- (2) Declared or undeclared war or any act thereof.

- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound.
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or an employee passenger who is under the influence of alcohol or drugs who in any way contributes to the cause of the accident.
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test.
- (6) While a trainman is commuting to and/or from his residence or place of business.
- (e) Offset:

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

(f) Subrogation:

The Corporation shall be subrogated to any right of recovery a trainman or his personal representative may have against any party for loss to the extent that the Corporation has made payments pursuant to this rule.

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

"In consideration of the payment of any of the benefits provided in Rule 100 of the Agreement of September 1, 1981, (trainman or personal representative) agrees to be

governed by all of the conditions and provisions said and set forth by Rule 100."

RULE 101 - UNION SHOP

(a) Subject to the terms and conditions below, all employees of the Corporation in the craft of trainmen, represented by the United Transportation Union, will, as a condition of their continued employment, become members of the United Transportation Union.

(b) Trainmen will join the United Transportation Union within 60 calendar days of the date on which they first perform compensated service as trainmen and retain such membership during the time they are employed as trainmen, except as otherwise provided herein.

(c) The requirements of union membership will be satisfied if trainmen hold or acquire membership in any one of the labor organizations other than the United Transportation Union, national in scope, organized in accordance with the Railway Labor Act and admitting trainmen to membership. Nothing herein will prevent any employee from changing membership from one organization to another organization admitting trainmen to membership.

(d) When trainmen are regularly assigned to official or subordinate official positions or are transferred to regular assignments in another craft they will not be compelled to maintain membership as provided herein but may do so at their own option.

(e) Nothing herein shall require a trainman to become or remain a member of the United Transportation Union if membership is not available to him upon the same terms and conditions as apply to any other member, or if his membership is denied or terminated for any reason other than his failure to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. The dues, initiation fees, and assessments referred to herein mean indebtedness accruing for these items.

(f) The United Transportation Union will keep account of trainmen and shall independently ascertain whether they comply with union membership requirements.

(g) An authorized representative of the United Transportation Union having jurisdiction will notify the appropriate Labor Relations officer in writing of any trainman whose employment he requests be terminated because of the trainman's failure to comply with union membership requirements. Upon receipt of such notice and request, the Corporation will, as promptly as possible but within 10 calendar days of such receipt, notify the trainman concerned in writing by registered or certified mail, return receipt requested, sent to his last known address, or by receipted personal delivery, that he is charged with failure to comply with the union membership requirements. A copy of the notice shall be given to the authorized representative. Any trainman so notified who disputes the charge that he has failed to comply with union membership requirements will, within 10 calendar days from the date of such notice, request the Corporation in writing to accord him a formal hearing. Such a request will be honored by the Corporation and a date set for the formal hearing as soon as possible, but within 10 calendar days of the date of the receipt of the request. A copy of the notice of such formal hearing will be given to the authorized representative. The receipt by the Corporation of a request for a hearing shall stay action on the request by the authorized representative for termination of the trainman's employment until the formal hearing is held and the final decision is rendered. If the trainman concerned fails to request a formal hearing as provided for herein, the Corporation will proceed to terminate his employment at the end of 30 calendar days from receipt of the request from the authorized representative unless the Corporation and the United Transportation Union agree otherwise in writing.

(h) The Corporation will determine on the basis of evidence produced at the formal hearing whether or not the trainman has complied with the union membership requirements, and shall render a decision accordingly. Such a decision shall be rendered within 10 calendar days of the hearing date and the trainman and the authorized representative will be promptly notified. A transcript of the hearing will be furnished to the authorized representative. If the decision is that the trainman has not complied with union membership requirements, his employment as a trainman will be terminated within 10 calendar days of the date of the decision, unless the Corporation and the United Transportation Union agree otherwise in writing. If the decision of the Corporation is not satisfactory to the trainman or to the United Transportation Union, it may be appealed in writing directly to the highest officer of the Corporation designated to

handle appeals. Such appeal must be received within 10 calendar days of the date of decision appealed from, and the decision on such an appeal shall be rendered within 20 calendar days of the date the appeal is received. The decision by the highest appeals officer will be final and binding unless within 30 calendar days thereafter the Corporation is notified in writing that the decision is unsatisfactory, and in such event, the dispute may be submitted to a tribunal having jurisdiction within 6 months of the date of such decision. A representative of the United Transportation Union will have the right to be present at and participate in any hearing which involves the United Transportation Union.

(i) The discipline rule will not apply to union membership requirement cases.

(j) The United Transportation Union will indemnify, defend and save harmless the Corporation from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this rule.

RULE 102 - DUES DEDUCTION

(a) Subject to the conditions herein set forth, the Corporation will withhold and deduct from wages due trainmen represented by the United Transportation Union amounts equal to periodic dues, initiation fees, assessments and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the United Transportation Union.

(b) No such deduction will be made except from the wages of a trainman who has executed and furnished to the Corporation a written assignment, in the manner and form herein provided, of such periodic dues, initiation fees, assessments and insurance premiums. Such assignment will be on Form "A", below, and will, in accordance with its terms, be irrevocable for one year from the date of its execution.

(c) Deductions as provided for herein will be made by the Corporation in accordance with a deduction list furnished by the Financial Secretary of each Local Lodge on Form "B", below, which may be changed by the Corporation as conditions require. Such list will be furnished to the Director, Payroll Operations, separately for each Local Lodge. Thereafter a list containing any additions or deletions of names, or changes in amounts, will be so furnished to the Corporation on or before the 20th day preceding the month in which the deductions will be made.

(d) Deductions as provided for herein will be made monthly by the Corporation from wages due trainmen for the first biweekly pay period (or corresponding period for those paid on a weekly basis) which ends in each calendar month and the Corporation will pay, by draft, to the order of the Financial Secretary of the Local Lodge of the United Transportation Union, the total amount of such deductions, on or before the 10th day of the month following the month in which such deductions are made. With the draft the Corporation will forward to the Financial Secretary of the Local Lodge, a list setting forth any scheduled deductions which were not made.

(e) No deduction will be made from the wages of any trainmen who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance herewith, after all deductions for the following purposes have been made:

- (1) Federal, State, and Municipal Taxes.
- (2) Supplemental Pension.
- (3) Other deductions required by law, such as garnishments and attachments.
- (4) Amounts due the Corporation.
- (5) Contributions to Voluntary Relief Department.

(f) Responsibility of the Corporation will be limited to remitting to the United Transportation Union amounts actually deducted from the wages of trainmen as outlined herein and the Corporation will not be responsible financially or otherwise for failure to make proper deductions. Any question arising as to the correctness of the amount deducted will be handled between the trainman involved and the United Transportation Union, and any complaints against the Corporation in connection therewith will be handled by the United Transportation Union on behalf of the trainman concerned.

(g) A trainman who has executed and furnished to the Corporation an assignment may revoke said assignment by executing the revocation form specified herein within 15 days after the end of the year, but if the trainman does not so revoke the assignment it will be considered as re-executed and may not be revoked for an additional period of one year, and the re-executed assignment will similarly continue in full force and effect and be considered as re-executed from year to year unless and until the trainman executes a revocation form within 15 days after the end of any such year. Revocation of assignment will be in writing and on Form "C", below, and both the assignment and revocation of assignment forms will be reproduced and furnished as necessary by the United Transportation

Union without cost to the Corporation. The United Transportation Union will assume the full responsibility for the procurement and the execution of said forms by trainmen, and for the delivery of said forms to the Corporation. Assignment and revocation of assignment forms will be delivered with the deduction list herein provided for, to the Corporation not later than the 20th of the month preceding the month in which the deduction or the termination of the deduction is to become effective.

(h) No provision of this rule will be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any trainman, and no provision herein or any other provision of the agreement between the Corporation and the United Transportation Union will be used as a basis for a grievance or time claim by or in behalf of any trainman predicated upon any alleged violation of, or mis-application or non-compliance with any provisions of this rule.

(i) The United Transportation Union will indemnify, defend and save harmless the Corporation from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this rule.

RULE 102 - FORM A

WAGE DEDUCTION AUTHORIZATION

REGION

**CONSOLIDATED RAIL CORPORATION AND
THE UNITED TRANSPORTATION UNION**

DIVISION

EMPLOYEE NUMBER

PRINT NAME (LAST NAME, FIRST NAME, MIDDLE INITIAL)

WORK LOCATION

HOME ADDRESS (STREET AND NUMBER, CITY, STATE, ZIP CODE)

DIRECTOR-PAYROLL OPERATIONS CONSOLIDATED RAIL CORPORATION

I HEREBY ASSIGN TO THE UNITED TRANSPORTATION UNION THAT PART OF MY WAGES NECESSARY TO PAY PERIODIC DUES, INITIATION FEE, ASSESSMENTS AND INSURANCE PREMIUMS (NOT INCLUDING FINES & PENALTIES) AS CERTIFIED TO THE CORPORATION BY THE FINANCIAL SECRETARY OF THE LOCAL LODGE OF THE UNITED TRANSPORTATION UNION AS PROVIDED IN RULE 102 OF THE AGREEMENT, ENTERED INTO BY THE CORPORATION AND THE UNITED TRANSPORTATION UNION ON SEPTEMBER 1, 1981; AND AUTHORIZE THE CORPORATION TO DEDUCT SUCH SUM FROM MY WAGES AND PAY IT OVER TO THE UNITED TRANSPORTATION UNION IN ACCORDANCE WITH RULE 102 OF SAID AGREEMENT.

DATE

SIGNATURE

LODGE NUMBER

	UNION DUES PAYROLL DEDUCTION MAINTENANCE FORM	SHEET OF
--	---	----------

DIRECTOR - PAYROLL OPERATIONS:

PLEASE DEDUCT MONTHLY THE AMOUNT SHOWN OPPOSITE THE NAME OF EACH EMPLOYEE LISTED BEGINNING WITH THE MONTH OF _____ 19____. IF YOU HAVE BEEN PREVIOUSLY ADVISED TO MAKE A DEDUCTION FROM THE EMPLOYEE LISTED THE AMOUNT SHOWN WILL BE A CORRECTION IN THE AMOUNT TO BE DEDUCTED.

[illegible]

INSTRUCTIONS FOR PAYROLL DEDUCTION MAINTENANCE FORM

<u>ITEM</u>	<u>FIELD</u>	
1	Maintenance Code (Column 8)	<ul style="list-style-type: none">- "N" (New) - Initiates a new deduction for an employee."D" (Delete) - Delete the entire record the "Payroll Week" indicated. Complete Items 1 through 4 as they appear on the master file for the record to be deleted.
2	Employee Number (Columns 9 to 14)	<ul style="list-style-type: none">- Six digit Employee Number assigned to the employee.
3	Employee's Init. (Columns 15 to 17)	<ul style="list-style-type: none">- For new member maintenance - show initials exactly as they appear on the employee's pay check. For delete maintenance - use the deduction made and not made list for checking initials.
4	Deduction Code (Columns 18 to 20)	<ul style="list-style-type: none">- The three digit deduction code assigned to your organization.
5	Deduction Amount (Columns 28 to 34)	<ul style="list-style-type: none">- The amount to be deducted from the employee in the "Payroll Week" indicated.
6	Employee Name	<ul style="list-style-type: none">- Show employee's initials and last name.

NOTE:

New member deductions will not be honored unless a properly prepared Wage Deduction Authorization Form, signed by the employee, is received by the Director, Payroll Operations. A revocation form is necessary when transferring from one Labor organization to another and should accompany this form.

WAGE ASSIGNMENT REVOCATION

REGION

**CONSOLIDATED RAIL CORPORATION AND
UNITED TRANSPORTATION UNION**

DIVISION

PRINT NAME (LAST NAME, FIRST NAME, MIDDLE INITIAL)

WORK LOCATION

EMPLOYEE NUMBER

HOME ADDRESS (STREET AND NUMBER, CITY, STATE, ZIP CODE)

DIRECTOR-PAYROLL OPERATIONS CONSOLIDATED RAIL CORPORATION

**EFFECTIVE IN THE NEXT CALENDAR MONTH, I HEREBY REVOKE
THE WAGE ASSIGNMENT AUTHORIZATION NOW IN EFFECT ASSIGN-
ING TO THE UNITED TRANSPORTATION UNION THAT PART OF MY
WAGES NECESSARY TO PAY MY PERIODIC DUES, INITIATION FEE,
ASSESSMENTS AND INSURANCE PREMIUMS (NOT INCLUDING FINES
AND PENALTIES), AND I HEREBY CANCEL THE AUTHORIZATION.**

DATE

SIGNATURE

LODGE NUMBER

RULE 103 - LOCAL AGREEMENTS

Local Agreements in existence prior to the effective date of this single agreement are terminated. When circumstances peculiar or unique to a local condition warrant, agreements may be made between the Manager-Labor Relations and the Local Chairman or Local Chairmen subject to the approval of the General Chairman or General Chairmen and the highest appeals officer of the Corporation.

RULE 104 - COMPULSORY RETIREMENT

(a) Trainmen upon attaining 70 years of age will have their seniority terminated on the last day of the calendar month in which they attain the age of 70 years.

(b) After the seniority of a trainman has been terminated, his name will be removed from the seniority roster, and he will not be permitted to work or be re-employed by the Corporation in service coming under the rules and working conditions agreement between the parties signatory hereto.

(c) This rule will not be considered or used as a basis for any time or money claim against the Corporation.

RULE 105 - ELECTRIC LANTERNS

(a) Each trainman must provide himself with an electric lantern to be used in yard and road service. The lantern, bulbs and batteries must be of a standard prescribed by the Corporation on the effective date of this agreement. The lantern must be equipped with not less than two white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.

(b) Trainmen may purchase an electric lantern at cost from the Corporation by cash or payroll deduction.

(c) Lanterns purchased from the Corporation will be replaced without cost when (1) they are worn out or damaged in the performance of railroad service upon return of the lantern; (2) when the lantern is stolen while trainman is on duty, provided there was no neglect of care; or (3) when the lantern is destroyed during the trainman's performance of duty.

(d) The Corporation will maintain a supply of replacement batteries and bulbs at convenient locations to be issued to trainmen without cost.

RULE 106 - EQUIPMENT ON ENGINES

(a) All grab irons, foot boards and walkways on engines will be kept clean.

(b) All road freight engines will be equipped with seats for trainmen required to ride the head end of train. Seats will be not less than 17 inches long and 20 inches wide with upholstered seat back and arm rest and maintained in good condition. Seats will be adjustable vertically and from front to back and back rests will be adjustable. Upholstery material used will be perforated.

(c) Yard trainmen will be provided a seat when required to ride on yard locomotives.

RULE 107 - SELF-PROPELLED MACHINES

(a) The following will govern the manning by trainmen of self-propelled vehicles or machines used in maintenance, repair, construction or inspection work:

(1) Road Service - A conductor will be employed on on-rail self-propelled vehicles or machines when operating in main line territory, provided such machines are equipped with a drawbar and are operating under train orders.

NOTE 1. Self-propelled machines for the purpose of this rule means such equipment operated on rails.

NOTE 2. Drawbar means a device capable of being used in moving standard freight cars.

NOTE 3. Main-line territory means main line and branch lines in road territory outside of switching limits but not spurs or the like.

NOTE 4. "Train orders" is used in the vernacular of trainman as defined in the Operating Book of Rules.

- (2) Yard Service - A yard conductor will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars and, if more than 2 cars are handled at any one time a yard brakeman will also be employed. This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth. In confined areas where the Corporation determines that one yard ground man is required, the yard conductor rate of pay will apply.

RULE 103 - EMPLOYMENT OF FIREMEN

(a) Subject to the provisions of paragraph (b) and the Corporation's legal obligations in the employment of firemen (helpers), trainmen represented by the United Transportation Union who have established seniority in accordance with provisions of Rule 45, Seniority, will be considered for transfer to positions of locomotive firemen (helpers) in preference to hiring individuals who have not established seniority with the Corporation in any class or craft.

(b) When locomotive firemen (helpers) are to be hired for a location, a notice will be posted on the bulletin boards where advertisement notices are posted to provide an opportunity for trainmen to apply for transfer to the fireman craft. In selecting an employee from among those making application for a fireman (helper) position, the Corporation will take into consideration the relative seniority standing of the applicants and the Corporation's physical and other employment standards.

(c) A trainman accepting transfer to a fireman (helper) position in accordance with this rule will retain his seniority standing and all other rights in road and/or yard service. However, such employee will be permitted to exercise seniority rights in train service only in the event he is unable to hold any position or assignment in engine service.

(d) Trainmen who are dismissed or suspended for an offense while engaged in engine service will not be entitled to exercise their seniority in train service during the period of their dismissal or suspension.

RULE 109 - NATIONAL AGREEMENTS

It is not intended that the application or interpretation of existing national agreements are changed where they have been codified and put into this agreement as a separate rule. If provisions of national agreements have been inadvertently omitted from this single agreement and are not otherwise provided for herein, they will be considered as part of this single agreement.

Agreed to Questions and Answers to said National Agreements where applicable are by reference thereto incorporated herein.

RULE 110 - EFFECT OF THIS AGREEMENT

Except as otherwise provided herein and in the award of Arbitration Board No. 385, this agreement made pursuant to Section 504 (d) of the Regional Rail Reorganization Act of 1973, as amended, will constitute the only agreement between the Consolidated Rail Corporation and its employees in road freight and yard service represented by the United Transportation Union (C) and (T), and supercedes all previous agreements, understandings, and practices governing employees of the Consolidated Rail Corporation represented by the United Transportation Union (C) and (T).

This agreement is effective September 1, 1981 and will remain in effect subject to the provisions of the Railway Labor Act, as amended.

APPENDIX A

CREW CONSIST AGREEMENTS

Agreement made September 8, 1978, between
Consolidated Rail Corporation and the
employees represented by the United
Transportation Union (C&T) General
Chairmen, E. T. Adkins, G. Baloozian,
W. E. Curtis, C. F. Fuller, P. V. Hemmer,
J. J. Kenefick, J. P. Migas and L. W. Swert Section 1.

Agreement made December 30, 1980, between
Consolidated Rail Corporation and the
employees represented by the United Trans-
portation Union (C&T) General Chairman,
C. P. Jones Section 2.

Agreement made December 30, 1980, between
Consolidated Rail Corporation and the
employees represented by the United Trans-
portation Union (C&T) General Chairman,
R. D. Jarvis Section 3.

Agreement made January 3, 1981, between
Consolidated Rail Corporation and the
employees represented by the United Trans-
portation Union (C&T) General Chairman,
W. A. Beebe Section 4.

SECTION 1

AGREEMENT MADE THIS 8TH DAY OF SEPTEMBER 1978 BETWEEN THE CONSOLIDATED RAIL CORPORATION AND THE UNITED TRANSPORTATION UNION (C&T) GOVERNING CREW CONSIST

(a) All road freight and yard crews shall be manned by a standard train crew consist of not less than one conductor and two brakemen, except as specifically outlined in this agreement.

The crew consist of standard train crews shall be reduced solely by attrition.

For purposes of this agreement, the term "attrition" is accepted to mean the termination of a trainman's employee relationship with the Corporation by reason of death, retirement, resignation, dismissal, severance of employment covered by subsections (d) and (e) of Section 505 of Title V of the Regional Rail Reorganization Act of 1973, as amended, or of paragraph (f) of this agreement.

(b) All employees holding a seniority date on road train and/or yard service seniority rosters on September 8, 1978, shall be protected employees. Any such employee in a dismissed (discharged) status on September 8, 1978, who under appeal is subsequently reinstated with seniority rights unimpaired shall also be a protected employee.

(c) A Protected Trainman shall retain the right to exercise seniority to second brakeman positions, except those specified in paragraph (g), provided that his services are not required on a must-fill position or on an extra list.

(d) No Protected Trainman shall be furloughed by the Corporation as long as a reduced train crew is operated in his Conrail seniority district, except as provided in paragraphs (g), (q), and (r). A Protected Trainman who is unable to hold a position at a location where employed and elects not to exercise his seniority to another location within his Conrail seniority district shall not be considered "furloughed by the Corporation."

(e) Trainmen hired after September 8, 1978, shall not have the right to exercise seniority to blanked or blankable second brakeman positions or to be called from an extra list for blanked or blankable second brakeman positions.

(f) The Corporation shall have the right to offer separation allowances to Protected Trainmen in active service, or Protected Trainmen in active service may request a separation allowance. The Corporation shall determine the number of separation allowances to be granted. A Protected Trainman entitled to a separation allowance in accordance with Section 505(e) of the Regional Rail Reorganization Act of 1973, as amended, shall be provided with a separation allowance in accordance with the provision of that Section. A Protected Trainman not entitled to a separation allowance under Section 505(e) shall have his allowance computed in accordance with Section 505 (e), but such allowance shall not exceed 270 days' pay at the rate of the position he last held.

(g) Effective with the date of this agreement, the following assignments shall be manned by a conductor and one brakeman, and the second brakeman position thereon shall not be subject to filling by Protected Trainman or non-protected trainmen:

1. Hours of Service Relief Crews, Work, Construction, Wire, Snow Removal, and Wreck Trains, including handling Wreckers from terminal to terminal.
2. New business or new service operations, such as piggyback, intermodal, unit, and commodity trains, established to compete with other modes of transportation such as trucks, ships and barges.
3. Assignments which could be manned by one conductor and one brakeman prior to the effective date of this agreement.

(h) Except as provided in paragraph (k), the minimum train crew in road freight and yard service shall consist of not less than one conductor and one brakeman. No service shall be required of any crew manned by less than one conductor and one brakeman unless by agreement between the General Chairman and the Corporation's highest designated officer.

(i) The Corporation is not restricted from establishing a train crew consist in excess of the minimum on any assignment.

(j) No Protected Trainman shall be moved from a standard train crew to a reduced train crew in order to make the reduced train crew a standard train crew.

(k) The Corporation is not restricted from establishing single trainman assignments such as switchtenders, skatemen, utility brakemen.

(l) An extra Protected Trainman shall be called for an available second brakeman position for one tour of duty per day if he is available and stands to be called for such a position, unless he worked on a must-fill position, he is being held for a known must-fill vacancy, or he has had 5 starts in a calendar week. The use of extra Protected Trainmen on non-blankable positions shall not be a basis for a runaround claim from extra non-protected trainmen. Should a vacancy in road service for which an extra Protected Trainman is held not materialize and he is not used thereafter on that calendar day, he shall be paid one minimum day's pay at the basic through freight brakeman's rate of pay. Should a vacancy in yard service for which an extra Protected Trainman is held not materialize and he is not used thereafter on that calendar day, he shall be paid one minimum day's pay at the yard brakeman's rate of pay.

A protected trainman working from an extra list who is available for service during an entire semi-monthly period and who does not lay off or miss out shall be guaranteed a money equivalent as follows:

- Yard extra list - 10 days' pay at the yard brakeman rate of pay.
- Road extra list - 12 days' pay at basic through freight brakeman rate of pay.
- Combination list - 10 days' pay at the local freight brakeman rate of pay.

The guaranteed money equivalent shall apply to each semi-monthly period.

The Corporation shall determine the number of trainmen to be assigned to an extra list.

When a Protected Trainman is removed from an extra list after 12 o'clock noon or is placed on an extra list before 12 o'clock noon, he shall be considered as assigned to the extra list for that calendar day. When a Protected Trainman is removed from an extra list before 12 o'clock noon or is placed on an extra list after 12 o'clock noon, he shall not be considered as assigned to the extra list for that calendar day.

For each calendar day a Protected Trainman is not assigned to the extra list in each semi-monthly period, his guarantee shall be pro-rated and reduced on the basis of 1/15 or 1/16 (depending on the number of days in the period) for each calendar day. The guarantee for February shall be determined by the number of days in that month, 1/14 or 1/15. The guarantee shall be reduced by an amount equal to the earnings of any assignment for which a Protected Trainman misses a call.

The number of junior protected trainmen entitled to a guarantee on an extra list shall be reduced on a one-for-one basis for each non-protected trainman occupying a position on an assignment protected by that extra list.

(m) If a Protected Trainman elects to take a blankable position or an extra board position when his seniority would otherwise permit him to hold a non-blankable position, and such election permits a non-protected trainman to hold down the non-blankable position, then a junior Protected Trainman on the extra board will be treated as a non-protected trainman for that same period of time during which work on a non-blankable assignment is otherwise available to such senior Protected Trainman. For every Protected Trainman electing to remain on a blankable position or on the extra board under these conditions, one junior Protected Trainman will be treated as a non-protected trainman, so that the number of Protected Trainmen treated as non-protected trainmen will be equal to the number of Protected Trainmen who could hold non-blankable positions.

(n) When an extra trainman is not available or not subject to be used due to the provisions of paragraph (l) and there is a must-fill road vacancy to be filled, the most junior available Protected Trainman holding a blankable road brakeman position at that location shall be required to fill the position for one tour of duty. If the vacancy is at an outlying point, he shall be required to fill the position until an extra man becomes available and is sent to that point, but not longer than to complete the assignment week. If the Protected Trainman is held for a vacancy and not used, he shall be paid any loss of earnings from his regular assignment.

(o) When an extra trainman is not available or not subject to be used due to the provisions of paragraph (l) and there is a must-fill yard vacancy to be filled, the most junior Protected Trainman holding a second brakeman yard assignment in the same starting time period (thereafter the next period(s)) shall be required to fill the position for one tour of duty. If the Protected Trainman is held for a vacancy and not used, he shall be paid any loss of earnings from his regular assignment.

(p) Except as provided in paragraph (q), when a road freight train or yard assignment is operated with a reduced train crew, the conductor and brakeman shall each be paid an allowance of \$4.00 for each tour of duty. Such allowance shall be subject to all retroactive and any future general wage increases and cost of living adjustments. The contributions to the Trust Fund as specified in paragraph (t) shall not be subject to such increases and adjustments.

(q) In the event a standard yard or road freight crew member fails to report for duty at the assigned reporting time, the remaining crew members may be required to work on a reduced crew basis. Should the absent member of a yard crew fail to report within one hour, or if the absent member of a road crew fails to report before departure of the train, the remaining crew members will finish that tour of duty, receiving the \$4.00 Special Allowance and the Trust Fund will be credited with the contribution provided in paragraph (t) of this agreement.

If a trainman on a standard train crew marks off sick or is injured after being on duty less than 4 hours, he shall be paid for the actual time on duty. The remaining two crew members may be required to work and receive the \$4.00 allowance and a contribution shall be made to the Trust Fund as specified in paragraph (t).

If a trainman on a standard train crew marks off sick or is injured after being on duty 4 hours or more, he shall be paid for the actual time on duty. The remaining two crew members may be required to work without receiving the \$4.00 allowance and no contribution shall be made to the Trust Fund.

If a trainman on a standard train crew on a straightaway road assignment marks off sick or is not available to cover his return train from his away-from-home terminal, the remaining two crew members may be required to work back to their home terminal and receive the \$4.00 allowance and a contribution shall be made to the Trust Fund as specified in paragraph (t).

(r) Effective January 1, 1979 trainmen in road freight service not covered by the Holiday Pay Article shall be entitled to personal days off and to payment of one basic day's pay for each day off taken at the rate of pay applicable to the last service performed. The number of personal days off permitted to a trainman shall be based on his years of train service as indicated below:

Less than 5 years	-	2 days off
5 years and less than 10 years	-	4 days off
10 years and less than 15 years	-	6 days off
15 years and less than 20 years	-	8 days off
20 years and more	-	10 days off

A trainman's personal days off in any calendar year shall be reduced by the number of days he is paid for a holiday or deprived of holiday pay through his own volition. This agreement and the Holiday Pay Article shall not be combined to entitle a trainman to more than 10 days compensation.

A request for a personal day off must be made by the trainman at least 24 hours in advance of the day or days off to be taken and shall be granted consistent with the requirements of the service. The Corporation shall maintain a sufficient number of trainmen to permit reasonable lay-off privileges and to protect vacations, personal days off and other extended vacancies.

When a member of a standard train crew is on his personal day off, if his position is not a must-fill position his assignment may be operated with a reduced train crew for the day off. The remaining two crew members may be required to work and receive the \$4.00 allowance. Effective January 1, 1980, a payment of \$48.25 shall be made to the Trust Fund as specified in paragraph (t) when a member of a standard train crew is on his personal day off and his crew works with a reduced train crew for the day off.

(s) Radios shall be available for use by all members of reduced train crews.

Current operating rules and regulations governing the operation of train and yard movements will be reviewed and revised as necessary to assure safe operations by reduced train crews.

(t) A Trust Fund shall be established jointly by the Corporation and the United Transportation Union (C) and (T) General Committees of Adjustment, Conrail, for the purpose of sharing savings to be realized under this agreement.

Except as otherwise specified in this agreement, for each yard tour of duty or road freight service trip that a reduced train crew is operated the Corporation shall pay into the Productivity Savings Sharing Trust Fund the sum of \$48.25. This payment shall be made on a current

cash basis for the sole and exclusive benefit of eligible Protected Trainmen. For a period of two years from the effective date of this agreement, assignments which could be manned by a conductor and one brakeman prior to the effective date of this agreement shall not require a payment of \$48.25 into the Trust Fund when such assignments are operated with reduced train crews.

Separate Protected Trainman productivity accounts shall be maintained for each Conrail seniority district. At the end of each year, each Protected Trainman performing service in that particular seniority district shall share in the division of the Trust Fund, according to the number of yard tours of duty and road freight trips he performed in that district during that calendar year. For equity purposes, each paid vacation day taken by a trainman shall be considered as a yard tour of duty or road freight train trip.

The Corporation's contribution to the Trust Fund is limited to the extent that the total amount of a Protected Trainman's annual share cannot exceed one-third of his compensation in freight and yard service for the calendar year. A Protected Trainman's annual share of the Trust Fund cannot exceed one-third of his compensation in freight and yard service for the calendar year.

Payment made to Protected Trainmen out of the Trust Fund shall not be included in the compensation used as a basis for determining vacation pay.

(u) Except as otherwise provided herein, effective November 1, 1978 the following car limits and train length limitation shall be made effective in road freight service over the entire Consolidated Rail Corporation System:

Trains of 1 to 70 cars, but not to exceed 3955 feet in length, exclusive of caboose(s), may be operated with a reduced crew of one conductor and one brakeman, subject to the other provisions of this agreement.

Trains of 71 to 120 cars, but not to exceed 6780 feet in length, exclusive of caboose(s), may be operated with a reduced crew of one conductor and one brakeman only by agreement between appropriate UTU General Chairmen and Corporation Officer having jurisdiction of the territory over which the train is to operate, consistent with proper consideration of terrain and other conditions affecting train operations in that territory.

Trains consisting of more than 120 cars or exceeding 6780 feet in length, exclusive of caboose(s), may be operated only with a crew consist of one conductor and two brakemen.

The General Chairmen and Corporation Officer having jurisdiction of the territory over which trains are to operate may agree to extend the limitations set forth above consistent with proper consideration of terrain and other conditions affecting train operations in the territory.

(v) Nothing in this agreement changes existing crew consist arrangements in passenger service.

(w) Supervisory personnel of the Corporation, including yardmasters, shall not be used to substitute for a trainman on a road or yard crew in the application of this agreement.

(x) The Organization shall join with the Corporation in seeking relief from regulations of regulatory agencies which would limit or preclude implementation or application of this agreement.

(y) The necessary arrangements for the establishment and administration of the Productivity Savings Sharing Trust Fund, in compliance with all applicable legal requirements, will be finalized on or before June 30, 1979.

(z) The parties hereto recognize the complexities involved in this crew consist issue and agreements involved, and agree that disputes will be handled in conference to endeavor to arrive at agreed-upon interpretations, arrangements to be made for periodic conferences to accomplish same, in keeping with the intent and purpose of these agreements and the rights of the parties thereunder.

This agreement signed at Philadelphia, Pennsylvania on September 8, 1978, shall become effective November 1, 1978, and shall continue in effect until revised or amended by agreement of the parties, or in accordance with the Railway Labor Act, as amended, and shall supersede all other agreements, rules, or understandings which are in conflict herewith. Neither the Corporation nor the United Transportation Union (C) and (T) shall serve or progress prior to January 1, 1981 (not to become

effective before April 1, 1981) any notice or proposal for changing any matter contained in this agreement. This paragraph shall not debar the Corporation or the United Transportation Union (C) and (T) from agreeing upon any subject of mutual interest concerning this agreement.

FOR THE UNITED TRANSPORTATION
UNION (C) AND (T):

FOR CONSOLIDATED
RAIL CORPORATION:

(SIGNATURES OMITTED)

CONRAIL



September 8, 1978

J. J. Kenefick, Chairman
Negotiating Committee
United Transportation Union (C&T)
550 Charles Avenue Solvay, New York 13209

Dear Sir:

In the application of paragraph (d) of the Crew Consist Agreement dated September 8, 1978, it is understood that second brakeman positions on assignments operated with one conductor and one brakeman pursuant to paragraph (g) of the Crew Consist Agreement will be made available on a one for one basis to Crew Consist Protected Trainmen when Crew Consist Protected Trainmen would otherwise be furloughed.

Very truly yours,

/s/ R. E. Swert

R. E. Swert
Senior Director - Labor Relations

I CONCUR:

(SIGNATURES OMITTED)

CONSOLIDATED RAIL CORPORATION SIX PENN CENTER PLAZA PHILADELPHIA PA 19104

**UNDERSTANDING OF FEBRUARY 25, 1980, CONCERNING
PARAGRAPH (c) OF THE CREW CONSIST AGREEMENT**

Trainmen removed from blankable second brakemen positions in accordance with paragraph (c) shall have 4 hours from the time they are notified that they are removed from their positions to exercise displacement rights against junior trainmen. Trainmen who are displaced shall also have 4 hours to exercise displacement rights against junior trainmen. Trainmen who fail to exercise displacement rights within 4 hours and trainmen who are unable to displace junior trainmen shall be assigned to the extra list to be increased.

**AGREED-TO QUESTIONS & ANSWERS CONCERNING THE CREW
CONSIST AGREEMENT DATED SEPTEMBER 8, 1978**

Q. 1. Will a conductor or brakeman be censured or disciplined for alleged insubordination by reason of his refusal to operate with less than the required train crew consist complement?

A. No.

Q. 2. Does a part-time Local Chairman or an Officer of Local Lodge who is unable to perform work in freight or yard service on his assignment due to being engaged in Committee Work receive credit for such days toward his number of days to share in the Trust Fund?

A. Yes. They must furnish the Trustees with the number of calendar days on which they were unable to perform work in freight or yard service due to being engaged in Committee Work.

Q. 3. Does a trainman who performed work in freight or yard service for part of the calendar year receive credit for the number of days worked in freight or yard service toward his number of days to share in the Trust Fund?

A. Yes.

Q. 4. Could a train crew with a crew consist of a conductor and more than two brakemen be reduced to a standard train crew of a conductor and two brakemen other than by attrition?

A. Yes.

Q. 5. What is a must-fill position?

A. A must-fill position is: A conductor and one brakeman position on all road and yard crew assignments; A conductor and two brakemen positions in road service as required under paragraph (u), except as provided in paragraphs (q) and (r). Single conductor or brakeman positions in road and yard service; Brakeman positions designated by the Corporation in accordance with paragraph (i), except as provided in paragraphs (q) and (r).

- Q. 6. When assignments are advertised and no bids are received will the Corporation force assign trainmen to such no-bid assignments?
- A. Trainmen will continue to be force assigned to must-fill positions. Trainmen will not be force assigned to non-must-fill positions. Such non-must-fill positions will be considered blanked and will not be re-advertised. An extra trainman does not have to be called for such blanked positions.
- Q. 7. May a trainman with displacement rights or during the optional displacement period apply for and be awarded a blanked position on an assignment that has previously failed for bid?
- A. Yes.
- Q. 8. What is meant in paragraph (c) by "provided that his services are not required on a must-fill position or on an extra list?"
- A. Paragraph (c) recognizes that a protected trainman retains the right to exercise his seniority to second brakeman positions. However, if the services of trainmen are required on an extra list and there are protected trainmen on blankable second brakeman positions the junior available trainmen on the blankable second brakeman positions may be removed from such positions and placed on the extra list. Also, if extra trainmen are not available, the junior available trainmen on blankable second brakeman positions may be removed from such positions to fill must-fill road vacancies in accordance with paragraph (n), or must-fill yard vacancies in accordance with paragraph (o).
- Q. 9. Is it intended that a protected trainman on a second brakeman position will be forced under paragraph (c) to the extra list simply to produce a reduced crew when his services are not required on the extra list?
- A. No.
- Q. 10. If a protected trainman is unable to hold a position at a location where employed and elects to exercise his seniority to another location within his Conrail seniority district where reduced crews are operated, and he is not permitted by the Corporation to exercise his seniority to the other location, what penalty would apply to the protected trainman?

- A. He would be entitled to one basic day's pay for each date at rate of the assignment for which he applied on which the assignment worked and he is not permitted to work.
- Q. 11. Do non-protected trainmen have a demand right to "blanked" or "blankable" second brakeman positions?
- A. No.
- Q. 12. If a road freight train with a standard train crew consist of a conductor and two brakemen is relieved under the Hours of Service Law, could a relief crew with a reduced train crew consist of a conductor and one brakeman perform the relief service?
- A. Yes.
- Q. 13. Would a newly established road assignment that is put on to take care of new business or to provide new service and which does not replace an existing road assignment be considered an assignment which could be operated with a reduced train crew of a conductor and one brakeman?
- A. Yes.
- Q. 14. Are trains that go on and off due to business fluctuations, other than trains to handle new business or new service, considered new business or new service?
- A. No.
- Q. 15. When train symbols are changed, is this new business?
- A. No.
- Q. 16. When new service is established to compete with other modes of transportation, is this new service?
- A. Yes.
- Q. 17. What does paragraph (j) mean by "No Protected Trainman shall be moved from a standard train crew to a reduced train crew in order to make the reduced train crew a standard crew?"

- A. A yard crew on a 7:30 A.M. yard assignment consists of a standard train crew of a conductor and two brakemen. A 10:30 P.M. yard assignment is regularly working with a reduced train crew of a conductor and one brakeman. The Corporation could not remove the second yard brakeman from the 7:30 A.M. yard assignment and place him on the 10:30 P.M. yard assignment to make the reduced train crew a standard train crew.
- Q. 18. Could an extra yard assignment be operated with a reduced train crew consist of a conductor and one brakeman?
- A. Yes, subject to provisions of paragraph (l).
- Q. 19. Under paragraph (h) is a conductor and one brakeman required on assignments that have previously been manned by one trainman?
- A. No.
- Q. 20. Is it intended under paragraph (h) that if a road freight train or a yard crew is to be operated with a train crew consist of less than a conductor and one brakeman it could only be done by agreement between the General Chairman and the Corporation's highest designated officer?
- A. Yes.
- Q. 21. Under paragraph (l) does the reference to "he has had 5 starts in a calendar week" mean "5 straight time starts?"
- A. No. It means 5 starts.
- Q. 22. Does paragraph (n) and (o) apply only when extra trainmen are not available to fill must-fill vacancies?
- A. Yes. Extra trainmen should be called in accordance with applicable agreements for all must-fill vacancies when they are available and rested.
- Q. 23. If a trainman is taken from his blankable second brakeman position on a yard assignment that normally works 2 hours overtime and is used to cover a must-fill position that works 8 hours, will he be paid the difference between what he could have earned on his position and what he actually earned on the must-fill position?

A. Yes.

Q. 24. When a trainman is removed from a standard train crew of a conductor and two brakemen to cover a must-fill position, which of the two brakemen will be removed?

A. The junior brakeman on the standard train crew would be removed.

Q. 25. Will head brakeman and rear brakeman positions be advertised for road freight assignments?

A. No, but where two brakemen are working the assignment, the senior brakeman will have his choice.

Q. 26. Does the reference to 5 starts in a calendar week apply to trainmen on a road extra list?

A. Yes.

Q. 27. In the application of paragraph (1) what is meant by "5 starts?"

A. "5 starts" means 5 starts out of the home terminal or location of the extra list.

Q. 28. Does overtime, terminal delay, deadhead, constructive allowances, etc. apply toward the guaranteed money equivalent on a guaranteed extra list?

A. Yes, all compensation applies.

Q. 29. Are the mileage regulations for checking and adjusting extra road lists superseded by the provisions of paragraph (1) pertaining to guaranteed extra lists?

A. Yes. The Corporation shall determine the number of trainmen to be assigned to an extra list.

Q. 30. Is the Agreement governing Regulation of Yard Extra Lists effective September 1, 1977, superseded by the provisions of paragraph (1)?

A. Yes. The Corporation shall determine the number of trainmen to be assigned to an extra list.

- Q. 31. If a trainman on an extra list misses one call during the semi-monthly period, does he lose the guarantee for that period?
- A. No. His guarantee shall be reduced by an amount equal to the earnings of the assignment he missed.
- Q. 32. If a trainman on an extra list is granted permission to be off, does he lose the guarantee for the semi-monthly period?
- A. No. His guarantee during the semi-monthly period will be reduced 1/14, 1/15 or 1/16 for each 24-hour period or portion thereof he is off the list.
- Q. 33. When will the 24-hour period commence for a trainman on an extra list who is granted permission to be off?
- A. The 24-hour period commences from the time he asks for and is granted permission to be off.
- Q. 34. Does the 24-hour period also apply to extra trainmen who are granted personal leave days off?
- A. No. Payment for personal leave days are applied against his guarantee.
- Q. 35. An extra list is manned by 10 protected trainmen and 10 non-protected trainmen. Five of the non-protected trainmen are force assigned or bid to must-fill positions. Are the 5 junior protected trainmen on the extra list then treated as non-protected trainmen?
- A. Yes.
- Q. 36. When an extra road trainman is not available and there is a must-fill road vacancy to be filled, how far will the most junior protected road trainman holding a blankable second brakeman position at the location be sent?
- A. He could be sent to cover any must-fill position on an assignment that is covered by the extra list which protects the assignment from which he was removed.

- Q. 37. In a consolidated terminal, when an extra yard trainman is not available and there is a must-fill yard vacancy to be filled, will the most junior protected trainman holding a blankable second brakeman yard assignment in the same starting time period and on which assignment vacancies would be filled off the extra list, be used before trying to get an extra trainman from another extra list in the terminal?
- A. Yes.
- Q. 38. When the wage increases are applied to the \$4.00 allowance, what will the allowance be as of November 1, 1978?
- A. \$4.42.
- Q. 39. If the Corporation designates a train crew on an assignment in excess of the reduced train crew of a conductor and one brakeman, and a member of the crew fails to report or marks off sick, could the crew continue to work without calling a replacement?
- A. Yes, the same as any other crew as provided for in paragraph (q).
- Q. 40. Under paragraph (r), are road extra freight lists and road freight pools considered road freight service not covered by the Holiday Pay Article?
- A. Yes.
- Q. 41. If a brakeman on a standard crew of a conductor and two brakemen is granted permission to be off for personal days, could the crew operate with a reduced crew of a conductor and one brakeman?
- A. Yes, in accordance with the terms of this agreement.
- Q. 42. In paragraph (r), if a trainman entered service on March 15, 1974, would he be considered as "having 5 years and less than 10 years" as of March 15, 1979 and be entitled to 4 personal days off?
- A. He would have 5 years of service as of March 15, 1979 and he would be entitled to 4 personal days off in 1979 if he had not taken a personal leave day prior to March 15th in that calendar year.

- Q. 43. If a 20-year trainman works the first six months on an assignment not covered by holiday pay and gets 10 personal days off and then exercises his seniority to an assignment that is covered by holiday pay, would he be entitled to holiday pay?
- A. No. He used the maximum number of days for the year. Personal leave days and holiday pay days cannot be combined to entitle a trainman to more than 10 days compensation.
- Q. 44. If a 20-year trainman received holiday pay for two holidays, and could have received holiday pay for a third holiday but did not qualify due to unavailability, and then exercises his seniority to an assignment in freight service on which holiday pay does not apply, how many personal leave days would he be entitled to for the balance of the year?
- A. Seven.
- Q. 45. When and how are extra lists to be regulated?
- A. Extra lists are to be regulated once a week on the day the advertisements and assignments are posted. Extra lists will be regulated on the basis of the needs of the service.
- Q. 46. Will a trainman who exercises seniority from other than freight or yard service to freight or yard service be entitled to personal leave days?
- A. Yes. A trainman who exercises seniority from other than freight or yard service to freight or yard service and who otherwise qualifies for personal leave days under paragraph (r) shall be entitled to 2 personal leave days only after he has been assigned for 60 continuous calendar days in road freight and/or yard service, and 2 days for each additional 30 continuous calendar days in road freight and/or yard service, up to his maximum.
- Q. 47. Is it understood that no reduced crew assignment will be operated unless all members of a reduced train crew have portable radios which comply with the provision of the National Agreement of January 27, 1972, in working order at the time the crew reports for duty?
- A. Yes, excluding those assignments which could be manned by one conductor and one brakeman prior to November 1, 1978, the effective date of the agreement. By November 1, 1979, radios

are to be made available on those assignments which could be manned by one conductor and one brakeman prior to November 1, 1978.

Q. 48. Will a reduced train crew be required to continue working if a radio becomes inoperative after a crew reports for duty and begins service?

A. Yes. In road service normal train handling will prevail in accordance with applicable operating rules. In yard service, the crew will continue working. However, if the radio failure occurs in close proximity to a place where a replacement radio is available, a replacement will be made.

Q. 49. How will the extra list guarantee be treated when a protected extra trainman is on vacation?

A. For each day a protected trainman assigned to an extra list is on vacation, his guarantee will be reduced by one basic day at the rate applicable to the extra list. One week is equal to seven days.

Q. 50. Does paragraph (1) apply to pure conductor road extra lists?

A. No.

Q. 51. Does paragraph (1) apply to pure conductor yard extra lists? If so, what guaranteed money equivalent is applicable?

A. Paragraph (1) applies to pure conductor yard extra lists. The guaranteed money equivalent is 10 days' pay at the yard conductor rate of pay.

Q. 52. Does paragraph (1) apply to pure conductor combination road-yard extra lists? If so, what guaranteed money equivalent is applicable?

A. Paragraph (1) applies to pure conductor combination road-yard extra lists. The guaranteed money equivalent is 10 days' pay at the local freight conductor rate of pay.

Q. 53. When trainmen on a road extra list under paragraph (1) covers only switch runs which are paid other than the local freight rate of pay, what guaranteed money equivalent is applicable?

A. The guaranteed money equivalent for trainmen on such an extra list would be 12 days' pay at the basic rate of pay applicable to the switch runs covered from that extra list.

Q. 54. Will a reduced train crew be censured, disciplined, or suffer loss of wages for refusing to begin work until they are supplied with working radios which comply with the National Agreement of January 27, 1972?

A. No, except on assignments which could be manned by one conductor and one brakeman prior to November 1, 1978, (until November 1, 1979). If the radio becomes defective after beginning work, Question & Answer 48 shall govern.

FOR THE UNITED TRANSPORTATION
UNION:

FOR CONSOLIDATED
RAIL CORPORATION:

(SIGNATURES OMITTED)

AGREEMENT MADE THIS 30TH DAY OF DECEMBER, 1980, BETWEEN THE CONSOLIDATED RAIL CORPORATION AND THE EMPLOYEES THEREOF REPRESENTED BY THE UNITED TRANSPORTATION UNION (C) AND (T) ON THE FORMER PENNSYLVANIA RAILROAD, LINES EAST, THE FORMER PENNSYLVANIA READING SEASHORE LINES, AND THE FORMER RARITAN RIVER RAILROAD COMPANY GOVERNING THE CREW CONSIST AND THE ASSIGNMENT OF TRAINMEN TO POSITIONS IN ROAD FREIGHT AND YARD SERVICE.

DEFINITIONS:

- (1) Standard train crew: Not less than one conductor and two brakemen.
- (2) Reduced train crew: Not less than one conductor and one brakeman, except by agreement between the General Chairman and the Corporation's highest designated officer.
- (3) Minimum train crew: A reduced train crew.
- (4) Trainman: An employee of Conrail who holds train service seniority in road or yard service.
- (5) Protected Trainman: An employee holding a seniority date on road train and/or yard service seniority rosters on January 1, 1979. Any such employee in a dismissed or terminated status on January 1, 1979 who is subsequently reinstated with seniority rights unimpaired.
- (6) Non-protected Trainman: A trainman hired after January 1, 1979.
- (7) Non-blankable Position: A conductor and one brakeman position on all road freight and yard crew assignments. Single conductor or brakeman positions in road freight and yard service. Brakeman positions designated by the Corporation in accordance with paragraph (g).
- (a) All road freight and yard crews shall be manned by a standard train crew consist, except as specifically outlined in this agreement.

The crew consist of standard train crews shall be reduced solely by attrition.

For purposes of this agreement, the term "attrition" is accepted to mean the termination of a trainman's employee relationship with the Corporation by reason of death, retirement, resignation, dismissal, severance of employment covered by sub-sections (d) and (e) of Section 505 of Title V of the Regional Rail Reorganization Act of 1973, as amended, or of paragraph (e) of this agreement.

(b) A protected trainman shall retain the right to exercise seniority to second brakeman positions, except those specified in paragraph (f) provided that his services are not required on a non-blankable position or on an extra list.

When an extra list under the jurisdiction of the General Chairman signatory to this agreement is to be increased, protected trainmen shall be removed from blankable second brakeman positions in the following order:

- (1) Remove the required number of the most junior protected trainmen on blankable second brakeman positions on assignments protected by the extra list to be increased.
- (2) Remove the required number of the most junior protected trainmen on blankable second brakeman positions on assignments protected by another extra list of the same prior right seniority district at the nearest geographical location(s) to the extra list to be increased.
- (3) Remove the required number of the most junior protected trainmen on blankable second brakeman positions on assignments protected by an extra list on another prior right seniority district at the next nearest geographical location within the terminal where the extra list is to be increased.

NOTE: In the application of (1), (2) and (3), at locations where road and yard lists are maintained, when a yard list is to be increased, junior protected trainmen shall be removed from yard assignments before removing junior protected trainmen from road assignments. When a road list is to be increased junior protected trainmen shall be removed from road assignments before removing junior protected trainmen from yard assignments.

- (4) Remove the required number of the most junior protected trainmen on blankable second brakeman positions in road or yard service at the next nearest geographical location on the same seniority district within the territory described in Q&A No. 1 of the Agreed to Title V Questions and Answers.

When an extra list under the jurisdiction of a General Chairman not signatory to this agreement is to be increased and there are an insufficient number of protected trainmen available on blankable second brakeman positions on assignments under the jurisdiction of the General Chairmen not signatory to this agreement to be assigned to the extra list being increased, and there are sufficient protected trainmen on blankable second brakemen positions on assignments under the jurisdiction of the General Chairman signatory to this agreement, the required number of the most junior protected trainmen on blankable second brakeman positions under the jurisdiction of the General Chairman signatory to this agreement at the nearest geographical location to the extra list to be increased shall be removed from such positions for the extra list to be increased, but not to exceed the territory described in Q&A No. 1 and Item (2) thereof of the Agreed to Title V Questions and Answers.

Trainmen removed from blankable second brakemen positions as outlined herein have 4 hours from the time they are notified that they are removed from their positions to exercise displacement rights against junior trainmen. Trainmen who are displaced as provided herein shall also have 4 hours to exercise displacement rights against junior trainmen. Trainmen who fail to exercise displacement rights within 4 hours and trainmen who are unable to displace junior trainmen shall be assigned to the extra list to be increased.

(c) No Protected Trainman shall be furloughed by the Corporation as long as a reduced train crew is operated in his Conrail seniority district, except as provided in paragraphs (f), (g) and (p). A Protected Trainman who is unable to hold a position at a location where employed and elects not to exercise his seniority to another location within his Conrail seniority district shall not be considered "furloughed by the Corporation".

(d) Non-Protected Trainmen shall not have the right to exercise seniority to blanked or blankable second brakeman positions or to be called from an extra list for blanked or blankable second brakeman positions.

(e) The Corporation shall have the right to offer separation allowances to protected trainmen in active service, or protected trainmen in active service may request a separation allowance. The Corporation shall determine the number of separation allowances to be granted. A protected trainman entitled to a separation allowance in accordance with Section 505(e) of the Regional Rail Reorganization Act of 1973, as amended, shall be provided with a separation allowance in accordance with the provisions of that Section. A protected trainman not entitled to a separation allowance under Section 505(e) shall have his allowance computed in accordance with Section 505(e), but such allowance shall not exceed 270 days' pay at the rate of the position he last held.

(f) Effective with the date of this agreement, the following assignments shall be manned by a conductor and one brakeman, and the second brakeman position thereon shall not be subject to filling by protected trainmen or non-protected trainmen:

- (1) Hours of Service Relief Crews, Work, Construction, Wire, Snow Removal, and Wreck Trains, including handling wreckers from terminal to terminal.
- (2) New business or new service operations, such as piggyback, intermodal, unit and commodity trains, established to compete with other modes of transportation, such as trucks, ships and barges.
- (3) Assignments which could be manned by one conductor and one brakeman prior to November 1, 1978.

(g) The Corporation is not restricted from establishing a train crew consist in excess of the minimum on any assignment.

By agreement between the appropriate Corporation Officer and the Local Chairman having jurisdiction trains in mountain grade territory may be manned by a standard train crew when the use of manual retainers are required.

(h) No Protected Trainman shall be moved from a standard train crew to a reduced train crew in order to make the reduced train crew a standard train crew.

(i) The Corporation is not restricted from establishing single trainman assignments such as switchtenders, skatemen, utility brakemen.

(j) An extra Protected Trainman shall be called for an available second brakeman position for one tour of duty per day if he is available and stands to be called for such a position, unless he worked on a non-blankable position, he is being held for a known non-blankable vacancy, or he has had 5 starts in a calendar week. The use of extra Protected Trainmen on non-blankable positions shall not be a basis for a runaround claim from extra non-protected trainmen. Should a non-blankable vacancy or an assignment for which an extra Protected Trainman is held not materialize and he is not used thereafter on that calendar day, he shall be paid the amount he would have been paid had he been used in his turn to fill the blankable position and be marked up on the bottom of the extra list.

A protected trainman working from an extra list who is available for service during an entire semi-monthly period and who does not lay off or miss out shall be guaranteed a money equivalent as follows:

Yard extra list - 10 days' pay at the yard brakeman rate of pay.

Road extra list - 12 days' pay at basic through freight brakeman rate of pay.

Combination list - 10 days' pay at the yard brakeman rate of pay.

The guaranteed money equivalent shall apply to each semi-monthly period.

The Corporation shall determine the number of trainmen to be assigned to an extra list.

When a Protected Trainman is removed from an extra list after 12 o'clock noon or is placed on an extra list before 12 o'clock noon, he shall be considered as assigned to the extra list for that calendar day. When a Protected Trainman is removed from an extra list before 12 o'clock noon or is placed on an extra list after 12 o'clock noon, he shall not be considered as assigned to the extra list for that calendar day.

For each calendar day a Protected Trainman is not assigned to the extra list in each semi-monthly period, his guarantee shall be pro-rated and reduced on the basis of 1/15 or 1/16 (depending on the number of days in the period) for each calendar day. The guarantee for February shall be determined by the number of days in that month, 1/14 or 1/15. The guarantee shall be reduced by an amount equal to the earnings of any assignment for which a Protected Trainman misses a call.

The number of junior protected trainmen entitled to a guarantee on an extra list shall be reduced on a one-for-one basis for each non-protected trainman occupying a position on an assignment protected by that extra list.

(k) If a Protected Trainman elects to take a blankable position or an extra board position when his seniority would otherwise permit him to hold a non-blankable position, and such election permits a non-protected trainman to hold down the non-blankable position, then a junior Protected Trainman on the extra board shall be treated as a non-protected trainman for that same period of time during which work on a non-blankable assignment is otherwise available to such senior Protected Trainman. For every Protected Trainman electing to remain on a blankable position or on the extra board under these conditions, one junior Protected Trainman shall be treated as a non-protected trainman, so that the number of Protected Trainmen treated as non-protected trainmen shall be equal to the number of Protected Trainmen who could hold non-blankable positions.

(l) When an extra trainman is not available and there is a non-blankable road vacancy to be filled, the most junior available protected trainman holding a blankable road brakeman position at that location shall be required to fill the position for one tour of duty. If there is no junior available protected trainman holding a blankable road brakeman position at that location, the most junior available trainman holding a blankable road brakeman position at another location on an assignment protected by the extra list from which the non-blankable vacancy is normally filled shall be required to fill the position for one tour of duty. A protected trainman who is used to fill a non-blankable vacancy or is held for a non-blankable vacancy and not used, shall be paid any loss of earnings from his regular road assignment.

When it is known in advance that an extra trainman will not be available and that a trainman on a blankable brakeman position is to be held off his regular assignment to fill a non-blankable road vacancy, the regularly assigned trainman will be given proper notice in advance of the reporting for duty time of his regular assignment.

A protected trainman who is removed from his blankable road brakeman position to fill a non-blankable position at another location will be considered as an extra man being used from the location of his regular assignment. He will not be disqualified for payment of deadheading by reason of "first man out, last man back" restrictions on vacancies of more than one day.

(m) When an extra trainman is not available and there is a non-blankable yard vacancy to be filled, the most junior protected trainman holding a second brakeman yard assignment in the same starting time period (thereafter the next period(s)), shall be required to fill the position for one tour of duty. If there is no junior available protected trainman holding a blankable yard brakeman position at that location, the most junior available trainman holding a blankable yard brakeman position at another location on an assignment protected by the extra list from which the non-blankable vacancy is normally filled shall be required to fill the position for one tour of duty. A protected trainman who is used to fill a non-blankable vacancy or is held for a non-blankable vacancy and not used, shall be paid any loss of earnings from his regular yard assignment.

When it is known in advance that an extra trainman will not be available and that a trainman on a blankable brakeman position is to be held off his regular assignment to fill a non-blankable yard vacancy, the regularly assigned trainman will be given proper notice in advance of the reporting for duty time of his regular assignment.

A protected trainman who is removed from his blankable yard brakeman position to fill a non-blankable position at another location will be considered as an extra man being used from the location of his regular assignment. He will not be disqualified for payment of deadheading by reason of "first man out, last man back" restrictions on vacancies of more than one day.

(n) Except as provided in paragraph (p), when a road freight or yard crew assignment is operated with a reduced train crew, protected and non-protected trainmen on such assignment shall be allowed a Reduced Train Crew Allowance of \$5.45. This allowance shall be subject to any future general wage increases and cost of living allowances.

(o) Except as provided in paragraph (p), when a road freight or yard crew assignment is operated with a reduced train crew, protected trainmen on such assignment shall be allowed a Productivity Savings Sharing Allowance of \$22.00. This allowance shall not be subject to any future general wage increases and cost of living allowances.

(p) In the event a standard yard or road freight crew member fails to report for duty at the assigned reporting time, the remaining crew members may be required to work on a reduced crew basis. Should the absent member of a yard crew fail to report within one hour, or if the absent member of a road crew fails to report before departure of the train, the remaining crew members shall finish that tour of duty,

receiving the Reduced Train Crew Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance as specified in paragraph (o).

If a trainman on a standard train crew marks off after being on duty less than 4 hours, he shall be paid for the actual time on duty. The remaining two crew members may be required to complete the trip or tour of duty and receive the Reduced Crew Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance as specified in paragraph (o).

If a trainman on a standard train crew marks off after being on duty 4 hours or more, he shall be paid for the actual time on duty. The remaining two crew members may be required to complete the trip or tour of duty without receiving the Reduced Train Crew Allowance or the Productivity Savings Sharing Allowance.

If a trainman on a standard train crew on a straightaway road assignment marks off sick or is not available to cover his return train from his away-from-home terminal, the remaining two crew members may be required to work back to their home terminal, receiving the Reduced Train Crew Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance as specified in paragraph (o).

(q) Trainmen in road freight service not covered by the Holiday Pay Article shall be entitled to personal days off and to payment of one basic day's pay for each day off taken at the rate of pay applicable to the last service performed. The number of personal days off permitted to a trainman shall be based on his years of train service as indicated below:

Less than 5 years	-	2 days off
5 years and less than 10 years	-	4 days off
10 years and less than 15 years	-	6 days off
15 years and less than 20 years	-	8 days off
20 years and more	-	10 days off

A trainman's personal days off in any calendar year shall be reduced by the number of days he is paid for a holiday or deprived of holiday pay through his own volition. This agreement and the Holiday Pay Article shall not be combined to entitle a trainman to more than 10 days compensation.

A request for a personal day off must be made by the trainman at least 24 hours in advance of the day or days off to be taken and shall be

granted consistent with the requirements of the service. The Corporation shall maintain a sufficient number of trainmen to permit reasonable lay-off privileges and to protect vacations, personal days off and other extended vacancies.

When a trainman of a standard train crew is on his personal day off, the assignment may be operated with a reduced train crew for the day off. The remaining two train crew members shall receive the Reduced Train Crew Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance as specified in paragraph (o).

(r) A radio in good working order shall be furnished each member of a reduced train crew.

Portable radios furnished members of a reduced train crew operating in yard service shall not exceed three pounds in weight and will be equipped with a suitable holder which shall firmly hold the radio close to the body and shall be of such size as to permit being placed in coat or trouser pocket.

The size and weight of portable radios used by reduced train crew operating in road service shall not exceed that presently in use, and portable radios hereafter purchased for use in this class of service shall be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three pounds.

Trainmen shall not be held responsible for accidents caused by failure of radio equipment to properly function.

At locations where radios are used there must be sufficient frequency channels to insure safe communications.

Members of a reduced train crew shall not be censured, disciplined or suffer loss of wages for refusing to begin work until they are supplied with radios in good working order.

If a radio becomes inoperative after a crew begins service a reduced train crew may be required to continue working until arrival at a location where a replacement radio in good working order is available at which location a replacement shall be made.

(s) A member of a reduced train crew shall not be censured or disciplined for alleged insubordination by reason of his refusal to operate with less than the required train crew complement.

(t) Nothing in this agreement changes existing crew consist arrangements in passenger service.

(u) (1) Trainmen working in freight or yard service who desire to be marked up on a passenger brakeman's extra list when such list is to be increased must file a written preference card for the passenger brakeman's extra list or lists of their choice to the Assignment Clerk having jurisdiction. A preference card for a passenger brakeman's extra list may be withdrawn upon receipt by the Assignment Clerk of a 24-hour advance written notice.

(2) When passenger service requirements necessitate increasing the number of brakemen on a passenger brakeman's extra list, the required number of trainmen who have a preference card on file for that extra list shall be assigned in seniority order.

(3) If there is an insufficient number of preference cards on file to meet the requirements on a passenger brakeman's extra list to be increased, the following steps shall be followed:

- (A) Assign the most junior brakeman working on a blankable second brakeman position on a road freight or yard assignment on the same prior right seniority district at the location of the passenger brakeman's extra list to be increased.
- (B) Assign the most junior brakeman working on a blankable second brakeman position on a road freight or yard assignment on the same prior right seniority district at the next nearest geographical location(s) to the passenger brakeman's extra list to be increased.
- (C) Assign the most junior brakeman working on a blankable second brakeman position on a road freight or yard assignment on other prior right seniority district(s) at the location of the passenger brakeman's extra list to be increased.
- (D) Assign the most junior brakeman working on a blankable second brakeman position on a road freight or yard assignment at the next nearest geographical location on the same seniority district within the territory described in Q&A No. 1 of the Agreed to Title V Questions and Answers.

- (E) When an extra list under the jurisdiction of a General Chairman not signatory to this agreement is to be increased and there are an insufficient number of protected trainmen available on blankable second brakeman positions on assignments under the jurisdiction of the General Chairmen not signatory to this agreement to be assigned to the extra list being increased, and there are sufficient protected trainmen on blankable second brakeman positions on assignments under the jurisdiction of the General Chairman signatory to this agreement, protected trainmen on blankable second brakeman positions at the nearest geographical location to the extra list to be increased which are under the jurisdiction of the General Chairman signatory to this agreement shall be removed from such positions for the extra list to be increased, but not to exceed the territory described in Q&A No. 1 and Item (2) thereof of the Agreed to Title V Questions and Answers.

Trainmen removed from blankable second brakemen positions as outlined herein have 4 hours from the time they are notified that they are removed from their positions to exercise displacement rights against junior trainmen. Trainmen who are displaced as provided herein shall also have 4 hours to exercise displacement rights against junior trainmen. Trainmen who fail to exercise displacement rights within 4 hours and trainmen who are unable to displace junior trainmen shall be assigned to the extra list to be increased.

The seniority date being used by a brakeman to hold the position to which he is assigned shall determine his seniority standing as a "most junior brakeman" in the application of paragraph (u)(3).

Trainmen who attend instructional classes to become qualified in passenger service shall be given the required examination at the end of the instructional class and upon passing the examination be paid one day's pay at the rate applicable to a ticket collector in short turnaround passenger service for each day.

(v) Supervisory personnel of the Corporation, including yardmasters, shall not be used to substitute for a trainman on a road or yard crew assignment in the application of this agreement.

(w) The General Committee of Adjustment shall not oppose the Corporation in seeking relief from regulations of regulatory agencies which would limit or preclude implementation or application of this agreement.

(x) This agreement shall be deemed to be the "Appendix A" referred to in paragraph "(a)" of the agreement of August 30, 1978, with respect to the employees represented by the employee representative signatory hereto, and shall supersede the agreements of September 8, 1978 and the Productivity Savings Sharing Trust Fund Agreement of February 25, 1980, and abrogate any obligations and rights that might flow from the September 8, 1978 and February 25, 1980 agreements, as to employees represented by the employee representative signatory hereto.

(y) The parties hereto recognize the complexities involved in this crew consist issue and agreements involved, and agree that disputes shall be handled in conference to endeavor to arrive at agreed-upon interpretations, arrangements to be made for periodic conferences to accomplish same, in keeping with the intent and purpose of these agreements and the rights of the parties thereunder.

(z) The parties hereto, recognizing their obligation under Section 504(d) of the Regional Rail Reorganization Act, as amended, and under all applicable law and the decisions thereto, signed this agreement at Philadelphia, Pennsylvania on December 30, 1980, which agreement shall become effective December 31, 1980, and shall supersede all other agreements, rules or understandings which are in conflict herewith.

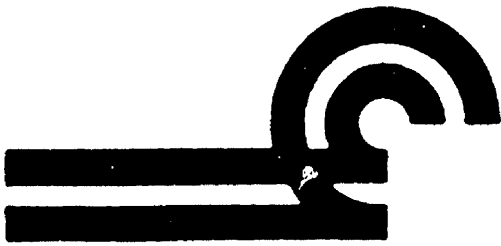
Conrail further agrees that it will not serve on the signatory General Committee of Adjustment a proposal pursuant to Section 6 of the Railway Labor Act to change any matter contained in this agreement during the 1981 wage and/or rule negotiations or during the period of any moratorium resulting from the 1981 wage or rule negotiations, except in accordance with the terms of such moratorium. Should Conrail serve and progress a proposal for any change in this agreement after the aforementioned negotiations and moratorium, the parties agree that any changes shall not be placed into effect prior to December 31, 1983, except by the written agreement of the parties hereto.

FOR THE UNITED
TRANSPORTATION UNION
CONRAIL (PC LINES EAST-PL)-T:

FOR CONSOLIDATED
RAIL CORPORATION:

(SIGNATURES OMITTED)

CONRAIL



December 30, 1980

Mr. C. P. Jones
General Chairman, UTU
Philadelphia, PA

Dear Sir:

It was agreed that in the application of Definition (5) of the Crew Consist Agreement made December 30, 1980, the following train service employees of the former Raritan River Railroad Company who on the date of the Crew Consist Agreement are working and maintaining membership under the jurisdiction of the General Committee of Adjustment on the former Pennsylvania Railroad, Lines East and former Pennsylvania Seashore Lines will also be considered Crew Consist Protected Trainmen under the same terms and conditions as the other Crew Consist Protected Trainmen under that General Committee of Adjustment:

J. D. Prusakowski
T. A. Geant

Very truly yours,

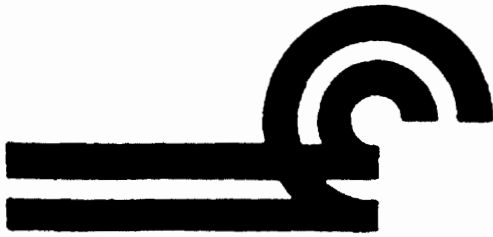
/s/ R. E. Swert

R. E. Swert
Assistant Vice President-
Labor Relations

I CONCUR:

/s/ C. P. Jones
C. P. Jones,
General Chairman, UTU

CONRAIL



December 30, 1980

Mr. C. P. Jones
General Chairman, UTU
Philadelphia, PA

Dear Sir:

It is agreed that in the application of paragraph (b) of the Crew Consist Agreement made December 30, 1980, when a trainman is removed from a blankable second brakeman position because his services are required on an extra list and elects to displace a junior trainman he must do so within 4 hours from the time notified but he will not be permitted to cover the assignment to which he displaced before 12:01 A.M., Tuesday. A trainman who is displaced and elected to displace a junior trainman must also do so within 4 hours from the time notified but he will not be permitted to cover the assignment to which he displaced before 12:01 A.M., Tuesday.

When extra lists are regulated once a week on the day the advertisement and assignments are posted (Mondays), the effective time of the assignment of trainmen to the extra lists will be 12:01 A.M., Tuesday.

When a trainman is removed from a blankable second brakeman position because his services are required on an extra list and he elects to displace a junior trainman outside his terminal, another trainman will be removed from a blankable second brakeman position to take his place on a one-for-one basis.

Very truly yours,

/s/ R. E. Swert

R. E. Swert
Assistant Vice President-
Labor Relations

I CONCUR:

/s/ C. P. Jones
C. P. Jones,
General Chairman, UTU

SECTION 3

AGREEMENT MADE THIS 30TH DAY OF DECEMBER, 1980, BETWEEN THE CONSOLIDATED RAIL CORPORATION AND THE EMPLOYEES THEREOF REPRESENTED BY THE UNITED TRANSPORTATION UNION (C) AND (T) ON THE FORMER BOSTON AND ALBANY.

DEFINITIONS:

- (1) **Standard train crew:** Not less than one conductor and two brakemen.
- (2) **Reduced train crew:** Not less than one conductor and one brakeman; except by agreement between the General Chairman and the Corporation's highest designated officer.
- (3) **Minimum train crew:** Not less than one conductor and one brakeman; except by agreement between the General Chairman and the Corporation's highest designated officer.
- (4) **Trainman:** An employee of Conrail who holds train service seniority in road or yard service.
- (5) **Protected Trainman:** An employee holding a seniority date on road train and/or yard service seniority rosters on September 8, 1978. Any such employee in a dismissed or terminated status on September 8, 1978 who is subsequently reinstated with seniority rights unimpaired.
- (6) **Non-protected Trainman:** A trainman hired after September 8, 1978.
- (7) **Non-blankable/Must-fill Position:** A conductor and one brakeman position on all road freight and yard crew assignments. Single conductor or brakeman positions in road freight and yard service. Brakeman positions designated by the Corporation in accordance with paragraph (g).
- (8) **Blanked Position:** A second brakeman position on a road freight or yard crew assignment that is not filled when the crew works as a reduced crew.
- (9) **Blankable Position:** A second brakeman position on a road freight or yard crew assignment.

(a) All road freight and yard crews shall be manned by a standard train crew consist of not less than one conductor and two brakemen, except as specifically outlined in this agreement.

The crew consist of standard train crews shall be reduced solely by attrition.

For purposes of this agreement, the term "attrition" is accepted to mean the termination of a trainman's employee relationship with the Corporation by reason of death, retirement, resignation, dismissal, severance of employment covered by sub-sections (d) and (e) of Section 505 of Title V of the Regional Rail Reorganization Act of 1973, as amended, or of paragraph (f) of this agreement.

(b) All employees holding a seniority date on road train and/or yard service seniority rosters on September 8, 1978, shall be protected employees. Any such employee in a dismissed (discharged) status on September 8, 1978, who under appeal is subsequently reinstated with seniority rights unimpaired shall also be a protected employee.

(c) A protected trainman shall retain the right to exercise seniority to second brakeman positions, except those specified in paragraph (g) provided that his services are not required on a must-fill position or on an extra list.

When an extra list under the jurisdiction of the General Chairman signatory to this agreement is to be increased, protected trainmen will be removed from blankable second brakeman positions in the following order:

- (1) Remove the required number of the most junior protected trainmen on blankable second brakeman positions on assignments protected by the extra list to be increased.
- (2) Remove the required number of the most junior protected trainmen on blankable second brakeman positions on assignments protected by another extra list of the same prior right seniority district at the nearest geographical location(s) to the extra list to be increased.
- (3) Remove the required number of the most junior protected trainmen on blankable second brakeman positions on assignments protected by an extra list on another prior right seniority district at the location where the extra list is to be increased.

NOTE: In the application of (1), (2) and (3), at locations where road and yard lists are maintained, when a yard list is to be increased, junior protected trainmen shall be removed from yard assignments before removing junior protected trainmen from road assignments. When a road list is to be increased junior protected trainmen shall be removed from road assignments before removing junior protected trainmen from yard assignments.

- (4) Remove the required number of the most junior protected trainmen on blankable second brakeman positions in road or yard service at the next nearest location on the same seniority district.

NOTE: A protected trainman on a blankable second brakeman position will not be forced to the next nearest location where an extra list is to be increased if the distance from the terminal of the protected trainman's assignment to the terminal where the extra list is to be increased is in excess of 50 rail miles, except where such assignment is covered by that extra list.

When an extra list under the jurisdiction of a General Chairman not signatory to this agreement is to be increased and there are an insufficient number of protected trainmen available on blankable second brakeman positions on assignments under the jurisdiction of the General Chairmen not signatory to this agreement to be assigned to the extra list being increased, and there are sufficient protected trainmen on blankable second brakemen positions on assignments under the jurisdiction of the General Chairman signatory to this agreement, the required number of the most junior protected trainmen on blankable second brakeman positions under the jurisdiction of the General Chairman signatory to this agreement at the nearest location to the extra list to be increased shall be removed from such positions for the extra list to be increased. The Note to paragraph (c)(4) above will apply in the application of this paragraph.

Trainmen removed from blankable second brakemen positions as outlined herein have 4 hours from the time they are notified that they are removed from their positions to exercise displacement rights against junior trainmen. Trainmen who are displaced as provided herein shall also have 4 hours to exercise displacement rights against junior trainmen.

Trainmen who fail to exercise displacement rights within 4 hours and trainmen who are unable to displace junior trainmen shall be assigned to the extra list to be increased.

(d) No Protected Trainman shall be furloughed by the Corporation as long as a reduced train crew is operated in his Conrail seniority district, except as provided in paragraphs (g), (q) and (r). A Protected Trainman who is unable to hold a position at a location where employed and elects not to exercise his seniority to another location within his Conrail seniority district shall not be considered "furloughed by the Corporation."

(e) Trainmen hired after September 8, 1978 shall not have the right to exercise seniority to blanked or blankable second brakeman positions or to be called from an extra list for blanked or blankable second brakeman positions.

(f) The Corporation shall have the right to offer separation allowances to protected trainmen in active service, or protected trainmen in active service may request a separation allowance. The Corporation shall determine the number of separation allowances to be granted. A protected trainman entitled to a separation allowance in accordance with Section 505(e) of the Regional Rail Reorganization Act of 1973, as amended, shall be provided with a separation allowance in accordance with the provisions of that Section. A protected trainman not entitled to a separation allowance under Section 505(e) shall have his allowance computed in accordance with Section 505(e), but such allowance shall not exceed 270 days' pay at the rate of the position he last held.

(g) Effective with the date of this agreement, the following assignments shall be manned by a conductor and one brakeman, and the second brakeman position thereon shall not be subject to filling by protected trainmen or non-protected trainmen:

- (1) Hours of Service Relief Crews, Work, Construction, Wire, Snow Removal, and Wreck Trains, including handling wreckers from terminal to terminal.
- (2) New business or new service operations, such as piggy-back, intermodal, unit and commodity trains, established to compete with other modes of transportation, such as trucks, ships and barges.
- (3) Assignments which could be manned by one conductor and one brakeman prior to November 1, 1978.

(h) Except as provided in paragraph (k), the minimum train crew in road freight and yard service shall consist of not less than one conductor and one brakeman. No service shall be required of any crew manned by less than one conductor and one brakeman unless by agreement between the General Chairman and the Corporation's highest designated officer.

(i) The Corporation is not restricted from establishing a train crew consist in excess of the minimum on any assignment.

(j) No Protected Trainman shall be moved from a standard train crew to a reduced train crew in order to make the reduced train crew a standard train crew.

(k) The Corporation is not restricted from establishing single trainman assignments such as switchtenders, skatemen, utility brakemen.

(l) An extra Protected Trainman shall be called for an available second brakeman position for one tour of duty per day if he is available and stands to be called for such a position, unless he worked on a must-fill position, he is being held for a known must-fill vacancy, or he has had 5 starts in a calendar week. The use of extra Protected Trainmen on non-blankable positions shall not be a basis for a runaround claim from extra non-protected trainmen. Should a must-fill vacancy or an assignment for which an extra Protected Trainman is held not materialize and he is not used thereafter on that calendar day, he shall be paid the amount he would have been paid had he been used in his turn to fill the blankable position and be marked up on the bottom of the extra list.

A protected trainman working from an extra list who is available for service during an entire semi-monthly period and who does not lay off or miss out shall be guaranteed a money equivalent as follows:

Yard extra list - 10 days' pay at the yard brakeman rate of pay.

Road extra list - 12 days' pay at basic through freight brakeman rate of pay.

Combination list - 10 days' pay at the yard brakeman rate of pay.

The guaranteed money equivalent shall apply to each semi-monthly period.

The Corporation shall determine the number of trainmen to be assigned to an extra list.

When a Protected Trainman is removed from an extra list after 12 o'clock noon or is placed on an extra list before 12 o'clock noon, he shall be considered as assigned to the extra list for that calendar day. When a Protected Trainman is removed from an extra list before 12 o'clock noon or is placed on an extra list after 12 o'clock noon, he shall not be considered as assigned to the extra list for that calendar day.

For each calendar day a Protected Trainman is not assigned to the extra list in each semi-monthly period, his guarantee shall be pro-rated and reduced on the basis of 1/15 or 1/16 (depending on the number of days in the period) for each calendar day. The guarantee for February shall be determined by the number of days in that month, 1/14 or 1/15. The guarantee shall be reduced by an amount equal to the earnings of any assignment for which a Protected Trainman misses a call.

The number of junior protected trainmen entitled to a guarantee on an extra list shall be reduced on a one-for-one basis for each non-protected trainman occupying a position on an assignment protected by that extra list.

(m) If a Protected Trainman elects to take a blankable position or an extra board position when his seniority would otherwise permit him to hold a non-blankable position, and such election permits a non-protected trainman to hold down the non-blankable position, then a junior Protected Trainman on the extra board shall be treated as a non-protected trainman for that same period of time during which work on a non-blankable assignment is otherwise available to such senior Protected Trainman. For every Protected Trainman electing to remain on a blankable position or on the extra board under these conditions, one junior Protected Trainman shall be treated as a non-protected trainman, so that the number of Protected Trainmen treated as non-protected trainmen shall be equal to the number of Protected Trainmen who could hold non-blankable positions.

(n) When an extra trainman is not available and there is a must-fill road vacancy to be filled, the most junior available protected trainman holding a blankable road brakeman position at that location shall be required to fill the position for one tour of duty. If there is no junior available protected trainman holding a blankable road brakeman position at that location, the most junior available trainman holding a blankable road brakeman position at another location on an assignment protected by the extra list from which the non-blankable vacancy is normally filled shall be required to fill the position for one tour of duty. A protected trainman who is used to fill a non-blankable vacancy or is held for a non-blankable vacancy and not used, shall be paid any loss of earnings from his

regular road assignment. When it is known in advance that an extra trainman will not be available and that a trainman on a blankable brakeman position is to be held off his regular assignment to fill a non-blankable road vacancy, the regularly assigned trainman will be given proper notice in advance of the reporting for duty time of his regular assignment.

NOTE: A Protected Trainman who is removed from a blankable road brakeman position to fill a non-blankable vacancy on an assignment at other than the location of his regular assignment shall be considered in the same category as an extra trainman being used to cover an assignment from an extra list at the location of his regular assignment to the location of the assignment where he is used to cover a non-blankable vacancy.

(o) When an extra trainman is not available and there is a must-fill yard vacancy to be filled, the most junior protected trainman holding a second brakeman yard assignment at that location in the same starting time period (thereafter the next period(s)), shall be required to fill the position for one tour of duty. If there is no junior available protected trainman holding a blankable yard brakeman position at that location, the most junior available trainman holding a blankable yard brakeman position at another location on an assignment protected by the extra list from which the non-blankable vacancy is normally filled shall be required to fill the position for one tour of duty. A protected trainman who is used to fill a non-blankable vacancy or is held for a non-blankable vacancy and not used, shall be paid any loss of earnings from his regular yard assignment. When it is known in advance that an extra trainman will not be available and that a trainman on a blankable brakeman position is to be held off his regular assignment to fill a non-blankable yard vacancy, the regularly assigned trainman will be given proper notice in advance of the reporting for duty time of his regular assignment.

NOTE: A Protected Trainman who is removed from a blankable yard brakeman position to fill a non-blankable vacancy on an assignment at other than the location of his regular assignment shall be considered in the same category as an extra trainman being used to cover an assignment from an extra list at the location of his regular assignment to the location of the assignment where he is used to cover a non-blankable vacancy.

(p) Except as provided in paragraph (q), when a road freight or yard crew assignment is operated with a reduced train crew of one conductor

and one brakeman, protected and non-protected trainmen on such assignment shall be allowed a Reduced Train Crew Allowance of \$5.45. This allowance shall be subject to any future general wage increases and cost of living allowances.

(q) In the event a standard yard or road freight crew member fails to report for duty at the assigned reporting time, the remaining crew members may be required to work on a reduced crew basis. Should the absent member of a yard crew fail to report within one hour, or if the absent member of a road crew fails to report before departure of the train, the remaining crew members shall finish that tour of duty, receiving the Reduced Train Crew Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance as specified in paragraph (u).

If a trainman on a standard train crew marks off sick or is injured after being on duty less than 4 hours, he shall be paid for the actual time on duty. The remaining two crew members may be required to work and receive the Reduced Crew Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance as specified in paragraph (u).

If a trainman on a standard train crew marks off sick or is injured after being on duty 4 hours or more, he shall be paid for the actual time on duty. The remaining two crew members may be required to work without receiving the Reduced Train Crew Allowance or the Productivity Savings Sharing Allowance.

If a trainman on a standard train crew on a straightaway road assignment marks off sick or is not available to cover his return train from his away-from-home terminal, the remaining two crew members may be required to work back to their home terminal and receive the Reduced Train Crew Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance as specified in paragraph (u).

(r) Trainmen in road freight service not covered by the Holiday Pay Article shall be entitled to personal days off and to payment of one basic day's pay for each day off taken at the rate of pay applicable to the last service performed. The number of personal days off permitted to a trainman shall be based on his years of train service as indicated below:

Less than 5 years	-	2 days off
5 years and less than 10 years	-	4 days off
10 years and less than 15 years	-	6 days off

15 years and less than 20 years - 8 days off
20 years and more - 10 days off

A trainman's personal days off in any calendar year shall be reduced by the number of days he is paid for a holiday or deprived of holiday pay through his own volition. This agreement and the Holiday Pay Article shall not be combined to entitle a trainman to more than 10 days compensation.

A request for a personal day off must be made by the trainman at least 24 hours in advance of the day or days off to be taken and shall be granted consistent with the requirements of the service. The Corporation shall maintain a sufficient number of trainmen to permit reasonable lay-off privileges and to protect vacations, personal days off and other extended vacancies.

When a member of a standard train crew is on his personal day off, if his position is not a must-fill position his assignment may be operated with a reduced train crew for the day off. The remaining two crew members may be required to work and receive the Reduced Train Crew Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance as specified in paragraph (u).

(s) Radios shall be available for use by all members of reduced train crews.

Current operating rules and regulations governing the operation of train and yard movements shall be reviewed and revised as necessary to assure safe operations by reduced train crews.

No reduced crew assignment will be operated unless all members of a reduced train crew have portable radios which comply with the provision of the National Agreement of January 27, 1972, in working order at the time the crew reports for duty.

Trainmen will not be held responsible for accidents caused by failure of radio equipment to properly function.

At locations where radios are used there must be sufficient frequency channels to insure safe communications.

Members of a reduced train crew will not be censured, disciplined or suffer loss of wages for refusing to begin work until they are supplied with radios in good working order.

If a radio becomes inoperative after a crew begins service a reduced train crew may be required to continue working until arrival at a location where a replacement radio in good working order is available at which location a replacement will be made.

(t) Except as otherwise provided in this agreement, the following car limits will be made effective in road freight service:

Trains of 1 to 70 cars, exclusive of caboose(s), may be operated with a reduced train crew of one conductor and one brakeman.

Trains of 71 to 120 cars, exclusive of caboose(s), may be operated with a reduced train crew of one conductor and one brakeman only by agreement between the General Chairman and Corporation Officer having the jurisdiction of the territory over which the train is to operate, consistent with proper consideration of terrain and other conditions affecting train operations in that territory.

Trains consisting of more than 120 cars, exclusive of caboose(s), may be operated only with a crew consist of one conductor and two brakemen.

The General Chairman and Corporation Officer having jurisdiction of the territory over which trains are to operate may agree to extend the limitations set forth above consistent with proper consideration of terrain and other conditions affecting train operations in the territory.

A member of a reduced train crew will not be censured or disciplined for alleged insubordination by reason of his refusal to operate with less than the required train crew consist complement.

(u) Except as provided in paragraph (q), when a road freight or yard crew assignment is operated with a reduced train crew of one conductor and one brakeman, protected trainmen on such assignment shall be allowed a Productivity Savings Sharing Allowance of \$22.00. This allowance shall not be subject to any future general wage increases and cost of living allowances.

(v) Nothing in this agreement changes existing crew consist arrangements in passenger service.

(1) Trainmen working in freight or yard service who desire to be marked up on a passenger brakeman's extra list when such list is to be increased must file a written preference card for the passenger brakeman's extra list or lists of their choice to the Assignment Clerk having jurisdiction. A preference card for a passenger brakeman's extra list may be withdrawn upon receipt by the Assignment Clerk of a 24-hour advance written notice.

(2) When passenger service requirements necessitate increasing the number of brakemen on a passenger brakeman's extra list, the required number of trainmen who have a preference card on file for that extra list will be assigned in seniority order.

(3) If there is an insufficient number of preference cards on file to meet the requirements on a passenger brakeman's extra list to be increased, the following steps will be followed:

- (A) Assign the most junior brakeman working on a blankable second brakeman position on a road freight or yard assignment on the same prior right seniority district at the location of the passenger brakeman's extra list to be increased.
- (B) Assign the most junior brakeman working on a blankable second brakeman position on a road freight or yard assignment on the same prior right seniority district at the next nearest location(s) to the passenger brakeman's extra list to be increased.
- (C) Assign the most junior brakeman working on a blankable second brakeman position on a road freight or yard assignment on other prior right seniority district(s) at the location of the passenger brakeman's extra list to be increased.
- (D) Assign the most junior brakeman working on a blankable second brakeman position on a road freight or yard assignment at the next nearest location on the same seniority district.

NOTE: A protected trainman on a blankable second brakeman position will not be forced to the next nearest location where an extra list is to be increased if the distance from the terminal of the

protected trainman's assignment to the terminal where the extra list is to be increased is in excess of 50 rail miles, except where such assignment is covered by that extra list.

- (E) When an extra list under the jurisdiction of a General Chairman not signatory to this agreement is to be increased and there are an insufficient number of protected trainmen available on blankable second brakeman positions on assignments under the jurisdiction of the General Chairmen not signatory to this agreement to be assigned to the extra list being increased, and there are sufficient protected trainmen on blankable second brakeman positions on assignments under the jurisdiction of the General Chairman signatory to this agreement, protected trainmen on blankable second brakeman positions at the nearest location to the extra list to be increased which are under the jurisdiction of the General Chairman signatory to this agreement shall be removed from such positions for the extra list to be increased. The Note to paragraph (v)(3)(D) above will apply in the application of this paragraph.

Trainmen removed from blankable second brakemen positions as outlined herein have 4 hours from the time they are notified that they are removed from their positions to exercise displacement rights against junior trainmen. Trainmen who are displaced as provided herein will also have 4 hours to exercise displacement rights against junior trainmen. Trainmen who fail to exercise displacement rights within 4 hours and trainmen who are unable to displace junior trainmen will be assigned to the extra list to be increased.

The seniority date being used by a brakeman to hold the position to which he is assigned will determine his seniority standing as a "most junior brakeman" as referred to herein.

Trainmen who attend instructional classes will be given the required examination at the end of the instructional class and upon passing the examination be paid one day's pay at the rate applicable to a ticket collector in short turnaround passenger service for each day.

(w) Supervisory personnel of the Corporation, including yardmasters, shall not be used to substitute for a trainman on a road or yard crew in the application of this agreement.

(x) The General Committee of Adjustment shall not oppose the Corporation in seeking relief from regulations of regulatory agencies which would limit or preclude implementation or application of this agreement.

The parties hereto recognize the complexities involved in this crew consist issue and agreements involved, and agree that disputes shall be handled in conference to endeavor to arrive at agreed-upon interpretations, arrangements to be made for periodic conferences to accomplish same, in keeping with the intent and purpose of these agreements and the rights of the parties thereunder.

(y) This agreement shall be deemed to be the "Appendix A" referred to in paragraph "(a)" of the agreement of August 30, 1978, with respect to the employees represented by the employee representative signatory hereto, and shall supersede the agreements of September 8, 1978 and the Productivity Savings Sharing Trust Fund Agreement of February 25, 1980, and abrogate any obligations and rights that might flow from the September 8, 1978 and February 25, 1980 agreements, as to employees represented by the employee representative signatory hereto.

(z) The parties hereto, recognizing their obligation under Section 504(d) of the Regional Rail Reorganization Act, as amended, and under all applicable law and the decisions thereto, signed this agreement at Philadelphia, Pennsylvania on December 30, 1980, which agreement shall become effective December 31, 1980, and shall supersede all other agreements, rules or understandings which are in conflict herewith.

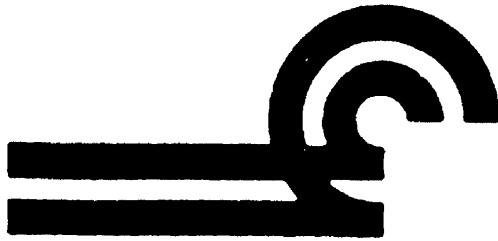
Conrail further agrees that it will not serve on the signatory General Committee of Adjustment a proposal pursuant to Section 6 of the Railway Labor Act to change any matter contained in this agreement during the 1981 wage and/or rule negotiations or during the period of any moratorium resulting from the 1981 wage or rule negotiations, except in accordance with the terms of such moratorium. Should Conrail serve and progress a proposal for any change in this agreement after the aforementioned negotiations and moratorium, the parties agree that any changes shall not be placed into effect prior to December 31, 1983, except by the written agreement of the parties hereto.

FOR THE UNITED TRANSPORTATION
UNION (C) AND (T):

FOR CONSOLIDATED
RAIL CORPORATION:

(SIGNATURES OMITTED)

CONRAIL



December 30, 1980

Mr. R. D. Jarvis
General Chairman, UTU
Boston, MA

Dear Sir:

It was agreed that in the application of Definition (5) and paragraph (b) of the Crew Consist Agreement made December 30, 1980, the following train service employees who on the date of the Crew Consist Agreement are working and maintaining membership under the jurisdiction of the General Committee of Adjustment on the former Boston and Albany seniority district will also be considered Crew Consist Protected Trainmen under the same terms and conditions as the other Crew Consist Protected Trainmen under that General Committee of Adjustment:

A. M. Savino	756488	8/24/79
W. H. Wayner	756489	8/27/79
R. G. Goyette	756490	8/27/79
W. F. Lajoie	756493	8/27/79
P. W. Joyce, Jr.	755511	8/28/79
J. Bell	756066	8/30/79
J. Lawrence	754097	8/30/79
L. Williams	753990	8/30/79
P. Mason	755798	8/31/79
E. J. Mercurie	756505	9/07/79
J. P. Vincent	756507	9/07/79
J. Lally	756530	9/28/79
F. Thursby	756534	9/28/79

Very truly yours,

/s/ R. E. Swert
R. E. Swert
Assistant Vice President-
Labor Relations

I CONCUR:

/s/ R. D. Jarvis
R. D. Jarvis,
General Chairman, UTU

CONRAIL



December 30, 1980

**Mr. R. D. Jarvis
General Chairman, UTU
Boston, MA**

Dear Sir:

It was agreed that the provisions of paragraph (v) of the Crew Consist Agreement made December 30, 1980, will not be implemented as long as there are sufficient trainmen on the dual service list to protect passenger service.

Very truly yours,

/s/ R. E. Swert

**R. E. Swert
Assistant Vice President-
Labor Relations**

I CONCUR:

**/s/ R. D. Jarvis
R. D. Jarvis,
General Chairman, UTU**

CONRAIL



December 30, 1980

Mr. R. D. Jarvis
General Chairman, UTU
Boston, MA

Dear Sir:

It is agreed that pursuant to paragraph (t) of the Crew Consist Agreement made December 30, 1980, trains of up to 121 cars, exclusive of caboose(s), may be operated with a reduced train crew of one conductor and one brakeman effective with the implementation of the crew consist agreement.

Also, it is agreed that in the application of paragraph (t) of the Crew Consist Agreement made December 30, 1980, when a reduced train crew starts on a straight-away road trip out of a terminal with a train of 121 cars, exclusive of caboose(s), or less, the reduced train crew will return from the away-from-home terminal as a reduced train crew.

Very truly yours,

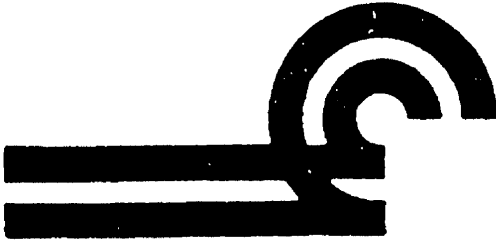
/s/ R. E. Swert

R. E. Swert
Assistant Vice President-
Labor Relations

I CONCUR:

/s/ R. D. Jarvis
R. D. Jarvis,
General Chairman, UTU

CONRAIL



December 30, 1980

Mr. R. D. Jarvis
General Chairman, UTU
Boston, MA

Dear Sir:

In the application of the Crew Consist Agreement made December 30, 1980, it was agreed that a trainman may be force assigned in excess of 50 rail miles from the limits of his terminal, provided Conrail paid for the trainman's moving and relocating expenses as set forth in Section 505(g) of the Regional Rail Reorganization Act of 1973, as amended.

Very truly yours,

/s/ R. E. Swert

R. E. Swert
Assistant Vice President-
Labor Relations

I CONCUR:

/s/ R. D. Jarvis
R. D. Jarvis,
General Chairman, UTU

AGREED TO QUESTIONS AND ANSWERS

- Q. What authority will a conductor on a reduced road freight train crew have in assigning his brakeman?**
- A. The conductor of a reduced road freight train crew may determine which train crew member will be positioned at the head end of the train, but this will not relieve the conductor of his responsibilities as set forth in the Rules of the Transportation Department.**
- Q. Under paragraph (w) would a Corporation supervisor be substituting for a trainman on a reduced road freight or yard crew by passing signals to the crew?**
- A. Supervisory personnel would be substituting for a trainman on a reduced train crew if they pass signals in connection with normal switching movements being made by the reduced train crew. Supervisory personnel have a right to start or stop any movement and to communicate with the person in charge of the movement for the purpose of giving instructions.**

SECTION 4

AGREEMENT MADE THIS 3RD DAY OF JANUARY, 1981, BETWEEN THE CONSOLIDATED RAIL CORPORATION AND THE EMPLOYEES THEREOF REPRESENTED BY THE UNITED TRANSPORTATION UNION (C) AND (T) ON THE FORMER NEW HAVEN RAILROAD.

DEFINITIONS:

- (1) Standard train crew:** Not less than one conductor and two brakemen.
- (2) Reduced train crew:** Not less than one conductor and one brakeman; except by agreement between the General Chairman and the Corporation's highest designated officer.
- (3) Minimum train crew:** Not less than one conductor and one brakeman; except by agreement between the General Chairman and the Corporation's highest designated officer.
- (4) Trainman:** An employee of Conrail who holds train service seniority in road or yard service.
- (5) Protected Trainman:** An employee holding a seniority date on road train and/or yard service seniority rosters on September 8, 1978. Any such employee in a dismissed or terminated status on September 8, 1978 who is subsequently reinstated with seniority rights unimpaired.
- (6) Non-protected Trainman:** A trainman hired after September 8, 1978.
- (7) Non-blankable/Must-fill Position:** A conductor and one brakeman position on all road freight and yard crew assignments. Single conductor or brakeman positions in road freight and yard service. Brakeman positions designated by the Corporation in accordance with paragraph (i).
- (8) Blanked Position:** A second brakeman position on a road freight or yard crew assignment that is not filled when the crew works as a reduced crew.
- (9) Blankable Position:** A second brakeman position on a road freight or yard crew assignment.

(a) All road freight and yard crews shall be manned by a standard train crew consist of not less than one conductor and two brakemen, except as specifically outlined in this agreement.

The crew consist of standard train crews shall be reduced solely by attrition.

For purposes of this agreement, the term "attrition" is accepted to mean the termination of a trainman's employee relationship with the Corporation by reason of death, retirement, resignation, dismissal, severance of employment covered by sub-sections (d) and (e) of Section 505 of Title V of the Regional Rail Reorganization Act of 1973, as amended, or of paragraph (f) of this agreement.

(b) All employees holding a seniority date on road train and/or yard service seniority rosters on September 8, 1978, shall be protected employees. Any such employee in a dismissed (discharged) status on September 8, 1978, who under appeal is subsequently reinstated with seniority rights unimpaired shall also be a protected employee.

(c) A protected trainman shall retain the right to exercise seniority to second brakeman positions, except those specified in paragraph (g) provided that his services are not required on a must-fill position or on an extra list.

When an extra list under the jurisdiction of the General Chairman signatory to this agreement is to be increased, protected trainmen will be removed from blankable second brakeman positions in the following order:

- (1) Remove the required number of the most junior protected trainmen on blankable second brakeman positions on assignments protected by the extra list to be increased.
- (2) Remove the required number of the most junior protected trainmen on blankable second brakeman positions on assignments protected by another extra list of the same prior right seniority district at the nearest geographical location(s) to the extra list to be increased.
- (3) Remove the required number of the most junior protected trainmen on blankable second brakeman positions on assignments protected by an extra list on another prior right seniority district at the location where the extra list is to be increased.

NOTE: In the application of (1), (2) and (3), at locations where road and yard lists are maintained, when a yard list is to be increased, junior protected trainmen shall be removed from yard assignments before removing junior protected trainmen from road assignments. When a road list is to be increased junior protected trainmen shall be removed from road assignments before removing junior protected trainmen from yard assignments.

- (4)** Remove the required number of the most junior protected trainmen on blankable second brakeman positions in road or yard service at the next nearest location on the same seniority district.

NOTE: A protected trainman on a blankable second brakeman position will not be forced to the next nearest location where an extra list is to be increased if the distance from the terminal of the protected trainman's assignment to the terminal where the extra list is to be increased is in excess of 50 rail miles, except where such assignment is covered by that extra list.

When an extra list under the jurisdiction of a General Chairman not signatory to this agreement is to be increased and there are an insufficient number of protected trainmen available on blankable second brakeman positions on assignments under the jurisdiction of the General Chairman not signatory to this agreement to be assigned to the extra list being increased, and there are sufficient protected trainmen on blankable second brakemen positions on assignments under the jurisdiction of the General Chairman signatory to this agreement, the required number of the most junior protected trainmen on blankable second brakeman positions under the jurisdiction of the General Chairman signatory to this agreement at the nearest location to the extra list to be increased shall be removed from such positions for the extra list to be increased. The Note to paragraph (c)(4) above will apply in the application of this paragraph.

Trainmen removed from blankable second brakemen positions as outlined herein have 4 hours from the time they are notified that they are removed from their positions to exercise displacement rights against junior trainmen. Trainmen who are displaced as provided herein shall also have 4 hours to exercise displacement rights against junior trainmen.

Trainmen who fail to exercise displacement rights within 4 hours and trainmen who are unable to displace junior trainmen shall be assigned to the extra list to be increased.

(d) No Protected Trainman shall be furloughed by the Corporation as long as a reduced train crew is operated in his Conrail seniority district, except as provided in paragraphs (g), (q) and (r). A Protected Trainman who is unable to hold a position at a location where employed and elects not to exercise his seniority to another location within his Conrail seniority district shall not be considered "furloughed by the Corporation."

(e) Trainmen hired after September 8, 1978 shall not have the right to exercise seniority to blanked or blankable second brakeman positions or to be called from an extra list for blanked or blankable second brakeman positions.

(f) The Corporation shall have the right to offer separation allowances to protected trainmen in active service, or protected trainmen in active service may request a separation allowance. The Corporation shall determine the number of separation allowances to be granted. A protected trainman entitled to a separation allowance in accordance with Section 505(e) of the Regional Rail Reorganization Act of 1973, as amended, shall be provided with a separation allowance in accordance with the provisions of that Section. A protected trainman not entitled to a separation allowance under Section 505(e) shall have his allowance computed in accordance with Section 505(e), but such allowance shall not exceed 270 days' pay at the rate of the position he last held.

(g) Effective with the date of this agreement, the following assignments shall be manned by a conductor and one brakeman, and the second brakeman position thereon shall not be subject to filling by protected trainmen or non-protected trainmen:

- (1) Hours of Service Relief Crews, Work, Construction, Wire, Snow Removal, and Wreck Trains, including handling wreckers from terminal to terminal.
- (2) New business or new service operations, such as piggy-back, intermodal, unit and commodity trains, established to compete with other modes of transportation, such as trucks, ships and barges.
- (3) Assignments which could be manned by one conductor and one brakeman prior to November 1, 1978.

(h) Except as provided in paragraph (k), the minimum train crew in road freight and yard service shall consist of not less than one conductor and one brakeman. No service shall be required of any crew manned by less than one conductor and one brakeman unless by agreement between the General Chairman and the Corporation's highest designated officer.

(i) The Corporation is not restricted from establishing a train crew consist in excess of the minimum on any assignment.

(j) No Protected Trainman shall be moved from a standard train crew to a reduced train crew in order to make the reduced train crew a standard train crew.

(k) The Corporation is not restricted from establishing single trainman assignments such as switchtenders, skatemen, utility brakemen.

(l) An extra Protected Trainman shall be called for an available second brakeman position for one tour of duty per day if he is available and stands to be called for such a position, unless he worked on a must-fill position, he is being held for a known must-fill vacancy, or he has had 5 starts in a calendar week. The use of extra Protected Trainmen on non-blankable positions shall not be a basis for a runaround claim from extra non-protected trainmen. Should a must-fill vacancy or an assignment for which an extra Protected Trainman is held not materialize and he is not used thereafter on that calendar day, he shall be paid the amount he would have been paid had he been used in his turn to fill the blankable position and be marked up on the bottom of the extra list.

A protected trainman working from an extra list who is available for service during an entire semi-monthly period and who does not lay off or miss out shall be guaranteed a money equivalent as follows:

Yard extra list - 10 days' pay at the yard brakeman rate of pay.

Road extra list - 12 days' pay at basic through freight brakeman rate of pay.

Combination list - 10 days' pay at the yard brakeman rate of pay.

The guaranteed money equivalent shall apply to each semi-monthly period.

The Corporation shall determine the number of trainmen to be assigned to an extra list.

When a Protected Trainman is removed from an extra list after 12 o'clock noon or is placed on an extra list before 12 o'clock noon, he shall be considered as assigned to the extra list for that calendar day. When a Protected Trainman is removed from an extra list before 12 o'clock noon or is placed on an extra list after 12 o'clock noon, he shall not be considered as assigned to the extra list for that calendar day.

For each calendar day a Protected Trainman is not assigned to the extra list in each semi-monthly period, his guarantee shall be pro-rated and reduced on the basis of 1/15 or 1/16 (depending on the number of days in the period) for each calendar day. The guarantee for February shall be determined by the number of days in that month, 1/14 or 1/15. The guarantee shall be reduced by an amount equal to the earnings of any assignment for which a Protected Trainman misses a call.

The number of junior protected trainmen entitled to a guarantee on an extra list shall be reduced on a one-for-one basis for each non-protected trainman occupying a position on an assignment protected by that extra list.

(m) If a Protected Trainman elects to take a blankable position or an extra board position when his seniority would otherwise permit him to hold a non-blankable position, and such election permits a non-protected trainman to hold down the non-blankable position, then a junior Protected Trainman on the extra board shall be treated as a non-protected trainman for that same period of time during which work on a non-blankable assignment is otherwise available to such senior Protected Trainman. For every Protected Trainman electing to remain on a blankable position or on the extra board under these conditions, one junior Protected Trainman shall be treated as a non-protected trainman, so that the number of Protected Trainmen treated as non-protected trainmen shall be equal to the number of Protected Trainmen who could hold non-blankable positions.

(n) When an extra trainman is not available and there is a must-fill road vacancy to be filled, the most junior available protected trainman holding a blankable road brakeman position at that location shall be required to fill the position for one tour of duty. If there is no junior available protected trainman holding a blankable road brakeman position at that location, the most junior available trainman holding a blankable road brakeman position at another location on an assignment protected by the extra list from which the non-blankable vacancy is normally filled shall be required to fill the position for one tour of duty. A protected trainman who is used to fill a non-blankable vacancy or is held for a non-

blankable vacancy and not used, shall be paid any loss of earnings from his regular road assignment. When it is known in advance that an extra trainman will not be available and that a trainman on a blankable brakeman position is to be held off his regular assignment to fill a non-blankable road vacancy, the regularly assigned trainman will be given proper notice in advance of the reporting for duty time of his regular assignment.

NOTE: A Protected Trainman who is removed from a blankable road brakeman position to fill a non-blankable vacancy on an assignment at other than the location of his regular assignment shall be considered in the same category as an extra trainman being used to cover an assignment from an extra list at the location of his regular assignment to the location of the assignment where he is used to cover a non-blankable vacancy.

(o) When an extra trainman is not available and there is a must-fill yard vacancy to be filled, the most junior protected trainman holding a second brakeman yard assignment at that location in the same starting time period (thereafter the next period(s)), shall be required to fill the position for one tour of duty. If there is no junior available protected trainman holding a blankable yard brakeman position at that location, the most junior available trainman holding a blankable yard brakeman position at another location on an assignment protected by the extra list from which the non-blankable vacancy is normally filled shall be required to fill the position for one tour of duty. A protected trainman who is used to fill a non-blankable vacancy or is held for a non-blankable vacancy and not used, shall be paid any loss of earnings from his regular yard assignment. When it is known in advance that an extra trainman will not be available and that a trainman on a blankable brakeman position is to be held off his regular assignment to fill a non-blankable yard vacancy, the regularly assigned trainman will be given proper notice in advance of the reporting for duty time of his regular assignment.

NOTE: A Protected Trainman who is removed from a blankable yard brakeman position to fill a non-blankable vacancy on an assignment at other than the location of his regular assignment shall be considered in the same category as an extra trainman being used to cover an assignment from an extra list at the location of his regular assignment to the location of the assignment where he is used to cover a non-blankable vacancy.

(p) Except as provided in paragraph (q), when a road freight or yard crew assignment is operated with a reduced train crew of one conductor and one brakeman, protected and non-protected trainmen on such assignment shall be allowed a Reduced Train Crew Allowance of \$5.45. This allowance shall be subject to any future general wage increases and cost of living allowances.

(q) In the event a standard yard or road freight crew member fails to report for duty at the assigned reporting time, the remaining crew members may be required to work on a reduced crew basis. Should the absent member of a yard crew fail to report within one hour, or if the absent member of a road crew fails to report before departure of the train, the remaining crew members shall finish that tour of duty, receiving the Reduced Train Crew Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance as specified in paragraph (u).

If a trainman on a standard train crew marks off sick or is injured after being on duty less than 4 hours, he shall be paid for the actual time on duty. The remaining two crew members may be required to work and receive the Reduced Crew Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance as specified in paragraph (u).

If a trainman on a standard train crew marks off sick or is injured after being on duty 4 hours or more, he shall be paid for the actual time on duty. The remaining two crew members may be required to work without receiving the Reduced Train Crew Allowance or the Productivity Savings Sharing Allowance.

If a trainman on a standard train crew on a straightaway road assignment marks off sick or is not available to cover his return train from his away-from-home terminal, the remaining two crew members may be required to work back to their home terminal and receive the Reduced Train Crew Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance as specified in paragraph (u).

(r) Trainmen in road freight service not covered by the Holiday Pay Article shall be entitled to personal days off and to payment of one basic day's pay for each day off taken at the rate of pay applicable to the last service performed. The number of personal days off permitted to a trainman shall be based on his years of train service as indicated below:

Less than 5 years	-	2 days off
5 years and less than 10 years	-	4 days off

10 years and less than 15 years	-	6 days off
15 years and less than 20 years	-	8 days off
20 years and more	-	10 days off

A trainman's personal days off in any calendar year shall be reduced by the number of days he is paid for a holiday or deprived of holiday pay through his own volition. This agreement and the Holiday Pay Article shall not be combined to entitle a trainman to more than 10 days compensation.

A request for a personal day off must be made by the trainman at least 24 hours in advance of the day or days off to be taken and shall be granted consistent with the requirements of the service. The Corporation shall maintain a sufficient number of trainmen to permit reasonable lay-off privileges and to protect vacations, personal days off and other extended vacancies.

When a member of a standard train crew is on his personal day off, if his position is not a must-fill position his assignment may be operated with a reduced train crew for the day off. The remaining two crew members may be required to work and receive the Reduced Train Crew Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance as specified in paragraph (u).

(s) Radios shall be available for use by all members of reduced train crews.

Current operating rules and regulations governing the operation of train and yard movements shall be reviewed and revised as necessary to assure safe operations by reduced train crews.

No reduced crew assignment will be operated unless all members of a reduced train crew have portable radios which comply with the provision of the National Agreement of January 27, 1972, in working order at the time the crew reports for duty.

Trainmen will not be held responsible for accidents caused by failure of radio equipment to properly function.

At locations where radios are used there must be sufficient frequency channels to insure safe communications.

Members of a reduced train crew will not be censured, disciplined or suffer loss of wages for refusing to begin work until they are supplied with radios in good working order.

If a radio becomes inoperative after a crew begins service a reduced train crew may be required to continue working until arrival at a location where a replacement radio in good working order is available at which location a replacement will be made.

(t) Except as otherwise provided in this agreement, the following car limits will be made effective in road freight service:

Trains of 1 to 70 cars, exclusive of caboose(s), may be operated with a reduced train crew of one conductor and one brakeman.

Trains of 71 to 120 cars, exclusive of caboose(s), may be operated with a reduced train crew of one conductor and one brakeman only by agreement between the General Chairman and Corporation Officer having the jurisdiction of the territory over which the train is to operate, consistent with proper consideration of terrain and other conditions affecting train operations in that territory.

Trains consisting of more than 120 cars, exclusive of caboose(s), may be operated only with a crew consist of one conductor and two brakemen.

The General Chairman and Corporation Officer having jurisdiction of the territory over which trains are to operate may agree to extend the limitations set forth above consistent with proper consideration of terrain and other conditions affecting train operations in the territory.

A member of a reduced train crew will not be censured or disciplined for alleged insubordination by reason of his refusal to operate with less than the required train crew consist complement.

(u) Except as provided in paragraph (q), when a road freight or yard crew assignment is operated with a reduced train crew of one conductor and one brakeman, protected trainmen on such assignment shall be allowed a Productivity Savings Sharing Allowance of \$22.00. This allowance shall not be subject to any future general wage increases and cost of living allowances.

(v) Nothing in this agreement changes existing crew consist arrangements in passenger service.

(1) Trainmen working in freight or yard service who desire to be marked up on a passenger brakeman's extra list when

such list is to be increased must file a written preference card for the passenger brakeman's extra list or lists of their choice to the Assignment Clerk having jurisdiction. A preference card for a passenger brakeman's extra list may be withdrawn upon receipt by the Assignment Clerk of a 24-hour advance written notice.

(2) When passenger service requirements necessitate increasing the number of brakemen on a passenger brakeman's extra list, the required number of trainmen who have a preference card on file for that extra list will be assigned in seniority order.

(3) If there is an insufficient number of preference cards on file to meet the requirements on a passenger brakeman's extra list to be increased, the following steps will be followed:

- (A) Assign the most junior brakeman working on a blankable second brakeman position on a road freight or yard assignment on the same prior right seniority district at the location of the passenger brakeman's extra list to be increased.
- (B) Assign the most junior brakeman working on a blankable second brakeman position on a road freight or yard assignment on the same prior right seniority district at the next nearest location(s) to the passenger brakeman's extra list to be increased.
- (C) Assign the most junior brakeman working on a blankable second brakeman position on a road freight or yard assignment on other prior right seniority district(s) at the location of the passenger brakeman's extra list to be increased.
- (D) Assign the most junior brakeman working on a blankable second brakeman position on a road freight or yard assignment at the next nearest location on the same seniority district.

NOTE: A protected trainman on a blankable second brakeman position will not be forced to the next nearest location where an extra list is to be increased if the distance from the terminal of the protected trainman's assignment to the terminal where the extra list is to be increased is in excess

of 50 rail miles, except where such assignment is covered by that extra list.

- (E) When an extra list under the jurisdiction of a General Chairman not signatory to this agreement is to be increased and there are an insufficient number of protected trainmen available on blankable second brakeman positions on assignments under the jurisdiction of the General Chairmen not signatory to this agreement to be assigned to the extra list being increased, and there are sufficient protected trainmen on blankable second brakeman positions on assignments under the jurisdiction of the General Chairman signatory to this agreement, protected trainmen on blankable second brakeman positions at the nearest location to the extra list to be increased which are under the jurisdiction of the General Chairman signatory to this agreement shall be removed from such positions for the extra list to be increased. The Note to paragraph (v)(3)(D) above will apply in the application of this paragraph.

Trainmen removed from blankable second brakemen positions as outlined herein have 4 hours from the time they are notified that they are removed from their positions to exercise displacement rights against junior trainmen. Trainmen who are displaced as provided herein will also have 4 hours to exercise displacement rights against junior trainmen. Trainmen who fail to exercise displacement rights within 4 hours and trainmen who are unable to displace junior trainmen will be assigned to the extra list to be increased.

The seniority date being used by a brakeman to hold the position to which he is assigned will determine his seniority standing as a "most junior brakeman" as referred to herein.

Trainmen who attend instructional classes will be given the required examination at the end of the instructional class and upon passing the examination be paid one day's pay at the rate applicable to a ticket collector in short turnaround passenger service for each day.

(w) Supervisory personnel of the Corporation, including yardmasters, shall not be used to substitute for a trainman on a road or yard crew in the application of this agreement.

(x) The General Committee of Adjustment shall not oppose the Corporation in seeking relief from regulations of regulatory agencies which would limit or preclude implementation or application of this agreement.

The parties hereto recognize the complexities involved in this crew consist issue and agreements involved, and agree that disputes shall be handled in conference to endeavor to arrive at agreed-upon interpretations, arrangements to be made for periodic conferences to accomplish same, in keeping with the intent and purpose of these agreements and the rights of the parties thereunder.

(y) This agreement shall be deemed to be the "Appendix A" referred to in paragraph "(a)" of the agreement of August 30, 1978, with respect to the employees represented by the employee representative signatory hereto, and shall supersede the agreements of September 8, 1978 and the Productivity Savings Sharing Trust Fund Agreement of February 25, 1980, and abrogate any obligations and rights that might flow from the September 8, 1978 and February 25, 1980 agreements, as to employees represented by the employee representative signatory hereto.

(z) The parties hereto, recognizing their obligation under Section 504(d) of the Regional Rail Reorganization Act, as amended, and under all applicable law and the decisions thereto, signed this agreement at Philadelphia, Pennsylvania on February 3, 1981, which agreement shall become effective December 31, 1980, and shall supersede all other agreements, rules or understandings which are in conflict herewith.

Conrail further agrees that it will not serve on the signatory General Committee of Adjustment a proposal pursuant to Section 6 of the Railway Labor Act to change any matter contained in this agreement during the 1981 wage and/or rule negotiations or during the period of any moratorium resulting from the 1981 wage or rule negotiations, except in accordance with the terms of such moratorium. Should Conrail serve and progress a proposal for any change in this agreement after the aforementioned negotiations and moratorium, the parties agree that any changes shall not be placed into effect prior to December 31, 1983, except by the written agreement of the parties hereto.

FOR THE UNITED TRANSPORTATION
UNION (C) AND (T):

FOR CONSOLIDATED
RAIL CORPORATION:

(SIGNATURES OMITTED)

CONRAIL



January 3, 1981

Mr. W. A. Beebe
General Chairman, UTU
New Haven, CT

Dear Sir:

It is agreed that pursuant to paragraph (t) of the Crew Consist Agreement made January 3, 1981, trains of up to 121 cars, exclusive of caboose(s), may be operated with a reduced train crew of one conductor and one brakeman effective with the implementation of the crew consist agreement.

Also, it is agreed that in the application of paragraph (t) of the Crew Consist Agreement made January 3, 1981, when a reduced train crew starts on a straight-away road trip out of a terminal with a train of 121 cars, exclusive of caboose(s), or less, the reduced train crew will return from the away-from-home terminal as a reduced train crew.

Very truly yours,

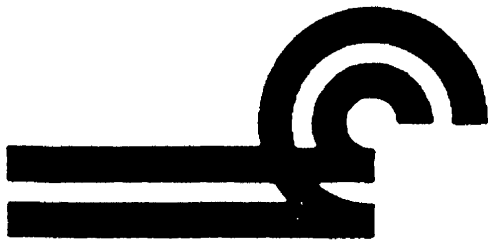
/s/ R. E. Swert

R. E. Swert
Assistant Vice President-
Labor Relations

I CONCUR:

/s/ W. A. Beebe
W. A. Beebe,
General Chairman, UTU

CONRAIL



January 3, 1981

Mr. W. A. Beebe
General Chairman, UTU
New Haven, CT

Dear Sir:

In the application of the Crew Consist Agreement made January 3, 1981, it was agreed that a trainman may be force assigned in excess of 50 rail miles from the limits of his terminal, provided Conrail paid for the trainman's moving and relocating expenses as set forth in Section 505(g) of the Regional Rail Reorganization Act of 1973, as amended.

Very truly yours,

/s/ R. E. Swert

R. E. Swert
Assistant Vice President-
Labor Relations

I CONCUR:

/s/ W. A. Beebe
W. A. Beebe,
General Chairman, UTU

CONSOLIDATED RAIL CORPORATION SIX PENN CENTER PLAZA PHILADELPHIA PA 19104

CONRAIL

January 3, 1981

Mr. W. A. Beebe
General Chairman, UTU
New Haven, CT

Dear Sir:

It was agreed that in the application of Definition (5) and paragraph (b) of the Crew Consist Agreement made January 3, 1981, the following train service employees who on the date of the Crew Consist Agreement are working and maintaining membership under the jurisdiction of the General Committee of Adjustment on the former New Haven seniority district will also be considered Crew Consist Protected Trainmen under the same terms and conditions as the other Crew Consist Protected Trainmen under that General Committee of Adjustment:

Dawkins, L.A.	103743	6/25/79
Doherty, W.E.	103437	6/25/79
Dipastina, F.M.	102035	6/25/79
Ieva, D.J.	695206	6/25/79
Bula, P.A.	695207	6/25/79
Broinama, G.D.	695208	6/25/79
Cataldo, L.J.	695209	6/25/79
Sewell, A.E.	104644	6/27/79
Cardarelli, A.	754063	8/28/79
Wozzella, Jr., E.J.	755522	8/30/79
Montague, K.J.	719069	8/31/79
Thomekins, T.G.	756508	9/07/79
Guay, R.	756510	9/12/79
Kieon, A.	756511	9/12/79
Rooney, D.J.	756532	9/28/79
Carney, S.A.	756533	9/28/79
Brignolo, R.M.	756531	9/28/79

Very truly yours,

/s/ R. E. Swert

R. E. Swert
Assistant Vice President-
Labor Relations

I CONCUR:

/s/ W. A. Beebe

W. A. Beebe,
General Chairman, UTU

AGREED TO QUESTION AND ANSWER

Q. What authority will a conductor on a reduced road freight train have in assigning his brakeman?

A. The conductor of a reduced road freight train crew may assign which train crew member will be positioned at the head of the train, but this will not relieve the conductor of his responsibilities set forth in the Rules of the Transportation Department.

APPENDIX "B"

SPECIAL BOARD OF ADJUSTMENT

* * * * *

For the purpose of establishing a Special Board of Adjustment under Section 3, Second, of the Railway Labor Act:

(A) There shall be established a Special Board of Adjustment which shall be known as the Consolidated Rail Corporation - United Transportation Union (C) and (T) Special Board of Adjustment No. _____, hereinafter referred to as the "Board."

(B) Such Board shall have jurisdiction of disciplinary matters involving suspensions in excess of 30 days and dismissals and/or other matters of major importance arising out of the interpretation or application of the agreement between Consolidated Rail Corporation and United Transportation Union (C) and (T) effective September 1, 1981, awarded by Arbitration Board No. 385. Said disciplinary matters and such other matters of major importance shall be and are only those which have been handled pursuant to the provisions of Rules 91 and 93 of the aforementioned Agreement, and which have not arisen under rules set forth in National Agreements containing specific provisions for the disposition of such matters, or where National Agreements have been entered into for the creation of Claims or Disputes Committees to deal with such disputes. The Board shall not have jurisdiction over disputes growing out of requests for changes in rates of pay, rules or working conditions nor have authority to change existing Agreements or establish new rules.

(C) The Board shall consist of three members - one selected by the Carrier, one selected by the Union, and the Chairman of the Board who shall be a neutral person selected as provided in paragraph (D). The party members of the Board may be changed or substituted from time to time, and at any time, by the respective parties designating them.

(D) The Carrier Member and the Union Member shall agree upon a list of 5 individuals who shall constitute a "Panel of Neutrals" who shall, to the extent practical, be used on a rotating basis to hear disputes presented to the Board.

The parties reserve the right, at any time regarding any dispute, to mutually designate the neutral to be assigned. Every two years from the effective date of this Agreement, the party members shall meet to designate the "Panel of Neutrals" which shall act for the subsequent two years.

In the event of a permanent or temporary vacancy on the Board, involving either a party or neutral member, the vacancy shall be filled in the same manner as the original selection.

In the event the parties are unable to agree upon the selection of 5 individuals for the "Panel of Neutrals," the National Mediation Board shall be requested to designate the individuals to complete the "Panel of Neutrals." Either party may advise the National Mediation Board of its desire to replace a neutral from the Panel with the selection of a substitute neutral, but not prior to the rendering of awards on all issues and disputes before him.

(E) The compensation and expenses of the Carrier Member and the Union Member shall be borne by the Carrier and the Union, respectively. The compensation and expenses of the Chairman shall be fixed and paid for in accordance with applicable law.

(F) The Board shall meet at Philadelphia, Pennsylvania, except as otherwise agreed.

(G) The Board shall hold hearings on each issue or dispute submitted to it over which it has jurisdiction. Due notice of such hearings shall be given the parties. At such hearings, the parties may be heard in person or by counsel; the right of an individual employee involved in a disciplinary matter to be present to present his own case and/or be represented by an attorney is recognized. The parties may present, either orally or in writing, statements of facts and argument of their position with respect to each case being considered by the Board. The Chairman shall have authority to request the production of such additional data, either oral or written, as he may desire from either party, to be submitted, if possible, within fifteen (15) days from receipt of request.

(H) The Board must make findings of fact and render an award on each case submitted to it, within thirty (30) days after the close of the hearing, when there is more than one case submitted to the Board, this time limit will be extended by 5 additional days for each additional case. No case may be withdrawn after hearing on that case has begun, except by consent of both parties. Such findings and award shall be in writing,

and copies shall be furnished to each of the parties to the dispute. Such awards shall be final and binding upon the parties and if in favor of the petitioner shall direct the other party to comply therewith on or before the day named. Each member of the Board shall have one vote and any two members of the Board shall be competent to render an award and to make any decision which the Board is empowered to make by statute or by this Appendix.

In case a dispute arises involving an interpretation or application of an Award made pursuant to this Appendix while the Board is in existence or upon recall within thirty (30) days thereafter, the Board upon request of either party, shall interpret such Award in the light of the dispute.

(I) Neither party hereto is waiving its right, in any of the matters submitted to said Board, to argue that the Board does not have jurisdiction because (1) claim is properly referable to (or pending before) another tribunal under the law or by an agreement, (2) claim has not been timely progressed under the Railway Labor Act and/or applicable time limit rules, or (3) a claim does not constitute a "minor" dispute referable to this Special Board.

(J) The time limits set forth in this Appendix may be extended by agreement of the parties.

6/28/85

AGREEMENT BETWEEN

THE CONSOLIDATED RAIL CORPORATION

AND ITS EMPLOYEES REPRESENTED BY

THE UNITED TRANSPORTATION UNION

**INDEX FOR
AGREEMENT BETWEEN THE
CONSOLIDATED RAIL CORPORATION
AND ITS EMPLOYERS REPRESENTED BY
THE UNITED TRANSPORTATION UNION**

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Article I - GENERAL WAGE INCREASES

Section 1 - First General Wage Increase

- (a) Effective August 1, 1985, all standard basic daily rates (excluding cost-of-living allowance) in effect on July 31, 1985, for employees represented by the United Transportation Union shall be increased by one (1.0) percent.
- (b) In computing the increase for enginemen under Paragraph (a) above, one (1.0) 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	- Less than 500,000 pounds (separate computation covering five-day rates and other than five-day rates)

Section 2 - Second General Wage Increase

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 (2.0) percent, computed and applied for enginemen in the manner prescribed in Section 1 above.

Section 3 - Third General Wage Increase

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

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

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

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 increases 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 schedule 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 July 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) In computing the increases in rates of pay effective August 1, 1985, under Section 1 for 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 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 (1.0) 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.

(j) Other than standard rates:

- (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)** 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 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 provided in Subparagraph j(i) above.
- (k)** Wage rates resulting from the increases provided for in Sections 1 through 6 of this Article I, and in Section 1(d) of Article II, will not be reduced under Article II.

Article II - COST-OF-LIVING ADJUSTMENTS

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

- (a) The cost-of-living allowance which, on July 31, 1985, is thirteen (13) cents per hour, will subsequently be adjusted, in the manner set forth in and subject to all the provisions of Subsections (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 BLS Consumer Price Index. The first such cost-of-living adjustment shall be made effective August 1, 1985, based (subject to Paragraph (e)(i) 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 the first day of each sixth month thereafter, 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)(ii) below, according to the formula set forth in Subsection (f) below as limited by Subsection (g) below:

<u>Measurement Periods</u>		<u>Effective Date of Adjustment</u>
<u>Base Month</u> (1)	<u>Measurement Month</u> (2)	
September, 1984	March, 1985	August 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 remaining in effect will be reduced by a like amount. 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 Subsection (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 of Adjustment</u> (1)	<u>Maximum C.P.I. Increase Which May Be Taken into Account</u> (2)
August 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

- (ii) If the increase in the BLS Consumer Price Index from the base month of September, 1984, to the measurement month of March, 1985, exceeds four (4) percent 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 four (4) percent of such September base index, and the maximum increase in that portion of the index which may be taken into account will be eight (8) percent of such September base index less the four (4) percent mentioned in the preceding clause, to which will be added any residual tenths of points which had been dropped under Subsection (f) below in calculation of the cost-of-living adjustment which will have become effective July 1 during such measurement period.
- (iii) 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 eight (8) percent 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 Subsection (e) above, will be converted into cents on the basis of one (1) 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 July 31, 1985, will be adjusted (increased or decreased) effective August 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 Subsection (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 July 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 amount of the August 1, 1985, adjustment, thus calculated, is an increase of ten (10) cents per hour.

The same procedure will be followed in applying subsequent adjustments.

(g) Offsets. The amounts calculated in accordance with the formula set forth in Subsection (f) above 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 August 1, 1985, is limited to that in excess of thirteen (13) cents per hour. Since the formula produces ten (10) cents per hour for the August 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 August 1, 1985, and January 1, 1986, are limited to those in excess of thirty-eight (38) cents per hour.
- (iii) Any increase to be paid effective July 1, 1986, is limited to that in excess of nineteen (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 forty-eight (48) cents per hour.
- (v) Any increase to be paid effective July 1, 1987, is limited to that in excess of twenty (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 fifty-one (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 II, the cost-of-living allowance will not become part of basic rates of pay except as provided in Subsection 1(d). Such allowance will be applied by treating each one (1) cent per hour of cost-of-living allowance as an increase of eight (8) cents in the basic daily rates of pay produced by application of Article I and by Subsection 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 I.

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 two thousand one hundred fifty (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. Those employees with fewer straight time hours paid for will be paid an amount derived by multiplying \$565 by the number of straight time hours (including vacations and holidays, as described above) paid for during that period divided by two thousand one hundred fifty (2,150).

Article IV - PRODUCTIVITY SAVINGS SHARING

Effective October 1, 1985, the crew consist agreements contained in the UTU(C&T) Single Agreement effective September 1, 1981, shall be amended to incorporate the following:

Section 1 - PRODUCTIVITY SAVINGS SHARING TRUST FUND

The Corporation's contribution to the Trust Fund shall be limited to the extent that the total amount of a Protected Trainman's annual share cannot exceed forty (40) percent of his compensation in freight and yard service for the calendar year. A Protected Trainman's annual share of the Trust Fund cannot exceed forty (40) percent of his compensation in freight and yard service for the calendar year.

Section 2 - Reduced Train Crew Allowance

The Reduced Train Crew Allowance paid to present employees (i.e. those who established train service seniority on or before June 1, 1985) shall be increased by three (3) dollars. This three (3) dollar increase shall not be subject to any current or future General Wage Increase or Cost-of-Living Adjustment.

Article V - BASIS OF PAY

Section 1 - New Employees

The following shall govern the rates of pay and compensation of new employees (i.e. those hired after June 1, 1985):

- (a) Rule 3 of the UTU(C&T) Single Agreement effective September 1, 1981, and Article G-c-3 of the UTU(E) Single Agreement effective September 1, 1981, are amended to provide that in any class of service or job classification, rates of pay, additives, and other applicable elements of compensation will be seventy-five (75) percent of the rate for present employees and will increase in increments of five (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 three hundred sixty-five (365) calendar days in which the employee performs a total of eighty (80) or more tours of duty.
- (b) The following arbitraries and special allowances which represent duplicate payment are eliminated:
 - (i) Initial Terminal Delay
 - (ii) Final Terminal Delay
 - (iii) Lapbacks, Side Trips and Out of Route
 - (iv) More Than One Class of Road Service
 - (v) Rerailing
 - (vi) Backouts
 - (vii) Performance of service beyond working limits by traveling road switcher
 - (viii) Preparatory time-yard (Article Y-c-4 of the UTU(E) Single Agreement effective September 1, 1981).
 - (ix) Coupling Air Hoses
- (c) Rule 54(c) of the UTU(C&T) Single Agreement effective September 1, 1981, and Article G-c-1(c) of the UTU(E) Single Agreement effective September 1, 1981, are amended to read as follows:
 - "(c) 1. For employees hired on or before June 1, 1985, when deadheading is paid for separately and apart from service, 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.

2. For employees hired after June 1, 1985, when deadheading is paid for separate and apart from service, 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 sixteen (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 sixteen (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 paragraph. Deadheading will not be paid where not paid under existing rules."

Section 2 - Present Employees

The following shall govern the rates of pay and compensation of present employees (i.e. those hired on or before June 1, 1985):

- (a) The following arbitrables and special allowances which represent duplicate payment, shall be frozen and no general wage increases or cost-of-living adjustments shall be applied to them:
 - (i) Initial Terminal Delay
 - (ii) Final Terminal Delay
 - (iii) Lapbacks, Side Trips and Out of Route
 - (iv) More Than One Class of Road Service

- (v) Rerailing
 - (vi) Backouts
 - (vii) Performance of service beyond working limits by traveling road switcher
 - (viii) Preparatory time-yard (Article Y-c-4 of the UTU(E) Single Agreement effective September 1, 1981)
 - (ix) Coupling Air Hoses.
- (b) Rule 20 of the UTU(C&T) Single Agreement effective September 1, 1981, is amended to conform to Article R-c-2 of the UTU(E) Single Agreement effective September 1, 1981, except that in both provisions the number "60" is substituted for the number "30" wherever the latter appears.

Section 3 - All Employees

(a) Mileage Rates

- (i) Mileage rates of pay for miles run in excess of the number of miles comprising a basic day (presently one hundred (100) miles in freight service and one hundred (100) miles for engine crews and one hundred fifty (150) miles for train crews in through passenger service) will not be subject to general, cost-of-living, or other forms of wage increases.
- (ii) 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 July 31, 1985. Such rates shall be exempted from wage increases as provided in Paragraph (i) above. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

(b) Miles in Basic Day and Overtime Divisor

- (i) 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 Psgr. Service	
	<u>Miles in Basic Day</u>	<u>Overtime Divisor</u>	<u>Miles in Basic Day*</u>	<u>Overtime Divisor</u>
August 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 firemen.

- (ii) Mileage rates will be paid only for miles run in excess of the minimum number specified in Paragraph (i) above.
- (iii) 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.

(c) 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 (0.56¢ per mile for conductors and engineers and 0.43¢ 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.

(d) Engine Exchange (Including Adding and Subtracting of Units) and Other Related Arbitraries.

- (i) Effective August 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 July 31, 1985.**
- (ii) Effective July 1, 1986, all arbitrary allowances provided to employees for performing work described in Paragraph (i) above are reduced by an amount equal to two-thirds of the allowance in effect as of July 31, 1985.**
- (iii) Effective July 1, 1987, all arbitrary allowances provided to employees for performing work described in Paragraph (i) above are eliminated.**

Article VI - ROAD-YARD MOVEMENT

Section 1 - Rule 7 of the UTU(C&T) Single Agreement effective September 1, 1981, and Article F-s-1 of the UTU(E) Single Agreement effective September 1, 1981, are amended and restated to read as follows:

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

(1) Get or leave their train at any location within the initial and final terminals and handle their own switches.

(2) 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.

(3) One straight pick up and/or set out at each intermediate point between terminals and spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed in connection therewith.

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

(5) Handle engines to and from train to ready track and engine house, including all units coupled to the operating unit (units).

(6) Pick up and set out cars of their trains from or to the minimum

number of tracks which could hold the cars provided, however, that where it is necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity.

(7) Exchange engine of their own train.

(b) Perform switching within switching limits at times no yard crew is on duty.

(c) Road freight employees may perform any yard service at yards where yard crews are not employed.

(d) 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 - Paragraph (c) of Rule 24 of the UTU(C&T) Single Agreement effective September 1, 1981, and paragraph (c) of Article R-s-2 of the UTU(E) Single Agreement effective September 1, 1981, are amended to permit the performance of the duties described in Section 1 above without additional compensation.

Section 3 - Section 1 of Rule 31(b)(4) of the UTU(C&T) Single Agreement effective September 1, 1981, and Section 1 of Article Y-s-1(b)(4) of the UTU(E) Single Agreement effective September 1, 1981, are amended by changing the reference to "10 miles" to "20 miles." This Section 3 is not intended to diminish any rights the carrier currently retains under Rule 31 or Article Y-s-1, or the carrier's ability to change switching limits pursuant to Rule 87 of the UTU(C&T) Single Agreement effective September 1, 1981, and Article G-m-4 of the UTU(E) Single Agreement effective September 1, 1981. The use of a yard crew in accordance with this Section 3 will not be construed as giving yard crews exclusive rights to such work. This Section 3 does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.

Section 4 - Section 2 of Rule 31(b)(4) of The UTU(C&T) Single Agreement, effective September 1, 1981, and Section 2 of Article Y-s-1(b)(4) of the UTU(E) Single Agreement effective September 1, 1981, are amended:

- (a) by changing the reference to "15 miles" in paragraph (A) to "25 miles"; and
- (b) by substituting the following for paragraph (B):

"Within Road-Yard Service Zones, yard crews may be used to handle disabled road trains or those tied up under the Hours of Service Act outside their final terminal, and to complete the work that normally would be handled by the crews of such trains without penalty to road crews. For such service yard crews will be paid miles or hours, whichever is the greater, with a minimum of 1 hour for the class of service performed for all time consumed outside of switching limits. This allowance will 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 June 2, 1985, and is not subject to general or other wage increases."

Article VII - EXPENSES AWAY FROM HOME

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.

Article VIII - CABOOSES

Section 1

- (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 Subsection (a) above, Article X of the October 15, 1982 Agreement remains in effect.

Section 2

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.

Article IX - OTHER RULE CHANGES

Section 1 - 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.

Section 2 - Incidental Work

The members of road and yard crews may perform, without additional compensation, any work incidental to or in connection with their assignment. Such work may include but is not limited to such tasks as handling switches, crew packs, turning, spotting and moving locomotives for fueling or supplying, inspecting cars or locomotives, bleeding cars, coupling and uncoupling hose or control cables, performing air tests, making reports or using communication devices for any purpose.

Section 3 - Termination of Employment

The seniority of any employee hired after June 1, 1985, who is furloughed for three hundred sixty-five (365) consecutive days will be terminated unless such employee has accumulated three (3) or more years of seniority prior to the commencement of such three hundred sixty-five (365) day period.

Section 4 - Work Transfer Rights

Conrail's right to transfer and rearrange work, as provided for in Section 706 of the Regional Rail Reorganization Act, and in current agreements, will be continued.

Article X - Health and Welfare

The benefits now provided under the Railroad Employees National Health and Welfare Plan will be continued, subject to any changes which have been or may be agreed upon in a national agreement between the railroads represented by the National Carriers' Conference Committee and employees of such railroads represented by the United Transportation Union.

Article XI - CREW CONSIST

Section 1 - There shall be no car count or train length limitation on the operation of trains, or yard crews, with a reduced crew of one conductor and one brakeman, and crew consist agreements are revised accordingly. Conrail may offer termination allowances to train service employees in accordance with the following provisions:

- (a) Conrail may solicit applications for a termination allowance pursuant to Section 702 of the Regional Rail Reorganization Act of 1973, as amended ("Section 702"), if federal funding is available for that purpose. Allowances shall be awarded to the senior active applicants at a location from which volunteers are solicited. If there are fewer eligible active volunteers at a location than the number of allowances Conrail intends to award, Conrail also may accept applications from active eligible trainmen in the applicable Conrail seniority district, and award any remaining allowances in seniority order. Conrail shall refrain from filling one position on one crew at the location for each allowance so awarded.
- (b) The parties shall execute a memorandum of understanding, at the same time this Agreement is signed, setting forth procedures for the application of the Section 702 \$25,000 termination allowance program to remaining road and yard service assignments.
- (c) If federal funding is not available for use under Section 702 or if Section 702 is repealed or substantially amended, Conrail may develop and implement a termination allowance program in the form and amount set forth in Section 702 (prior to its repeal or substantial amendment), except that if there are fewer eligible active volunteers at a location than the number of allowances Conrail intends to award, Conrail may accept applications from active eligible trainmen in the applicable Conrail seniority district, and award allowances in seniority order. Conrail shall refrain from filling one position on one crew at the location for each allowance so awarded.

Section 2 - Notwithstanding, and in addition to, any other provision of law, contract or agreement, Conrail may refrain from filling one brakeman position in excess of one conductor and one brakeman on one crew in freight service for each employee in train service who is terminated in accordance with Subsection 1(b) or 1(c) above or who has been or may be terminated pursuant to Section 702.

Section 3 - The crew consist agreements contained in the UTU(C&T) Single Agreement effective September 1, 1981, are modified to the extent hereinafter provided:

- (a) The carrier shall have the right to operate a Track Geometry Train manned by a train crew consisting of a conductor only. Such Train may consist of a locomotive or locomotives, a track geometry car, a support car (which may be a modified passenger coach or baggage car) and a business inspection car. The Track Geometry Train Conductor shall receive the through freight rate of pay and a reduced crew allowance.
- (b) The carrier shall have the right to operate road assignments whose train crews consist of a conductor only, to preserve traffic on light density lines. As used herein, a light density line is a line of railroad other than a main line where the total Conrail operating costs associated with moving traffic to, from and on the line, including rehabilitation and maintenance costs for the line, exceed the total Conrail revenues derived from moving traffic to, from and on the line. Costs will be computed in accordance with the standards promulgated by the ICC in 49 CFR Part 1152, Subpart D - "Standards for Determining Costs, Revenues, and Return on Value," October 1, 1984 (or as amended). Prior to the operation of an assignment with a conductor only pursuant to this Subsection (b), the carrier shall afford the involved General Chairman at least fifteen (15) days' advance notice. Accompanying such notice shall be data computed in accordance with 49 CFR Part 1152, Subpart D, and substantially in the format of Exhibit C "Revenue and Cost Data," which is an attachment to this Agreement. In deciding any dispute or claim arising out of this Subsection

(b), a neutral shall not have authority to prescribe or change cost and revenue accounting practices utilized by Conrail; the neutral may rule only on whether Conrail's cost and revenue accounting practices conform with 49 CFR Part 1152, Subpart D.

- (c) In the event the economic character of the light density line changes as a result of an increase in the revenues derived from moving traffic to, from and on the line, the involved General Chairman may request an annual reevaluation of the line in accordance with 49 CFR Part 1152, Subpart D. In the event such reevaluation discloses that the line no longer is a light density line as defined in Subsection (b) above, a brakeman will be added to each crew operating on the line with a conductor only, unless the addition of such brakeman or brakemen would result in the line's reversion to light density line status.

Article XII - ENGINE SERVICE

In accordance with the following provisions and provisions of existing agreements notwithstanding, the craft of firemen (helpers) and hostlers shall be eliminated through attrition, and trainmen shall become the sole source of supply for engine service positions, after present employees with engine service rights, except when otherwise required to comply with existing law. As a transition, work opportunities for present employees with engine service seniority will be provided pursuant to Section 1 below.

Section 1 - Work Opportunities

Work opportunities for those employees with fireman (helper) and hostler seniority dates prior to June 2, 1985 (hereafter "firemen") will be provided pursuant to Letter #9, a copy of which is a part of this Agreement.

Section 2 - Promotion and Assignment to Engine Service

- (a) Trainmen shall be permitted to apply for positions in engine service. Candidates for Engineer Training School ("ETS") shall be selected in seniority order from qualified applicants at a location, provided all qualified engine service employees at that location already have received or are receiving engineer training. All applicants must satisfy the company's minimum employment standards for engine service before being accepted into the ETS.
- (b) Qualified applicants who successfully complete ETS shall establish seniority rights in engine service, and shall continue to hold and accumulate seniority in train service. Such employees shall be shown on the trainmen's seniority roster as qualified engine service employees junior to present firemen (hostlers) and helpers. No provision of this or any other agreement shall afford such trainman/engine service employees the right to exercise seniority to any engine service position other than an engineer position. Present trainmen (those with train service seniority dates of June 1, 1985, or earlier) who fail to successfully complete ETS as a result of a second failure to pass the required final examination, shall not be permitted to reapply for engineer training. New employees

(those who enter train service on or after June 2, 1985) who fail to successfully complete ETS as a result of a second failure to pass the required final examination, shall forfeit all seniority.

- (c) When the needs of the service dictate that additional engineers are required and no qualified train service applicants are available in the applicable Conrail Seniority District, the senior furloughed trainman who satisfies the company's engine service employment standards and who entered service on or after June 1, 1985, shall be required to attend ETS. Any such trainman who fails to successfully complete ETS as a result of a second failure to pass the required final examination, shall forfeit all seniority.
- (d) A trainman who acquires engine service seniority shall be subject to assignment as a engineer in accordance with the procedure set forth in Article S-f-3(i) of the UTU(E) Single Agreement effective September 1, 1981, as may be amended from time to time. In the application of this rule to such employees, the word "trainman" shall be substituted for the phrase "fireman (helper) or hostler" wherever the latter appears.

Section 3 - Effect on Positions

Notwithstanding, and in addition to, any other provision of law, contract or agreement, Conrail may refrain from filling one position in freight service for each employee in engine service who may be terminated in accordance with Letter #9, or who has been or may be terminated pursuant to Section 702 of the Regional Rail Reorganization Act of 1973, as amended.

Article XIII - Moratorium

Section 1 - The parties to this Agreement shall not serve or progress any notice or proposal for the purpose of changing the provisions of this Agreement prior to January 1, 1988, not to become effective until July 1, 1988, and any now pending notices or proposals on subject matter covered by this Agreement are withdrawn by the parties, except as provided for in Section 2 below. The limitations on the serving of notices or proposals under this Section will not bar the parties agreeing upon subject matters of mutual interest.

Section 2 (a) Pending notices or proposals on subject matter not covered by this Agreement, and future notices or proposals on subject matter not covered by this Agreement, shall be addressed through Section 5 of the Agreement of May 5, 1981, which implements Section 712 of the Regional Rail Reorganization Act of 1973, as amended.

(b) The Union's Section 6 notice of May 1 and 16, 1984, seeking payment of wage increases deferred pursuant to the Agreement of May 5, 1981, and Conrail's position in respect thereto, are not affected or withdrawn by operation of this Agreement. The parties expect the issues involved in that dispute to be resolved in the context of the sale by the United States of its ownership interest in Conrail. If not resolved in that manner, the issues are subject to the provisions of Subsection 2(a) above.

Section 3 - If this Agreement should be determined to be invalid in whole or in part with respect to any portion of the craft or class covered, this Agreement shall be of no force or effect with respect to the entire craft or class and the rates of pay of all employees in such craft or class shall be returned to the levels prevailing prior to the execution of this Agreement.

**SIGNATURE PAGE FOR THE JUNE 28, 1985 AGREEMENT
BETWEEN THE CONSOLIDATED RAIL CORPORATION AND
THE UNITED TRANSPORTATION UNION**

**FOR THE UNITED
TRANSPORTATION UNION:**

F. A. Hardin
F. A. Hardin
President

**FOR THE CONSOLIDATED
RAIL CORPORATION:**

R. E. Swert
R. E. Swert
Vice President-Labor Relations

Date
E. T. Atkins
E. T. Atkins
F. Lambert (PPR)
F. Lambert*

W. A. Beebe (A.F.M.)
W. A. Beebe
R. M. Leslie
R. M. Leslie
R. E. Frear
R. E. Frear*

R. D. Jarvis mcm
R. D. Jarvis
C. P. Jones (PPR)
C. P. Jones

S. T. Malizia
S. T. Malizia

J. J. Weyhe per CPO
J. J. Weyhe
C. D. Winebrenner
C. D. Winebrenner*

Date
R. M. Belle
R. M. Belle
Charles A. DeBort
C. A. DeBort

R. E. Doan
R. E. Doan
J. N. Fralick
J. N. Fralick
A. Gula
A. Gula

Tom C. Roll
T. C. Roll
W. A. Wodowski
W. A. Wodowski

General Chairmen UTU (E)

**General Chairmen UTU (C&T)
*General Chairmen UTU (C, T&E)**

CONRAIL

R. E. SWERT
VICE PRESIDENT
LABOR RELATIONS

LETTER #1

June 28, 1985

Mr. F. A. Hardin, President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Hardin:

This will confirm our agreement on returning Conrail employees to industry standard wages as of July 1, 1984, and payment of resulting retroactive pay adjustments, in connection with our Agreement of June 28, 1985.

1. Rates of pay will be adjusted, effective July 1, 1984, to those rates that would have prevailed but for the pay increase deferral provisions of Section 2 of the Agreement of May 5, 1981.
2. To accomplish the provisions of paragraph (1), Conrail shall recompute pay rates from July 1, 1984, forward as if no pay increase deferral had occurred, and every effort will be made to distribute any retroactive pay adjustment (back to July 1, 1984) within sixty (60) days of notification by you to Conrail that the Agreement of June 28, 1985, between Conrail and your organization is formally in effect.

Sincerely,


R. E. Swert
Vice President-Labor Relations

I agree:



F. A. Hardin

CONRAIL

R. E. SWERT
VICE PRESIDENT
LABOR RELATIONS

LETTER #2

June 28, 1985

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

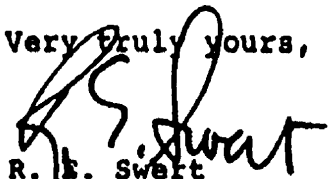
Dear Mr. Hardin:

In accordance with our understanding, this is to confirm that Conrail will make its best efforts to provide the lump sum payment provided for in Article III of the Agreement of June 28, 1985, no later than sixty (60) days following ratification.

If we find it impossible to make such payments within sixty (60) days, it is understood that we will notify you, 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,



R. E. Swert
Vice President-Labor Relations

I agree:



Fred A. Hardin

CONRAIL

R. E. SWERT
VICE PRESIDENT
LABOR RELATIONS

LETTER #3

June 28, 1985

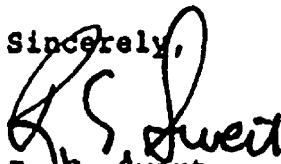
Mr. F. A. Hardin, President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Hardin:

This will confirm our understanding in connection with Article IV of our Agreement of June 28, 1985, wherein we agreed to certain changes in the crew consist agreements contained in the UTU(C&T) Single Agreement effective September 1, 1981.

We agree that any General Committee that presently participates in the Trust Fund may elect instead to have crew consist Productivity Savings Sharing Allowances paid "up-front" to each protected trainman who works a yard tour of duty or road freight service trip with a reduced crew, in which case each protected trainman would receive \$22 per trip or tour of duty in addition to the Reduced Train Crew Allowance.

Sincerely,



R. E. Swert
Vice President-Labor Relations

I agree:



F. A. Hardin

CONRAIL

R. E. SWERT
VICE PRESIDENT
LABOR RELATIONS

LETTER #4

June 28, 1985

Mr. F. A. Hardin, President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Hardin:

This letter reflects an understanding reached by the parties in connection with the Agreement dated June 28, 1985.

The parties agreed that arbitraries and special allowances which represent duplicate payment will be frozen for present employees and eliminated for new employees, and that the overmile rate will be frozen for all employees. We also agreed that the portion of the Reduced Train Crew Allowance which existed prior to application of the \$3 adjustment set forth in Article IV Section 2 will be increased by the general wage increases set forth in Article I.

In agreeing to the freeze provisions referred to above, the parties expressly understood that those provisions will remain in full force and effect unless and until they are modified in accordance with the provisions of the Railway Labor Act, as amended.

Sincerely,


R. E. Swert
Vice President-Labor Relations

I agree:



F. A. Hardin

CONRAIL

R. E. SWERT
VICE PRESIDENT
LABOR RELATIONS

LETTER #5

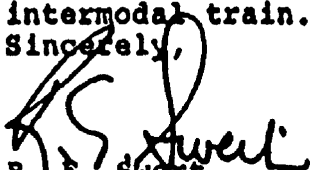
June 28, 1985

Mr. F. A. Hardin, President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Hardin:

This will confirm our understanding in connection with Article VIII of our Agreement of June 28, 1985, whereby we revised our agreement for the removal of cabooses. In view of Conrail's unique situation as a supplier of transportation services to the automotive industry in the Northeast and Midwest, we agreed that, for purposes of that Article, the addition of auto parts cars to an intermodal train does not change its character as an intermodal train.

Sincerely,


R. E. Swert
Vice President-Labor Relations

I agree:



F. A. Hardin

CONRAIL

**B. B. SWERT
VICE PRESIDENT
LABOR RELATIONS**

LETTER #6

June 28, 1985

**Mr. F. A. Hardin, President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107**

Dear Mr. Hardin:

This letter is in further response to your inquiry as to when and how the provisions of our agreement of June 28, 1985, will be applicable to your Section 6 notices arising out of the May 5, 1981 Agreement. The various proposals for the sale of Conrail now before the Congress would fully and finally resolve those notices and any claims to pay entitlements under the May 5, 1981 Agreement. This letter sets forth our understanding of the intent of the June 28 Agreement and the procedures which shall be applicable in the event the 99th Congress shall adjourn sine die without enacting legislation authorizing and directing the sale of the United States' interest in Conrail, or on such earlier date (but not earlier than January 1, 1986) as there shall be no proposal for the sale of Conrail remaining for consideration by the 99th Congress.

We are in agreement that recognition of the pay increase deferral provisions of the May 5, 1981 Agreement is appropriate in such event because --

(1) Conrail and all the parties which have made proposals to acquire the United States' interest in Conrail, in connection with such proposals, recognize that Conrail's employees are equitably entitled to economic consideration because of the pay increase deferral provisions of the May-5, 1981 Agreement.

LETTER #6

Mr. F. A. Hardin

Page 2

June 28, 1985

(2) The sale of the United States' interest in Conrail, either as contemplated in the Morgan Stanley & Co. Incorporated proposal or as recommended by the Department of Transportation, may not be consummated for various reasons, including the possibility that the Congress may not enact legislation authorizing such sale;

(3) The Department of Transportation has recommended to Congress, as part of its proposal to sell the interest of the United States in Conrail to Norfolk Southern Corporation, the repeal of Section 401(e) of the Regional Rail Reorganization Act of 1973, as amended by the Northeast Rail Service Act of 1981, which repeal would deprive Conrail's employees of a portion of the consideration for which they bargained in the May 5, 1981 Agreement, and which was subsequently enacted into law by the Congress; and

(4) Increases in productivity by Conrail's employees since the May 5, 1981 Agreement was entered into have contributed to Conrail's profitability.

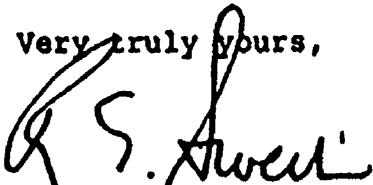
Therefore, in the event the 99th Congress shall adjourn sine die without enacting legislation authorizing and directing the sale of the United States' interest in Conrail, or on such earlier date (but not earlier than January 1, 1986) as there shall be no proposal for the sale of Conrail remaining for consideration by the 99th Congress, the parties shall negotiate for a period of thirty (30) days following such event in an attempt to resolve the aforementioned Section 6 notices and any Conrail counterproposal thereto. If the parties shall fail to reach agreement within such thirty (30) day period, such issues shall immediately be submitted to a three-person panel, one to be selected by RLEA and one to be selected by Conrail. The two so selected shall select a neutral, who shall be Chairman. The panel shall confer with the parties and render a final and binding decision as expeditiously as possible, which shall fully and finally resolve the aforementioned Section 6 notices and any claims to pay entitlements under the May 5, 1981 Agreement.

LETTER #6

Mr. F. A. Hardin
Page 3
June 28, 1985

We are in agreement that the panel shall take into account the factors set forth in the indented paragraphs (1) through (4), set forth above, as well as the role of other factors in allowing Conrail to become a profitable company.

Very truly yours,



R. E. Swert
Vice President-Labor Relations

I concur:



F. A. Hardin

LETTER #7

Mr. R. E. Swert
Vice President-Labor Relations
Consolidated Rail Corporation
Room 1234, Six Penn Center
Philadelphia, PA 19103

Dear Sir:

This will confirm our understanding in connection with the issues resolved by, and supplements Article XIV, Section 2 of, our Agreement of June 28, 1985. It is the preference of the Conrail employees represented by our committees that Conrail be preserved as an independent company when returned to private sector ownership. We prefer that Conrail be returned to the private sector by means of a public stock offering and, therefore, in connection with our June 28, 1985 Agreement, we endorse a public sale of Conrail stock resulting in an independent company, if such a sale is approved by the House Energy and Commerce Committee, which approval includes a finding that Conrail will be financially stable, recognition for our wage increase deferrals, and provision for adequate employee protection.

Accordingly, the General Chairmen signatory hereto agree to support a public stock sale as described above, and agree that the UTU's Section 6 Notices of May 1 and 16, 1984 (payment of wage increase deferrals) are partially resolved by Letter No. 1 attached to our June 28, 1985 Agreement returning employees to industry scale wages effective July 1, 1984, if the June 28, 1985 Agreement is finalized. We also agree that the balance of the notices dealing with compensation for the April 1, 1981 - June 30, 1984 wage increase deferrals will be resolved fully as part of the public stock sale described above. If not resolved in that fashion, the portions of the Section 6 notices seeking com-

LETTER #7

Page 2

pensation for the April 1, 1981 - June 30, 1984 wage increase deferrals shall be handled in accordance with Letter #6 attached to our June 28, 1985 Agreement.

E. T. Adkins

F. Lambert (PPR)

F. Lambert*

W. A. Beebe (AFM)

W. A. Beebe

R. M. Leslie

R. M. Leslie

R. E. Frear

R. E. Frear*

R. D. Jarvis (MGM)

R. D. Jarvis

C. P. Jones (PPR)

C. P. Jones

S. T. Malizia

S. T. Malizia

J. J. Weyhe per cow

J. J. Weyhe

C. D. Winebrenner

C. D. Winebrenner*

R. M. Belle

R. M. Belle

C. A. DeBolt

C. A. DeBolt

R. E. Doan

R. E. Doan

J. N. Fralick

J. N. Fralick

A. Gula

A. Gula

T. C. Roll

T. C. Roll

W. A. Wodowski

W. A. Wodowski

General Chairmen UTU(E)

General Chairmen UTU(C&T)
*General Chairmen UTU(C,T&E)

cc: F. A. Hardin

LETTER #8

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.

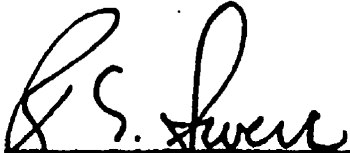
It is difficult to list specific rules or operations that might need modifications or exceptions in order to provide the services that may be necessary to obtain and operate new business that can be obtained from other modes of transportation. We are in agreement, however, that necessary operational 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


R. E. Swert
Vice President - Labor Relations

CONRAIL

R. E. SWERT
VICE PRESIDENT
LABOR RELATIONS

LETTER #9

June 28, 1985

Mr. F. A. Hardin, President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Hardin:

This letter sets forth the terms and conditions pursuant to which work opportunities will be provided for firemen (helpers) and hostlers with seniority dates prior to June 2, 1985, and supplements Article XII, Section 1, of our Agreement of June 28, 1985. We agree promptly to begin the negotiation of a definitive memorandum that will govern work opportunities for such employees, which memorandum would include the basic principles described in the numbered paragraphs set out below. Our intention is that we will finalize such an agreement promptly. However, if for some reason the parties have not agreed on such a definitive memorandum by September 1, 1985, and have not agreed to any extension of time, the parties agree to be bound by the provisions of the recently negotiated agreement between the UTU and the National Carriers Conference Committee regarding firemen (helpers) and hostlers dated 6/22/85, a copy of which is attached.

1. Definition of Work Opportunities

A reserve engine service employment program shall be phased in on a seniority district basis as Conrail blanks positions, pursuant to Paragraph 3 below, sufficient to reduce fireman positions in the seniority district to 8% of the engineers in the seniority district, as provided for below.

In each Conrail seniority district, Conrail shall establish a number of reserve engine service positions (hereafter "reserve positions") equal to eight (8) percent of the engineers working in the district, calculated on the

Mr. F. A. Hardin, President-UTU
LETTER #9
Page 2
June 28, 1985

same basis as Conrail's mid-month mancount as previously reported to the Interstate Commerce Commission on Wage Form B (Division Nos. 616-619). The number of reserve positions will be adjusted twice each year, when time changes from standard to daylight saving and vice-versa, in the following manner:

- (a) The number of positions to be established in April shall be equal to the average of the mid-month mancount during the September 1 to February 28 period immediately preceding April.
- (b) The number of positions to be established in October shall be equal to the average of the mid-month mancount during the March 1 to August 31 period immediately preceding October.
- (c) After initial establishment, the number of reserve positions shall be adjusted in the following manner every 30 days to reflect changes in traffic. If the number of reserve positions initially established exceeds 10% of the engineers that worked in the seniority district in any subsequent month (measured by the most recent mid-month mancount, computed as described above), Conrail may abolish reserve positions sufficient to reduce the number of reserve positions to 10% of the engineers that worked in the seniority district.
- (d) Reserve positions will be allocated among the major terminals in the seniority district to the maximum extent practicable consistent with transportation service needs. Firemen will be required to fill such positions through the normal seniority rules.
- (e) Hostling work may be assigned to employees other than firemen, although such assignment (and positions) will not count toward the aggregate number of reserve positions referenced in this paragraph.
- (f) With respect to each seniority district, Conrail may reduce the aggregate number of reserve positions to be established to the extent that there are no firemen furloughed and available to fill such positions.

2. Compensation and Duties

- (a) Reserve positions will be guaranteed earnings equivalent to five (5) days of work per week at the basic daily through freight fireman rate of pay. Employees occupying such positions will perform any engine service assigned by Conrail when they are called, including heretofore must-fill positions, and will receive pay in accordance with the service performed.
- (b) Firemen who secure reserve positions may request voluntary furlough pursuant to Paragraph 4 below. Conrail will determine whether the needs of transportation service permit the request for voluntary furlough to be honored. The number of firemen on voluntary furlough will count towards satisfying the aggregate number of reserve positions that must be established.

3. Attrition

The carrier may offer engine service employees lump-sum allowances in consideration for their voluntary resignation and the forfeiture of their seniority.

- (a) If offers of lump-sum allowances are made prior to the repeal or substantial amendment of Section 702 of the Regional Rail Reorganization Act of 1973, as amended ("Section 702"), and if Federal funding for Section 702 is available, such offers shall be made in accordance with Section 702, notwithstanding limits, if any, on the number of allowances to be awarded. Allowances shall be awarded to the senior active applicants at a location from which volunteers are solicited. If there are fewer eligible active volunteers at a location than the number of allowances Conrail intends to award, Conrail also may accept applications from active eligible enginemen in the applicable Conrail seniority district, and award any remaining allowances in seniority order. Conrail shall refrain from filling one position at the location for each allowance so awarded.

Mr. F. A. Hardin, President-UTU
LETTER #9
Page 4
June 28, 1985

- (b) If offers of lump-sum allowances are made subsequent to the repeal or substantial amendment of, or the unavailability of Federal funding for, Section 702, Conrail may develop and implement a termination allowance program in the form and amount set forth in Section 702 (prior to its repeal or substantial amendment), except that if there are fewer eligible active volunteers at a location than the number of allowances Conrail intends to award, Conrail may accept applications from active eligible enginemen in the applicable Conrail seniority district, and award allowances in seniority order. Conrail shall refrain from filling one position at the location for each allowance so awarded, but the right to refrain from filling positions shall not supersede Conrail's obligation to establish reserve positions pursuant to Paragraph 1 above.

4. Voluntary Furlough

- (a) Employees who occupy reserve positions may request, or Conrail may offer such employees, an opportunity to elect a voluntary furlough. If offered by Conrail, such opportunities shall be granted in seniority order. Employees who elect a voluntary furlough shall receive seventy (70) percent of the basic yard fireman's rate for each of the five weekdays (Monday through Friday) during the period of such voluntary furlough. The carrier may refrain from filling one reserve position for each employee who is on a voluntary furlough.
- (b) An employee on a voluntary furlough must maintain occupational proficiencies and abilities, and shall be subject to recall for regular, temporary or emergency work when the needs of the service so require. Such an employee who fails to report for duty within three (3) days of notification of recall shall cease to receive pay pursuant to Subparagraph (a) above, but the carrier nonetheless may continue to count that employee's former position toward the aggregate number of reserve positions that must be established. If the employee fails to report for duty within ten (10) days of notification of recall and fails to furnish satisfactory reason for not reporting, the employee shall have his or her seniority

Mr. F. A. Hardin, President-UTU
LETTER #9
Page 5
June 28, 1985

terminated and record closed, and the carrier may continue to count that employee's former position toward the aggregate number of reserve positions that must be established. An employee on a voluntary furlough shall promptly advise the carrier of any change in the employee's address or telephone number.

- (c) Employees on a voluntary furlough shall be considered in active service for the purpose of Paragraph 1 of this Article.
- (d) An employee's voluntary furlough shall cease upon:
 - (i) the employee's death, retirement (whether on full or disability annuity), resignation or dismissal for cause; or
 - (ii) the employee's failure to maintain occupational proficiencies and abilities or failure to respond to recall in accordance with Subparagraph (b) above; or
 - (iii) the employee's recall to a position as an engineer, or to some other engine service position deemed necessary by the carrier in accordance with Subparagraph (b) above.
- (e) Outside employment while on a voluntary furlough shall be permitted, so long as there is no conflict of interest. There shall be no offset for outside earnings.
- (f) Employees on a voluntary furlough shall not thereby accrue any entitlement to a vacation payment, but they shall continue to accrue years of continuous service for use in any computation of a future vacation entitlement pursuant to Article G-c-10 of the UTU(E) Single Agreement effective September 1, 1981. Receipt of a week's vacation payment while on a voluntary furlough shall result in a cessation of the payments authorized by Subparagraph (a) above for a one week period, but the Carrier nonetheless may continue to refrain from filling a reserve position.
- (g) No payments or deductions shall be made to or on behalf of an employee on a voluntary furlough except:

Mr. F. A. Hardin, President-UTU

LETTER #9

Page 6

June 28, 1985

- (i) payments authorized by Subparagraph (a) above;
- (ii) income, employment or payroll taxes pursuant to federal, state or local law;
- (iii) health and welfare premiums pursuant to collective bargaining agreements between the parties; and
- (iv) dues deductions pursuant to Article G-m-20 of the UTU(E) Single Agreement effective September 1, 1981, and any other deductions authorized by the parties.

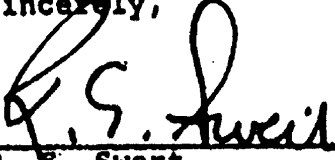
5. Seniority

In order to increase employment opportunities for present engine service employees, firemen (helpers) and hostlers shall be placed in seniority order at the bottom of the applicable trainmen's seniority roster with a seniority date of June 2, 1985, based on their relative standing as a fireman (helper) or hostler. While employed in train service, such employees shall be treated as newly hired employees for all purposes except entering service rates of pay and vacation entitlement. The Carrier will advise employees of their rights and responsibilities under this Paragraph 5, and will permit employees to relinquish their newly acquired seniority date during a ninety (90) day period following the posting of the revised roster, pursuant to Letter #11.

6. Other Agreements

The provisions of these principles, and the to-be negotiated definitive memorandum, will be the exclusive method for determining the number and nature of work opportunities for firemen, and will supersede any existing agreement that may conflict with, be inconsistent with, or frustrate operation of, such provisions, including, but not limited to, the Fireman Manning Agreement of July 19, 1972.

Sincerely,


R. E. Swert
Vice President-Labor Relations

I agree:


F. A. Hardin, President
United Transportation Union

UTU
(6/22/85)*

ARTICLE - FIREMEN, HOSTLERS AND HOSTLER HELPERS

Section 1

The parties agree that the following carriers' proposal served upon the United Transportation Union on January 23, 1984 shall be resolved in accordance with the procedures set forth in Section 2 of this Article:

"A. RULES AND COMPENSATION

"Additional changes to improve carriers' competitive position:

- "1. Combine the positions of brakeman and fireman and treat such new position for all purposes as a brakeman.
- "2. Eliminate requirements for performance of hostler or hostler helper work by employees holding seniority in operating crafts."

The specific questions submitted to arbitration are:

(1) Shall the carriers be required to continue the employment of locomotive firemen, hostlers and hostler helpers?

(a) If the decision is in the affirmative:

Should any changes be made in current rules or practices?

(b) If the decision is in the negative, the Board of Arbitration shall decide:

- (i) the mechanics of the elimination of the positions,
- (ii) the rights and protection, if any, of present firemen, hostlers and hostler helpers,
- (iii) the terms and conditions for selection, training and promotion of future engineers, and
- (iv) any other pertinent related matters.

Section 2

(a) A committee will be established immediately consisting of an equal number of representatives of the carriers and the organization and a neutral person to be selected by the parties. If the parties are unable to agree on the individual to serve as the neutral member by August 15, 1985, either party may request the National Mediation Board to appoint such individual within 10 days of such request.

(b) The committee, including the neutral, will be charged with negotiating a complete agreement which resolves all of the questions specified in Section 1. It will begin discussions no later than September 1, 1985, and meet as often as necessary to discharge its responsibilities. If, however, the committee fails to reach full agreement by September 30, 1985, the matter shall be submitted immediately to an Arbitration Board for final and binding arbitration.

(c) (i) The Arbitration Board will consist of three neutral members. The Chairman of the Board shall be the neutral person who participated in the efforts of the parties to reach a voluntary settlement as described in Section 2 (b) above.

(ii) The two additional neutral members of the Arbitration Board shall be agreed upon by the parties no later than September 10, 1985. If the parties are unable to agree on the two individuals by September 10, 1985, either party may request the National Mediation Board to appoint such individuals within 10 days of such request.

(d) The Arbitration Board shall convene no later than October 1, 1985. The Board shall hold hearings and receive testimony from the parties. The proceedings shall be held in Washington, D.C. The length of hearings and other procedural matters shall be determined by the Board after consultation with the parties. However, the record shall be closed by October 20, 1985. The Board shall issue its final and binding award no later than November 1, 1985. In its award, the Board shall confine itself to the questions submitted in Section 1.

(e) The Board's award shall become effective upon its issuance and shall continue in effect until changed in accordance with the procedures of the Railway Labor Act, as amended. The signatures of a majority of the Board shall constitute a valid and binding award.

(f) Any differences arising as to the meaning or application of the provisions of the award shall be referred to the Board for decision until November 1, 1986.

CONRAIL

R. E. SWERT
VICE PRESIDENT
LABOR RELATIONS

LETTER #10

June 28, 1985

Mr. F. A. Hardin, President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Hardin:

This will confirm our understanding in connection with Article XII of our Agreement of June 28, 1985.

The evolution of technology and work practices in the railroad industry over time has blurred the heretofore traditional difference between, and work opportunities for, train and engine service employees represented on Conrail by the United Transportation Union; and, in the case of the fireman, caused the elimination of the need for application of his particular skills and work. The parties have recognized these factors in the June 28 Agreement by expanding work opportunities for both engine and train service employees, amending and restating their future job duties, while minimizing any adverse impact on settled job expectations by allowing present employees to refuse the new opportunities and duties. After our agreement is implemented, all new employees, and most present employees, will establish seniority as combination engine service/trainmen employees, and our agreements will regulate their work opportunities and the manner in which they will fill conductor, brakeman/yardman, outside

LETTER #10

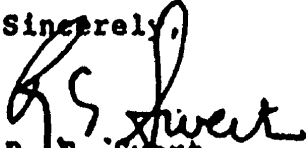
Mr. F. A. Hardin

Page 2

June 28, 1985

hostler positions, and stand for call for, or assignment to, engineer positions. Present employees may elect not to avail themselves of these opportunities, in which case they will be "grandfathered" within their prior craft.

Sincerely,



R. E. Swert

Vice President-Labor Relations

I concur:



F. A. Hardin

CONRAIL

R. E. SWERT
VICE PRESIDENT
LABOR RELATIONS

LETTER #11

June 28, 1985

Mr. F. A. Hardin, President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Hardin:

This will confirm our understanding in connection with Article XII of our Agreement of June 28, 1985, which expands work opportunities for engine service employees by giving them seniority in train service.

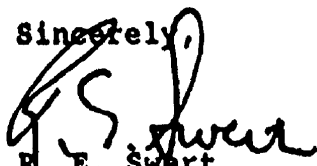
You are concerned that some engine service employees may not wish to work as trainmen and should be given the opportunity to decline train service seniority. Accordingly, we agreed to give employees ninety (90) days to decide whether they wished to have their names stricken from the revised roster which serves train service after it is published. To do this, we will provide each engine service employee with documents prior to (or simultaneous with) the publication of the new roster. These documents will inform the employees of their new seniority, its duties and responsibilities, and that the employee can refuse that seniority, and its duties and responsibilities, only by appropriately marking and returning a pre-printed and addressed document to Conrail within the 90-day period. Conrail will arrange for

LETTER #11

Mr. F. A. Hardin
Page 2
June 28, 1985

postage. We will review these roster information and rejection documents with your representative before they are distributed.

Sincerely,



R. E. Swert
Vice President-Labor Relations

I agree:



F. A. Hardin

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CONSOLIDATED RAIL CORPORATION AND THE
UNITED TRANSPORTATION UNION REGARDING
THE IMPLEMENTATION OF SECTION 702**

WHEREAS, the CONSOLIDATED RAIL CORPORATION ("Conrail") and the UNITED TRANSPORTATION UNION ("UTU") (hereinafter Conrail and the UTU collectively are referred to as the "parties") have agreed, in an Agreement dated June 28, 1985, to expand the implementation of the termination program authorized by Section 702 of the Regional Rail Reorganization Act of 1973, as amended ("Section 702");

WHEREAS, Section 702(f) authorizes the parties to agree on the procedures to implement Section 702;

WHEREAS, the parties intend to resolve fully a pending dispute relating to Conrail's ability to refrain from filling (to "blank") positions on crews consisting, in whole or part, of employees called from extra boards (hereinafter "extra crews"), and avoid the delay, expense and uncertainty of further litigation and arbitration;

WHEREAS, at certain locations Conrail presently has the ability to blank more positions than presently are available at the locations (hereinafter referred to as "extra blanks"); and,

WHEREAS, the parties' objective is to allow for the full implementation of Section 702 and provide Conrail with the ability to refrain from filling or to blank all excess firemen and trainmen positions, in excess of one brakeman and one conductor, in road and yard service.

IT IS HEREBY AGREED, between the parties, that Section 702 may be implemented as follows:

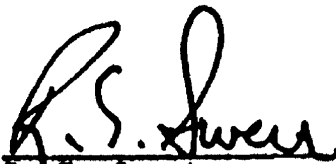
I. Conrail may use all the available extra blanks to refrain from filling or blank positions on all extra crews, in order to resolve completely the dispute relating to the blanking of positions on extra crews. The extra blanks may be used on positions at any location. In the implementation of this Section I, the statutory term "position" shall include firemen jobs and brakemen jobs, in excess of one conductor and one brakeman, on crews consisting, in whole or part, of employees called from an extra board.

II. To allow Conrail to implement Fully Section 702 on all road train crews, and blank all trainmen positions in excess of one conductor and one brakeman, Conrail may award Section 702

termination allowances to additional employees. Conrail may award a sufficient number of termination allowances so that Conrail has the right to blank all trainmen positions, in excess of one conductor and one brakeman, on all road train crews. These termination allowances shall be awarded on a voluntary basis, in accordance with Articles XI and XII of the Conrail - UTU Agreement dated June 28, 1985.

III. The parties understand and agree that the number of Section 702 termination allowances should equal the number of positions that Conrail has the right to blank. Therefore, in order that Conrail may blank all extra lists positions which become excess as a result of the blanking of positions as provided in Sections I and II above, Conrail shall offer additional Section 702 allowances at appropriate locations. These termination allowances shall be awarded on a voluntary basis in accordance with Articles XI and XII of the Conrail - UTU Agreement dated June 28, 1985. The number of termination allowances offered pursuant to this Section III shall be equal to the number of extra list positions which are abolished as soon as practicable following and incident to the implementation of Sections I and II above. In the implementation of this Section III, the statutory terms "position" and "crew" shall include jobs on extra boards which become excess because of the blanking of positions agreed to in Sections I and II above.

IV. After Conrail blanks all excess firemen and brakemen positions at all locations, as agreed to in Sections I through III above, it is agreed that the statutory term "location" is redefined to mean the entire Conrail system. The parties further agree that Conrail no longer is required to designate crews with the notation "B-702," and that Conrail thereafter may blank firemen and trainmen positions, in excess of one conductor and one brakeman, on all crews. Notwithstanding this Section IV, Conrail shall comply with Article XII, Section 1 of the Conrail - UTU Agreement dated June 28, 1985, in order to maintain transitional work opportunities for firemen.


R. E. Swert
Vice President-Labor Relations
Consolidated Rail Corporation


F. A. Hardin
President
United Transportation Union

Dated: 6/28/85

CONRAIL

R. E. SWERT
VICE PRESIDENT
LABOR RELATIONS

June 28, 1985

Mr. F. A. Hardin, President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Hardin:

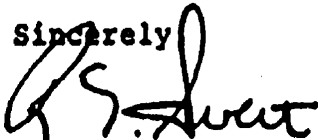
This letter reflects an understanding reached by the parties in connection with the Agreement dated June 28, 1985.

In the event a request is received from all Conrail UTU (C&T) General Chairmen, Conrail seriously will consider a reorganization of the train service seniority rosters. Such a reorganization could be undertaken in accordance with the following principles, following the execution of an agreement which incorporates those principles:

1. The percentage of work which accrues to each former railroad within a Conrail Seniority District would be determined by ascertaining the representation of each former railroad in the current active work force.
2. New rosters would be constructed on an order selection list basis, to reflect the percentage allocation determined in accordance with 1 above.
3. The new district rosters would supersede the former district rosters, and prior rights would be eliminated.

Conrail also agreed to include a provision in a roster reorganization agreement which would indemnify the UTU if an acceptable roster reorganization agreement is reached.

Sincerely



R. E. Swert
Vice President-Labor Relations

I agree:



F. A. Hardin

CONRAIL

R. E. SWERT
VICE PRESIDENT
LABOR RELATIONS

June 28, 1985

Mr. F. A. Hardin, President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Hardin:

This letter reflects an understanding reached by the parties in connection with the Conrail - UTU Memorandum of Understanding regarding implementation of Section 702 of the Regional Rail Reorganization Act, dated June 28, 1985.

We agreed that the Memorandum of Understanding fully and finally resolves the UTU's claim that Conrail was blanking improperly positions on crews filled, in whole or in part, by employees from extra boards (i.e., docket no. C.A. No. 83-3, UTU v. Conrail, Special Court, Regional Rail Reorganization Act). The General Chairman may elect one of the following to resolve the back-pay issue for any appropriate claim of record:

1. One hour of pay, at the basic rate of pay of the assignment for which the claim was filed, for each day Conrail blanked an extra crew as part of its implementation of Section 702 up to the date of this letter; or,
2. Presentation of the entire back-pay issue (up to the date of this letter) to an adjustment board.

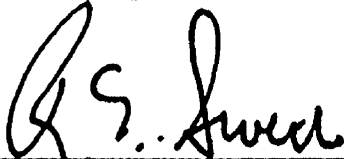
This aforementioned election must be exercised within 60 days or else the matter will be resolved pursuant to option 1 for employees represented by that General Chairman. Except as provided for with respect to back pay up to the date of this letter, the parties mutually release and relinquish all claims and grievances, which either were filed or could be or could have been filed, regarding Conrail's

Mr. F. A. Hardin
re: Section 702 .
Page 2
June 28, 1985

implementation of Section 702 in relation to extra crews. Nothing in the Memorandum of Understanding, or this letter, shall be construed as an admission by either party, nor shall such documents (or subject matter thereof) be admissible before or considered by any adjustment board established pursuant to paragraph 2 above.

Sincerely,

I Agree



R. E. Swert
Vice President-Labor Relations



F. A. Hardin, President
United Transportation Union

CONRAIL

R. E. SWERT
VICE PRESIDENT
LABOR RELATIONS

June 28, 1985

Mr. F. A. Hardin, President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

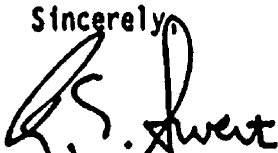
Dear Mr. Hardin:

This will confirm our understanding in connection with Section 2 of Article IX of our Agreement dated June 28, 1985.

We agreed that the list of duties contained in that Section 2 is intended to include those items set forth in Section 3 of the Article covering Road, Yard and Incidental Work in the proposed National Agreement.

We also agreed that Article IX Section 2 is not to be interpreted to disqualify present employees who work in yard service and become entitled to an air hose coupling payment from receiving an air hose coupling payment as set forth in Article V Section 2(a)(ix).

Sincerely,



R. E. Swert
Vice President-Labor Relations

I agree:



F. A. Hardin

CONRAIL

R. E. SWERT
VICE PRESIDENT
LABOR RELATIONS

June 28, 1985

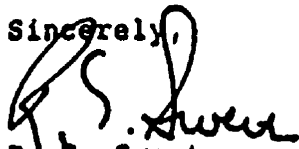
Mr. F. A. Hardin, President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Hardin:

This will confirm our understanding in connection with Article IX, Section 4, of our Agreement dated June 28, 1985, wherein the parties agreed to incorporate into the collective bargaining agreement on a continuing basis (unless changed pursuant to the Railway Labor Act, as amended) the right to transfer and rearrange work Conrail currently enjoys pursuant to Section 706 of the Regional Rail Reorganization Act of 1973, as amended.

You expressed a concern that those provisions could be used to transfer work to another railroad that could purchase Conrail. It was expressly understood that this continuation of Section 706 does not allow a transfer or rearrangement of work from Conrail to that purchasing railroad.

Sincerely,



R. E. Swert
Vice President-Labor Relations

I agree:



F. A. Hardin

CONRAIL

R. S. SWERT
VICE PRESIDENT
LABOR RELATIONS

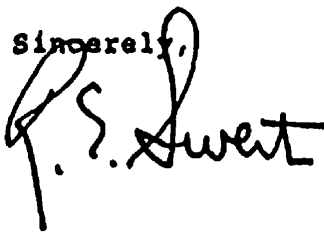
June 28, 1985

Mr. F. A. Hardin, President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Hardin:

This letter will confirm our discussion in connection with Article XI of our Agreement of June 28, 1985, regarding crew consist. The Special Court, Regional Rail Reorganization Act of 1973, as amended, in UTU v. Conrail, 535 F. Supp. 697, cert. denied 457 U.S. 1133, (1982), held that Section 702 of the Regional Rail Reorganization Act, as amended by the Northeast Rail Service Act of 1981, superseded any provisions of collective bargaining agreements that impeded implementation of the Section 702 separation program to blank all second or third brakeman positions. My attorneys also advise me that the Special Court's decision also superseded the 1981 understanding we had regarding Section 702's application to the blanking of crews on trains with more than 70 cars.

Sincerely,



The legal opinion described above in this letter is consistent with the advice provided to Conrail's Vice President-Labor Relations, by Conrail's legal counsel.



A. Arouca
Associate General Counsel
Conrail

June 28, 1985

Interpretative Questions and Answers
Concerning the June 28, 1985
Conrail/UTU Agreement

1. Q. How will trainmen be notified of opportunities to apply for Engineer Training School ("ETS")?

A. Trainmen will be notified of opportunities to apply for ETS via Bulletin Notices and mailings to all furloughed employees' address of record. Applications for ETS will be solicited during a period which will be not less than fifteen days, and will be thirty days where practicable.

2. Q. In what order will trainmen be accepted and/or assigned to ETS?

A. Qualified applicants who are working or last worked in the zone where the need for engineers exists shall be selected for ETS in seniority order. If additional trainees are needed, they shall be selected in seniority order from qualified applicants who are working or last worked elsewhere in the Seniority District. When applicants are so selected from outside the zone, they may be assigned to an engineer position within the zone upon their successful completion of ETS. Conrail's obligation to give consideration to all qualified applicants in the Seniority District when filling a specific ETS class shall not constitute any infringement on Conrail's right to hire trainmen.

If no qualified applicants are available in the Seniority District, trainmen who satisfy the company's engine service employment standards and who entered service after May 31, 1985, shall be required to attend ETS in the following sequence:

1. Furloughed trainmen in seniority order.
2. Active trainmen in inverse order of seniority.

3. Q. How will trainmen establish seniority as engineers?

A. Trainmen shall establish seniority rights as engineers upon their successful completion of ETS. They will establish an engineer's date based upon the earliest date on which any member of the ETS class received a physical examination administered incident to entry into ETS. Members of an ETS class will be ranked as engineers in accordance with their ranking as trainmen.

4. Q. How will trainmen be compensated while attending ETS?

A. Trainmen will receive travel, lodging and meal expenses in accordance with Article G-s-13(c)(11) of the UTU(E) Single Agreement effective September 1, 1981 ("UTU(E) Agreement"). Trainmen will receive pay in accordance with Article G-s-13(f)(1) and (3) of the UTU(E) Agreement, except that trainmen hired after June 1, 1985, also will be subject to Rule 3 of the UTU(C&T) Single Agreement effective September 1, 1981 ("UTU(C&T) Agreement").

5. Q. What obligations are assumed by trainmen who establish seniority as engineers?

A. Trainmen who establish seniority as engineers and who fail to exhaust a normal exercise of engine service seniority shall forfeit train service seniority. Such trainmen who are unable to secure an engineer's position in the normal exercise of engine service seniority may exercise train service seniority. A "normal exercise of engine service seniority" is defined by the BLE Single Agreement effective January 1, 1979 ("BLE Agreement"), and includes protecting engineer positions within the zone, and responding to recall and force assignment notices.

Notwithstanding the first sentence above, in a case of extreme hardship, the Senior Director and the General Chairman may agree that a trainman hired before June 2, 1985, who is cut off as an engineer and exercises train service seniority, may retain train service seniority following a forfeiture of engine service seniority.

Trainmen who establish seniority as engineers, who are furloughed in engine service, and who fail to secure an available position in a normal exercise of train service seniority, shall forfeit seniority in all capacities. A "normal exercise of train service seniority" is defined by the June 2, 1986 Memorandum of Understanding between the parties modifying the provisions of Rule 48(h) and Rule 51 of the UTU(C&T) Agreement.

6. Q. A trainman establishes seniority as an engineer, and relocates to exercise seniority to an engineer's position in a foreign Consolidated Seniority District. If the employee is cut off as an engineer in such foreign Consolidated Seniority District, will he or she be required again to relocate to secure a trainman's position in his or her home Consolidated Seniority District?

A. No.

7. Q. A trainman who establishes seniority as an engineer is displaced and unable to exercise seniority to any engineer's position in the zone. May the employee work as a trainman pending his or her force assignment or recall to an engineer's position?
- A. Yes. The employee is required to secure an available position in a normal exercise of train service seniority, as set forth in Q & A 5 above.
8. Q. How quickly must the employee described in Q & A 7 above secure an available position in a normal exercise of train service seniority?
- A. In accordance with Rule 48(h) of the UTU(C&T) Agreement, the employee must exercise seniority within five days after being displaced.
9. Q. If no engineers working as engineers are available, may the Carrier use a trainman who has established seniority as an engineer to fill an engineer's vacancy on an emergency basis?
- A. Yes. The senior available trainman who has established seniority as an engineer may be called from the extra list which protects trainmen's positions on the assignment on which the engineer's vacancy occurs. If no qualified extra trainman is available, the senior available trainman who has established seniority as an engineer and who is the incumbent of a regular position in the terminal may be called.
10. Q. How will the employee referred to in Q & A 9 above be compensated?
- A. The employee will be compensated in accordance with the BLE Agreement. However, if the employee was the incumbent of a regular position, he or she will receive not less than the earnings of their regular pool or assignment.
11. Q. Will service as an engineer be combined with service as a trainman for the purpose of determining entitlement to the overtime rate of pay?
- A. No.

12. Q. A trainman who stands second out to be called on an extra list has worked four straight-time starts as a yard trainman and one straight-time start as an engineer on an emergency basis as provided for in Q & A 9 above. All other trainmen on the extra list have worked five straight-time starts as a yard trainman. Who stands next for call for yard service?

A. Because the trainman who stands second out to be called is considered to have worked five straight-time starts in yard service in the application of Rules 36(e) and 82(f) of the UTU(C&T) Agreement, the employee who stands first out will be called. If the trainman who stands second out subsequently is called for yard service, he will receive the straight-time rate of pay in accordance with Q & A 11 above.

13. Q. Will service as an engineer be combined with service as a trainman for the purpose of determining entitlement to vacation?

A. Yes.

For the Consolidated
Rail Corporation

/s/ R. E. Swert

Dated

11/12/86

For the United
Transportation Union

/s/ W. A. Beebe

/s/ R. E. Frear

/s/ C. P. Jones

/s/ F. L. Lambert

/s/ M. G. Maloof

/s/ J. J. Weyhe

/s/ C. D. Winebrenner

THIS AGREEMENT IS MADE THIS 18TH DAY OF FEBRUARY, 1992, BY AND BETWEEN CONSOLIDATED RAIL CORPORATION AND ITS EMPLOYEES IN ROAD FREIGHT AND YARD SERVICE REPRESENTED BY THE UNITED TRANSPORTATION UNION (C) AND (T):

IT IS AGREED:

ARTICLE I - WAGES

Section 1 - Lump Sum Payment

Each employee subject to this Agreement who rendered compensated service on a sufficient number of days during the calendar year 1990 to qualify for an annual vacation in the calendar year 1991 will be paid \$2,000 within sixty (60) days of the date of this Agreement. Those employees who rendered compensated service on an insufficient number of days during the calendar year 1990 to qualify for an annual vacation in the calendar year 1991 will be paid a proportional share of that amount. This Section shall be applicable solely to those employees subject to this Agreement who have an employment relationship as of the date of this Agreement or who have retired or died subsequent to January 1, 1990. There shall be no duplication of lump sum payments by virtue of employment under an agreement with another organization.

Section 2 - First General Wage Increase

Effective July 1, 1991, all standard basic daily rates of pay in effect June 30, 1991 for employees represented by the United Transportation Union shall be increased by three (3) percent.

Section 3 - Second General Wage Increase

Effective July 1, 1993, all standard basic daily rates of pay in effect on June 30, 1993 for employees represented by the United Transportation Union shall be increased by three (3) percent.

Section 4 - Third General Wage Increase

Effective July 1, 1994, all standard basic daily rates of pay in effect on June 30, 1994 for employees represented by the United Transportation Union shall be increased by four (4) percent.

Section 5 - Standard Rates

The standard basic daily rates of pay produced by application of the increases provided for in this Article are set forth in Appendix 1, which is a part of this Agreement.

Section 6 - 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) 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) In local freight service, the same differential in excess of through freight rates shall be maintained.
- (f) In computing the increases in rates of pay under Section 2 for 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 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 three (3) percent increase shall be applied to daily rates in effect June 30, 1991, exclusive of car scale additives, local freight differentials, and any other money differential above existing standard daily rates. The same procedure shall be followed in computing the increases effective July 1, 1993 and July 1, 1994. 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.

ARTICLE II - COST-OF-LIVING PAYMENTS

PART A - Cost-of-Living Lump Sum Payments Through January 1, 1995

Section 1 - First Lump Sum Cost-of-Living Payment

Subject to Sections 6 and 7, employees with 2,000 or more straight time hours paid for (not including any such hours reported to the Interstate Commerce Commission as constructive allowances except vacations, holidays and guarantees in protective agreements or arrangements) during the period April 1, 1991 through March 31, 1992, will receive a lump sum payment of \$1,287.00 on July 1, 1992.

Section 2 - Second Lump Sum Cost-of-Living Payment

Subject to Sections 6 and 7, employees with 1,000 or more straight time hours paid for (not including any such hours reported to the ICC as constructive allowances except vacations, holidays and guarantees in protective agreements or arrangements) during the period April 1, 1992 through September 30, 1992, will receive a lump sum payment on January 1, 1993 equal to the difference between (i) \$1,273.00, and (ii) the lesser of \$636.50 and one quarter of the amount, if any, by which the carriers' 1993 payment rate for foreign-to-occupation health benefits under the Railroad Employees National Health and Welfare Plan ("the Plan") exceeds the sum of (a) the amount of such payment rate for 1992 and (b) the amount per covered employee that will be taken during 1993 from that certain Special Account maintained at the Travelers Insurance Company known as the "Special Account Held in Connection with the Amount for the Close-Out Period (the "Special Account") to pay or provide for Plan foreign-to-occupation health benefits.

Section 3 - Third Lump Sum Cost-of-Living Payment

Subject to Sections 6 and 7, employees with 2,000 or more straight time hours paid for (not including any such hours reported to the ICC as constructive allowances except vacations, holidays and guarantees in protective agreements or arrangements) during the period October 1, 1992 through September 30, 1993, will receive a lump sum payment on January 1, 1994 equal to the difference between (i) \$1,297.00, and (ii) the lesser of \$648.50 and one quarter of the amount, if any, by which the carriers' 1994 payment rate for foreign-to-occupation health benefits under the Plan exceeds the sum of (a) the amount of such payment rate for 1993 and (b) the amount per covered employee that will be taken during 1994 from the Special Account to pay or provide for Plan foreign-to-occupation health benefits.

Section 4 - Fourth Lump Sum Cost-of-Living Payment

Subject to Sections 6 and 7, employees with 2,000 or more straight time hours paid for (not including any such hours reported to the ICC as constructive allowances except vacations, holidays and guarantees in protective agreements or arrangements) during the period October 1, 1993 through September 30, 1994, will receive a lump sum payment on January 1, 1995 equal to the difference between (i) \$890.00, and (ii) the lesser of \$445.00 and one quarter of the amount, if any, by which the carriers' 1995 payment rate for foreign-to-occupation health benefits under the Plan exceeds the amount of such payment rate for 1994.

Section 5 - Definition of Payment Rate for Foreign-to-Occupation Health Benefits

The carrier's payment rate for any year for foreign-to-occupation health benefits under the Plan shall mean twelve times the payment made by the carriers to the Plan per month (in such year) per employee who is fully covered for employee health benefits under the Plan. Carrier

payments to the Plan for these purposes shall not include the amounts per such employee per month (in such year) taken from the Special Account, or from any other special account, fund or trust maintained in connection with the Plan, to pay or provide for current Plan benefits, or any amounts paid by remaining carriers to make up the unpaid contributions of carriers whose participation in the Plan terminates.

Section 6 - Employees Working Less Than Full-Time

For employees who have fewer straight time hours (as defined) paid for in any of the respective periods described in Sections 1 through 4 than the minimum number set forth therein, the dollar amounts specified in clause (i) thereof shall be adjusted by multiplying such amounts by the number of straight time hours (including vacations, holidays and guarantees in protective agreements or arrangements) for which the employee was paid during the applicable measurement period divided by the defined minimum hours. For any such employee, the dollar amounts described in clause (ii) of such Sections shall not exceed one-half of the dollar amounts specified in clause (i) thereof, as adjusted pursuant to this Section.

Section 7 - Lump Sum Proration

In the case of any employee subject to wage progression or entry rates, the dollar amounts specified in Section 1 and clause (i) of Sections 2 through 4 shall be adjusted by multiplying such amounts by the weighted average entry rate percentage applicable to wages earned during the specified determination period. For any such employee, the dollar amounts described in clause (ii) of such Sections shall not exceed one-half of the dollar amounts specified in clause (i) thereof, as adjusted pursuant to this Section.

Section 8 - Eligibility for Receipt of Lump Sum Payments

The lump sum cost-of-living payments provided for in this Article will be payable to each employee subject to this Agreement who has an employment relationship as of the dates such payments are made or has retired or died subsequent to the beginning of the applicable base period used to determine the amount of such payments. There shall be no duplication of lump sum payments by virtue of employment under an agreement with another organization.

**PART B - Cost-of-Living Allowance and Adjustments Thereto After
January 1, 1995**

**Section 1 - Cost-of-Living Allowance and Effective Dates of
Adjustments Thereto**

- (a) A cost-of-living allowance will be payable in the manner set forth in and subject to the provisions of this Part, 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 CPI. The first such cost-of-living allowance shall be payable effective July 1, 1995 based, subject to paragraph (d), on the BLS CPI for September 1994 as compared with the BLS CPI for March 1995. Such allowance, and further cost-of-living adjustments thereto which will become effective as described below, will be based on the change in the BLS CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d)(iii), according to the formula set forth in paragraph (e).

<u>Measurement Periods</u>		<u>Effective Date of Adjustment</u>
<u>Base Month</u>	<u>Measurement Month</u>	
September 1994	March 1995	July 1, 1995
March 1995	September 1995	January 1, 1996

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

- (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, that 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) (1) Cap. In calculations under paragraph (e), the maximum increase in the BLS CPI that will be taken into account will be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
July 1, 1995	3% of September 1994 CPI
January 1, 1996	6% of September 1994 CPI, less the increase from September 1994 to March 1995

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

- (ii) Limitation. In calculations under paragraph (e), only fifty (50) percent of the increase in the BLS CPI in any measurement period shall be considered.
- (iii) If the increase in the BLS CPI from the base month of September 1994 to the measurement month of March 1995 exceeds 3% of the September base index, the measurement period that will be used for determining the cost-of-living adjustment to be effective the following January will be the 12-month period from such base month of September; the increase in the index that will be taken into account will be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into account will be 6% of such September base index less the 3% mentioned in the preceding clause, to which will be added any residual tenths of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which will have become effective July 1, 1995 during such measurement period.
- (iv) Any increase in the BLS CPI from the base month of September 1994 to the measurement month of September 1995 in excess of 6% of the September 1994 base index will not be taken into account in the determination of subsequent cost-of-living adjustments.
- (v) The procedure specified in subparagraphs (iii) and (iv) will be applicable to all subsequent periods during which this Article is in effect.

- (e) **Formula.** The number of points change in the BLS CPI during a measurement period, as limited by paragraph (d), 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 December 31, 1995 will be adjusted (increased or decreased) effective January 1, 1996 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 (d) in the BLS CPI during the applicable measurement period. 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 December 31, 1995 if the BLS CPI 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.
- (f) Continuance of the cost-of-living allowance and the adjustments thereto provided herein 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 Article, revise or change the methods or basic data used in calculating such 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 - Payment of Cost-of-Living Allowances

- (a) The cost-of-living allowance payable to each employee effective July 1, 1995 shall be equal to the difference between (i) the cost-of-living allowance in effect on that date pursuant to Section 1 of this Part, and (ii) the cents per hour produced by dividing one quarter of the increase, if any, in the carriers' 1995 payment rate for foreign-to-occupation health benefits under the Plan over such payment rate for 1994, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, but not more than one-half of the amount specified in clause (i) above. For the purpose of the foregoing calculation, the amount of any increase described in clause (ii) that has been taken into account in determining the amount received by the employee as a lump sum payment on January 1, 1995 shall not be taken into account.

- (b) The cost-of-living allowance payable to each employee effective January 1, 1996, shall be equal to the difference between (i) the cost-of-living allowance in effect on that date pursuant to Section 1 of this Part, and (ii) the cents per hour produced by dividing one quarter of the increase, if any, in the carriers' 1996 payment rate for foreign-to-occupation health benefits under the Plan over the amount of such payment rate for 1995, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, but not more than one-half of the amount specified in clause (i) above.
- (c) The procedure specified in paragraph (b) shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.
- (d) The definition of the carriers' payment rate for foreign-to-occupation health benefits under the Plan set forth in Section 5 of Part A shall apply with respect to any year covered by this Section.
- (e) In making calculations under this Section, fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

Section 3 - Application of Cost-of-Living Allowances

The cost-of-living allowance provided for in this Part will not become part of basic rates of pay. In application of such allowance, each one cent per hour of cost-of-living allowance that is payable will be treated as an increase of 8 cents in the basic daily rates of pay produced by application of Article I. The cost-of-living allowance will otherwise be applied in keeping with the provisions of Section 6 of Article I.

Section 4 - Continuation of Part B

The arrangements set forth in Part B of this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.

ARTICLE III - 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 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 July 31, 1985. Such rates shall be exempted from wage increases as provided in Section 1(a) of this Article. Car Scale 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 and the divisor used to determine when overtime begins in through freight service will be changed as provided below:

<u>Effective Date of Change</u>	<u>Miles in Basic Day</u>	<u>Overtime Divisor</u>
The first day following the date the Carrier is notified of the ratification of this Agreement	118	14.75
January 1, 1993	122	15.25
January 1, 1994	126	15.75
January 1, 1995	130	16.25

(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 service is calculated by dividing the miles of the trip or the number of miles encompassed in a basic day, whichever is greater, by the appropriate overtime divisor. Thus, effective on the first day following the date the Carrier is notified of the ratification of this Agreement, overtime on a trip in through freight service of 125 miles will begin after 8 hours and 28 minutes ($125/14.75 = 8.47$ hours). 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 cents for Conductors and 43 cents for Brakemen under National Agreements) will be added to their basic daily rates and the combined rate will be used as the basis for calculating hourly rates, including overtime. The local freight mileage differential (.56 cents per mile for Conductors and .43 cents for Brakemen under National Agreements) will be added to the through freight mileage rates, and miles in excess of the number encompassed in the basic day in through freight service will be paid at the combined rate.

Section 4 - 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 on or after June 2, 1985.

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

Section 5 - 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 on or after June 2, 1985, will be 75% of the rate for present employees and will increase in increments of 5 percentage points for each year of active service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty.

ARTICLE IV - CREW CONSIST

The Crew Consist Agreements between the parties, as previously amended, are further amended in accordance with the following provisions:

Section 1 - Manning

- (a) Effective on the date lump-sum separation allowances are awarded pursuant to Section 2(c) below, all through freight service (including through freight service which converts to the local rate of pay) may be manned by a train crew consisting of a Conductor-only.
- (b) Effective on the date of this Agreement, the Carrier may operate work, wreck and relief train crews regardless of the class of service involved with a Conductor-only, and may operate other train crews in yard, local and traveling road switcher service with a Conductor-only if such operation was permitted

prior to the date of this Agreement or if such operation involves a conveyor train, rapid discharge cars or RoadRailer assignments. Prior to the awarding of lump-sum separation allowances pursuant to Section 2(e) below, other train crews in yard, local and traveling road switcher service will be operated with a Conductor-only solely through natural attrition. Natural attrition shall include Trainmen who leave the service as a result of death, retirement, disability, resignation or dismissal for cause. The Carrier may, in inverse order of seniority, force assign a Trainman from a blankable Brakeman position in yard, local or traveling road switcher service to any must-fill regular or extra list position at the location. The Carrier will not be required to hire new Trainmen to fill any Brakeman's position in yard, local or traveling road switcher service. Except as otherwise provided in this Article IV, the Brakeman's position in yard, local or traveling road switcher service is not considered a blankable position so long as there are Trainmen who stand for recall to such position who have been furloughed for less than five years.

- (c) The Carrier may exercise its right to use Utility Brakeman assignments to work throughout a Terminal or at an outpost location with any road or yard crew.

Section 2 - Lump-Sum Separation Allowances

- (a) Active and Reserve Board Trainmen who established train service seniority prior to March 7, 1989 and who have made application for a lump-sum separation allowance will be eligible to receive such an allowance in seniority order. Successful applicants will receive the allowance in consideration of their resignation and the forfeiture of all seniority.
- (b) Trainmen referred to in paragraph (a) above will receive an allowance in a gross amount of \$63,000, provided they make application within the 30-day period specified in paragraph (c) below. Trainmen referred to in paragraph (a) above who make application after the conclusion of said 30-day period will receive an allowance in a gross amount of \$50,000. The allowance will be subject to all lawful deductions, and it will not be included in any calculation of vacation payments. Trainmen who receive an allowance awarded pursuant to paragraph (a) above will have Health and Welfare premiums paid on their behalf until a date two years following the effective date of their separation, or until they qualify for a full pension pursuant to the Railroad Retirement Act, whichever occurs first.

- (c) The Carrier will solicit applications for receipt of a lump-sum separation allowance pursuant to paragraph (a) above within fifteen days of the effective date of this Agreement. Applications received within a 30-day period will be considered in the initial awarding of allowances. Successful applicants will be notified that their application for separation has been accepted effective on a date within fifteen days following the conclusion of the 30-day period. The maximum number of allowances awarded on each Conrail Seniority District in connection with through freight Conductor-only operation will equal the number of regularly assigned and pool through freight Brakeman positions in existence on December 4, 1991, plus the number of extra positions previously required to protect those positions, minus the number of such positions (regular and extra) attributable to Trainmen with train service seniority dates subsequent to March 6, 1989.
- (d) The Carrier may solicit additional applications for voluntary receipt of a lump-sum separation allowance pursuant to paragraph (a) above at any time following the effective date of the acceptance of applications for separation pursuant to paragraph (c) above.
- (e) Trainmen in a Conrail Seniority District first will be separated pursuant to paragraphs (c) and (d) above in order to eliminate positions on the Reserve Boards established pursuant to Section 3 below. Following the elimination of a Seniority District's Reserve Board pursuant to Section 3(c) below, but not prior to January 1, 1995, the Carrier may award additional lump-sum separation allowances, and for each Trainman who receives such an allowance or who otherwise attrites, the Carrier may designate a train crew in yard, local or traveling road switcher service to operate with a Conductor-only. In no event will the elimination pursuant to this paragraph (e) of yard, local and traveling road switcher Brakeman positions in any year exceed 20% of the number of such positions in existence on January 1, 1995.

Section 3 - Reserve Boards

- (a) Effective on the date lump-sum separation allowances are awarded pursuant to Section 2(c) above, the Carrier will establish a Reserve Board on each Conrail Seniority District. The

number of positions on each Reserve Board initially will equal the number of regular and pool through freight Brakeman positions in the Seniority District on December 4, 1991, plus the number of extra positions previously required to protect those positions, minus the number of such positions (regular and extra) attributable to Trainmen with train service seniority dates subsequent to March 6, 1989, minus the number of Trainmen in the Seniority District who have been granted a lump-sum separation allowance pursuant to Section 2(c) above.

- (b) The number of positions on the Reserve Boards will not be adjusted to reflect changes in the level of business, but will be decreased on a one-for-one basis as additional Trainmen in the respective Seniority Districts receive lump-sum separation allowances pursuant to Section 2(d) above.
- (c) When the number of Trainmen in a Conrail Seniority District who have been separated equals the number of Reserve Board positions created in the Seniority District pursuant to paragraph (a) above, the Seniority District's Reserve Board will be abolished permanently.
- (d) Trainmen, while assigned to a Reserve Board, will be entitled to the following monetary benefits:
 - (1) \$1,116.54 per 14-day period, subject to all customary deductions. This bi-weekly payment includes the three percent increase provided for in Article I, Section 2 above, and will be subject to subsequent general wage increases. Trainmen assigned to a Reserve Board for less than a full bi-weekly period will receive a prorated portion of the payment based upon the number of days assigned to the Reserve Board. Outside employment is permitted provided there is no conflict of interest, and earnings in such employment will not reduce the bi-weekly payment;
 - (2) payment of Health and Welfare premiums on their behalf; and
 - (3) vacation pay during a scheduled week or weeks of vacation, which shall be paid in lieu of the bi-weekly payment referred to in subparagraph (1) above to the extent that days of vacation and days of the bi-weekly period coincide. Each bi-weekly period will be considered to comprehend ten basic days of yard service in the application of Rule 61 - Vacations of the Collective Bargaining Agreement.
- (e) Trainmen assigned to a Reserve Board will be required to maintain occupational proficiencies and abilities, including but not limited to attendance at physical and Book of Rules examinations.

- (f) Positions on the Reserve Board will be available in seniority order to eligible Trainmen. A Trainman will be eligible for a position on the Reserve Board provided he or she satisfies the following criteria:
- (1) he or she has a train service seniority date prior to March 7, 1989; and
 - (2) he or she has not been furloughed continuously for two years or more.
- (g) Trainmen on a Reserve Board will be required to specify a home terminal work location in writing pursuant to Paragraph B. of the Memorandum of Understanding effective June 2, 1986 ("MOU"). Paragraph F. of the MOU is amended to provide that Trainmen furloughed continuously for two years or more and less than five years will be eligible to be recalled only to must-fill positions, and to provide that Trainmen furloughed continuously for five years or more will not be eligible to be recalled while Reserve Board positions exist in the Seniority District. Paragraph F. of the MOU is further amended to provide that Trainmen will be recalled first in seniority order from among furloughed Trainmen eligible for such recall pursuant to the preceding sentence, and second in inverse order of seniority from among Trainmen on the Reserve Board. A Trainman on a Reserve Board who fails to report for duty within seven days of notification of recall shall cease to receive pay pursuant to subparagraph (d)(1) above. If the Trainman fails to report for duty within ten days of notification of recall and fails to furnish satisfactory reason for not reporting, the Trainman shall be removed from the Reserve Board.

Section 4 - Other Allowances for Retained Trainmen

(a) Within sixty days of the effective date of this Agreement, the Carrier will pay a lump-sum allowance, subject to all lawful deductions, to each Trainman who has not received a \$65,000 allowance pursuant to Section 2(b) above, calculated in the manner hereinafter provided:

(1) Such Trainmen who render train service in 1991 amounting to 160 basic days or more calculated in accordance with Rule 61 of the Collective Bargaining Agreement will receive an allowance of \$10,000.

(2) Such Trainmen who render train service in 1991 amounting to less than 160 basic days calculated in accordance with Rule 61 of the Collective Bargaining Agreement will receive an allowance equal to the number of basic days' train service rendered in 1991 divided by 160 and the resulting quotient multiplied by \$10,000. This calculation contemplates that Trainmen who render no basic days' train service in 1991 computed in accordance with Rule 61 of the Collective Bargaining Agreement will receive no allowance.

(3) The allowance provided for in subparagraphs (1) and (2) above will not be included in any calculation of vacation payments.

- (b) With respect to the payment of Productivity Savings Sharing Allowances and Reduced Train Crew Allowances, each General Committee of Adjustment shall be subject to subparagraph (1) below, unless within thirty days of the effective date of this Agreement the General Chairman advises the Carrier that his General Committee of Adjustment will be governed by subparagraph (2) below. Each General Committee of Adjustment will be governed by either subparagraph (1) or subparagraph (2) exclusively, and the selection once made will be irrevocable. If one or more General Committees of Adjustment currently signatory to a Crew Consist Agreement which provides that contributions shall be made to a Productivity Savings Sharing Trust Fund ("PSSTF") elect to be governed by subparagraph (2) below, representatives of the Carrier and such General Committees of Adjustment will meet promptly to arrange for a final distribution of monies in the PSSTF payable to members of such General Committees of Adjustment.

(1) Effective on the date lump-sum separation allowances are awarded pursuant to Section 2(c) above, each Trainman who established train service seniority prior to March 7, 1989 shall receive an \$18.00 Conductor-only Allowance ("COA") for each trip or tour of duty during which he or she performs service as a member of a train crew (on other than an independent assignment) consisting of a Conductor-only. For Trainmen protected pursuant to a Crew Consist Agreement prior to the effective date of this Agreement, the COA shall be paid in addition to productivity savings sharing payments computed in accordance with the current provisions of Crew Consist Agreements which provide that contributions shall be made to a PSSTF. The COA shall be frozen at \$18.00 and shall not be subject to any future wage increases or cost-of-living adjustments. Each Trainman also shall receive a Reduced Train Crew Allowance ("RTCA") (which shall not be subject to any future wage increases or cost-of-living adjustments) for each trip or tour of duty during which he or she performs service as a member of a train crew (on other than an independent assignment) consisting of a Conductor-only or a Conductor and a single Brakeman, based upon date of train service seniority as defined below:

- (a) Trainmen with a seniority date on or before June 1, 1985 shall be entitled to a RTCA of \$10.88.
- (b) Trainmen with a seniority date on or before the effective date of this Agreement and after June 1, 1985 shall be entitled to a RTCA of \$7.88.
- (c) Trainmen with a seniority date after the effective date of this Agreement shall not be entitled to a RTCA.

(2) Effective on the date lump-sum separation allowances are awarded pursuant to Section 2(c) above, each Trainman who established train service seniority prior to March 7, 1989 shall receive a \$30.00 Productivity Savings Sharing Allowance ("PSSA") for each trip or tour of duty during which he or she performs service as a member of a train crew (on other than an independent assignment) consisting of a Conductor-only or a Conductor and a

single Brakeman. The \$30.00 PSSA shall be paid in lieu of the \$22.00 PSSA or in lieu of making contributions to a PSSTF. The PSSA shall be frozen at \$30.00 and shall not be subject to any future wage increases or cost-of-living adjustments. Each Trainman also shall receive a Reduced Train Crew Allowance ("RTCA") (which shall not be subject to any future wage increases or cost-of-living adjustments) for each trip or tour of duty during which he or she performs service as a member of a train crew (on other than an independent assignment) consisting of a Conductor-only or a Conductor and a single Brakeman, based upon date of train service seniority as defined below:

- (a) Trainmen with a seniority date on or before June 1, 1985 shall be entitled to a RTCA of \$10.88.
- (b) Trainmen with a seniority date on or before the effective date of this Agreement and after June 1, 1985 shall be entitled to a RTCA of \$7.88.
- (c) Trainmen with a seniority date after the effective date of this Agreement shall not be entitled to a RTCA.

Section 5 - Other Rule Changes

In consideration of the amendments made to the Crew Consist Agreements between the parties, as set forth in this Article IV, the following rule changes shall be effective on the first day of the month following thirty (30) days from the date the Carrier is notified of the ratification of this Agreement.

(a) **Examinations**

Rule 95(c)(2) of the Collective Bargaining Agreement is amended to require payment of time consumed with a minimum of four hours for the first examination taken by a Trainman on the Operating Rules in each calendar year.

(b) **Mishandling**

Rule 84(a) and (b) of the Collective Bargaining Agreement is amended to read as follows:

"(a) When a trainman on an extra list or in a pool, other than a unit type pool, is first out and available and he is not called for service in his proper turn, he will remain first out and be paid on a minute basis from the reporting for duty time of the assignment for which he should have been called until the reporting for duty time of the assignment for which he is subsequently called with a minimum of one hour and a maximum of eight hours.

(b) When a unit type pool crew is first out and available and it is not called in its proper turn, it will remain first out and be paid on a minute basis from the reporting for duty time of the assignment for which it should have been called until the reporting for duty time of the assignment for which it is subsequently called with a minimum of one hour and a maximum of eight hours."

(c) Transportation at Terminals - Road Service

Rule 27(b) of the Collective Bargaining Agreement is amended to read as follows:

"(b) Transportation shall be provided as promptly as possible and when a Trainman is required to wait more than 45 minutes from the time he reports off duty before he is provided transportation in accordance with paragraph (a), Item (3), he shall be paid on a minute basis at the basic rate of the last service performed for the time in excess of 45 minutes until transportation is provided. When a Trainman is required to wait more than 45 minutes from the time he reports off duty until he is provided transportation in accordance with paragraph (a), Item (6), he shall be paid on a minute basis at the basic rate of the last service performed from the time of reporting off duty until transportation is provided. The time period referred to in the preceding sentence will not be included in any computation of final terminal delay."

(d) Services Other Than Regular Duties

Rule 67(a) of the Collective Bargaining Agreement is amended to read as follows:

"(a) Trainmen taken from their regular pool or assignment to perform any service other than that covered by their regular pool or assignment, and Trainmen moved up in a pool to protect a vacancy in the pool where such is not permitted by a local agreement, will, for each day so used, be paid the rate and under the overtime conditions of the service performed, with not less than the earnings of their regular pool crew or assignment."

(e) Consolidations and Allocations

Rule 72 of the Collective Bargaining Agreement is amended to read as follows:

"(a) When assignment, allocation, reallocation, reassignment or consolidation of work pursuant to Section 503 of the Regional Rail Reorganization Act takes place, the parties will meet to determine an equitable allocation of work involved on a prior right seniority basis.

(b) Prior to implementing any such assignment, allocation, reallocation, reassignment or consolidation of work, the Corporation will provide the involved General Chairman or General Chairmen a thirty-day notice specifying the nature of the Section 503 transaction and including the following work measurement factors for the involved seniority district(s) for the previous twelve months:

1. Engine hours;
2. Cars dispatched;
3. Track miles."

(f) Time Limit on Claims and Procedures for Handling

Rule 91(f) of the Collective Bargaining Agreement is amended to read as follows:

"(f)(1) A claim for compensation, properly submitted, which has been denied, shall be considered closed unless the Local Chairman, within 80 days from the date of denial, lists the claim in writing for discussion with the Labor Relations Officer. A conference to discuss the claim will be scheduled to convene within 60 days of the Labor Relations Officer's receipt of the claim, unless either party requests that the conference be scheduled for a later date. Reasonable requests to schedule such a later date and reasonable requests for a postponement of a scheduled date will be granted. Telephone conferences may be utilized to fulfill the requirement to meet in conference.

(2) When a claim for compensation is denied following such discussion, the Labor Relations Officer shall notify the Local Chairman in writing within 60 days from the date of such discussion. When not so notified, the claim shall be allowed as presented but such payment shall not validate any other such claims nor shall such payment establish any precedent."

(g) Short Turnaround Freight Service

Rule 11(a) of the Collective Bargaining Agreement is amended to read as follows:

"(a) Trainmen in freight service may be called to make short turnaround trips in other than traveling switcher service with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with a minimum of 100 miles for a day, provided that the mileage of all the trips does not exceed 100 miles and that the distance run from the terminal to the turning point does not exceed 25 miles."

ARTICLE V - PROMOTION/RETENTION OF SENIORITY

The provisions of Rule 53 of the Collective Bargaining Agreement notwithstanding, Trainmen must accept promotion to Conductor/Foreman. Trainmen who decline such promotion or fail to qualify for promotion will forfeit their Trainmen's seniority and all employment rights arising therefrom.

ARTICLE VI - EXPENSES AWAY FROM HOME

Effective on the first day of the month following thirty (30) days from the date the Carrier is notified of the ratification 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 \$4.15 to \$5.00. Effective December 1, 1994, such meal allowance shall be increased to \$6.00.

ARTICLE VII - ROAD/YARD WORK

Section 1. Rules 7, 24 and 68 of the Collective Bargaining Agreement, as previously amended, are further amended to permit road crews to perform the following work without penalties to road or yard crews:

(a) Pursuant to the new road/yard provisions contained in the recommendations of Presidential Emergency Board No. 219, as clarified, a road crew may perform in connection with its own train without additional compensation one move in addition to those permitted by previous agreements at each of the (a) initial terminal, (b) intermediate points, and (c) final terminal. Each of the moves -- those previously allowed plus the new ones -- may be any one of those prescribed by the Presidential Emergency Board: pick-ups, set-outs, getting or leaving the train on multiple tracks, interchanging with foreign railroads, transferring cars within a switching limit, and spotting and pulling cars at industries.

(b) The crew of an over-the-road solid run-through train may perform one move as prescribed, in addition to delivering and/or receiving their train in interchange.

Section 2 - Protection

(a) Employees adversely affected by the provisions of Section 1 of this Article shall receive the protection afforded by Article I (except Section 4) of the New York Dock Protective Conditions (Appendix III, F.D. 28250).

(b) Where employees of terminal companies are affected by the additional relief granted carriers by the provisions of Section 1 of this Article, rosters shall be topped and bottomed on the appropriate roster of each owning line, maintaining prior rights. The Carrier and Employee representatives shall agree upon a method to top and bottom rosters, as provided above, to protect the seniority interests of affected terminal company employees.

ARTICLE VIII - SPECIAL RELIEF, CUSTOMER SERVICE - YARD CREWS

(a) When the Carrier can show a bona fide need to obtain or retain a customer by servicing that shipper outside of the existing work rules related to starting times and yard limits for yard crews, such service may be instituted on an experimental basis for a six-month period.

(b) Prior to implementing such service the Carrier will extend at least 14 days' advance written notice to the General Chairman or General Chairmen of the employees involved. The notice will include an explanation of the bona fide need to provide the service, a description of the service, and a listing of the work rules related to starting times and yard limits for yard crews which are at variance with the Collective Bargaining Agreement.

(c) A Joint Committee comprised of an equal number of Carrier representatives and Organization representatives, shall be constituted to determine whether a bona fide need exists to provide the service. If the Joint Committee has not made its determination by the end of the 14 day advance notice period referenced in paragraph (b), it shall be deemed to be deadlocked, and the service will be allowed on an experimental basis for a six-month period. If, after the six months have expired, the Organization members of the Joint Committee continue to object, the matter shall be referred to arbitration.

(d) If the parties are unable to agree upon an arbitrator within seven days of the date of the request for arbitration, either party may request the National Mediation Board to appoint an arbitrator.

(e) The determination of the arbitrator shall be limited to whether the Carrier has shown a bona fide need to provide the service requested or can provide the service without a special exception to the existing work rules related to starting times and yard limits for yard crews being made at a comparable cost to the Carrier.

(f) Nothing in this Article is intended to restrict any of the existing rights of the Carrier.

ARTICLE IX - 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 carrier by the Organization signatory hereto dated on or about July 25, 1988, January 13, 1989 and May 10, 1989, and the notices dated October 21, 1988 and January 3, 1989, served by the carrier.

(b) This Agreement shall remain in effect through December 31, 1994 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) The parties to this Agreement shall not serve nor progress prior to November 1, 1994 (not to become effective before January 1, 1995) any notice or proposal for changing any matter contained in:

- (1) this Agreement,
- (2) the proposals of the parties identified in paragraph (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.

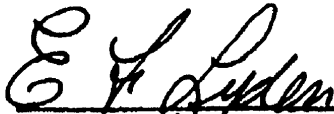
(d) No party to this Agreement shall serve or progress, prior to November 1, 1994 (not to become effective before January 1, 1995), any notice or proposal which might properly have been served when the last moratorium ended on July 1, 1988.

(e) This Article will not bar the parties to this Agreement from agreeing upon any subject of mutual interest.


(f) This Agreement shall be effective February 11, 1992.

Signed this 18th day of February, 1992.

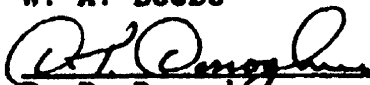
For: THE UNITED
TRANSPORTATION UNION (C) and (T):


E. F. Lyden
Vice President


For: THE CONSOLIDATED RAIL
CORPORATION:


R. E. Swert
Vice President-Labor Relations


W. A. Beebe


D. P. Donoghue


S. F. Dowling


C. P. Jones


M. G. Maloof


A. J. Nagelhout


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J. J. Weyhe


C. D. Winebrenner

General Chairmen
United Transportation Union (C) and (T)

Illustrative Road/Yard Questions and Answers

- Q1: A road crew at its final terminal delivers cars in interchange and picks up from the same foreign carrier before yarding his train. How many moves are involved?
- A: Two, the delivery is one move and the pick up the second.
- Q2: A road crew at its initial terminal is required to get its train from three tracks in the same location, where one track would have held the entire pick up. How many moves are involved?
- A: One.
- Q3: A road crew arrives at its final terminal with four blocks of cars all for foreign carriers. How many deliveries may the road crew make?
- A: Three in addition to yarding their train at final terminal.
- Q4: What is meant by "multiple tracks"?
- A: "Multiple tracks" are more tracks than the minimum number required to hold the cars in question.
- Q5: A road crew at its final terminal picks up twenty cars at Yard A, delivers 40 different cars to a foreign carrier then yards its train including the twenty cars picked up at Yard A on multiple tracks in Yard B. How many moves have been made?
- A: Three.
- Q6: Can a road crew set out in its final terminal and thereafter effect an interchange?
- A: Yes.
- Q7: Can a road crew (other than an over-the-road solid run through train) when making an interchange delivery or setting out at other than its final yard use multiple tracks to effectuate the move?
- A: No. The application of the multiple track move is limited to where the road crew receives its train at the initial terminal and yards its train at the final terminal.
- Q8: Railroad A has Railroad B do its switching at City X. What may Railroad A's road crews do at City X?
- A: Railroad A's crews may do the same things as any other road crews.

Q9: A road crew at its initial terminal is required to get its train from three tracks because three tracks were required to hold the entire train. Is this considered a move?

A: No. This is a proper double over and does not count as one of the three additional moves permitted.

Q10: The carrier chooses to have a road crew get or leave its train on multiple tracks where a minimum number of tracks were available to hold the train and could have been used. Does this constitute a move so as to permit the road crew two additional moves at the initial or final terminal yard?

A: Yes. The use of multiple tracks is one of the allowable moves.

**AGREED UPON QUESTIONS AND ANSWERS REGARDING
ARTICLE IV OF THE AGREEMENT EFFECTIVE FEBRUARY 11, 1992**

Section 1(b)

- Q. What is meant by "[e]xcept as otherwise provided in this Article IV"?**
- A. This refers to the fact that on and after January 1, 1995, the Carrier may designate train crews in yard, local or traveling road switcher service to operate with a Conductor-only as Trainmen accept a separation allowance or otherwise attrite, but the Carrier may not designate any such crews to operate Conductor-only so long as there are Trainmen available who have been furloughed for less than five years (see Section 2(e)).**

Section 1(c)

- Q. What rate will be paid to a Utility Brakeman?**
- A. The yard rate will be paid if the Utility Brakeman is working at a location where yard crews are employed and the road rate will be paid if the Utility Brakeman is working at any other location. In either event the Utility Brakeman, if called extra, will be called from the designated extra list.**

Section 2(a)

- Q. Can a currently inactive Trainman with a seniority date prior to March 7, 1989 qualify for a separation allowance?**
- A. No, unless the Trainman was in active Conrail train service on December 4, 1991, or was inactive due to sickness on that date. A Trainman who was inactive due to sickness can qualify for a separation allowance by doing all of the following:**
- (1) passing any necessary physical and Book of Rules examinations;**
 - (2) possessing sufficient seniority to occupy a train service position; and**
 - (3) making application for the separation allowance.**

Section 2(b)

- Q. What is intended by the phrase "until they qualify for a full pension pursuant to the Railroad Retirement Act"?**
- A. Under the current provisions of the Act, an employee qualifies for a full (i.e. unreduced) pension at age 62 with 30 years of service. Employees who qualify for a full pension also qualify for Health and Welfare benefits pursuant to Travelers Policy GA-46000.**

Section 3

- Q. Can Trainmen be called from the Reserve Board when the extra list is exhausted?
- A. Yes, however, the Trainman will not be required to accept any call prior to a formal recall to duty pursuant to Article IV, Section 3(g). If the Trainman accepts the call, earnings for the assignment will be paid in addition to the bi-weekly Reserve Board payment. The Carrier will not be liable for any mishandling claim submitted by a Reserve Board Trainman based upon another Reserve Board Trainman having been called, or based upon any failure to call a Reserve Board Trainman.

Section 3(a)

- Q. How will the number of extra through freight Brakeman positions be determined?
- A. Carrier records will be consulted to determine, for each extra list, the number of through freight Brakeman starts and the total number of starts during the 30-day period preceding December 4, 1991. The percentage of through freight Brakeman starts will be applied to the number of Trainmen on the extra list on December 4, 1991 with seniority dates prior to March 7, 1989 to determine the number of extra through freight Brakeman positions for that extra list.

Section 3(d)(1)

- Q. Will a Trainman have to submit timeslips to receive the bi-weekly Reserve Board payment?
- A. No.
- Q. Will the bi-weekly Reserve Board payment be subject to customary deductions such as taxes, garnishments and union dues?
- A. Yes.

- Q. How will "a prorated portion of the payment based upon the number of days assigned to the Reserve Board" be computed?
- A. When a Trainman is removed from the Reserve Board after 12:00 noon or is placed on the Reserve Board before 12:00 noon, he or she will be considered assigned to the Reserve Board for that day. When a Trainman is removed from the Reserve Board before 12:00 noon or is placed on the Reserve Board after 12:00 noon, he or she will not be considered assigned to the Reserve Board for that day. The number of days during which the Trainman was assigned to the Reserve Board during the 14-day period will be divided by 14 and multiplied by the bi-weekly payment to produce the prorated portion.

Section 3(f)

- Q. How will Trainmen apply for a position on the Reserve Board?
- A. When the Reserve Boards are established initially, the Carrier will advertise and award Reserve Board positions pursuant to Rule 46(a) of the Collective Bargaining Agreement. If Reserve Board positions remain unfilled after the awarding of positions, furloughed Trainmen who satisfy the criteria of Section 3(f) will be assigned to the unfilled positions in seniority order. Thereafter, Reserve Board positions will be available to eligible Trainmen pursuant to the optional displacement provisions of Rule 48(a) of the Collective Bargaining Agreement. When Trainmen are recalled to duty pursuant to Article IV, Section 3(g), and when they leave the Reserve Board for any other reason (except to accept a separation allowance), an equivalent number of Reserve Board positions again will be advertised and awarded pursuant to Rule 46(a) of the Collective Bargaining Agreement. If Reserve Board positions remain unfilled after the awarding of positions, furloughed Trainmen who satisfy the criteria of Section 3(f) will be assigned to the unfilled positions in seniority order.
- Q. How can Trainmen leave the Reserve Board to return to active service?
- A. Trainmen on a Reserve Board may bid for any advertised position at any time and may exercise an optional displacement to a position in active service pursuant to Rule 48(a) of the Collective Bargaining Agreement. Additionally, when the number of Reserve Board positions is decreased pursuant to Article IV, Section 3(b) as a result of Trainmen receiving separation allowances, an equivalent number of junior Trainmen will be removed from the Reserve Board and afforded a displacement pursuant to Rule 48(g) of the Collective Bargaining Agreement.

- Q. How will Reserve Board positions be awarded?
- A. They will be awarded in seniority order based upon the Trainmen's standing on the applicable Conrail Seniority District roster.
- Q. If a substantial number of the Trainmen who choose to bid for Reserve Board positions formerly worked at locations other than those most directly affected by the elimination of through freight Brakeman positions, how will the resulting geographic imbalance be addressed?
- A. Letter No. 18 to the Agreement provides that there will be a meeting to assess the operation of Reserve Boards six months following their institution. At that meeting the Carrier will entertain a reasonable proposal to correct such a geographic imbalance provided it does not involve any increase in the number of Reserve Board positions and further provided the involved General Chairmen endorse the proposal.

Section 3(g)

- Q. If a Trainman reports for duty before the end of the 7-day period, will he or she nevertheless receive bi-weekly Reserve Board pay pursuant to Article IV, Section 3(d)(1) in addition to regular earnings for the entire 7-day period?
- A. Yes.
- Q. What happens to a Trainman who fails to report for duty within ten days of notification of recall and who therefore is removed from the Reserve Board?
- A. Such a Trainman is subject to the provisions of Rule 51(f) of the Collective Bargaining Agreement and his or her name will be deleted from the seniority roster if he or she does not return to service within 30 days from the date of the letter advising him or her of recall to service.
- Q. In what order will Trainmen be recalled to positions which are required to be filled pursuant to this Agreement?
- A. Trainmen will be recalled to such positions in the following order:
1. Trainmen who have been furloughed less than five years and for whom the location is a home terminal work location as defined in the first sentence of Paragraph B. of the MOU (hereinafter "home terminal work location") in seniority order; then

2. Trainmen on the Reserve Board for whom the location is a home terminal work location in inverse order of seniority; then
3. Trainmen who have been furloughed less than five years and for whom the location is not a home terminal work location, force assigned in accordance with the procedure set forth in Paragraph F.(2) of the MOU; then
4. Trainmen on the Reserve Board for whom the location is not a home terminal work location, force assigned in accordance with the procedure set forth in Paragraph F.(2) of the MOU; then
5. Trainmen who have been furloughed five or more years and for whom the location is a home terminal work location in seniority order; then
6. Trainmen who have been furloughed five or more years and for whom the location is not a home terminal work location, force assigned in accordance with the procedure set forth in Paragraph F.(2) of the MOU.

Nothing in the Agreement infringes upon the Carrier's right to hire Trainmen.

- Q. What rights to recall are enjoyed by Trainmen with seniority dates on or after March 7, 1989?
- A. Such Trainmen are not entitled to a position on a Reserve Board (see Section 3(f)(1)); however, they otherwise enjoy the same rights to recall as Trainmen with seniority dates prior to March 7, 1989.

Section 4(b)

- Q. Will the Reduced Train Crew Allowance be paid to Trainmen hired prior to the date of the Agreement when they perform service on an independent assignment for which a RTCA was paid pursuant to a prior Crew Consist Agreement?
- A. Yes.

STANDARD BASIC DAILY AND MILEAGE RATES OF PAY**THROUGH FREIGHT SERVICE**

Daily Rates (\$)

Mileage Rates (¢)
For Miles in Excess
of the Basic Day**THROUGH FREIGHT CONDUCTORS**

Basic Rates	110.01	88.59
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Rates Including Car Scale
Additives Provided By The
Agreement of May 26, 1955:

Less Than 81 Cars	110.36	88.94
81 To 105 Cars	111.81	89.59
106 To 125 Cars	111.41	89.99
126 To 145 Cars	111.66	90.24
146 To 165 Cars	111.76	90.34
166 Cars and Over	*	**

THROUGH FREIGHT BRAKEMEN AND FLAGMEN

Basic Rates	102.74	83.31
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Rates Including Car Scale
Additives Provided By The
Agreement of May 26, 1955:

Less Than 81 Cars	103.09	83.66
81 To 105 Cars	103.74	84.31
106 To 125 Cars	104.14	84.71
126 To 145 Cars	104.39	84.96
146 To 165 Cars	104.49	85.06
166 Cars and Over	*	**

* Add 20 Cents For Each Additional Block of 20 Cars or
Portion Thereof

** Add 0.20 Cents For Each Additional Block of 20 Cars or
Portion Thereof

STANDARD BASIC DAILY AND MILEAGE RATES OF PAY
LOCAL FREIGHT SERVICE AND YARD SERVICE

	Daily Rates (\$)	Mileage Rates (¢) For Miles in Excess of the Basic Day
<u>LOCAL FREIGHT CONDUCTORS</u>		
Basic Rates	110.57	89.15
Rates Including Car Scale Additives Provided By The Agreement of May 26, 1955:		
Less Than 81 Cars	110.92	89.50
81 To 105 Cars	111.57	90.15
106 To 125 Cars	111.97	90.55
126 To 145 Cars	112.22	90.80
146 To 165 Cars	112.32	90.90
166 Cars and Over	*	**

LOCAL FREIGHT BRAKEMEN AND FLAGMEN

Basic Rates	103.17	83.74
Rates Including Car Scale Additives Provided By The Agreement of May 26, 1955:		
Less Than 81 Cars	103.52	84.09
81 To 105 Cars	104.17	84.74
106 To 125 Cars	104.57	85.14
126 To 145 Cars	104.82	85.39
146 To 165 Cars	104.92	85.49
166 Cars and Over	*	**

Minimum Daily Earnings:		
Conductors	111.27	
Brakemen-Flagmen	103.87	

Established by Article II(B) of ORC&B Agreement of December 21, 1955, and by Article II(B) of BRT Agreement of October 4, 1955, Supplemented December 21, 1955.

- * Add 20 Cents For Each Additional Block of 20 Cars or Portion Thereof
- ** Add 0.20 Cents For Each Additional Block of 20 Cars or Portion Thereof

FIVE DAY YARD SERVICE

<u>OCCUPATION</u>	<u>DAILY RATE (\$)</u>
Yard Conductors (Foremen)	124.23
Yard Brakemen (Helpers)	118.85
Switchtenders	113.26

STANDARD DAILY RATES OF PAY

**FREIGHT CONDUCTORS AND BRAKEMEN WITHOUT A MILEAGE
COMPONENT IN THEIR ASSIGNMENTS**

Standard Daily Rates
In Through Freight Service
Service Without a Mileage
Component /A/ (\$)

Standard Daily Rates
In Short Local
Freight Service
/B/ (\$)

FREIGHT CONDUCTORS

Basic Rates	111.90	113.48
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Rates Including Car Scale
Additives Provided By The
Agreement of May 26, 1955:

Less Than 81 Cars	112.25	113.83
81 To 105 Cars	112.90	114.48
106 To 125 Cars	113.30	114.88
126 To 145 Cars	113.55	115.13
146 To 165 Cars	113.65	115.23
166 Cars and Over	*	*

FREIGHT BRAKEMEN AND FLAGMEN

Basic Rates	104.62	106.06
-------------	--------	--------

Rates Including Car Scale
Additives Provided By The
Agreement of May 26, 1955:

Less Than 81 Cars	104.97	106.41
81 To 105 Cars	105.62	107.06
106 To 125 Cars	106.02	107.46
126 To 145 Cars	106.27	107.71
146 To 165 Cars	106.37	107.81
166 Cars and Over	*	*

* Add 20 Cents-For Each Additional Block of 20 Cars or
Portion Thereof

/A/ Applicable to Freight Conductors and Trainmen paid
Through Freight rates who are without a mileage
component in their assignments and are therefore paid
on a daily basis. Rates produced by application of the
Special Adjustment of \$1.00 per day under Article I,
Section 7 of the January 27, 1972 Agreement and the
applicable cost-of-living allowance to standard basic
through freight rates of pay.

/B/ Applicable where Local Freight rates are paid to Conductors and Trainmen in Local Freight Service, or on Road Switchers, Roustabout Runs, Mine Runs, or in other miscellaneous service, on runs of 100 miles or less which are therefore paid on a daily basis without a mileage component. Rates produced by application of the standard local freight differential of 56 cents per basic day for conductors and 43 cents per basic day for Brakemen and Flagmen, the special increase of \$.40 per day under Article II, Section 1(C) of the March 19, 1969 Agreement, Article II(C) of the July 17, 1968 Agreement, and the special adjustment of \$1.00 per day under Article I, Section 7 of the January 27, 1972 Agreement, and the applicable cost-of-living allowance to standard basic through freight rates of pay.

Letter No. 1

February 18, 1992

Messrs. W. A. Beebe	A. J. Nagelhout
D. P. Donoghue	F. R. Pickell
S. F. Dowding	W. J. Reddy
C. P. Jones	J. J. Weyhe
M. G. Maloof	C. D. Winebrenner
General Chairmen UTU (C) and (T)	

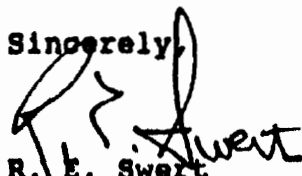
Gentlemen:

This refers to the \$2,000 lump sum payment provided for in Article I, Section 1 of this Agreement.

In the case of an employee who was recalled from reserve status and performed active military service during 1990 as a result of the Persian Gulf crisis, such employee will be credited with 5 days of compensated service for each week of such military service for purposes of calculating eligibility for the lump sum amount provided he would otherwise have been in active service for the carrier.

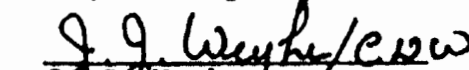
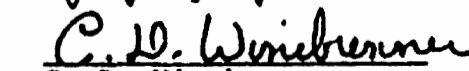
Please indicate your agreement by signing your names in the spaces provided below.

Sincerely,




R. E. Swert
Vice President-Labor Relations

I Agree:


W. A. Beebe
D. P. Donoghue
S. F. Dowding
C. P. Jones
M. G. Maloof
A. J. Nagelhout
F. R. Pickell
W. J. Reddy
J. J. Weyhe
C. D. Winebrenner

General Chairmen
United Transportation Union (C) and (T)

I Concur:


E. F. Lyden
Vice President

February 18, 1992

Messrs. W. A. Beebe	A. J. Nagelhout
D. P. Donoghue	F. R. Pickell
S. F. Dowding	W. J. Reddy
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General Chairmen UTU (C) and (T)	

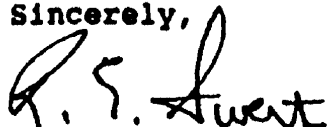
Gentlemen:

This refers to the Lump Sum Payment provided for in Article I, Section 1 of this Agreement.

This confirms our understanding that days during the year 1990 for which employees in a furloughed status received compensation pursuant to guarantees in protective agreements or arrangements shall be included in determining qualifications for the Lump Sum Payment.

Please indicate your agreement by signing your names in the spaces provided below.

Sincerely,



R. E. Swert
Vice President-Labor Relations

I Agree:



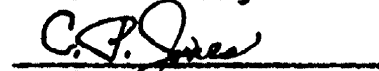
W. A. Beebe



D. P. Donoghue



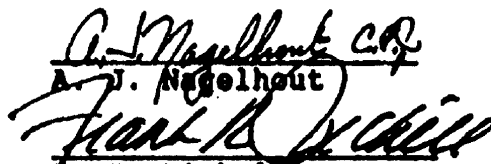
S. F. Dowding



C. P. Jones

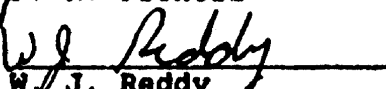


M. G. Maloof

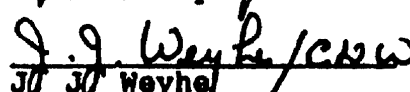


A. J. Nagelhout

F. R. Pickell



W. J. Reddy



J. J. Weyhe



C. D. Winebrenner

General Chairmen

United Transportation Union (C) and (T)

I Concur:



E. F. Lyden
Vice President

February 18, 1992

Messrs. W. A. Beebe	A. J. Nagelhout
D. P. Donoghue	F. R. Pickell
S. F. Dowding	W. J. Reddy
C. P. Jones	J. J. Weyhe
M. G. Maloof	C. D. Winebrenner
General Chairmen UTU (C) and (T)	

Gentlemen:

This refers to the lump sum payments provided in Articles I and II of the Agreement of this date.

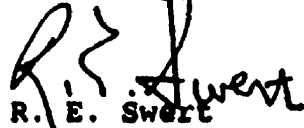
All of the lump sum payments provided for in Article II are based in part on the number of straight time hours paid for that are credited to an employee for a particular period. However, the number of straight time hours so credited does not include any such hours reported to the ICC as constructive allowances except vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements.

The inclusion of the term "guarantees in protective agreements or arrangements" in Article II means that an employee receiving such a guarantee will have included in the straight time hours used in calculating his lump sum payments under this Article all such hours paid for under any protective agreement or allowance provided, however, that in order to receive credit for such hours an employee must not be voluntarily absent from work, meaning that hours are not counted if an employee does not accept calls to report for work.

It is understood that any lump sum payment provided in Articles I and II will not be used to offset, construct or increase guarantees in protective agreements or arrangements.

Please indicate your agreement by signing your names in the spaces provided below.

Sincerely,



R. E. Swert
Vice President-Labor Relations

I Agree:


W. A. Beebe


D. P. Donoghue


S. F. Dowling

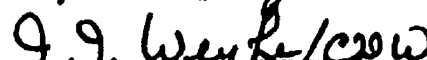

C. P. Jones

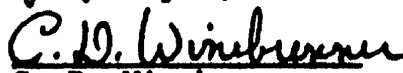

M. G. Maloof


A. J. Nagelhout


F. R. Pickell

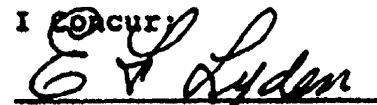

W. B. Reddy


J. J. Weyhe


C. D. Winebrenner

General Chairmen
United Transportation Union (C) and (T)

I Concur:



E. F. Lyden
Vice President

February 18, 1992

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M. G. Maloof	C. D. Winebrenner
General Chairmen UTU (C) and (T)	

Gentlemen:

This refers to the lump sum payments provided for in Article II of this Agreement.

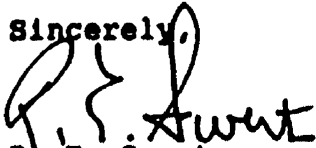
Sections 1 to 4, inclusive, of Part A of Article II - Cost-of-Living Payments are structured so as to provide lump sum payments that are essentially based on the number of straight time hours credited to an employee during a specified 12-month base period. Section 8 provides that all of these lump sum payments are payable to an employee who has an employment relationship as of the dates such payments are made or has retired or died subsequent to the beginning of the applicable base period used to determine the amount of such payment. Thus, for example, under Section 1 of Part A of Article II, except for an employee who has retired or died, the agreement requires that an employee have an employment relationship as of July 1, 1992 in order to receive a lump sum payment which will be based essentially on the number of straight time hours credited to such employee during a period running from April 1, 1991 through March 31, 1992.

The intervals between the close of the measurement periods and the actual payments established in the 1985-86 National Agreements were in large part a convenience to the carriers in order that there be adequate time to make the necessary calculations.

In recognition of this, we again confirm the understanding that an individual having an employment relationship with a carrier on the last day of a particular measurement period will not be disqualified from receiving the lump sum (or portion thereof) provided for in the event his employment relationship is terminated following the last day of the measurement period but prior to the payment due date.




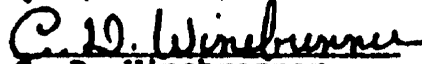
Please indicate your agreement by signing your names in the spaces provided below.

Sincerely,



R. E. Swert
Vice President-Labor Relations

I Agree:


W. A. Beebe
D. P. Donoghue
S. F. Dowding
C. P. Jones
M. G. Maloof
A. J. Nagelhout

F. R. Pickell
W. J. Reddy
J. J. Weyhe
C. D. Winebrenner

General Chairmen
United Transportation Union (C) and (T)

I Concur:


E. F. Lyden

E. F. Lyden
Vice President

Letter No. 5

February 18, 1992

Messrs. W. A. Beebe	A. J. Nagelhout
D. P. Donoghue	F. R. Pickell
S. F. Dowding	W. J. Reddy
C. P. Jones	J. J. Weyhe
M. G. Maloof	C. D. Winebrenner
General Chairmen UTU (C) and (T)	

Gentlemen:

This confirms our discussion with respect to the calculations of straight time hours in connection with the lump sum payments provided for in Article II of this Agreement.

It is understood that the straight time equivalent number of hours paid for at the overtime rate of pay for employees engaged in yard service or on runs the miles of which are not in excess of the number of miles encompassed in the basic day shall be included in such calculations.

Please indicate your agreement by signing your names in the spaces provided below.

Sincerely,


R. E. Swert
Vice President-Labor Relations

I Agree:



W. A. Beebe


D. P. Donoghue


S. F. Dowding

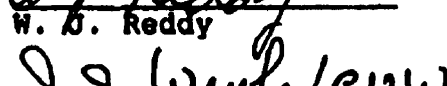

C. P. Jones

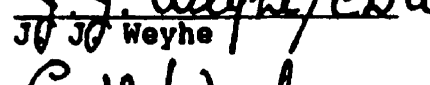

M. G. Maloof


A. J. Nagelhout


F. R. Pickell


W. J. Reddy



J. J. Weyhe


C. D. Winebrenner

General Chairmen

United Transportation Union (C) and (T)

I Concur:


E. F. Lyden
Vice President

December , 1991

Messrs. W. A. Beebe	A. J. Nagelhout
D. P. Donoghue	F. R. Pickell
S. F. Dowding	W. J. Reddy
C. P. Jones	J. J. Weyhe
M. G. Maloof	C. D. Winebrenner
General Chairmen UTU (C) and (T)	

Gentlemen:

This refers to our discussion of the application of Article V of this Agreement to employees who declined promotion pursuant to Rule 53 of the Collective Bargaining Agreement.

You were given assurance that when such employees are called up for promotion the Carrier will cooperate in furnishing such assistance as may be appropriate in preparing them to take the promotion examination. This could include up to three follow-up examinations, verbal coaching or examinations, additional study materials or other preparatory assistance appropriate to the circumstances of the individual cases.

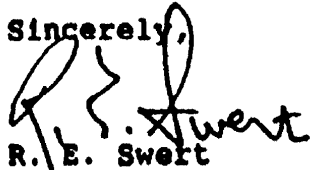
If it still develops that, despite his or her best efforts, such an employee cannot qualify as a Conductor, he or she may be permitted to continue to work in train service provided that his or her retention does not result in the Carrier being required under existing rules to utilize a surplus (unnecessary) employee on a position which otherwise is blankable pursuant to the Crew Consist Agreements, as amended by Article IV of this Agreement. Such an employee may hold an available position on a Reserve Board established pursuant to Article IV of this Agreement, provided he or she is otherwise qualified.

When a Trainman is examined for promotion pursuant to Article V of this Agreement and successfully passes such examination, he or she will be awarded a Conductor's seniority date in accordance with the Promotion to Conductor Agreement effective January 1, 1977. That Agreement provided that within 90 days from January 1, 1977, Trainmen were to be notified they were eligible for promotion to Conductor. That notification occurred on February 1, 1977. The Agreement further provided that within 90 days from the date of notification, Trainmen were required to notify the Manager-Labor Relations of their desire to take the promotion examination. Therefore, Trainmen who pass the promotion examination pursuant to Article V of this Agreement will establish a Conductor seniority date of May 2, 1977 (i.e. 90 days from February 1, 1977).

Letter No. 6
February 18, 1992
Page 2 of 2

Any train service employee continued in service under these conditions who is subject to the provisions of any protective agreement or arrangement will be treated as occupying the conductor position with the highest earnings which his or her Conductor seniority, if it had been established, would have permitted him or her to hold. Please indicate your agreement by signing your names in the spaces provided below.

Sincerely,

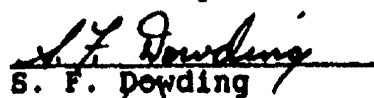


R. E. Swert
Vice President-Labor Relations

I Agree:

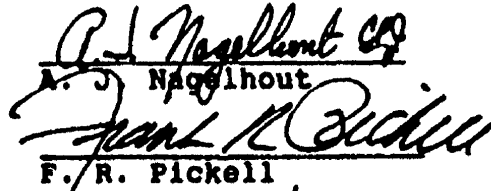

W. A. Beebe


D. P. Donoghue


S. F. Dowding

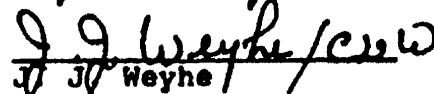

C. P. Jones

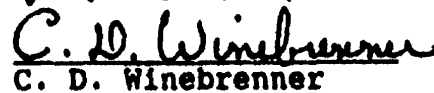

M. G. Maloof


A. J. Nagelhout

F. R. Pickell

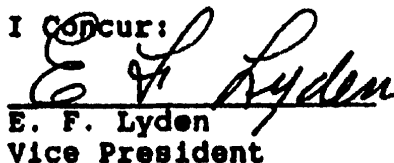

W. J. Reddy


J. J. Weyhe


C. D. Winebrenner

General Chairmen
United Transportation Union (C) and (T)

I Concur:


E. F. Lyden
Vice President

February 18, 1992

Messrs. W. A. Beebe	A. J. Nagelhout
D. P. Donoghue	F. R. Pickell
S. F. Dowding	W. J. Reddy
C. P. Jones	J. J. Weyhe
M. G. Maloof	C. D. Winebrenner
General Chairmen UTU (C) and (T)	

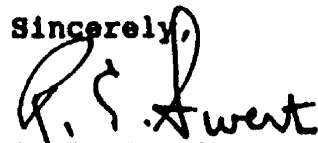
Gentlemen:

This confirms our discussions with respect to Article VII - Road/Yard Work of this Agreement.

It is understood that, except as modified in Section 1(b) of Article VII, such Article does not change, alter or amend existing interpretations regarding over-the-road solid run-through train operations.



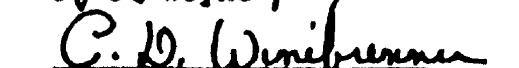
Please indicate your agreement by signing your names in the spaces provided below.

Sincerely,



R. E. Swert
Vice President-Labor Relations

I Agree:


W. A. Beebe
D. P. Donoghue
S. F. Dowding
C. P. Jones
M. G. Maloof
A. J. Nagelhout
F. R. Pickell
W. J. Reddy
J. J. Weyhe
C. D. Winebrenner

General Chairmen
United Transportation Union (C) and (T)

I Concur:



E. F. Lyden
Vice President

February 18, 1992

Messrs. W. A. Beebe	A. J. Nagelhout
D. P. Donoghue	F. R. Pickell
S. F. Dowding	W. J. Reddy
C. P. Jones	J. J. Weyhe
M. G. Maloof	C. D. Winebrenner
General Chairmen UTU (C) and (T)	

Gentlemen:

This confirms our discussion concerning Article VIII - Special Relief of this Agreement, particularly, the 14 day advance notice provision required before implementing any such special relief service.

We agreed that in most situations there will be ample opportunity, between the time that a special service need arises and when it must be implemented in order to retain or obtain a customer, to meet the 14 day notice requirement. In fact, in situations where practicable the Carrier should provide more advance notice in order to enhance the opportunity for agreement with the appropriate General Chairman or General Chairmen.

However, we also recognized that situations may arise where it is impossible to provide 14 days' advance notice without losing or substantially risking the loss of a customer or new business. It was understood that in such a case it is not the intent of Article VIII to bar a carrier from pursuing business opportunities. Accordingly, the carrier will furnish as much advance notice as possible in such a situation, observe the remaining provisions of Article VIII, and bear the additional burden of proving that a notice period of less than 14 days was necessary.

If, in the opinion of the organization, this relaxed notice exception has been abused, the parties agree to confer and consider methods to eliminate such abuse, including the possibility of elimination of this exception.

Letter No. 8
February 18, 1992
Page 2 of 2

Please indicate your agreement by signing your names in the spaces provided below.

Sincerely,



R. E. Swert
Vice President-Labor Relations

I Agree:



W. A. Beebe


D. P. Donoghue


S. F. Dowding

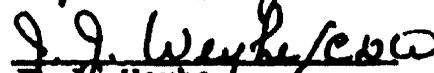

C. P. Jones


M. G. Maloof


A. J. Nagelhout


F. R. Pickell


W. J. Reddy


J. J. Weyhe


C. D. Winebrenner

General Chairmen

United Transportation Union (C) and (T)

I Concur:


E. F. Lyden

E. F. Lyden
Vice President

February 18, 1992

Messrs. W. A. Beebe
D. P. Donoghue
S. F. Dowding
C. P. Jones
M. G. Maloof

A. J. Nagelhout
F. R. Pickell
W. J. Reddy
J. J. Weyhe
C. D. Winebrenner

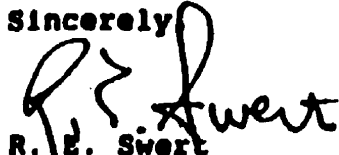
General Chairmen UTU (C) and (T)

Gentlemen:

This refers to the discussion of Health and Welfare issues during our negotiations. Inasmuch as both the United Transportation Union and Conrail have given their powers of attorney for national handling on Health and Welfare, this will confirm that the parties are covered by the provisions of the Railroad Employees National Health and Welfare Plan and the Railroad Employees Early Retirement Major Medical Benefit Plan, as modified pursuant to the recommendations of Presidential Emergency Board 219.

Please indicate your agreement by signing your names in the spaces provided below.

Sincerely



R. E. Swert
Vice President-Labor Relations

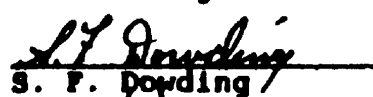
I Agree:



W. A. Beebe



D. P. Donoghue



S. F. Dowding



C. P. Jones



M. G. Maloof



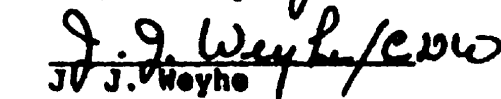
A. J. Nagelhout



F. R. Pickell



W. J. Reddy



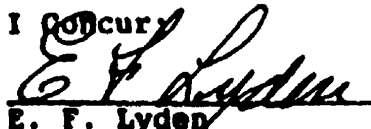
J. J. Weyhe



C. D. Winebrenner

General Chairmen
United Transportation Union (C) and (T)

I Concur



E. F. Lyden
Vice President

February 18, 1992

Messrs.	W. A. Beebe	A. J. Nagelhout
	D. P. Donoghue	F. R. Pickell
	S. F. Dowding	W. J. Reddy
	C. P. Jones	J. J. Weyhe
	M. G. Maloof	C. D. Winebrenner
	General Chairmen	
	United Transportation Union (C) and (T)	

Gentlemen:

This refers to our discussion of your request that Local Chairmen be afforded greater access to information in Conrail's Computer Assisted Crew Dispatching ("CACD") database.

As a result of the Corporation's consolidation of Crew Dispatching offices into centralized locations, some Local Chairmen do not enjoy ease of access to information to the same extent they did before local Crew Dispatcher offices were closed. It is recognized that Local Chairmen should be provided reasonable access to records concerning the calling of crews from extra lists and pools. However, it also is recognized that unregulated access to the CACD database could compromise the security of certain records. Therefore, the parties agree that the Local Chairmen's access to CACD must be selective and subject to strict control.

To meet the needs of both parties, we agreed that access to information substantially equivalent to that currently provided on the two screens identified as Pool and Extra List History and Snapshot of an Extra List or Pool would be afforded to one representative of each UTU (C and T) Local Committee. The General Chairmen will be responsible for advising the Senior Director-Labor Relations the name, employee number and title of the persons who are to be permitted access to CACD. Any changes thereto must be reported promptly by the General Chairman to the Senior Director-Labor Relations.

It is understood that if the access to CACD, as set forth herein, is abused in any manner, the access privileges of the involved individual(s) will be forfeited.

It is further understood that the contemplated changes in current procedures involve extensive computer programming which will require a reasonable period to design and implement.

The parties also agree to meet to discuss any problems, as may be necessary.

Please indicate your agreement by signing your names in the spaces provided below.

Sincerely,


R. E. Swert
Vice President-Labor Relations

I Agree:



W. A. Beebe



A. J. Nagelhout

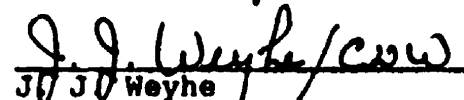

D. P. Donoghue


F. R. Pickell


S. F. Dowding


W. J. Reddy


C. P. Jones

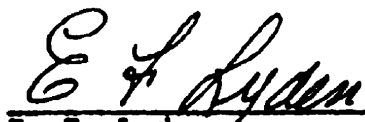

J. J. Weyhe


M. G. Maloof


C. D. Winebrenner

General Chairmen
United Transportation Union (C) and (T)

I Concur:


E. F. Lyden
Vice President

February 18, 1992

Messrs. W. A. Beebe A. J. Nagelhout
 D. P. Donoghue F. R. Pickell
 S. F. Dowding W. J. Reddy
 C. P. Jones J. J. Weyhe
 M. G. Maloof C. D. Winebrenner
General Chairmen
United Transportation Union (C) and (T)

Gentlemen:

This refers to our discussion concerning the semi-monthly payment of compensation to protected Trainmen assigned to guaranteed extra lists pursuant to Crew Consist Agreements.

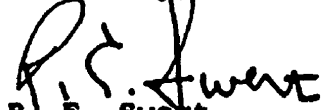
In accordance with current procedures, protected Trainmen may not receive payment until 45 days after the end of the semi-monthly period. In an effort to reduce the lag period between the semi-monthly period and the receipt of guaranteed compensation, the Carrier will exert its best efforts to implement a procedure which will permit the payment of guaranteed compensation in the pay period following the pay period in which the semi-monthly period ends. Any adjustments to the amount of guaranteed compensation paid for a given semi-monthly period will be made in subsequent pay period(s) as necessary. It is understood that the contemplated changes in current procedures involve extensive computer programming which will require a reasonable period to design and implement.

We also agreed that effective on the date Reserve Boards are established pursuant to Article IV of this Agreement, Trainmen who established seniority in train service before March 7, 1989 will be considered protected employees for purposes of determining eligibility for payment of semi-monthly compensation while assigned to a guaranteed extra list.

Letter No. 11
February 18, 1992
Page 2 of 2

Please indicate your agreement by signing your names in the spaces provided below.

Sincerely,


R. E. Swert
Vice President-Labor Relations

I Agree:


W. A. Beebe


A. J. Nagelhout

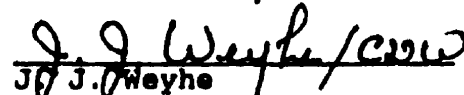

D. P. Donoghue



F. R. Pickell


S. F. Dowding


W. J. Reddy


C. P. Jones


J. J. Weyhe


M. G. Maloof
General Chairmen
United Transportation Union (C) and (T)


C. D. Winebrenner

I Concur


E. F. Lyden
Vice President

February 18, 1992

Messrs. W. A. Beebe A. J. Nagelhout
 D. P. Donoghue F. R. Pickell
 S. F. Dowding W. J. Reddy
 C. P. Jones J. J. Weyhe
 M. G. Maloof C. D. Winebrenner
 General Chairmen
 United Transportation Union (C) and (T)

Gentlemen:

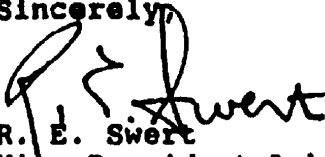
This refers to our discussion concerning the manning of light engine and helper service as set forth in the Agreement dated September 25, 1986, and subsequently continued by letters dated December 18, 1986 and July 2, 1987.

We advised you that in some instances the Carrier currently employs more Trainmen for these services than the needs of the service require. Accordingly, we agreed that on the effective date of this Agreement, the Agreement dated September 25, 1986 is abrogated and the manning of light engine and helper service shall be at the discretion of the Carrier.

Letter No. 12
February 18, 1992
Page 2 of 2

Please indicate your agreement by signing your names in the spaces provided below.

Sincerely,


R. E. Swert
Vice President-Labor Relations

I Agree:



W. A. Beebe


A. J. Nagelhout


D. P. Donoghue


F. R. Pickell


S. F. Dowding


W. J. Reddy


C. P. Jones


J. J. Weyhe


M. G. Maloof


C. D. Winebrenner

General Chairmen
United Transportation Union (C) and (T)

I Concur:


E. F. Lyden
Vice President

February 18, 1992

Messrs. W. A. Beebe	A. J. Nagelhout
D. P. Donoghue	F. R. Pickell
S. F. Dowding	W. J. Reddy
C. P. Jones	J. J. Weyhe
M. G. Maloof	C. D. Winebrenner
General Chairmen UTU (C) and (T)	

Gentlemen:

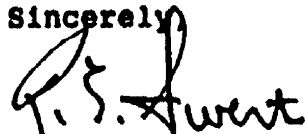
This concerns our discussion of exclusive representation during the negotiation of the Agreement of this date.

We agreed that the United Transportation Union, the certified collective bargaining representative for the craft of Trainmen, shall have the exclusive right to represent all Trainmen in company-level grievance, claim and disciplinary proceedings.

Letter No. 13
February 18, 1992
Page 2 of 2

Please indicate your agreement by signing your names in the spaces provided below.

Sincerely,

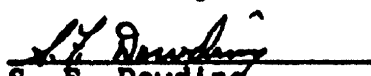



R. E. Swert
Vice President-Labor Relations

I Agree:



W. A. Beebe


D. P. Donoghue

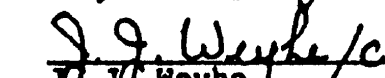

S. F. Dowding


C. P. Jones

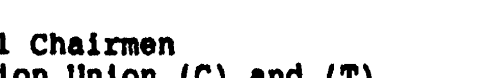

M. G. Maloof


A. J. Nagelhout


F. R. Pickell

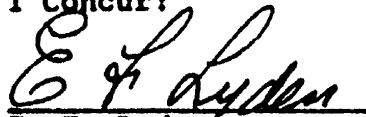

W. J. Reddy


J. J. Weyhe


C. D. Winebrenner

General Chairmen
United Transportation Union (C) and (T)

I Concur:



E. F. Lyden
Vice President

February 18, 1992

Messrs. W. A. Beebe	A. J. Nagelhout
D. P. Donoghue	F. R. Pickell
S. F. Dowding	W. J. Reddy
C. P. Jones	J. J. Weyhe
M. G. Maloof	C. D. Winebrenner
General Chairmen UTU (C) and (T)	

Gentlemen:

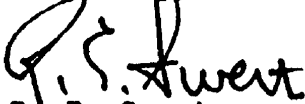
This refers to our discussion regarding the handling of rear-end protective devices in connection with cabooseless train operations.

We agreed that Trainmen may be required to handle such devices in connection with their own train, and that Utility Brakemen or Mechanical Department personnel may be required to handle any such devices.

Letter No. 15
February 18, 1992
Page 2 of 2

Please indicate your agreement by signing your names in the spaces provided below.

Sincerely,



R. E. Swert
Vice President-Labor Relations

I Agree:

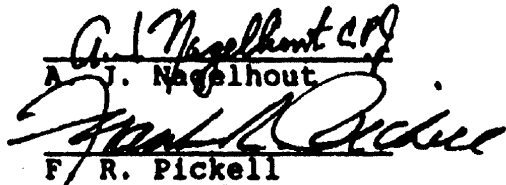

W. A. Beebe


D. P. Donoghue


S. F. Dowding


C. P. Jones

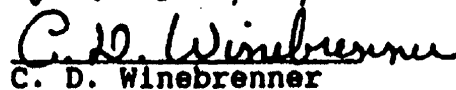

M. G. Maloof


A. J. Nagelhout


F. R. Pickell


W. B. Reddy


J. J. Weyhe


C. D. Winebrenner

General Chairmen
United Transportation Union (C) and (T)

I Concur:



E. F. Lyden
Vice President

February 18, 1992

Messrs. W. A. Beebe	A. J. Nagelhout
D. P. Donoghue	F. R. Pickell
S. F. Dowding	W. J. Reddy
C. P. Jones	J. J. Weyhe
M. G. Maloof	C. D. Winebrenner
General Chairmen UTU (C) and (T)	

Gentlemen:

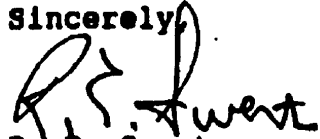
This refers to our discussion of Article IV - Crew Consist of the Agreement of this date.

You expressed concern that there could be abuses involving excessive switching of cars other than those of their own train by Conductor-only through freight crews at initial or final terminals where yard crews are not employed. I assured you that was not the Carrier's intention and we agreed that if, in the opinion of the General Chairman, any such abuses occur, the matter will be referred directly to the Vice President-Labor Relations for appropriate action.

Letter No. 16
February 18, 1992
Page 2 of 2

Please indicate your agreement by signing your names in the spaces provided below.

Sincerely,

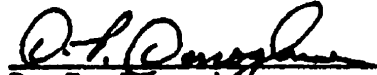


R. E. Swert
Vice President-Labor Relations


I Agree:



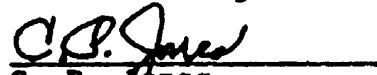
W. A. Beebe



D. P. Donoghue



S. F. Dowding



C. P. Jones



M. G. Maloof



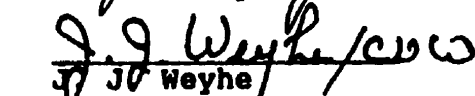
A. J. Nagelhout



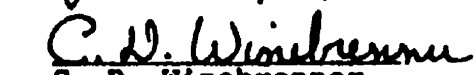
F. R. Pickell



W. J. Reddy



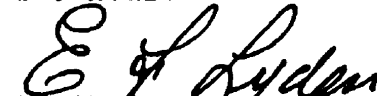
J. J. Weyhe



C. D. Winebrenner

General Chairmen
United Transportation Union (C) and (T)

I Concur:



E. F. Lyden
Vice President

February 18, 1992

Messrs. W. A. Beebe	A. J. Nagelhout
D. P. Donoghue	F. R. Pickell
S. F. Dowding	W. J. Reddy
C. P. Jones	J. J. Weyhe
M. G. Maloof	C. D. Winebrenner
General Chairmen UTU (C) and (T)	

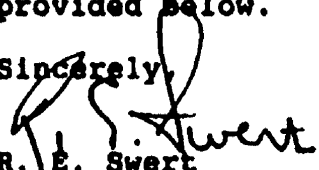
Gentlemen:

This confirms our understanding with respect to the Agreement of this date.

The parties exchanged various proposals and drafts antecedent to adoption of the various Articles that appear in this Agreement. It is our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this Agreement will be interpreted and applied as though such proposals and drafts had not been used or exchanged in the negotiation.

Please indicate your agreement by signing your names in the spaces provided below.

Sincerely,


R. E. Swert
Vice President-Labor Relations

I Agree:


W. A. Beebe


D. P. Donoghue


S. F. Dowding

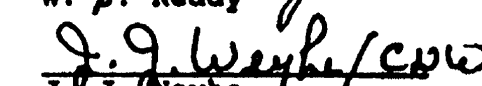

C. P. Jones


M. G. Maloof


A. J. Nagelhout


F. R. Pickell


W. J. Reddy

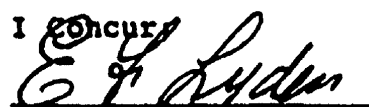

J. J. Weyhe


C. D. Winebrenner

General Chairmen

United Transportation Union (C) and (T)

I Concur


E. F. Lyden
Vice President

February 18, 1992

Messrs. W. A. Beebe	A. J. Nagelhout
D. P. Donoghue	F. R. Pickell
S. F. Dowding	W. J. Reddy
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M. G. Maloof	C. D. Winebrenner
General Chairmen UTU (C) and (T)	

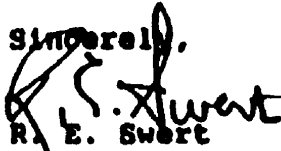
Gentlemen:

This concerns our discussion of Article IV, Section 3 of the Agreement of this date.

We agreed that six months following institution of Reserve Boards pursuant to that Section, we would meet to assess the operation of Reserve Boards during the six month period. We further agreed that changes will be made in the operation of such Boards if the parties deem changes appropriate.

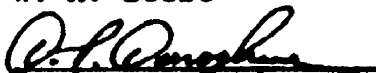
Please indicate your agreement by signing your names in the spaces provided below.

Sincerely,


R. E. Swert
Vice President-Labor Relations

I Agree:


W. A. Beebe


D. P. Donoghue



S. F. Dowding


C. P. Jones


M. G. Maloof


A. J. Nagelhout


F. R. Pickell

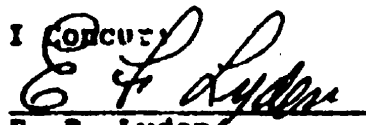

W. J. Reddy


J. J. Weyhe


C. D. Winebrenner

General Chairmen
United Transportation Union (C) and (T)

I Concur


E. F. Lyden
Vice President

February 18, 1992

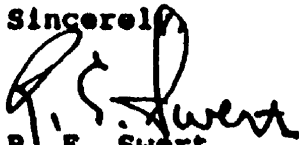
Messrs. W. A. Beebe	A. J. Nagelhout
D. P. Donoghue	F. R. Pickell
S. F. Dowding	W. J. Reddy
C. P. Jones	J. J. Weyhe
M. G. Maloof	C. D. Winebrenner
General Chairmen UTU (C) and (T)	

Gentlemen:

This refers to our discussion of Article IV - Crew Consist of the Agreement of this date.

This will confirm our understanding that elected General Grievance Committee officers of the UTU(C&T) who hold seniority on a Conrail train service roster, who would have qualified for a vacation but for their service to the General Committee, and who do not elect to receive a \$65,000 separation allowance will qualify for the allowance provided for in Article IV, Section 4(a) of the Agreement.

Sincerely,



R. E. Swert
Vice President-Labor Relations

January 2, 1992

Letter No. 20
Page 1 of 2

Mr. E. F. Lyden
Vice President
United Transportation Union
178 Dartmouth Street
Portland, ME 04103

Dear Mr. Lyden:

This concerns our discussion on this date regarding the tentative UTU Agreement which is subject to ratification.

As you know, as the lead negotiator for the UTU, it was never Conrail's intention that this Agreement would be implemented in such a manner as to cause protected Trainmen to be furloughed as a result. To this end, our tentative Agreement establishes a system which provides Reserve Board positions and separation allowances in lieu of Brakeman positions. In order to dispel any confusion in connection with this issue, I advised you today that the following agreed-upon Question and Answer will be made a part of the tentative Agreement:

- Q. Will a Trainman with a train service seniority date prior to March 7, 1989 who was in active service on December 4, 1991 be furloughed as a result of the implementation of the crew consist provisions of this Agreement?
- A. No. If necessary, additional temporary Reserve Board positions will be established.

The fourth agreed-upon Question and Answer in connection with Section 3(f) of the tentative Agreement provides that there will be a meeting between Conrail and the General Chairmen to discuss any geographic imbalance which may arise in connection with the operation of the Reserve Boards. While the Question and Answer states that the meeting will occur six months following the institution of the Reserve Boards, I believe it will be beneficial to convene that meeting as soon as possible following receipt of information concerning the number and locations of Trainmen who wish to

Mr. E. F. Lyden
January 2, 1992
Page 2

Letter No. 20
Page 2 of 2

apply for a separation allowance. At the meeting we can discuss whether or not any geographic imbalance should be addressed through modification of the provisions which establish a single Reserve Board for each Seniority District.

A question also has arisen concerning the five year period of furlough referred to in Article IV, Section 1(b) and the two year period of furlough referred to in Article IV, Section 3(f)(2) of the tentative Agreement. This will confirm our intention that both periods of furlough will be measured retroactively from December 4, 1991, the date referred to in Article IV, Section 3(a) of the tentative Agreement.

Sincerely,

/s/ R. E. Swert

R. E. Swert
Vice President-Labor Relations

cc: General Chairmen-UTU(C&T)

January 7, 1992

Mr. E. F. Lyden
Vice President
United Transportation Union
178 Dartmouth Street
Portland, Maine 04103

Dear Mr. Lyden:

This refers to our recent discussion of Article IV, Section 1(c) of the tentative Agreement which is subject to ratification.

That provision recognizes the Carrier's right to establish Utility Brakeman assignments. A concern was expressed regarding the manner in which that right will be exercised when Conductor-only operation is instituted in yard service.

We agreed that if, incident to the institution of such operation, a Trainman who has a train service seniority date prior to March 7, 1989 and who is the incumbent of a regular yard, local or traveling road switcher Brakeman position is force assigned to a Utility Brakeman assignment which was established subsequent to January 1, 1995, such Trainman will be eligible for the "upfront" productivity allowance and a Reduced Train Crew Allowance as though the Utility Brakeman assignment were a reduced crew. I also agreed that the Carrier will not artificially inflate the number of Utility Brakeman assignments immediately prior to January 1, 1995.

It was also understood that if a Conductor-only assignment in yard, local or traveling road switcher service is

Mr. E. F. Lyden
January 7, 1992
Page 2

assisted by a Utility Brakeman or Brakemen for more than four hours during a single trip or tour of duty, such Utility Brakeman or Brakemen will be eligible for the "upfront" productivity allowance and a Reduced Train Crew allowance as though the Utility assignment(s) were a reduced crew.

Finally, it was understood that Utility Brakemen will not be assigned to operate between terminals in through freight service.

Sincerely,

/s/ R. E. Swert

R. E. Swert
Vice President-Labor Relations

R. E. Swert
Vice President-Labor Relations

cc: General Chairmen, UTU (C&T)

Letter No. 22

January 14, 1992

Mr. E. F. Lyden
Vice President
United Transportation Union
178 Dartmouth Street
Portland, Maine 04103

Dear Mr. Lyden:

This concerns our discussion on this date regarding Article IV, Section 1(b) of the tentative Agreement which is subject to ratification.

I agreed that prior to January 1, 1995, the Carrier will not relieve a yard assignment consisting of a Conductor and a Brakeman with a Conductor-only crew if it is intended that the relieving crew will continue to perform general yard switching.

Sincerely,

/s/ R. E. Swert

R. E. Swert
Vice President-Labor Relations

cc: General Chairmen, UTU (C&T)

January 21, 1992

Messrs. W. A. Beebe
D. P. Donoghue
S. F. Dowding
C. P. Jones
M. G. Maloof
A. J. Nagelhout
F. R. Pickell
W. J. Reddy
J. J. Weyhe
C. D. Winebrenner

General Chairmen
United Transportation Union (C&T)

Gentlemen:

This refers to questions which several of you have raised concerning the application of Article IX, Section 3 of the Conrail/UTU Agreement dated June 28, 1985, in connection with the Crew Consist provisions of the tentative Agreement which is subject to ratification.

Article IX, Section 3 of the June 28, 1985 Agreement provides for the termination of Trainmen hired after June 1, 1985, who are furloughed for 365 consecutive days during the first three years of their employment. This will confirm our understanding that upon ratification of our tentative Agreement, the Carrier will not apply Article IX, Section 3 between the date of this letter and January 1, 1995.

Sincerely,

/s/ R. E. Swert

R. E. Swert
Vice President-Labor Relations

cc: Mr. E. F. Lyden

February 6, 1992

Messrs.	W. A. Beebe	A. J. Nagelhout
	D. P. Donoghue	F. R. Pickell
	S. F. Dowding	W. J. Reddy
	C. P. Jones	J. J. Weyhe
	M. G. Maloof	C. D. Winebrenner

General Chairmen UTU(C&T)
United Transportation Union

Gentlemen:

On January 15, 1992, Frank Pickell wrote me a letter with copies to you. That letter sought clarification concerning the manner in which Conrail intends to honor its commitment to pay Health and Welfare premiums on behalf of certain Trainmen who receive a separation allowance, and the effect of such payment on the Trainmen's entitlement to coverage under Travelers Policies GA-23000 and GA-46000.

Our response to that letter has been delayed while we researched this subject and consulted the Travelers Insurance Company. Enclosed is a document which responds to the issues raised by Frank Pickell. It has been reviewed and approved by a representative of the Travelers Insurance Company and Gene Lyden. The document is divided into two parts; the first contains general information regarding Conrail's separation program, and the second deals extensively with the Health and Welfare issues.

We will make this document available to Trainmen when we commence soliciting applications for separation next week.

Sincerely,

/s/ R. E. Swert

R. E. Swert
Vice President-Labor Relations

cc: Mr. E. F. Lyden
Vice President, UTU

**INFORMATION FOR
TRAINMEN INTERESTED IN
APPLYING FOR A
SEPARATION ALLOWANCE**

Article IV, Section 2 of the Conrail-UTU Agreement effective February 11, 1992 permits Trainmen to apply for lump-sum separation allowances. The Agreement further provides that a successful applicant will have Health and Welfare premiums paid on his or her behalf for two years following the effective date of separation, or until the applicant qualifies for a full pension (that is, an unreduced annuity), whichever first occurs.

This document responds to some of the issues which might be raised by Trainmen who are interested in applying for a separation allowance. Information regarding retirement benefits available pursuant to the Railroad Retirement Act and Health and Welfare benefits available pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Railroad Employees' National Health and Welfare Plan (Travelers Policy GA-23000) and the Railroad Employees' Early Retirement Major Medical Benefit Plan (Travelers Policy GA-46000) represents Conrail's understanding of the statutes and the Policies in question.

TRAINMEN ARE ENCOURAGED TO CONSULT THE LOCAL OFFICE OF THE U.S. RAILROAD RETIREMENT BOARD FOR DEFINITIVE ADVICE CONCERNING CURRENT INDUSTRY CONNECTION REQUIREMENTS AND RETIREMENT BENEFITS.

The following Questions and Answers provide general information applicable to all Trainmen who may wish to apply for a lump-sum separation allowance.

Q. How is the lump-sum separation allowance calculated?

A. The gross amount of the allowance is \$65,000 for Trainmen who submit an accepted application within the 30-day period specified in the first notice which is posted to solicit applications. The gross amount of the allowance is \$50,000 for Trainmen who submit an accepted application after that 30-day period. All allowances are subject to all lawful deductions such as taxes (federal, state, local and Railroad Retirement) and garnishments.

- Q. Who is eligible to apply for a lump-sum separation allowance?**
- A. Trainmen with a train service seniority date prior to March 7, 1989 who were in active Conrail train service on December 4, 1991 are eligible to apply for an allowance. Trainmen with a train service seniority date prior to March 7, 1989 who were inactive on December 4, 1991 also are eligible to apply, if their inactivity was due to sickness and if they have passed any necessary physical and Book of Rules examinations and possess sufficient seniority to occupy a train service position.**
- Q. Are Trainmen assured their application will be accepted?**
- A. No. Only Trainmen who are eligible as defined in the above Question and Answer will be considered. Additionally, the February 11, 1992 Agreement specifies a maximum number of allowances that will be awarded in each Conrail Seniority District in connection with the institution of through freight Conductor-only operation. Allowances will be awarded in Conrail seniority order up to the maximum number to eligible Trainmen who apply on a timely basis within the period specified in a notice soliciting applications.**
- Q. What rights do Trainmen forfeit by receiving a lump-sum separation allowance?**
- A. Receipt of an allowance ultimately results in resignation and the forfeiture of seniority in all crafts. However, Trainmen who do not elect or are not eligible to apply for retirement benefits immediately and who wish to receive up to two years of Health and Welfare coverage will sign an agreement stating that their employment relationship with Conrail will be preserved for a maximum of two years, during which period they will remain on the train service seniority roster but will not be permitted to exercise seniority in any craft. The signing of this agreement will permit Conrail to maintain coverage for these Trainmen under Travelers Policy GA-23000.**

Q. Will Trainmen who receive a lump-sum separation allowance remain eligible to receive any vacation pay and any Productivity Savings Sharing Trust Fund allowance which has accrued as of the effective date of their separation?

A. Yes, however the lump-sum separation allowance will not be included in any calculation of vacation pay.

Q. Must Trainmen return all company-owned property in their possession prior to receipt of a lump-sum separation allowance?

A. Yes.

The following section provides information regarding retirement under the Railroad Retirement Act and Health and Welfare benefits. Trainmen who do not qualify for Medicare should determine the category which applies to them based upon their age and years of railroad service at the time the lump-sum separation allowances are awarded.

Age 62 and Less Than 65 with 30 or More Years of Railroad Service

These Trainmen are eligible for a full pension (that is, an unreduced annuity) and coverage under Travelers Policy GA-46000 provided they are covered under Travelers Policy GA-23000 at the time of their retirements. Conrail will not extend coverage for them under Travelers Policy GA-23000 beyond the effective date of their separation; however, they may elect to maintain coverage under that Policy at their own expense pursuant to COBRA for a maximum of 18 months or until they qualify for Medicare.

Age 61 and Less Than 62 with 30 or More Years of Railroad Service

These Trainmen are eligible for a reduced annuity and coverage under Travelers Policy GA-46000 provided they are covered under Travelers Policy GA-23000 at the time of their retirements. If they retire immediately, they are eligible for coverage under Travelers Policy GA-23000 for an 18-month period pursuant to COBRA. Conrail will give these Trainmen a second lump-sum payment to reimburse them for the amount required to maintain coverage under that Policy for the 18-month period, plus an additional amount equal to six times the prevailing monthly premium for coverage of a Trainman under Travelers Policy GA-23000 pursuant to COBRA.

The following example describes the entitlement of a Trainman discussed in the preceding paragraph.

Example: A Trainman receives a lump-sum separation allowance at age 61 years and 6 months and retires immediately. He or she is eligible, pursuant to COBRA, to maintain coverage under Travelers Policy GA-23000 for an 18-month period, or until age 63. Conrail will give this Trainman a second lump-sum payment equal to the sum of two amounts:

- 1) the amount the Trainman would pay to maintain coverage under Travelers Policy GA-23000 during the 18-month period; and

2) the amount the Trainman would pay if he or she were eligible to continue coverage under Travelers Policy GA-23000 for the 6-month period following the 18-month period (that is, the period between age 63 years and age 63 years and 6 months).

If these Trainmen defer their retirements until age 62 (at which time they would qualify for a full pension), Conrail will maintain coverage for them under Travelers Policy GA-23000 until their retirements (but no longer than two years), after which they may elect to maintain coverage under that Policy at their own expense pursuant to COBRA for any remaining portion of the 18-month period following their separation. TRAINMEN WHO DEFER THEIR RETIREMENTS SHOULD BE AWARE OF THE IMPORTANCE OF MAINTAINING A CURRENT CONNECTION WITH THE RAILROAD INDUSTRY IN ORDER TO AVOID CERTAIN ADVERSE EFFECTS (FOR EXAMPLE, REDUCED SURVIVORS' BENEFITS WILL BE PAID IF A CURRENT CONNECTION IS BROKEN).

The following example describes the entitlement of a Trainman discussed in the preceding paragraph.

Example: A Trainman receives a lump-sum separation allowance at age 61 years and 6 months and retires at age 62. Conrail will pay the premiums to maintain coverage for this Trainman under Travelers Policy GA-23000 for the 6-month period between separation and retirement. After retirement, this Trainman is eligible, pursuant to COBRA, to maintain coverage under Travelers Policy GA-23000 at his or her own expense for a 12-month period, or until age 63.

Age 60 and Less Than 61 with 30 or More Years of Railroad Service

These Trainmen are eligible for a reduced annuity. IF THEY RETIRE PRIOR TO ATTAINING AGE 61, THEY WILL FORFEIT ANY ENTITLEMENT TO COVERAGE UNDER TRAVELERS POLICY GA-46000. If they retire immediately, they are eligible for coverage under Travelers Policy GA-23000 for an 18-month period pursuant to COBRA. Conrail will give these Trainmen a second lump-sum payment to reimburse them for the amount required to maintain coverage under that Policy for the 18-month period, plus an additional amount equal to six times the prevailing monthly premium for coverage of a Trainman under Travelers Policy GA-23000 pursuant to COBRA.

The following example describes the entitlement of a Trainman discussed in the preceding paragraph.

Example: A Trainman receives a lump-sum separation allowance at age 60 years and 6 months and retires immediately. He or she is eligible, pursuant to COBRA, to maintain coverage under Travelers Policy GA-23000 for an 18-month period, or until age 62. Conrail will give this Trainman a second lump-sum payment equal to the sum of two amounts:

- 1) the amount the Trainman would pay to maintain coverage under Travelers Policy GA-23000 during the 18-month period; and
- 2) the amount the Trainman would pay if he or she were eligible to continue coverage under Travelers Policy GA-23000 for the 6-month period following the 18-month period (that is, the period between age 62 years and age 62 years and 6 months).

If these Trainmen defer their retirements until they have attained age 61, they will qualify for coverage under Travelers Policy GA-46000 provided they are covered under Travelers Policy GA-23000 at the time of their retirements. Conrail will maintain coverage for them under Travelers Policy GA-23000 until their retirements (but no longer than two years), after which they may elect to maintain coverage under that Policy pursuant to COBRA for any remaining portion of the 18-month period following their separation. Conrail will give these Trainmen a second lump-sum payment to reimburse them for the amount required to maintain coverage under Travelers Policy GA-23000 for the remaining portion of the 18-month period, plus an additional amount equal to six times the prevailing monthly premium for coverage of a Trainman under Travelers Policy GA-23000 pursuant to COBRA. TRAINMEN WHO DEFER THEIR RETIREMENTS SHOULD BE AWARE OF THE IMPORTANCE OF MAINTAINING A CURRENT CONNECTION WITH THE RAILROAD INDUSTRY IN ORDER TO AVOID CERTAIN ADVERSE EFFECTS (FOR EXAMPLE, REDUCED SURVIVORS' BENEFITS WILL BE PAID IF A CURRENT CONNECTION IS BROKEN).

The following example describes the entitlement of a Trainman discussed in the preceding paragraph.

Example: A Trainman receives a lump-sum separation allowance at age 60 years and 6 months and retires at age 61. Conrail will pay the premiums to maintain coverage for this Trainman under Travelers Policy GA-23000 for the 6-month period between separation and retirement. He or she is eligible, pursuant to COBRA, to maintain coverage under Travelers Policy GA-23000 for a 12-month period, or until age 62. Conrail will

give this Trainman a second lump-sum payment equal to the sum of two amounts:

1) the amount the Trainman would pay to maintain coverage under Travelers Policy GA-23000 during the 12-month period; and

2) the amount the Trainman would pay if he or she were eligible to continue coverage under Travelers Policy GA-23000 for the 6-month period following the 12-month period (that is, the period between age 62 years and age 62 years and 6 months).

If these Trainmen defer their retirements until age 62 (at which time they would qualify for a full pension), they will qualify for coverage under Travelers Policy GA-46000, provided they are covered under Travelers Policy GA-23000 at the time of their retirements. Conrail will maintain coverage for them under Travelers Policy GA-23000 until their retirements (but no longer than two years), after which they may elect to maintain coverage under that Policy at their own expense pursuant to COBRA for any remaining portion of the 18-month period following their separation. TRAINMEN WHO DEFER THEIR RETIREMENTS SHOULD BE AWARE OF THE IMPORTANCE OF MAINTAINING A CURRENT CONNECTION WITH THE RAILROAD INDUSTRY IN ORDER TO AVOID CERTAIN ADVERSE EFFECTS (FOR EXAMPLE, REDUCED SURVIVORS' BENEFITS WILL BE PAID IF A CURRENT CONNECTION IS BROKEN).

The following examples describe the entitlement of Trainmen discussed in the preceding paragraph.

Example: A Trainman receives a lump-sum separation allowance at age 60 years and 6 months and retires at age 62. Conrail will pay the premiums to maintain coverage for this Trainman under Travelers Policy GA-23000 for the 18-month period between separation and retirement.

Example: A Trainman receives a lump-sum separation allowance at age 60 years and 9 months and retires at age 62. Conrail will pay the premiums to maintain coverage for this Trainman under Travelers Policy GA-23000 for the 15-month period between separation and retirement. After retirement, this Trainman is eligible, pursuant to COBRA, to maintain coverage under Travelers Policy GA-23000 at his or her own expense for a 3-month period, or until age 62 years and 3 months.

Less Than Age 60 with 30 or More Years of Railroad Service

These Trainmen may elect to receive a reduced annuity if they retire at age 60 or a full pension (that is, an unreduced annuity) if they elect to retire at age 62. TRAINMEN SHOULD BE AWARE OF THE IMPORTANCE OF MAINTAINING A CURRENT CONNECTION WITH THE RAILROAD INDUSTRY IN ORDER TO AVOID CERTAIN ADVERSE EFFECTS (FOR EXAMPLE, REDUCED SURVIVORS' BENEFITS WILL BE PAID IF A CURRENT CONNECTION IS BROKEN). If these Trainmen elect to retire after attaining age 61, they will qualify for benefits under Travelers Policy GA-46000, provided they are covered under Travelers Policy GA-23000 at the time of their retirements. Conrail will maintain coverage for these Trainmen under Travelers Policy GA-23000 until their retirements (but no longer than two years), after which they may be eligible for coverage under that Policy pursuant to COBRA for the remaining portion (if any) of the 18-month period following their separation. Conrail will give Trainmen who retire within 18 months of their separation a second lump-sum payment to reimburse them for the cost of maintaining coverage under Travelers Policy GA-23000 for the remaining portion of that 18-month period. This second lump-sum payment also will include, if necessary to afford the Trainmen two years of Health and Welfare coverage, an amount equal to six times the prevailing monthly premium for coverage of a Trainman under Travelers Policy GA-23000 pursuant to COBRA.

The following examples describe the entitlement of Trainmen discussed in the preceding paragraph.

Example: A Trainman receives a lump-sum separation allowance at age 57 years and 6 months and retires at age 60. Conrail will pay the premiums to maintain coverage for this Trainman under Travelers Policy GA-23000 for the 24-month period following separation (that is, the period between age 57 years and 6 months and age 59 years and 6 months).

Example: A Trainman receives a lump-sum separation allowance at age 59 years and 3 months and retires at age 61. Conrail will pay the premiums to maintain coverage for this Trainman under Travelers Policy GA-23000 for the 21-month period between separation and retirement. Conrail will give this Trainman a second lump-sum payment equal to the amount the Trainman would pay if he or she were eligible to continue coverage under Travelers Policy GA-23000 for the 3-month period following the 21-month period (that is, the period between age 61 years and age 61 years and 3 months).

Example: A Trainman receives a lump-sum separation allowance at age 59 years and 10 months and retires at age 60. Conrail will pay the premiums to maintain coverage for this Trainman under Travelers Policy GA-23000 for the 2-month period between separation and retirement. He or she is eligible, pursuant to COBRA, to maintain coverage under Travelers Policy GA-23000 for a 16-month period, or until age 61 years and 4 months. Conrail will give this Trainman a second lump-sum payment equal to the sum of two amounts:

- 1) the amount the Trainman would pay to maintain coverage under Travelers Policy GA-23000 during the 16-month period; and
- 2) the amount the Trainman would pay if he or she were eligible to continue coverage under Travelers Policy GA-23000 for the 6-month period following the 16-month period (that is, the period between age 61 years and 4 months and age 61 years and 10 months).

Example: A Trainman receives a lump-sum separation allowance at age 59 years and 10 months and retires at age 62. Conrail will pay the premiums to maintain coverage for this Trainman under Travelers Policy GA-23000 for the 24-month period following separation (that is, the period between age 59 years and 10 months and age 61 years and 10 months).

Any Age Under 65 with Less Than 30 Years of Railroad Service

These Trainmen qualify for a reduced annuity at age 62 if they have at least 10 years of railroad service, but do not qualify for Travelers Policy GA-46000. TRAINMEN SHOULD BE AWARE OF THE IMPORTANCE OF MAINTAINING A CURRENT CONNECTION WITH THE RAILROAD INDUSTRY IN ORDER TO AVOID CERTAIN ADVERSE EFFECTS (FOR EXAMPLE, REDUCED SURVIVORS' BENEFITS WILL BE PAID IF A CURRENT CONNECTION IS BROKEN). Conrail will maintain coverage for these Trainmen under Travelers Policy GA-23000 until their retirements, until they qualify for Medicare, or for a two-year period following their separation, whichever period is shortest. After the period specified in the preceding sentence, these Trainmen will be eligible for coverage under that Policy pursuant to COBRA for the remaining portion (if any) of the 18-month period following their separation, or until they qualify for Medicare, whichever first occurs. Conrail will give Trainmen who retire within 18 months of their separation and who are not subject to the Medicare limitation a second lump-sum payment to reimburse them for

the cost of maintaining coverage under Travelers Policy GA-23000 for the remaining portion of that 18-month period. This second lump-sum payment also will include, if necessary to afford the Trainmen two years of Health and Welfare coverage, an amount equal to six times the prevailing monthly premium for coverage of a Trainman under Travelers Policy GA-23000 pursuant to COBRA, provided that no coverage will be extended beyond the Trainmen's qualification for Medicare.

The following examples describe the entitlement of Trainmen discussed in the preceding paragraph.

Example: A Trainman receives a lump-sum separation allowance at age 57 years and 6 months and retires at age 62. Conrail will pay the premiums to maintain coverage for this Trainman under Travelers Policy GA-23000 for the 24-month period following separation (that is, the period between age 57 years and 6 months and age 59 years and 6 months).

Example: A Trainman receives a lump-sum separation allowance at age 60 years and 3 months and retires at age 62. Conrail will pay the premiums to maintain coverage for this Trainman under Travelers Policy GA-23000 for the 21-month period between separation and retirement. Conrail will give this Trainman a second lump-sum payment equal to the amount the Trainman would pay if he or she were eligible to continue coverage under Travelers Policy GA-23000 for the 3-month period following the 21-month period (that is, the period between age 62 years and age 62 years and 3 months).

Example: A Trainman receives a lump-sum separation allowance at age 61 years and 10 months and retires at age 62. Conrail will pay the premiums to maintain coverage for this Trainman under Travelers Policy GA-23000 for the 2-month period between separation and retirement. He or she is eligible, pursuant to COBRA, to maintain coverage under Travelers Policy GA-23000 for a 16-month period, or until age 63 years and 4 months. Conrail will give this Trainman a second lump-sum payment equal to the sum of two amounts:

- 1) the amount the Trainman would pay to maintain coverage under Travelers Policy GA-23000 during the 16-month period; and

2) the amount the Trainman would pay if he or she were eligible to continue coverage under Travelers Policy GA-23000 for the 6-month period following the 16-month period (that is, the period between age 63 years and 4 months and age 63 years and 10 months).

RULE 7: PERFORMANCE OF SERVICE BY ROAD FREIGHT TRAINMEN (P. 3)

1. Q. Does Rule 7 (a) (1) (picking up train) contemplate a straight pick up of cars coupled together from the minimum number of tracks in the initial yard where the train is made up.
 - A. Yes. However, where a yard crew is instructed to make couplings on the cars to be picked up and fails to do so, the road crew will make such couplings as are necessary without penalty. (Eff.1-1-65)
2. Q. What is meant by a "straight" set out at each intermediate point between Terminals as found in Rule 7(a)(2) where yard crews are employed?
 - A. The term "straight set out" means the setting out of cars at each intermediate point from not more than two (2) locations in the train. (Eff.5-1-65)

RULE 8: TRAVELING ROAD SWITCHER SERVICE (P. 4)

1. Q. How will equity be handled when road travelling switcher service is established to operate over two or more prior right seniority districts within a Conrail Seniority District or between Conrail Seniority Districts?
 - A. Prior to instituting the service, the Company will provide the involved General Chairmen with thirty (30) days advance written notice of their intent to operate the service. Such notice will include a description of the service to be performed on an individual assignment basis and will include the hours of elapsed time consumed in each individual territory and the number of cars handled which are destined and/or originating within the proposed working limits of the prior right seniority districts for the previous twelve (12) months.

Following receipt of the information outlined above, the General Chairmen will advise the Carrier of the proper allocation of equity. If the General Chairmen do not notify the Carrier prior to the institution of the service, the Carrier will make an interim allocation of jobs or positions on a crew or crews, based on the above criteria, until the General Chairmen agree upon equity and advise the Company of their decision. (Eff.1-1-85)

2. Q. What is the proper payment to be allowed to a road travelling switcher assignment who does not operate to the territory provided in the work limits of the assignment on a twice-monthly basis as provided in Rule 8(a) - NOTE
 - A. Payment is provided in Rule 8(c) from the point of the normal working limit to the advertised limit for up to two (2) trips per month. (Eff.1-1-85)
3. Q. Who should receive the payment outlined in Q. and A. No. 2 of Rule 8?
 - A. The individual train crew members who are the incumbents of the assignment on the last working day of the month. (Eff.1-1-85)
4. Q. In the application of paragraph (b) of Rule 8, is it intended that the five (5) day yard rate of pay would apply to a road Travelling switcher assignment advertised to work 6 or 7 days a week who works only 5 days during a work week in which a holiday falls and the assignment is laid in on the holiday?
 - A. No. The holiday would be considered as a work day and the 6 or 7 day rate would be applicable. (Eff.4-1-85)

RULE 9: ASSIGNED ROAD SERVICE (P. 6)

1. Q. Is paragraph (b) of Rule 9 applicable to the establishment of assigned runs operating in through freight service?
A. No, this was intended to cover local and traveling switcher service. (Eff.1-1-85)
2. Q. May regular through freight assignments be established where the crew is advertised to operate less than 5 days per week?
A. Yes, but the assignment must be scheduled so that the earnings are not less than 500 miles per week at the through freight rate of pay.
3. Q. Does the crew assigned to a symbol train have the right to operate their assigned train between the advertised home and away from home terminals via any normal route?
A. Yes. Regardless of the route traversed and they will be paid actual miles run. (Eff.1-1-85)
4. Q. What is meant by "subject to call after a designated time"?
A. Crew will be called within 8 hours of the designated time. (Eff.1-1-85)
5. Q. An assigned crew is advertised to operate from their away from home terminal on the basis of a symbol train or the first unassigned train. In the event that the symbol train does not operate, how long may the crew be held for return service?
A. If the symbol train does not run, the crew may only be held for a period of two (2) hours beyond the normal departure time of the symbol train. (Eff.1-1-85)

RULE 10: LAP-BACKS - SIDE TRIPS (P. 6)

1. Q. Does Rule 10 contemplate the payment of out of route movements to road freight crews operated on other than advertised routes between their home and away from home terminal?
A. Yes. (Eff.1-1-85)

2. Q. What payment is due when a crew is required to operate in an out of route movement because the advertised routes are blocked by emergency conditions such as flood, derailment, etc.?
A. No additional payment above actual miles run is due because of the emergency situation. (Eff.1-1-85)

RULE 15: POOLS AND ROAD EXTRA LISTS (P. 9)

1. Q. When a relief crew is to be called, does such service accrue to the extra list?
 - A. Yes, except when otherwise covered by a local agreement under Rule 103. This refers to situations involving footboard, relief service and does not preclude the Carrier from moving the train at a later time by other means. (Eff.1-1-85)

RULE 18: CREW CONSIST (P. 12 + APPENDIX "A")

1. Q. Is the reduced crew allowance provided for under paragraph (p) of the Crew Consist Agreement applicable to independent positions such as utility conductors, utility brakeman, light engine assignments, engine change assignments, car retarders, etc.?
- A. No. Except as provided under Rule 43, those positions which worked as independent assignments prior to the Crew Consist Agreement were unaffected by the reduction in train crew size as agreed to by the framers of the original Crew Consist Agreement of September 8, 1978, and it was thus not intended that such positions should receive the short crew allowance. (Eff.4-1-85)
2. Q. In the operation of through freight pool service, a trainman timely submits a request for a personal leave day and such request is granted by the proper authority based on anticipation that the assignment would work on the date requested. Is it proper to thereafter withhold payment for such personal leave day on the basis that the assignment did not perform service on the calendar date for which a personal leave day was granted.
- A. No. (Eff.4-1-85)
3. Q. Recognizing that trainmen entitled to personal leave days occupy road freight positions that operate over an extended distance, is it intended that such trainmen actually lost more than one day's pay when they elect to take personal leave days on days their assignments would operate?
- A. A trainman entitled to personal leave days may elect to take personal leave days on days his assignment is scheduled to perform service with payment to be made on the basis of one (1) basic day's pay for each day off taken at the rate of pay applicable to the last service performed. In lieu of such payment, he may opt to be paid on the basis of the following formula consistent with the number of days he is entitled to receive as outlined in paragraph (r) of the Crew Consist Agreement. (Eff.4-1-85)

<u>If a trainman would have operated</u>	<u>Personal leave day(s) to be charged</u>	<u>Personal leave day(s) to be paid</u>
150 miles or less	1	1
151-250 miles	2	2
251-350 miles	3	3
351-450 miles	4	4
451-550 miles	5	5
551-650 miles	6	6

RULE 19: INITIAL TERMINAL DELAY-FREIGHT SERVICE (P. 12)

1. Q. A crew is called to deadhead combined with service from point "A" to another location to commence service on a train. How would ITD be computed?
 - A. ITD would be computed on the basis of the arrival time at the point to which deadheaded. (Eff.1-1-85)
2. Q. Does the ITD rule apply to employees who are deadheaded under the provisions of Rule 54(c)?
 - A. No. (Eff.1-1-85)

RULE 28: CONDUCTOR VACANCIES IN ROAD SERVICE (P. 23)

1. Q. In filling conductor vacancies in road service, how will the most senior and junior trainmen be determined in the application of paragraphs (a) (5), (b) NOTE, and (b) (4)?
 - A. The most senior and junior trainmen would be determined based on the standing of each trainman as found on the Conrail Seniority District roster. (Eff.10-1-85)

2. Q. In filling conductor vacancies in road service, how will the most senior and junior trainmen be determined under paragraph (a) NOTE when filling a complete extra crew or when a conductor and one or more brakemen are to be called from a Consolidated Extra List?
 - A. The most senior and junior trainmen would be determined based on the standing of each trainman as found on the Conrail Seniority District Roster. (Eff.10-1-85)

3. Q. In filling conductor vacancies in road service, how will the most senior brakeman be determined under paragraph (a) (2)?
 - A. The most senior brakeman would be determined based on the seniority, prior rights prevailing, used to occupy the regularly assigned brakemen positions on the assignment. In the event that the incumbent brakeman on a reduced crew is required to work as a conductor, such individual, if senior to the extra trainman called for the vacated brakeman's position, will be given the opportunity to decline work as a conductor providing that the extra Trainman called for the assignment is a promoted and qualified conductor in which case the extra trainman must work the conductor's position. (Eff.4-1-86)

RULE 30: WORK WEEK AND OVERTIME IN YARD SERVICE (P. 25)

1. Q. Does paragraph (h) apply to a regularly assigned yard trainman who accepts a call to augment a yard or common extra list and commences work on a second yard assignment within 22 1/2 hours from the starting time of the preceding yard assignment for which he was paid at the straight time rate?
 - A. With the understanding there will be no duplication of payment under the provisions of this rule or any other rule, the regular assigned trainman would be treated as a "de facto" extra trainman and would be entitled to be paid at time and one-half for the second yard assignment. (Eff. 4-1-86)

RULE 31: PERFORMANCE OF SERVICE BY YARD TRAINMEN (P. 27)

1. Q. What is yard-belt service?
A. Yard-belt service is the operation (movement) by yard crews of cars between two contiguous Conrail switching districts. (Eff.1-1-85)
2. Q. What work may a yard crew perform in a contiguous Conrail switching district where no yard crews are employed?
A. Such crew can perform any work connected with the movement of cars, engines or trains in the same manner as road crews at locations where no yard crews are employed. (Eff.5-1-85)
3. Q. What work may a yard crew perform in a contiguous Conrail switching district where yard crews(s) are employed.
A. Such crew can only perform work within the contiguous switching district which is associated with setting out or picking up cars for their own train. (Eff.5-1-85)
4. Q. Within a contiguous switching district, may a yard crew set out or pick up cars of their train to or from more than the minimum number of tracks?
A. Yes, there is no restriction on the number of tracks used. (Eff.5-1-85)
5. Q. Is the time spent in the performance of switching service under Q. and A. No. 2 while in a contiguous Conrail switching district creditable in the application of Rule 35(d)?
A. Yes, where the last yard crew has been removed under the provisions of paragraph (b) at that location. (Eff.5-1-85)
6. Q. Does the rule contemplate the manning by trainmen of engine change assignments?
A. Yes. (Eff.5-1-85)
7. Q. What work may be required of a yard trainman called to perform engine change service?
A. As part of his tour of duty a trainman on an engine change assignment may be required to perform any or all of the following work in connection with the movement of engines coupled in multiple and/or not coupled in multiple: (Eff.5-1-85)

RULE 32: STARTING TIMES IN YARD SERVICE (P. 30)

1. Q. Regarding paragraph (h), does this mean that a yard crew performing transfer, puller or belt-line work can switch cars for their own train if started outside the starting time cycle?
A. Yes. (Eff.5-1-85)
2. Q. What work would be permitted before being considered "general yard switching" as used in paragraph (h) of Rule 32?
A. It means that the yard crew may assemble their own train, however, in so doing, if it is necessary to handle cars not connected with their train, they may be required only to replace those cars on the same track. They would not be permitted to classify cars not connected with their train without having their on duty time reverted to the last permissible yard starting time. (Eff.5-1-85)

RULE 34: TIME TO EAT-YARD (P. 32)

The awarded penalty for improper compliance of Rule 34 is adopted as follows:

"If a lunch period is not timely assigned (given) trainmen qualified therefor, such trainmen will receive a thirty (30) minute straight time payment in addition to all other earnings for that tour of duty. If a lunch period is not assigned during their tour of duty, trainmen will be allowed forty-five (45) minutes straight time in addition to the earnings of their assignment." (Eff.5-6-82)

RULE 37: CONDUCTOR VACANCIES IN YARD SERVICE (P. 35)

1. Q. In filling conductor vacancies in yard service, how will the most senior and junior trainmen be determined in the application of paragraphs (b) (6), (c) NOTE and (c) (4).
 - A. The most senior and junior trainmen would be determined based on the standing of each trainman as found on the Conrail Seniority District Roster. (Eff.10-1-85)
2. Q. In filling conductor vacancies in yard service, how will the most senior brakeman be determined under paragraph (b) (2)?
 - A. The most senior brakeman would be determined based on the seniority, prior rights prevailing, used to occupy the regularly assigned brakeman positions on the assignments. (Eff.10-1-85)
3. Q. In filling conductor vacancies in yard service, how will the most senior and junior trainmen be determined under paragraph (b) NOTE when filling a complete extra crew or when a conductor and one or more brakemen are to be called from a Consolidated Extra List?
 - A. The most senior and junior trainmen would be determined based on the standing of each trainman as found on the Conrail Seniority District Roster. (Eff.10-1-85)

RULE 38: COUPLING AIR NOSES (P. 37)

1. Q. Does Rule 38 contemplate a yard trainman coupling and/or uncoupling a ground air line to a car or cars?
 - A. Yes. (Eff.1-1-85)

RULE 48: DISPLACEMENT (P. 47)

1. Q. In the application of Rule 48 (e), will a trainman be required to lose time on a Monday, when he returns to duty after being absent for less than 30 days by reason of sickness, temporary disability, suspension, vacation, or leave of absence, and elects to exercise his seniority on an assignment advertised and not yet assigned during his absence?
 - A. No. A Trainman, under the circumstances set forth above, may work his former assignment on Monday and exercise his seniority to an assignment bulletined and not yet assigned in his absence, provided he makes application for the assignment before 12:01 A.M., Tuesday and does not start work on another assignment after 12:01 A.M., Tuesday. (Eff.4-1-85)
2. Q. May a trainman who is unable to hold a position in the service within a terminal be permitted to exercise his seniority by displacement to an open assignment which is pending advertisement and/or award?
 - A. No. He may, however, bid for such assignment. (Eff.5-1-85)

RULE 54: DEADHEADING (P. 55)

1. Q. Can deadheading be combined with service to and/or from an outpost assignment?
 - A. Yes. (Eff.1-1-85)

RULE 56 HOLIDAYS (P. 57)

1. Q. Does attendance at a Book of Rules Class on a qualifying day disqualify a trainman who would otherwise qualify for holiday pay?
A. No. (Eff. 5-1-85)

RULE 60 TIME ALLOWANCE--ATTENDING INVESTIGATION (P. 64)

1. Q. Does Rule 60(h) - Time Allowance - Attending Investigations intend to compensate a trainman whose attendance at an appeal hearing under Rule 93 requires him to lose time from his assignment?
 - A. Yes, provided the discipline assessed as a result of a formal investigation is expunged. (Eff. 4-1-86)

RULE 64: MARKING UP FOR DUTY P. 721

1. 0. In the application of paragraph (a), may a local
agreement be made which provides that a local chairman,
who marks off an extra list account of union business,
will maintain his place on the list or be held first out
for call pending his marking up for duty?
A. Yes, provided there is a uniform method of handling local
chairmen at each location. (ZEE.4-1-85)

RULE 78: CAR RETARDER OPERATORS P. 79)

1. Q. What payment is due to a car retarder operator who is not permitted to eat?
A. Twenty (20) minutes pay as provided for in Rule 78 (h). (Eff.1-1-85)
2. Q. What eating rule applies to independent or hump conductor positions paid the CRO rate of pay?
A. Rule 34 would govern. (Eff.1-1-85)
3. Q. In the application of Rule 78(1)(5), there may be four (4) incumbent operators assigned to a car retarder. Who should be called?
A. The senior incumbent at the location who is rested and available on his rest day provided it will not preclude him from covering his regular assignment. (Eff.1-1-85)
4. Q. Must the senior incumbent operator protect the assignment?
A. Yes, if contacted. (Eff.1-1-85)

RULE 79: RERAILING P. 81)

1. Q. Does the rule contemplate payment to trainmen who do not handling blocking or rerailers but who pass signals to the engineer in assisting M of W or M of E Department employees to rerail engines and/or cars?
 - A. No. (Eff.1-1-85)

RULE 83: CALLING TRAINMEN-OUTPOST ASSIGNMENTS (P. 84)

1. Q. May a trainman who is unable to hold a position within the terminal in the service which protects the outpost vacancy be permitted to make application to cover the vacant assignment?
A. No. (Eff.1-1-85)
2. Q. In the application of paragraph (d), may a local agreement be made which provides that an outpost vacancy which is less than 30 miles from the location of the extra list from which called, be filled on a day for day basis?
A. Yes, subject to Rule 103 and other provisions of Rule 83. (Eff.1-1-85)

RULE 84: MISHANDLING (P. 85)

1. Q. Does the rule intend to preclude a trainman from being eligible to receive payment on a minute basis account of being mishandled a second time following a period of eight (8) hours from which time he was previously mishandled for a separate incident?
 - A. A trainman who is mishandled account of standing first out and available and not called for service is entitled to remain first out and receive payment on a minute basis from the reporting time of the assignment for which he should have been called until the reporting time of the assignment for which he is next called with a maximum of eight (8) hours. In the event he is again mishandled for a separate incident which occurs subsequent to eight (8) hours from the time of the first mishandling by virtue of standing first out and available, he would be entitled to again receive payment on a minute basis under the rule with a maximum of eight (8) hours. (Eff. 4-1-86)

RULE 88: ESTABLISHING EXTRA LISTS AND FREIGHT POOLS (P. 87)

1. Q. In the application of paragraph (a)(3), is it intended that the Travel Allowance be terminated following a period of twelve (12) months from the date the pool or extra list was first established in situations where the extra list and/or pool was reduced to zero for extended periods of time as a result of a decline in business.
 - A. No. The twelve (12) month period would be extended to include an equivalent amount of time equal to the period when the extra list or pool was reduced to zero.
(Eff. 4-1-85)

RULE 91: TIME LIMIT ON CLAIMS AND PROCEDURES FOR HANDLING (P. 9)

1. Q. Does Rule 91(1)(3) contemplate that the Labor Relations Officer shall also complete and submit three (3) copies of an Ex Parte Submission to the Local Chairman within a specific time period?
A. Yes. The Labor Relations Officer shall complete and submit the Company's Ex Parte Submission to the Local Chairman within sixty (60) day's following the date the Labor Relations Officer receives the Local Chairman's notice of intent to progress an Ex Parte Submission.
(Eff.1-1-85)
2. Q. May a claim in yard service for a late lunch or no lunch payment under Rule 14 be submitted on the service timeslip?
A. Yes. (Eff.1-1-85)

RULE 93: DISCIPLINE AND INVESTIGATION (P. 97)

1. Q. Does Q&A 04 preclude separate investigations with respect to individual acts of employees such as theft, falsifying reports or other documents, illegal acts, etc.?
 - A. No. The intent of question and answer 04 was to preclude separate investigations for each member of a train crew when all crew members were involved in the same incident or occurrence. Where individual acts by employees are involved, separate investigations may be held.
(Kf1.4-1-86)

RULE 98: LEAVE OF ABSENCE (P. 104)

1. Q. Are the provisions of Rule 98(j) self-executing with respect to employees who are absent without written authorization for 11 or more days?
A. Yes, subject to consideration of extenuating circumstances. (Eff.1-1-85)
2. Q. May such termination of seniority be appealed by the employee through the General Chairman to present evidence of circumstances that have a bearing on the absence?
A. Yes. The second sentence of Rule 98(h) is intended to apply to any termination under Rule 98. (Eff.1-1-85)
3. Q. Is the time limits for appeal applicable in all instances?
A. Yes, except in unusual circumstances where there is evidence of conditions in which the employee could not communicate with the General Chairman to initiate the appeal. (Eff.1-1-85)
4. Q. May the termination of an employee under Rule 98 be submitted to arbitration subsequent to handling an appeal under paragraph (h)?
A. Yes. (Eff.1-1-85)

APPENDIX D

Document "A"

IT IS HEREBY AGREED:

ARTICLE I - WAGES

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

(a) Effective on December 1, 1995, all standard basic daily rates of pay for employees represented by the United Transportation Union in effect on the preceding day shall be increased by three-and-one-half (3-1/2) percent.

(b) In computing the increase for enginemen under paragraph (a) above, three-and-one-half (3-1/2) 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 - Signing Bonus

On the date of this Agreement, each employee will be paid a signing bonus of one (1) percent of the employee's compensation for 1994, including pay for miles run in excess of the number of miles comprising a basic day ("overmiles") but excluding pay elements not subject to general wage increases under Section 8 of this Article and lump sums.

Section 3 - First Lump Sum Payment

On July 1, 1996, each employee will be paid a lump sum equal to the excess of (i) three (3) percent of the employee's compensation for 1995, including pay for overmiles but excluding pay elements not subject to general wage increases under Section 8 of this Article and lump sums, over (ii) the lesser of (x) one-half of the amount described in clause (i) above and (y) two times one-quarter of the amount, if any, by which the carriers' payment rate for 1996 for foreign-to-occupation health benefits under The Railroad Employees National Health and Welfare Plan (Plan) exceeds such payment rate for 1995.

Section 4 - Second General Wage Increase (for other than Dining Car Stewards)

Effective July 1, 1997, all standard basic daily rates of pay in effect on June 30, 1997 for employees represented by the United Transportation Union shall be increased by three-and-one-half (3-1/2) percent, computed and applied in the same manner prescribed in Section 1 above.

Section 5 - Second Lump Sum Payment

On July 1, 1998, each employee will be paid a lump sum equal to the excess of (i) three-and-one-half (3-1/2) percent of the employee's compensation for 1997, including pay for overmiles but excluding pay elements not subject to general wage increases under Section 8 of this Article and lump sums, over (ii) the lesser of (x) one-half of the amount described in clause (i) above and (y) one-and-one-half times one-quarter of the amount, if any, by which the carriers' payment rate for 1998 for foreign-to-occupation health benefits under the Plan exceeds such payment rate for 1995.

Section 6 - Third General Wage Increase (for other than Dining Car Stewards)

Effective July 1, 1999, all standard basic daily rates of pay in effect on June 30, 1999 for employees represented by the United Transportation Union shall be increased by three-and-one-half (3-1/2) percent, computed and applied in the same manner prescribed in Section 1 above.

Section 7 - Standard Rates

The standard basic daily rates of pay produced by application of the increases 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) The adjustments provided for in this Article (i) will apply to mileage rates of pay for overmiles, and (ii) will not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money.

(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 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 applicable 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 June 30, 1995 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 existing differential of \$6.00 per basic day in passenger, freight, and yard service, and 6¢ per mile for miles in excess of the number of miles encompassed in the basic day, currently payable to engineers working without firemen, shall be maintained and applied in the same manner as the local freight differential.

(j) In computing the first increase in rates of pay effective under Section 1 for engineers, 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 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 three-and-one-half (3-1/2) percent increase shall be applied to daily rates in effect on the day preceding the effective date of the general wage increase provided for in Section 1, 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 July 1, 1997 and July 1, 1999. 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 rates:

(i) Existing basic daily rates of pay other than standard shall be changed, effective as of the dates specified in Sections 1, 4, and 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 existing differential of \$6.00 per basic day in passenger, freight, and yard service, and 6¢ per mile for miles in excess of the number of miles encompassed in the basic day, currently payable to engineers working without firemen, shall be maintained and applied in the same manner as the local freight differential.

(iii) Daily rates of pay, other than standard, of engineers, 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 dates specified in Sections 1, 4, and 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.

Section 9 - General Wage Increases for Dining Car Stewards

(a) Effective on December 1, 1995, all basic monthly rates of pay in effect on June 30, 1995 for dining car stewards represented by the United Transportation Union on the preceding day shall be increased by three-and-one-half (3-1/2) percent.

(b) Effective July 1, 1997, all basic monthly rates of pay in effect on June 30, 1997 for dining car stewards represented by the United Transportation Union shall be increased by three-and-one-half (3-1/2) percent.

(c) Effective July 1, 1999, all basic monthly rates of pay in effect on June 30, 1999 for dining car stewards represented by the United Transportation Union shall be increased by three-and-one-half (3-1/2) percent.

Section 10 - Definitions

The carriers' payment rate for any year for foreign-to-occupation health benefits under the Plan shall mean twelve (12) times the payment made by the carriers to the Plan per month (in such year) per employee who is fully covered for employee health benefits under the Plan. Carrier payments to the Plan for these purposes shall not include the amounts per such employee per month (in such year) taken from the Special Account, or from any other special account, fund or trust maintained in connection with the Plan, to pay or provide for current Plan benefits, or any amounts paid by remaining carriers to make up the unpaid contributions of terminating carriers pursuant to Article III, Part A, Section 1, of the UTU Implementing Document of November 1, 1991, Document A.

Section 11 - Eligibility for Receipt of Signing Bonus, Lump Sum Payments

The signing bonus and lump sum payments provided for in this Article will be paid to each employee subject to this Agreement who has an employment relationship as of the date such payments are payable, or has retired or died subsequent to the beginning of the applicable calendar year used to determine the amount of such payment. There shall be no duplication of the signing bonus or lump sum payments by virtue of employment under another agreement nor will such payments be used to offset, construct or increase guarantees in protective agreements or arrangements.

Section 12 - Calculation of Vacation Pay

The signing bonus and lump sum payments provided for in Sections 2, 3 and 5 of this Article will be included in the earnings of an employee in the determination of vacation allowances due in the year subsequent to their payment.

ARTICLE II - COST-OF-LIVING PAYMENTS

Part A - Cost-of-Living Payments Under National Implementing Document Dated November 7, 1991

The nine-cent cost-of-living allowance in effect beginning July 1, 1995 pursuant to Article II, Part B of the UTU Implementing Document of November 1, 1991, Document A, shall be rolled in to basic rates of pay on November 30, 1995 and such Article II, Part B shall be eliminated at that time. Any amounts paid from January 1, 1996 under the aforementioned COLA provision (effective January 1, 1996) shall be deducted from amounts payable under Article I of this Agreement.

Part B - Cost-of-Living Allowance Through January 1, 2000 and Effective Date of Adjustment

(a) A cost-of-living allowance, calculated and applied in accordance with the provisions of Part C of this Article except as otherwise provided in this Part, shall be payable and rolled in to basic rates of pay on December 31, 1999.

(b) The measurement periods shall be as follows:

<u>Measurement Periods</u>		<u>Effective Date</u>
<u>Base Month</u>	<u>Measurement Month</u>	<u>of Adjustment</u>
March 1995	March 1996	
plus		
March 1997	March 1998	Dec. 31, 1999

The number of points change in the CPI during each of these measurement periods shall be added together before making the

calculation described in Part C, Section 1(e) of this Article.

(c)(i) Floor. The minimum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Minimum CPI Increase That Shall Be Taken Into Account</u>
Dec. 31, 1999	4¢ of March 1995 CPI plus 4¢ of March 1997 CPI

(ii) Cap. The maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment Into</u>	<u>Maximum CPI Increase That Shall Be Taken Account</u>
Dec. 31, 1999	6¢ of March 1995 CPI plus 6¢ of March 1997 CPI

(d) The cost-of-living allowance payable to each employee and rolled in to basic rates of pay on December 31, 1999 shall be equal to the difference between (i) the cost-of-living allowance effective on that date pursuant to this Part, and (ii) the lesser of (x) the cents per hour produced by dividing one-quarter of the increase, if any, in the carriers' 1998 payment rate for foreign-to-occupation health benefits under the Plan over such payment rate for 1993, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, and (y) one half of the cost-of-living allowance effective on December 31, 1999 pursuant to this Part.

Part C - Cost-of-Living Allowance and Adjustments Thereto After January 1, 2000

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

(a) A cost-of-living allowance shall be payable in the manner set forth in and subject to the provisions of this Part, 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 CPI. The first such cost-of-living allowance shall be payable effective July 1, 2000 based, subject to paragraph (d), on the CPI for March 2000 as compared with the CPI for September 1999. Such allowance, and further cost-of-living adjustments thereto which shall become effective as described

below, shall be based on the change in the CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d)(iii), according to the formula set forth in paragraph (e).

Measurement Periods

<u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
September 1999	March 2000	July 1, 2000
March 2000	September 2000	January 1, 2001

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(b) While a cost-of-living allowance is in effect, such cost-of-living allowance shall 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.

(c) The amount of the cost-of-living allowance, if any, that shall 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)(i) Cap. In calculations under paragraph (e), the maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
July 1, 2000	3% of September 1999 CPI
January 1, 2001	6% of September 1999 CPI, less the increase from September 1999 to March 2000

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(ii) Limitation. In calculations under paragraph (e), only fifty (50) percent of the increase in the CPI in any measurement period shall be considered.

(iii) If the increase in the CPI from the base month of September 1999 to the measurement month of March 2000 exceeds 3¢ of the September 1999 base index, the measurement period that shall be used for determining the cost-of-living adjustment to be effective the following January shall be the 12-month period from such base month of September; the increase in the index that shall be taken into account shall be limited to that portion of the increase that is in excess of 3¢ of such September base index; and the maximum increase in that portion of the index that may be taken into account shall be 6¢ of such September base index less the 3¢ mentioned in the preceding clause, to which shall be added any residual tenths of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which shall have become effective July 1, 2000 during such measurement period.

(iv) Any increase in the CPI from the base month of September 1999 to the measurement month of September 2000 in excess of 6¢ of the September 1999 base index shall not be taken into account in the determination of subsequent cost-of-living adjustments.

(v) The procedure specified in subparagraphs (iii) and (iv) shall be applicable to all subsequent periods during which this Article is in effect.

(e) Formula. The number of points change in the CPI during a measurement period, as limited by paragraph (d), shall 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 shall not be counted.)

The cost-of-living allowance in effect on December 31, 2000 shall be adjusted (increased or decreased) effective January 1, 2001 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 (d), in the CPI during the applicable measurement period. Any residual tenths of a point resulting from such division shall be dropped. The result of such division shall be added to the amount of the cost-of-living allowance in effect on December 31, 2000 if the CPI shall have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index shall 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 shall be followed in applying subsequent adjustments.

(f) Continuance of the cost-of-living allowance and the adjustments thereto provided herein 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 Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W 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 during such measurement period.

Section 2 - Payment of Cost-of-Living Allowances

(a) The cost-of-living allowance payable to each employee effective July 1, 2000 shall be equal to the difference between (i) the cost-of-living allowance effective on that date pursuant to Section 1 of this Part, and (ii) the lesser of (x) the cents per hour produced by dividing one-quarter of the increase, if any, in the carriers' 1999 payment rate for foreign-to-occupation health benefits under the Plan over such payment rate for 1998, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, and (y) one-half of the cost-of-living allowance effective July 1, 2000.

(b) The increase in the cost-of-living allowance effective January 1, 2001 pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.

(c) The increase in the cost-of-living allowance effective July 1, 2001 pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.

(d) The procedure specified in paragraphs (b) and (c) shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.

(e) The definition of the carriers' payment rate for foreign-to-occupation health benefits under the Plan set forth in Section 10 of Article 1 shall apply with respect to any year covered by this Section.

(f) In making calculations under this Section, fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

Section 3 - Application of Cost-of-Living Allowances

The cost-of-living allowance provided for by Section 1 of this Part C will not become part of basic rates of pay. Such allowance will be applied as follows:

(a) For other than dining car stewards, 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 of this Agreement. The cost-of-living allowance will otherwise be applied in keeping with the provisions of Section 8 of Article I.

(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.

Section 4 - Continuation of Part C

The arrangements set forth in Part C of this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.

ARTICLE III - DENTAL BENEFITS

Section 1 - Continuation of Plan

The benefits now provided under the Railroad Employees National Dental Plan (Dental Plan), modified as provided in Section 2 below, will be continued subject to the provisions of the Railway Labor Act, as amended.

Section 2 - Eligibility

Existing eligibility requirements under the Dental Plan are amended, effective June 1, 1996, to provide that in order for an employee and his eligible dependents to be covered for Covered Dental Expenses (as defined in the Dental Plan) during any calendar month by virtue of rendering compensated service or receiving vacation pay in the immediately preceding calendar month (the "qualifying month"), such employee must have rendered compensated service on, or received vacation pay for, an aggregate of at least seven (7) calendar days during the applicable qualifying month. Any calendar day on which an employee assigned to an extra list is available for service but does not perform service shall be deemed a day of compensated service solely for purposes of this Section. Existing Dental Plan provisions pertaining to eligibility for and termination of coverage not specifically amended by this Section shall continue in effect.

Section 3 - Benefit Changes

The following changes will be made effective as of January 1, 1999.

(a) The maximum benefit (exclusive of any benefits for orthodonture) which may be paid with respect to a covered employee or dependent in any calendar year beginning with calendar year 1999 will be increased from \$750 to \$1,500.

(b) The lifetime aggregate benefits payable for all orthodontic treatment rendered to a covered dependent, regardless of any interruption in service, will be increased from \$750 to \$1,000.

(c) The exclusion from coverage for implantology (including synthetic grafting) services will be deleted and dental implants and related services will be added to the list of Type C dental services for which the Plan pays benefits.

(d) Repair of existing dental implants will be added to the list of Type B dental services for which the Plan pays benefits.

(e) One application of sealants in any calendar year for dependent children under 14 years of age will be added to the list of Type A dental services for which the Plan pays benefits.

(f) The Plan will pay 80%, rather than 75%, of covered expenses for Type B dental services.

(g) The Plan will establish and maintain an 800 telephone number that employees and dependents may use to make inquiries regarding the Plan.

ARTICLE IV - VISION CARE

Section 1 - Establishment and Effective Date

The railroads will establish a Vision Care Plan to provide specified vision care benefits to employees and their dependents, to become effective January 1, 1999 and to continue thereafter subject to provisions of the Railway Labor Act, as amended, according to the following provisions:

(a) **Eligibility and Coverage.** Employees and their dependents will be eligible for coverage under the Plan beginning on the first day of the calendar month after the employee has completed a year of service for a participating railroad, but no earlier than the first day of January 1999. An eligible employee who renders compensated service on, or receives vacation pay for, an aggregate of at least seven (7) calendar days in a calendar month will be covered under the Plan, along with his eligible dependents, during the immediately succeeding calendar month. Any calendar day on which an employee assigned to an extra list is available for service but does not perform service shall be deemed a day of compensated service solely for purposes of this Section.

(b) **Managed Care.** Managed vision care networks that meet standards developed by the National Carriers' Conference Committee concerning quality of care, access to providers and cost effectiveness shall be established wherever feasible. Employees who live in a geographical area where a managed vision care network has been established will be enrolled in the network along with their covered dependents. Employees enrolled in a managed vision

care network will have a point-of-service option allowing them to choose an out-of-network provider to perform any vision care service covered by the Plan that they need. The benefits provided by the Plan when services are performed by in-network providers will be greater than the benefits provided by the Plan when the services are performed by providers who are not in-network providers, including providers in geographic areas where a managed vision care network has not been established. These two sets of benefits will be as described in the table below.

Plan Benefit	In-Network	Other Than In-Network
One vision examination per 12-month period.	100% of reasonable and customary charges	100% of reasonable and customary charges up to a \$35 maximum
One set of frames of any kind per 24-month period	100% of reasonable and customary charges ¹	100% of reasonable and customary charges up to a \$35 maximum
One set of two lenses of any kind, including contact lenses, per 24-month period.	100% of reasonable and customary charges ²	100% of reasonable and customary charges up to the following maximums: up to \$25 for single vision lenses up to \$40 for bifocals up to \$55 for trifocals up to \$80 for lenticulars up to \$210 for medically necessary contact lenses up to \$105 for contact lenses that are not medically necessary
Where the employee or dependent requires only one lens	100% of reasonable and customary charges ^{2/}	100% of reasonable and customary charges up to a maximum of one-half of the maximum benefit payable for a set of two lenses of the same kind

¹ Patients who select frames that exceed a wholesale allowance established under the program may be required to pay part of the cost of the frames selected.

² Patients may be required to pay part of the cost of spectacle lenses or lens characteristics that are not necessary for the patient's visual welfare. Moreover, patients who choose contact lenses in lieu of spectacles may be required to pay part of a contact lens evaluation fee and part of the cost of fitting and materials.

Section 2 - Administration

The Vision Care Plan will be administered by the National Carriers' Conference Committee, which will bear the same responsibilities and perform the same functions as it does with respect to The Railroad Employees National Dental Plan, including the development of detailed plan language describing the Plan's eligibility, coverage, benefit and other provisions.

ARTICLE V - BENEFITS ELIGIBILITY

Section 1 - Health and Welfare Plan

The Railroad Employees National Health and Welfare Plan ("the Plan") is amended, effective June 1, 1996, as provided in this Section. In order for an Eligible Employee (as defined by the Plan) to continue to be covered by the Plan during any calendar month by virtue of rendering compensated service or receiving vacation pay in the immediately preceding calendar month (the "qualifying month"), such employee must have rendered compensated service on, or received vacation pay for, an aggregate of at least seven (7) calendar days during the applicable qualifying month. Any calendar day on which an employee assigned to an extra list is available for service but does not perform service shall be deemed a day of compensated service solely for purposes of this Section. Existing Plan provisions pertaining to eligibility for and termination of coverage not specifically amended by this Section shall continue in effect.

Section 2 - Vacation Benefits

Existing rules governing vacations are amended as follows effective January 1, 1997:

(a) The minimum number of basic days in miles or hours paid for, as provided in individual schedules, on which an employee must render service under schedule agreements held by the organization signatory hereto to qualify for an annual vacation for the succeeding calendar year shall be increased by fifty (50) percent from the minimum number applicable under vacation rules in effect on the date of this Agreement. The multiplying factors set forth in vacation rules in effect on the date of this Agreement shall be amended to provide that each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacation based on service rendered in the preceding calendar year.

NOTE: It is the parties' intention that, in accordance with application of the multiplying factors set forth in existing

vacation rules as amended above, commencing with calendar year 1997 this subsection would require the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service to qualify for an annual vacation for the succeeding year.

(b) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of injury received on duty will be included. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.

(c) Calendar days on which an employee is compensated while attending training and rules classes at the direction of the carrier will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.

(d) During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.

(e) An employee may make up to two splits in his annual vacation in any calendar year.

(f) An employee may take up to one week of his annual vacation in single day increments, provided, however, that such employee shall be automatically marked up for service upon the expiration of any single day vacation.

(g) Existing rules and practices regarding vacations not specifically amended by this Section, including (but not limited to) scheduling of vacations, shall continue in effect without change.

Section 3

This Article is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

ARTICLE VI - FLOWBACK

Section 1

Upon written request of the organization's authorized representative(s), the carrier shall meet to discuss establishment of a procedure under which any employee who holds train service seniority and is holding a regularly assigned position as a locomotive engineer may exercise his train service seniority rights. Any such procedures that are established shall be on an individual railroad basis and shall be in accordance with the guidelines set forth in Section 2.

Section 2

(a) The number of employees holding regularly assigned positions as locomotive engineers at a location that will be permitted to return to train service under this Article will be limited to the number of qualified and available demoted locomotive engineers at such location on the Option Date, the designated date on which employees may exercise rights hereunder to return to train service. As used in this Article, the term qualified shall be deemed to include (but is not limited to) qualification on the physical characteristics of the territory protected by the regularly assigned positions.

(b) Two Option Dates per calendar year will be designated, which shall be January 1 and July 1 unless otherwise agreed by the parties.

(c) Not less than seven (7) days prior to the Option Date, any employee working as a locomotive engineer who also has trainman seniority rights may file a request with the designated representative of a carrier requesting a return to train service.

(d) Subject to subsection (a), each employee holding a regularly assigned position as a locomotive engineer who has a valid request on file pursuant to subsection (c) will be notified on the Option Date, in seniority order (based upon trainman's seniority date), that his request to return to train service will be granted.

(e) An employee exercising train service seniority rights under this Article will be limited to:

- (1) bidding on vacant positions,
- (2) claiming open positions, or
- (3) displacing the junior employee on extra list(s).

(f) The locomotive engineer positions vacated by those

employees who return to train service hereunder will be filled by the qualified and available demoted engineers at the location involved, consistent with applicable rules governing the filling of such vacancies.

(g) An employee returning to train service under this Article will not be permitted to vacate his locomotive engineer's position until his replacement is available to fill such position.

(h) An employee returning to train service under this Article will be treated, during all time in train service resulting from the exercise of rights granted hereunder, as "non-protected" trainmen ineligible for any form of payment (including guarantees, productivity fund buyouts, allowances and arbitraries) or benefit available to "protected" trainmen under any applicable existing or future crew consist agreements.

(i) An employee returning to train service under this Article will not be permitted to voluntarily return to service as a locomotive engineer until after the next Option Date unless there is no train service position available to the employee at the location involved.

(j) An employee returning to train service under this Article continues to be subject to force assignment back into locomotive engineer service in accordance with applicable agreements.

Section 1

(a) If the parties are unable to agree upon the procedures to implement this Article within ninety (90) days after the date a request is made under Section 1, at any time thereafter during the term of this Agreement either party may submit the matter to final and binding arbitration by serving written notice on the appropriate representative of the other party.

(b) The arbitrator shall be selected by the parties. If they fail to agree within five days from the date notice of the submission to arbitration is received from the moving party, either party may request a list of five potential arbitrators from the National Mediation Board, from which the parties shall choose the arbitrator through alternate striking. The order of such striking shall be determined by coin flip unless otherwise agreed by the parties. The fees and expenses of the arbitrator shall be borne equally by the parties.

(c) The arbitrator shall render a decision specifying the procedure for implementation of Section 1 within thirty (30) calendar days from the date the appointment is accepted, provided, however, that the arbitrator shall have no jurisdiction to alter or deviate from the provisions of Section 2. The arbitrator's decision shall be final and binding and shall be guided by the need

to minimize disruptions to the work force that adversely affect the needs of the service and avoid additional costs to the carrier.

Section 4

This Article shall become effective June 1, 1996 and is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

ARTICLE VII - ENHANCED EMPLOYMENT OPPORTUNITIES

Section 1

In the event that a carrier sells or leases its interest in one or more rail lines to a non-carrier pursuant to a transaction authorized under 49 U.S.C. §10901 (or any successor provision) as to which labor protective conditions have not been imposed by any governmental authority, any employee represented by the organization signatory hereto who (i) as a result of that transaction is deprived of employment with the carrier because of the abolition of his position, and (ii) does not accept employment with the purchaser shall be entitled to the benefits set forth in Section 2.

Section 2

(a) An employee covered by Section 1 shall have the right, in seniority order, to bid on vacant, must fill positions or claim open, must fill positions in train service at any location on the carrier at any time within ninety (90) days after being deprived of employment. Seniority issues associated with the exercise of that right shall be resolved by the carrier and the organization representative or, absent agreement and at the request of either party by written notice served on the appropriate representative of the other party, by final and binding arbitration as provided in subsection (b). Solely for the purpose of this Section, a single train service seniority roster for the carrier shall be developed, in accordance with applicable rules and procedures, no later than September 30, 1996.

(b) The arbitrator shall be selected by the parties. If they fail to agree within five days from the date notice of the submission to arbitration is received from the moving party, either party may request a list of five potential arbitrators from the National Mediation Board, from which the parties shall choose the arbitrator through alternate striking. The order of such striking shall be determined by coin flip unless otherwise agreed by the parties. The fees and expenses of the arbitrator shall be paid under Section 153 of the Railway Labor Act.

(c) An employee exercising rights under this Section who relocates his residence shall receive a relocation allowance of

\$5,000, provided, however, that an employee shall be required to elect between such allowance and any carrier relocation benefits that may be provided to such employee under other existing agreements or arrangements. Such allowance shall be paid in two equal installments: the first payable on the relocation date, and the second ninety (90) days thereafter. Such allowance (or any portion thereof) shall be payable as provided as long as the individual has an employment relationship with the carrier and is still at the new location at the time the payment is due.

NOTE: Employees who presently have extended seniority and who are deprived of employment on their prior right territory(s) as a result of a transaction covered in Section 1, will be covered by the conditions of Section 2(c), provided that any exercise of seniority must be beyond their prior right territory(s), with a minimum of fifty (50) miles distance.

Section 3

In the case of any transaction authorized under 49 U.S.C. §10901 (or any successor provision), the arrangements provided for under this Article shall be deemed to fulfill all of the parties' bargaining obligations that may exist under any applicable statute, agreement or other authority with respect to such transaction, and shall also be deemed to satisfy the standards for the protection of the interests of employees who may be affected by such transaction described in 49 U.S.C. §10901(e).

Section 4

This Article shall become effective June 1, 1996 and is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

ARTICLE VIII - RATE PROGRESSION ADJUSTMENT FOR PROMOTION

Section 1

(a) An employee who is subject to Article IV, Section 5 of the UTU Implementing Document A of November 1, 1991 (Rate Progression - New Hires) on the effective date of this Article shall have his position on the rate progression scale adjusted to the next higher level upon promotion to conductor/foreman or engineer (on a carrier party hereto on which the UTU represents engineers). Such an employee who has already been promoted to conductor/foreman or engineer shall have his position on the rate progression scale adjusted to the next higher level on the effective date of this Article.

(b) The next adjustment to an employee's position on the rate progression scale after the adjustment specified in subsection (a) of this Section shall be made when such employee completes one year of "active service" (as defined by the aforementioned Article IV, Section 5) measured from the date on which that employee would have attained the position on the rate progression scale provided pursuant to subsection (a) of this Section.

Section 2

Local rate progression rules applicable on a carrier that is not covered by the aforementioned Article IV, Section 5 are hereby amended in the same manner as provided in Section 1.

Section 3

This Article shall become effective June 1, 1996 and is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

ARTICLE IX - SENIORITY ACCUMULATION

Section 1

(a) This Section shall apply only to those carriers on which an organization other than the United Transportation Union (UTU) is exercising the exclusive right to represent all locomotive engineers in company-level grievance, claim and disciplinary proceedings.

(b) Sixty (60) days after service of written request on the carrier by the organization's authorized representative(s), any employee with train service or hostler or hostler helper seniority working as a locomotive engineer will be required, during the period of time he is working as a locomotive engineer, to pay monthly dues to the UTU in order to accumulate any additional seniority as conductor, trainman, hostler or hostler helper. The organization shall be responsible for administration of such arrangements.

Section 2

On any carrier on which there are arrangements between the carrier and the UTU on the date of this Agreement that require train service employees to pay full monthly dues to the UTU to accumulate additional seniority as conductor, trainman, hostler or hostler helper while working as a locomotive engineer, such arrangements shall be terminated as follows:

(i) if an organization other than the UTU is exercising the exclusive right to represent all locomotive engineers in company-

level grievance, claim and disciplinary proceedings on such carrier, on the date such other organization terminates its exclusive representation rights; and

(ii) if no organization is exercising the exclusive right to represent all locomotive engineers in company-level grievance, claim and disciplinary proceedings on such carrier, on the effective date of this Article.

Section 1

This Article shall become effective June 1, 1996 and is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

ARTICLE X - TERMINAL COMPANIES

Section 1

(a) The authorized representative of the organization may make a written request to any terminal company party to this Agreement that the seniority roster on such company be placed on the bottom of a contiguous seniority roster of a designated owning line party to this Agreement, with all prior rights and responsibilities maintained. Representatives of the organization, the terminal company, and its designated owning line shall meet within thirty (30) days thereafter to discuss implementation of such request.

(b) If a terminal company has more than one owning line covered by this Article, the terminal company employees (as a group) shall designate the owning line on whose roster all such employees will be placed.

(c) An employee covered by this Article who exercises seniority on the designated owning line shall be treated as a new employee, provided, however, that such employee shall be credited for all of his train and engine service with the terminal company involved for purposes of rules pertaining to vacation qualification and rate progression.

(d) An employee covered by this Article who exercises seniority on the designated owning line shall be governed by the collective bargaining agreement of such owning line.

Section 2

(a) If the parties have not reached agreement within ninety (90) days after receipt of the organization's proposal, either party may refer the matter to final and binding arbitration as set forth in this Section.

(b) The arbitrator shall be selected by the parties. If they fail to agree within five days from the date notice of the submission to arbitration is received from the moving party, either party may request a list of five potential arbitrators from the National Mediation Board, from which the parties shall choose the arbitrator through alternate striking. The order of such striking shall be determined by coin flip unless otherwise agreed by the parties. The fees and expenses of the arbitrator shall be borne equally by the parties.

(c) The arbitrator's jurisdiction shall be limited to unresolved issues concerning how the seniority rights of employees covered by this Article will be established on the designated owning line's seniority roster. The arbitrator's decision shall be rendered within thirty (30) calendar days from the date the appointment is accepted.

Section 3

This Article shall become effective June 1, 1996 and is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

ARTICLE XI - ENHANCED CUSTOMER SERVICE

Article VIII - Special Relief, Customer Service - Yard Crews of the UTU Implementing Document of November 1, 1991, Document A, is amended to read as follows and furthermore shall be applicable to all carriers party to this Agreement:

Section 1

(a) When an individual carrier has a customer request for particularized handling that would provide more efficient service, or can show a need for relaxation of certain specific work rules to attract or retain a customer, such service may be instituted on an experimental basis for a six-month period.

(b) Prior to implementing such service, the carrier will extend seven (7) days advance notice where practicable but in no event less than forty-eight (48) hours' advance notice to the General Chairman of the employees involved. Such notice will include an explanation of the need to provide the service, a description of the service, and a description of the work rules that may require relaxation for implementation. Relaxation of work rules that may be required under this Article shall be limited to: starting times, yard limits, calling rules, on/off duty points, seniority boundaries, and class of service restrictions.

(c) A Joint Committee, comprised of an equal number of carrier representatives and organization representatives, shall

determine whether a need exists, as provided in paragraph (a), to provide the service. If the Joint Committee has not made its determination by the end of the advance notice period referenced in paragraph (b), it shall be deemed to be deadlocked, and the service will be allowed on an experimental basis for a six-month period. If, after the six-months has expired, the organization members of the Joint Committee continue to object, the matter shall be referred to arbitration.

(d) If the parties are unable to agree upon an arbitrator within seven days of the date of the request for arbitration, either party may request the National Mediation Board to provide a list of five potential arbitrators, from which the parties shall choose the arbitrator through alternate striking. The order of such striking shall be determined by coin flip unless otherwise agreed by the parties. The fees and expenses of the arbitrator shall be borne equally by the parties.

(e) The determination of the arbitrator shall be limited to whether the carrier has shown a bona fide need to provide the service requested or can provide the service without a special exception to existing work rules being made at a comparable cost to the carrier. If the arbitrator determines that this standard has not been met, the arbitrator shall have the discretion to award compensation for all wages and benefits lost by an employee as a result of the carrier's implementation of its proposal.

Section 2

This Article shall become effective June 1, 1996 and is not intended to restrict any of the existing rights of a carrier.

ARTICLE XII - DISPLACEMENT

Section 1

(a) Where agreements that provide for the exercise of displacement rights within a shorter time period are not in effect, existing rules, excluding crew consist agreements, are amended to provide that an employee who has a displacement right on any position (including extra boards) within a terminal or within 30 miles of such employee's current reporting point, whichever is greater, must, from the time of proper notification under the applicable agreement or practice, exercise that displacement right within forty-eight (48) hours.

(b) Failure of an employee to exercise displacement rights, as provided in (a) above, will result in said employee being assigned to the applicable extra board, seniority permitting. (The applicable extra board is the extra board protecting the assignment from which displaced.)

(c) In the event force assignment is not compatible with local agreements, prior to implementation, the parties will meet on property to determine an avenue of assignment.

Section 2

This Article shall become effective June 1, 1996 and is not intended to restrict any of the existing rights of a carrier.

ARTICLE XIII - NATIONAL WAGE AND RULES PANEL

Section 1

(a) The parties, realizing the complexities of the changing rail industry and environment, and to alleviate any adversarial relationships emanating from such, agree to establish a non-binding joint review Panel to study and examine those unresolved subjects.

The National Wage and Rules Panel (Panel) shall consist of three (3) partisan members representing the United Transportation Union, three (3) partisan members representing the carriers, and _____, who shall be considered as Chairman. The President of UTU and the Chairman of the National Carriers' Conference Committee (NCCC) shall be ex officio partisan members of the Panel. On any matter, the UTU, NCCC, and the Chairman shall each be deemed to have a single vote.

(b) The parties will assume the compensation and expenses of their respective partisan members. The fees and expenses of the Chairman and any incidental expenses incurred in connection with Panel meetings shall be shared equally by the parties.

Section 2

The Panel is authorized to comprehensively examine the following subjects:

- o System for compensation and related alternatives
- o Quality of Work Life
- o Inter-craft pay relationships
- o Claim and Grievance Handling
- o Flowback
- o Eating en route for road service employees
- o Use of Surplus Employees

- o Employee Utilization .
- o Common Extra Boards
- o Standardized Calling Rules
- o Yard Starting Times
- o Runarounds
- o Road/Yard
- o Entry Rates

Section 3

The Panel shall promptly establish its operating procedures, which shall be designed to review and evaluate the facts regarding the aforementioned subjects and to expedite and enhance the opportunity to reach joint voluntary solutions to matters in dispute between the parties with respect to those subjects. The Panel may, by unanimous vote of the members and with the consent of the respective carrier(s) and General Committee(s) involved, develop and implement pilot projects and similar initiatives that would permit the Panel to test and evaluate, on a limited basis, potential alternatives to existing arrangements that would resolve issues of concern to the parties.

Section 4

(a) If the parties have not reached agreement on issues pertaining to the matters covered by Section 2 by January 1, 1999, the Panel shall make recommendations for disposing of all unresolved issues not later than July 1, 1999. While the Panel's recommendations shall not be considered final and binding, the parties shall exert good faith efforts to utilize those recommendations as a basis for settlement of the issues involved. Notwithstanding any provision to the contrary, the Panel may be dissolved at any time by majority vote of the members.

(b) It is agreed that antecedent proposals exchanged between the parties relating to those items subject to the Panel shall not be considered precedential or cited in further handling of any issue before any tribunal established to resolve disputes under the Railway Labor Act.

ARTICLE XIV - 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 dated November 1, 1994 served by and on behalf of the carriers listed in Exhibit A upon the organization signatory hereto, and the notices dated on or subsequent to November 1, 1994 served by the organization upon such carriers.

(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 December 31, 1999 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) The parties to this Agreement shall not serve nor progress prior to November 1, 1999 (not to become effective before January 1, 2000) any notice or proposal for changing any matter contained in:

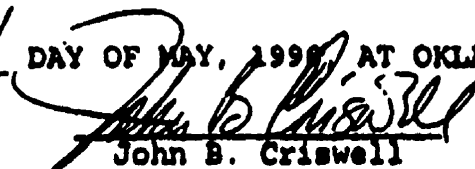
- (1) This Agreement,
- (2) the proposals of the parties identified in Section 2(a) of this Article, and
- (3) Section 2(c) of Article XV of the Agreement of January 27, 1972,

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

(d) The parties to this Agreement shall not serve nor progress prior to November 1, 1999 (not to become effective before January 1, 2000) any notice or proposal which might properly have been served when the last moratorium ended on January 1, 1995.

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

DATED THIS 24 DAY OF MAY, 1999 AT OKLAHOMA CITY, OK.


John B. Criswell
Chairman of Arbitration Board


Preston J. Moore
Member of Arbitration Board


Robert O. Harris
Member of Arbitration Board

May , 1996
#1

Mr. Charles L. Little
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Little:

This confirms our understanding with respect to the general wage increase provided for in Article I, Section 1, and the signing bonus provided for in Article I, Section 2, of Document "A" of the Agreement of this date.

The carriers will make all reasonable efforts to pay the retroactive portion of such general wage increase and the signing bonus as soon as possible and no later than sixty (60) days after the date of this Agreement.

If a carrier finds it impossible to make such payments within that specified time period, such carrier shall notify you in writing explaining why such payments have not been made and indicating when the payments will be made.

Very truly yours,

Robert F. Allen

May , 1996
#2

Mr. Charles L. Little
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Little:

This refers to the increase in wages provided for in Section 2 of Article I of Document "A" of the Agreement of this date.

It is understood that the retroactive portion of that wage increase shall be applied only to employees who have an employment relationship with a carrier on the date of this Agreement or who retired or died subsequent to December 1, 1995.

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

Yours very truly,

Robert F. Allen

I agree:

C. L. Little

May , 1996
#3

Mr. Charles L. Little
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Little:

This confirms our understanding regarding Article I - Wages of Document "A" of the Agreement of this date.

Solely for the purpose of concluding this Agreement, the carriers have agreed to apply the general wage increases provided for therein to mileage rates of pay for miles run in excess of the number of miles comprising a basic day (overmiles) and to compute the lump sums provided for therein without excluding overmiles.

Our agreement to include language providing for such applications shall not be considered as precedent for how such issues should be addressed in the future and is without prejudice to our position that this component of the pay system is inappropriate.

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

Yours very truly,

Robert F. Allen

I agree:

C. L. Little

May , 1996
#4

Mr. Charles L. Little
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Little:

This refers to the Lump Sum Payments provided for in Article I of Document "A" of the Agreement of this date.

Sections 3 and 5 of Article I are structured so as to provide payments that are essentially based on the compensation earned by an employee during a specified calendar year. Section 11 provides that all of these payments are payable to an employee who has an employment relationship as of the dates such payments are made or has retired or died subsequent to the beginning of the applicable calendar year used to determine the amount of such payments. Thus, for example, under Section 3 of Article I, except for an employee who has retired or died, the Agreement requires that an employee have an employment relationship on July 1, 1996 in order to receive that lump sum payment.

The intervals between the close of the measurement periods and the actual payments established in the 1991 National Implementing Documents were in large measure a convenience to the carriers in order that there be adequate time to make the necessary calculations.

In recognition of this, we again confirm the understanding that an individual having an employment relationship with a carrier on the last day of a particular calendar year used to determine the amount of a payment under Section 3 and 5 of Article I will not be disqualified from receiving the payment provided for in the event his employment relationship is terminated following the last day of such calendar year but prior to the payment due date.

Yours very truly,

Robert F. Allen

May , 1996
#5

Mr. Charles L. Little
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Little:

This confirms our understanding that the provisions of Article I, Section 8(a)(ii) and Article II, Part C, Section 1(b) of Document "A" of the Agreement of this date relating to the application of wage increases and cost-of-living allowances to duplicate time payments shall not apply to special allowances expressed in time, miles or fixed amounts of money contained in existing local crew consist agreements that contain moratorium provisions prohibiting changes in such payments.

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

Yours very truly,

Robert F. Allen

I agree:

C. L. Little

May , 1996
#6

Mr. Charles L. Little
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Little:

This confirms our understanding regarding Article V - Benefits Eligibility of Document "A" of the Agreement of this date.

This will confirm our understanding that eligibility criteria in effect on December 31, 1995 governing coverage by The Railroad Employees National Health and Welfare Plan shall continue to apply to employees represented by the organization who hold positions as working General Chairmen, Local Chairmen, and state legislative directors ("local officials"). In other words, the changes in eligibility as set forth in Article V, Section 1 are not intended to revise eligibility conditions for local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

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

Yours very truly,

Robert F. Allen

I agree:

C. L. Little

May , 1996
#7

Mr. Charles L. Little
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Little:

This confirms our understanding regarding Article V - Benefits Eligibility of Document "A" of the Agreement of this date.

This will confirm our understanding that vacation qualification criteria in effect on the date of this Agreement shall continue to apply to employees represented by the organization who hold positions as working General Chairmen, Local Chairmen, and state legislative directors ("local officials"). In other words, the changes in qualification as set forth in Article V, Section 2 are not intended to revise vacation qualification conditions for such local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

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

Yours very truly,

Robert F. Allen

I agree:

C. L. Little

May , 1996
#8

Mr. Charles L. Little
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Little:

During the negotiations which led to the Agreement of this date, the parties had numerous discussions about the relationship between time worked and benefits received. The carriers were concerned that certain employees were not making themselves sufficiently available for work, but due to the then current eligibility requirements such employees remained eligible for health and welfare benefits.

As a result of these discussions, the parties agreed to tighten one eligibility requirement from any compensated service in a month to seven calendar days compensated service in a month (the "seven-day rule"). However, it was not the intent of the parties to affect employees by this change where such employees have made themselves available for work and would have satisfied the seven-day rule but for an Act of God, an assignment of work which did not permit satisfaction of the seven-day rule, or because monthly mileage limitations, monthly earnings limitations and/or maximum monthly trip provisions prevented an employee from satisfying that rule.

Also, where employees return to work from furlough, suspension, dismissal, or disability (including pregnancy), or commence work as new hires, at a time during a month when there is not opportunity to render compensated service on at least seven calendar days during that month, such employees will be deemed to have satisfied the seven-day rule, provided that they are available or actually work every available work opportunity.

However, in no case will an employee be deemed eligible for benefits under the new eligibility requirement if such employee would not have been eligible under the old requirements.

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

Yours very truly,

Robert F. Allen

I agree:

C. L. Little

May , 1996
#9

Mr. Charles L. Little
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Little:

This confirms our understanding with respect to Article VI -
Flowback of Document "A" of the Agreement of this date.

The parties recognize that provisions of this Article may be
in conflict with provisions contained in, or address matters
governed by, existing collective bargaining agreements between the
carriers party to this Agreement and other organizations that
represent the craft and class of engineers.

Accordingly, we are in agreement that implementation of this
Article is expressly contingent upon resolution of such concerns in
a manner satisfactory to the carriers. The carriers further agree
to make all reasonable efforts to resolve those concerns as
expeditiously as possible. Periodically and at any time upon
request by the organization, the carriers will report on the status
and progress of such efforts.

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

Yours very truly,

Robert F. Allen

I agree:

C. L. Little

May , 1996
#10

Mr. Charles L. Little
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Little:

This confirms our understandings regarding Article VIII - Rate Progression Adjustment For Promotion of Document "A" of the Agreement of this date.

1. Such Article is not intended to supplant existing rules that treat employees more favorably with respect to rate progression, including while working as or upon promotion to conductor/foreman or engineer. That is, such rules are preserved and shall continue to apply in lieu of Article VIII.

2. Any promotion adjustment made pursuant to Article VIII shall be applied solely on a prospective basis.

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

Yours very truly,

Robert F. Allen

I agree:

C. L. Little

May , 1996
#11

Mr. Charles L. Little
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Little:

This confirms our understanding regarding Article XI - Enhanced Customer Service of Document "A" of the Agreement of this date.

In recent years the rail freight sector of the transportation market place has taken steps toward a more competitive discipline which, if successful, could point the rail industry toward more growth. The parties to this Agreement are intent on nurturing these improvements. In this respect we mutually recognize that an important reason underlying the recent improvement has been enhanced focus on customer needs and improved service as the framework for working conditions. Increased employee productivity and more immediate responses to customer needs by railroad employees at all levels have been and will continue to be at the very heart of this effort.

In order to continue these recent improvements, the parties intend to respond to customers' needs with even greater efforts. In Article XI, we have developed a framework for achieving our mutual goal of retaining existing customers and attracting new business by providing more efficient and expedient service, including relaxation of work rules specified therein where and to the extent necessary for those purposes. We are also in accord that these undertakings should appropriately recognize the interests of affected employees in fair and equitable working conditions.

This will confirm our understanding that the NCCC Chairman and the UTU President shall promptly confer on any carrier proposal under Article XI that the UTU President deems to be egregiously inconsistent with our mutual intent. Such proposal shall be held in abeyance pending conference and shall not be implemented until adjusted by agreement of the parties or, absent such agreement, resolved by expedited, party paid arbitration as set forth in the attachment hereto.

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

Yours very truly,

Robert F. Allen

I agree:

C. L. Little

May , 1996
#12

Mr. Charles L. Little
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Little:

This confirms our understanding with respect to Document "A" of the Agreement of this date.

The parties exchanged various proposals and drafts antecedent to adoption of the various Articles that appear in this Agreement. It is our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this Agreement will be interpreted and applied as though such proposals and drafts had not been used or exchanged in the negotiation.

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

Yours very truly,

Robert F. Allen

I agree:

C. L. Little

ARTICLE I WAGES

Q-1: Are payments received by employees as a result of Productive Fund buyouts to be included as compensation for the purpose of calculating the signing bonus and lump sum payment provided for this Article?

A-1: No. Such payments are not to be considered as part of the compensation for this purpose.

Q-2: How will an employee be able to verify that he/she has received the full lump sum to which they are entitled pursuant to Sections 2, 3 and 5?

A-2: The carrier will provide the General Chairman with a detailed explanation of the manner in which the signing bonus and lump sums have been calculated. Any employee who believes that his payment is incorrect will, upon request to the carrier, receive an explanation of how such payment was calculated.

Q-3: (1) Do the General Wage Increases provided for in Article I apply to Reserve Board (Fireman) payments established pursuant to Article XIII of the October 31, 1985 National Agreement?

(2) Also to guaranteed extra boards and other reserve board payments which are contained in crew consist agreements?

A-3. (1) Yes.

(2) Yes, except for a carrier on which the applicable crew consist agreement provides that general wage increases will not apply to such payments.

- Q-4:** In calculating an employee's compensation for the 1% signing bonus and subsequent lump sum payments provided for in this Article, what is the basis upon which the percentage is determined?
- A-4:** The employee's "compensation" as used on such employee's carrier to determine vacation pay entitlement in the calendar year so stated beginning January 1 and extending through December 31.
- Q-5:** Are the lump sum payments applicable to employees who are suspended, as well as employees who are reinstated with rights unimpaired?
- A-5:** Yes, because in both cases the employment relationship is maintained.
- Q-6:** Does the December 31, 1999, 4%/5% COLA apply to overmiles?
- A-6:** Yes.
- Q-7:** Will payments received by employees who are available on guaranteed extra lists and/or reserve pools, but not used, be considered when calculating the lump sum payments?
- A-7:** Yes, so long as such payments are subject to general wage increases. This Article does not affect lump sum eligibility provisions in a crew consist agreement.
- Q-8:** An employee had earnings in 1994 and 1995, however, the employee is not currently active due to disability. Is this employee eligible for the signing bonus and 1996 lump sum payment?
- A-8:** Yes, so long as the employee maintains his/her employment relationship with the Carrier, or subsequently retires or dies.

Q-9: Is it a correct understanding that those pay elements which were frozen by the provisions of Article IV, Section 5 of the 1985 UTU National Agreement will not be included in determining an employees base year compensation?

A-9: The employee's "compensation" as used on such employee's carrier to determine vacation pay entitlement in the calendar year so stated beginning January 1 and extending through December 31 will be used in determining an employee's base year compensation.

Q-10: Does an employee's base year compensation include reduced crew allowances and/or Conductor Only payments?

A-10: The employee's "compensation" as used on such employee's carrier to determine vacation pay entitlement in the calendar year so stated beginning January 1 and extending through December 31 will be used in determining an employee's base year compensation.

Q-11: If an employee received a bonus payment from the Carrier when "borrowing out" on other seniority districts, will such payment be included when calculating the lump sum payments provided for in this Article?

A-11: The employee's "compensation" as used on such employee's carrier to determine vacation pay entitlement in the calendar year so stated beginning January 1 and extending through December 31 will be used in determining an employee's base year compensation.

Q-12: How will the lump sums be calculated for an employee who performed service for a Carrier not party to this contract during the years of 1994 and 1995, but currently employed by a Carrier party hereto?

A-12: Only compensation earned on the carrier party to this agreement at which employed on the date payment is due will be credited.

Q-13: What is the definition of "foreign-to-occupation" as used in Section 10?

A-13: Foreign-to-occupation" is defined in Article I, Section 10 to mean "other than on duty".

ARTICLE V - BENEFITS ELIGIBILITY

Section 1 - Health and Welfare Plan

Q-1: In situations where employees are assigned to Reserve Boards or observe Personal Leave Days, will such time be counted toward fulfillment of the seven (7) calendar day requirement for benefit eligibility in the succeeding month?

A-1: This Article does not change existing definitions of the term "render compensated service" for purposes of Plan eligibility.

Q-2: Does the seven (7) day qualifying requirement in the previous month apply to those employees who take a period of family or medical leave authorized and provided for under the Family and Medical Leave Act (FMLA)?

A-2: No. Such period of authorized leave will be treated as if it were a period during which the employee rendered compensated service, subject to the limitations contained on Page 21 of the current Summary Plan Description of The Railroad Employees National Health and Welfare Plan.

Q-3: If an employee has two (2) starts in one calendar day, how many days will he/she be credited with for purposes of fulfilling the seven (7) calendar day qualifying requirement?

A-3: The employee receives credit for each calendar day worked.

- Q-4: How are employees treated with reference to benefit eligibility in cases of off-the-job injury and/or illness?
- A-4: In the same manner as currently being treated by the Plan without change.
- Q-5: How is benefit eligibility handled for employees who are absent?
- A-5: The employee must meet the eligibility requirements to be eligible for benefits in the following month.
- Q-6: How are the provisions of the Health and Welfare Plan affected by the changes benefit eligibility?
- A-6: There is no change.
- Q-7: Do the provisions of Side Letter No. 6 of Document "A" also apply to General Chairpersons, Local Chairpersons and State Legislative Directors ("local officials") who are represented by the UTU Yardmasters Department?
- A-7: Yes, in accordance with Side Letter #4, Document "B".
- Q-8: What was the intent of the parties when increasing the number of qualifying days for health benefit eligibility?
- A-8: The intent was for the employee to render a more proportionate amount of service in a given month so as to be eligible for health benefit coverage in the succeeding month.

- Q-9:** Existing rules on some properties contain monthly mileage limitations, monthly earnings limitations, and/or maximum monthly trip provisions so as to possibly preclude an individual from satisfying the seven (7) day qualifying requirement?
- A-9:** Under these circumstances, it was not the intent of the parties to disqualify the individual for health care benefits, nor was it the parties' intent for the individual to expend vacation days so as to otherwise meet the service requirements.
- Q-10:** Will the new qualifying provisions be applied retroactively to January 1, 1996 so as to disqualify individuals for employee and/or dependant health benefits who were eligible under the previous requirements?
- A-10:** No. As provided in Side Letter #8, Document "A", such provisions shall be applied effective on the first day of the calendar month immediately following the month in which the Agreement is ratified.
- Q-11:** Will mileage equivalents and overtime hours be used in calculating the seven (7) day requirement?
- A-11:** No.
- Q-12:** In situations where employees return to work after periods of extended absence as a result of but not limited to, disability, furlough, suspension, dismissal, leave of absence or pregnancy at a point in a calendar month so as to make it impossible to satisfy the seven (7) day requirement, but make themselves otherwise available or work all of the remaining days in that month, will they qualify for medical benefit coverage in the month next following their return to work?
- A-12:** This is addressed in and will be determined in accordance with the provisions of Side Letter #9, Document "A".

- Q-13:** Does the term "local officials" include local presidents, secretaries, treasurers and legislative representatives who may also be required to lose time from their assignments due to union obligation?
- A-13:** No, local officials are limited to working General Chairmen, Local Chairmen, and state legislative directors.
- Q-14:** Will regular assigned road freight service employees and/or pool service employees who may be prevented from performing service in a calendar month equal to or exceeding the seven (7) calendar days due to, but not limited to acts of god, catastrophe, inclement weather, related industry shutdowns or other traffic pattern conditions be deemed ineligible for health benefits in the succeeding month?
- A-14:** This is addressed in and will be determined in accordance with the provisions of Side Letter #9, Document "A".
- Q-15:** Is it correct that in the event of an employee and/or dependant(s) losing coverage under this rule, such individual will be eligible to continue coverage in accordance with the COBRA rules?
- A-15:** Eligibility for COBRA coverage remains unchanged.
- Q-16:** When does a newly hired employee first become covered for employee and/or dependent health benefits?
- A-16:** This is addressed in and will be determined in accordance with the provisions of Side Letter #9, Document "A".
- Q-17:** Will paid holidays be counted in meeting the qualifying requirement?
- A-17:** This Article does not change existing definitions of the term "render compensated service" for purposes of Plan eligibility.

ARTICLE V - BENEFITS ELIGIBILITY

Section 2 - Vacation Benefits

- Q-1:** In situations where employees are assigned to Reserve Boards or observe Personal Leave Days, will such time be counted toward fulfilling the qualifying requirements for vacation to be taken in the succeeding year?
- A-1:** Yes, with respect to Reserve Boards and Personal Leave Days, if that is the current practice on the individual railroad.
- Q-2:** Is it correct that an employee who works six (6) months in yard service and six (6) months in road service will qualify for a vacation after rendering service amounting to the equivalent of 180 qualifying days commencing January 1, 1997?
- A-2:** There is no change from existing applications concerning employees with road and yard rights.
- Q-3:** How many days must an employee work in 1996 to qualify for a vacation to be taken in 1997?
- A-3:** There is no change in the National Vacation Agreement which will increase the qualifying days in 1996 for a 1997 vacation period. Beginning in 1997, however, employees must meet the new qualifying criteria for a 1998 vacation.
- Q-4:** Are current system agreements providing more than two splits in annual vacations affected by this agreement?
- A-4:** No.
- Q-5:** Are current system agreements providing for more than one week of annual vacation to be taken in single day increments changed by this agreement?
- A-5:** No.

- Q-6:** What procedure should be followed when requesting a single day of vacation?
- A-6:** Employees should follow the established procedure for assigning vacations on the property. Where there is none, the procedures used for scheduling personal leave days should be used.
- Q-7:** Must the Carrier allow the request made by an employee to observe a single day of vacation?
- A-7:** Yes, employees should follow the established procedure for assigning vacations on the property. Where there is none, the procedures used for scheduling personal leave days should be used.
- Q-8:** Will employees be automatically marked up for service upon return from vacation periods of more than a single day?
- A-8:** The new provisions for automatic mark-up apply only when taking vacation in less than one week increments. Otherwise, existing rules and practices continue to apply.
- Q-9:** There are many questions raised with regard to the change in the number of qualifying days. The questions include, but are not limited to, the application of the 1.6 and 1.3 multiplying factors and the determination of the number of accumulated days of service for qualification for extended vacation. How might these questions be resolved?
- A-9:** The parties commit to the formulation of a Vacation Synthesis so as to fully incorporate the changes made in this Agreement and to serve as a guide to resolve these questions and issues.
- Q-10:** When an employee elects to observe one (1) week of vacation in single day increments as provided for in paragraph (f) does that constitute on (1) of the allowable two (2) splits in his/her annual vacation as provided for in paragraph (e)?
- A-10:** Yes.

- Q-11:** Does the term "local officials" include local presidents, secretaries, treasurers and legislative representatives who may be required to lose time from their assignments due to union obligations?
- A-11:** No, local officials are limited to working General Chairmen, Local Chairmen, and state legislative directors.
- Q-12:** In application of paragraph (f), how many days of single day vacations may a yard service and road service employee be permitted to take; five, six or seven days?
- A-12:** This question should be decided on each individual property in accordance with the past practice as to what appropriately constitutes one (1) week of annual vacation.
- Q-13:** Can the employee elect to take vacation in periods of two (2), three (3), or four (4) days, rather than a single day increments?
- A-13:** Yes, employees should follow the established procedure for assigning vacations on the property. Where there is none, the procedures used for scheduling personal leave days should be used.
- Q-14:** If an employee observes a single day of vacation and subsequently becomes ill so as to be unable to work the next day, what must he/she do inasmuch as they are to mark-up for service automatically?
- A-14:** The employee should follow the established procedure for marking off sick.
- Q-15:** Are an employee's obligations under existing rules and practices with respect to protecting service on his assigned off/rest days changed if the employee observes a single day of vacation immediately prior to such off/rest day?"
- A-15:** No.

Q-16: May an employee request a single day of vacation to be taken immediately following a day where he/she was off sick or observing a personal leave day?

A-16: Yes.

ARTICLE VI - FLOWBACK

Q-1: Do the provisions of this Article VI supersede the provisions of Article XIII of the October 31, 1985 National Agreement which requires individuals to exhaust all engine service seniority prior to returning to train service?

A-1: Yes, solely for purposes of exercising rights under Article VI.

Q-2: In Section 1, what does "individual railroad" intend?

A-2: It is intended to mean the territory within the jurisdiction of the individual UTU General Committees. The UTU General Committees having jurisdiction must concur.

Q-3: When implementing the provisions of this Article on "an individual railroad basis", was the intent of the parties that each organization representative would retain their autonomous jurisdiction?

A-3: Yes, it is intended to mean the territory within the jurisdiction of the individual UTU General Committees. The UTU General Committees having jurisdiction must concur.

Q-4: Are the crew consist protected employees returning to train service in Section 2, Paragraph (h), entitled to exercise seniority placement to "blankable" positions?

A-4: No.

Q-5: May the Carrier make the request to implement the provisions of Article VI?

A-5: No. The request to implement these provisions must be made by the authorized representatives of the Organization.

Q-6: What is the definition of "replacement is available" in paragraph (g)?

A-6: An engine service employee who is qualified to protect the service requirements of the assignment being vacated under existing applicable rules.

Q-7: Does this rule affect in any way or change existing rules which permit for the voluntary forfeiture of engine service seniority?

A-7: No. Such rules remain unchanged.

ARTICLE VII - ENHANCED EMPLOYMENT OPPORTUNITIES

Q-1: Should a subsequent separate transaction occur after an initial relocation would the affected employee be allowed to again apply under Section 2?

A-1: Yes.

Q-2: What does "deprived of employment" mean for the purposes of the application of this Article?

A-2: The inability to obtain any possible position to which entitled.

Q-3: Will the resultant seniority roster established per Article VII, Section 2, cause any employee to suffer a loss of seniority on any roster to which they currently have seniority?

A-3: No. Such employee establishes seniority as of the date of service in the vacant, must fill or claim open, must fill position. All existing seniority remains intact.

Q-4: Was it the intent of the parties to include yardmasters for the purposes of the application of this Article?

A-4: Yes, as provided in Side Letter #4, Document "B".

Q-5: In order for an employee to receive the relocation allowance under Section 2(c), is it required that the employee:

(a) Sell his/her existing residence?

(b) Stay/work a minimum amount of time at the new location?

(c) Move thirty (30) or more miles from his former residence?

A-5: (a) No.

(b) To receive the full allowance, the rule requires that the employee be at the new location at the time the second payment is due.

(c) Yes. The note to paragraph (c) requires an exercise of seniority a distance greater than 50 miles.

Q-6: What is the definition of "prior right territory(s)" as set forth in the note to Section 2(c)?

A-6: This is determined on the individual properties in accordance with the applicable rules and/or practices governing seniority.

ARTICLE VIII - RATE PROGRESSION

Q-1: What rate of pay is applicable to employees who are promoted to conductor (foreman) and/or engineer but are working as brakemen (helpers) and/or hostler?

A-1: Once an individual is promoted to conductor (foreman) and/or engineer, that employee receives the applicable rate percentage, regardless of the craft in which they are working, until such time as they reach the next rate step in accordance with Article IV,

- Q-2: An 80% entry rate employee promoting to Conductor March 1, 1996, immediately elevates to the 85% entry rate. On his/her July 1, 1996 hiring anniversary date does the entry rate of that employee increase to 90%?
- A-2: No. The employee goes to 90% on July 1, 1997.
- Q-3: What constitutes "promotion to yardmaster" as contained in Document "B", Article VI - Rate Progression - Section 1?
- A-3: For application of this rule, when an employee has been qualified to work a yardmaster position.
- Q-4: An employee is elevated to the next step in the rate progression upon promotion from brakeman to conductor. Does that employee elevate to the next step upon subsequent promotion to engineer?
- A-4: Yes, where UTU is the certified representative for the craft of locomotive engineer.
- Q-5: If an individual is promoted to conductor and thereby advanced to the next higher wage step, will the wage step be advanced again if later promoted to foreman?
- A-5: No.
- Q-6: Where existing promotion rules or practices provide for the automatic promotion to conductor and engineer upon promotion to either conductor or engineer, will an employee be elevated two (2) steps on the wage scale?
- A-6: Yes.

ARTICLE IX - SENIORITY ACCUMULATION

- Q-1: Are seniority accumulation provisions which are covered by a local crew consist moratorium amended, altered or abrogated by this rule?
- A-1: No.

Q-2: Does this article apply to all craft seniority that remains protected under UTU contracts, including pre-1985 Fireman's Seniority?

A-2: Yes.

Q-3: What is the effect on an individual's seniority if they choose not to comply with the provisions of this Article once enacted, but subsequently meet the requirements?

A-3: The individual accrues seniority only during the months where they are in compliance with the rule provisions.

ARTICLE X - TERMINAL COMPANIES

Q-1: Was it the intent of the parties that yardmasters represented by UTU would receive the same employment opportunities and service credits as train and engine service employees represented by UTU?

A-1: Yes, as provided in Side Letter #4, Document "B".

Q-2: If an agreement presently exists which provides for the placement of terminal company employees on owning line seniority roster, may the Organization Representative make a request under this rule so as to place the terminal company employees on another owning line seniority roster?

A-2: Yes, there would be no prohibition to such a request, provided that an employee placed on an owning line seniority roster pursuant to this Article shall be required to relinquish his seniority on such other owning line roster.

- Q-3:** Are employees who acquire seniority on a Carrier as a result of the implementation of this Article relinquishing any labor protective conditions which may have been imposed by any governmental authority as a result of a sale, lease, merger, or acquisition?
- A-3:** Existing statutory labor protective conditions are not affected by this Article.
- Q-4:** What is the definition of Terminal Company?
- A-4:** This Article is applicable to the carriers listed in Attachment A to the Agreement.

ARTICLE XI - ENHANCED CUSTOMER SERVICE

- Q-1:** What is the intent of the parties with respect to the provision in paragraph (b) which states "... the Carrier will extend seven (7) days advance notice where practicable but in no event less than forty-eight (48) hours advance notice...?"
- A-1:** The intent was for the Carriers to routinely give as much advance notice as possible to the involved UTU General Chairperson(s) prior to implementation of the proposed service under paragraph (a).
- Q-2:** Should the Carrier notify the General Chairperson(s) in writing when and where it intends to establish such service and identify the involved customer?
- A-2:** Yes, and such notification should include the specific rule(s) where relief or relaxation is requested.

- Q-3: What will prevent the Carrier from routinely furnishing the minimum notice under the rule, i.e. 48 hours, prior to implementing the desired service?
- A-3: The intent was for the Carriers to routinely give as much advance notice as possible to the involved UTU General Chairperson(s) prior to implementation of the proposed service under paragraph (a).
- Q-4: Is it the intent of the parties that the Joint Committee referred to in paragraph (c) will be established and meet at the location where the proposed service is to be implemented?
- A-4: The Committee will confer by whatever means are appropriate and practical to the circumstances, including telephonically.
- Q-5: Can the Carrier require a yard crew from one seniority district to meet the service requirements of a customer if such customer is located in road territory in another seniority district on that Carrier within the combination road-yard service zone?
- A-5: The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the UTU President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the UTU President and the NCCC Chairman.
- Q-6: Does this rule permit the use of road crews to perform customer service within switching limits?
- A-6: The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the UTU President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the UTU President and the NCCC Chairman.

- Q-7:** Can the Carrier be considered a customer in the application of this rule?
- A-7:** The word "customer", as used in paragraph (a), was not meant to apply to the Carrier.
- Q-8:** Is there any limitation as to the number of miles a yard crew may be required to travel in road territory in order to provide the customer service contemplated by this rule?
- A-8:** Yes. Yard crews are limited to the minimum number of miles necessary to accomplish the service consistent with the spirit and intent of the parties.
- Q-9:** Where customer service can be accomplished by a road crew, is the Carrier within the intent of the rule to establish the use of a yard crew to perform this work?
- A-9:** The Carrier's use of yard crews must meet the requirements of the rule.
- Q-10:** Does this Article XI supersede the Road/Yard Service zone established under Article VIII; Section 2(c) of the October 31, 1985 National Agreement or the agreed upon interpretations pertaining thereto?
- A-10:** No, this Article amends Article VIII - Special Relief, Customer Service - Yard Crews of the UTU Implementing Document of November 1, 1991, Document A.
- Q-11:** Does Article XI contemplate the use of yard crews from one seniority district or Carrier to perform service for a customer which is located on the line of another Carrier?
- A-11:** It is not the intent of the rule to permit yard crews from one Carrier to substitute for yard crews of another unrelated Carrier.

- Q-12: Are any employee protective provisions applicable to employees adversely affected by the institution of service under Article XI?
- A-12: As set forth in paragraph (e).
- Q-13: Does Article XI contemplate the establishment of split-shifts in yard service?
- A-13: No.
- Q-14: Paragraph (e) requires that the Carrier show a "bona fide" need for the rule relief requested or that it cannot provide the service at a "Comparable Cost" under the existing rules. Will the Carriers burden of proof in this regard be met simply by showing that the customer service can be accomplished at a reduced cost?
- A-14: No, a carrier will also have to demonstrate compliance with Section 1(a).
- Q-15: If a yard crew is providing particularized service to a customer under this rule, may the Carrier properly require the yard crew to provide service to other industries located in the area or along the line?
- A-15: The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the UTU President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the UTU President and the NCCC Chairman.

Q-16: May the Carrier use a road crew to provide service to a customer within the switching limits of a terminal?

A-16: The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the UTU President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the UTU President and the NCCC Chairman.

Q-17: Will a yard crew used in accordance with this Article have its work confined solely to meet the specific service requirements?

A-17: The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the UTU President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the UTU President and the NCCC Chairman.

Q-18: Can Employees of a Carrier who may be restricted by physical disabilities or for disciplinary reasons from performing road service on that Carrier be used to perform such service under this Article?

A-18: No.

Q-19: If a carrier fails to comply with the provisions of Article XI, what remedy is available to employees adversely affected by the carrier's implementation of its proposal?

A-19: The arbitrator is authorized to fashion a remedy appropriate to the circumstances under Section 1(e).

ARTICLE XII - DISPLACEMENT

- Q-1:** On those properties where employees have less than 48 hours to exercise displacement rights, are such rules amended so as to now apply a uniform rule?
- A-1:** No, the existing rules providing for less than 48 hours continue, unless the parties specifically agree otherwise.
- Q-2:** Is an employee displaced under Section 1, electing to exercise seniority placement beyond thirty (30) miles of the current reporting point, required to notify the appropriate crew office of that decision within 48 hours?
- A-2:** Yes.
- Q-3:** How is an employee covered by this Article handled who fails to exercise seniority placement within 48 hours?
- A-3:** Such employee is assigned to the applicable extra board, seniority permitting, pursuant to Section 1(b) and subsequently governed by existing rules and/or practices.
- Q-4:** How long a period of time does an employee have to exercise displacement rights outside the boundaries specified in Section 1(a)?
- A-4:** The rules governing exercise of displacement rights as currently contained in existing agreements continue to apply in this situation.
- Q-5:** What happens if the employee notifies the Carrier that it is the employee's intent to displace outside of the 30 mile limit, then, after 72 hours, the employee is no longer able to hold that assignment?
- A-5:** A new 48-hour period begins.

- Q-6: It is intended that employees who fail to displace within 48 hours be assigned to an extra list where local or system agreements prohibit such assignment due to extra board restrictions and or seniority consideration?
- A-6: See Section 1(c) of Article XII.
- Q-7: Is it the intent of Article XII to impose discipline on employees who fail to exercise seniority within 48 hours?
- A-7: No, Section 1(b) provides that in these circumstances the employee will be assigned to the applicable extra board, seniority permitting. The employee will then be subject to existing rules and practices governing service on such extra board.
- Q-8: Is this rule intended to expand upon the displacement rights of an individual so as to create situations not currently provided for in existing agreements and practices?
- A-8: No.
- Q-9: If an employee notifies the Carrier of their intent to displace beyond the 30 mile limit, can such employee notify the Carrier subsequent to the expiration of the 48 hour period of their desire to displace within the 30 miles?
- A-9: No.
- Q-10: How is the 30 miles limit to be measured -- rail or highway?
- A-10: Highway.
- Q-11: When does the 48 hour time period within which the employee must exercise displacement rights begin?
- A-11: When properly notified under existing rules governing this situation.

ARTICLE XIII - NATIONAL WAGE AND RULES PANEL

Q-1: Can the activities of the panel be stopped at any time during the process and, if so, by what means?

A-1: Yes, in accordance with Section 4(a).

Q-2: Are the parties limited to considering only those items listed in Section 2?

A-2: Yes.

AGREEMENT BETWEEN THE CONSOLIDATED RAIL CORPORATION AND
ITS EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION
UNION (C) and (T)

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AGREEMENT BETWEEN THE CONSOLIDATED RAIL CORPORATION AND
ITS EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION
UNION (C) and (T)

IT IS HEREBY AGREED this 24th day of April, 1997:

ARTICLE I

The following provisions shall become effective sixty days following the Carrier's receipt of written notification of the ratification of this Agreement:

Section A - Rule 45 - Seniority

Rule 45 - Seniority, of the collective bargaining agreement between Consolidated Rail Corporation and United Transportation Union (C) and (T) dated September 1, 1981 is amended and supplemented in accordance with the following provisions:

- (a) The territory of the seven separate Conrail Seniority Districts, including the prior right seniority districts contained therein, shall be combined, and a single System Seniority District shall be established for train service employees.
- (b) Employees holding Conrail train service seniority on one or more of the seven separate Conrail Seniority District Rosters, as of 11:59 p.m. on the day prior to the effective date of the establishment of the System Seniority District Roster shall establish train service seniority throughout the territory of the Conrail System. Employees' names shall be placed on the System Seniority District Roster according to their seniority dates on the separate Conrail Seniority District Rosters. Employees who have established seniority on two or more Conrail Seniority District Rosters shall be placed on the System Seniority District Roster according to the earliest retained date.
- (c) Where employees on two or more separate Conrail Seniority District Rosters have identical seniority dates, the earlier birth date will determine the more senior employee on the System Seniority District Roster.

- (d) Employees who establish System seniority as train service employees in accordance with paragraph (b) above shall retain pre-existing prior rights and prior prior rights to service as train service employees for work opportunities within the separate Seniority Districts.
- (e) Employees hired in train service on or after 12:00 a.m. on the effective date of the establishment of the System Seniority District Roster shall establish train service seniority on the System Seniority District Roster with a date consistent with their entry into train service based on the date they first report to the medical examiner for their physical examination as officially recorded by the medical examiner. When two or more employees report on the same day, the earlier birth date will determine the more senior employee.
- (f) Seniority Rosters for the System Seniority District will be revised as of January 1st of each year and posted no later than April 1st of each year.
- (g) Employees shall have the right to protest their relative standing on the initially posted System Seniority District Roster provided they do so in writing within 180 days after the issuance of the Roster. In the event an employee is off duty for any reason other than furlough at the time such Roster is posted, the time limit of 180 days for filing a protest shall commence on the date the employee reports for service following such posting. Thereafter, no protest or claim for compensation shall be entertained with respect thereto. Employees shall have the right to submit protests regarding subsequent postings of the System Seniority District Roster provided they do so within 90 days after the issuance of the Roster.

Section B - Rule 47 - Assignment

Paragraphs (b) and (d) of Rule 47 - Assignment, of the collective bargaining agreement between Consolidated Rail Corporation and United Transportation Union (C) and (T) dated September 1, 1981 are amended to read as follows:

"(b) When no bids are received for advertised Conductor assignments or if an extra list that protects Conductor assignments is to be increased in accordance with paragraph (e), the vacancy shall be filled in the following order:

1. In inverse seniority order by a Conductor working as other than a Conductor in train service at the location of the vacancy in the same separate Conrail Seniority District where the vacancy exists.

NOTE: If the vacancy or extra list position is at a location that is comprised of territory of more than one separate Conrail Seniority District, and it is not filled from the separate Conrail Seniority District where the vacancy exists in the application of (1), it shall be filled by the junior Conductor (based upon rank on the System Seniority Roster) who is working as other than a Conductor in train service in another separate Conrail Seniority District at the location.

2. In inverse seniority order by a Conductor working as other than a Conductor in train service:
 - a. at the location nearest to the vacancy in the same separate Conrail Seniority District and within 50 miles of the location where the vacancy exists;
 - b. at the location next nearest to the vacancy in the same separate Conrail Seniority District and within 50 miles of the location where the vacancy exists;
 - c. at successive locations in the same separate Conrail Seniority District and within 50 miles of the location where the vacancy exists, proceeding geographically to the location farthest from the vacancy.
3. In inverse seniority order by a Conductor working as other than a Conductor in train service:
 - a. at the location nearest to the vacancy in another separate Conrail Seniority District and within 50 miles of the location where the vacancy exists;
 - b. at the location next nearest to the vacancy in another separate Conrail Seniority District and within 50 miles of the location where the vacancy exists;

- c. at successive locations in another separate Conrail Seniority District and within 50 miles of the location where the vacancy exists, proceeding geographically to the location farthest from the vacancy.
4. In inverse seniority order by a Conductor working as other than a Conductor in train service:
- a. at the location nearest to the vacancy in the same separate Conrail Seniority District and 50 or more miles from the location where the vacancy exists;
 - b. at the location next nearest to the vacancy in the same separate Conrail Seniority District and 50 or more miles from the location where the vacancy exists;
 - c. at successive locations in the same separate Conrail Seniority District and 50 or more miles from the location where the vacancy exists, proceeding geographically to the location farthest from the vacancy.

NOTE: In the application of this paragraph (b), if an employee is not working because the employee has been displaced, said employee shall be considered as being attached to the Seniority District where the employee last held a position.

A Conductor assigned in accordance with this paragraph (b) to an assignment requiring him or her to be qualified on the physical characteristics of the road must complete those qualifications before he or she may mark up for duty on the assignment, and the Conductor may not work any other assignment in the interim. During the qualification period, the assignment will be covered off the extra list.

* * *

(d) When no bids are received for advertised Brakeman assignments, the assignments will be filled in the following order:

1. By the junior Trainman on an extra list at the location of the assignment.

NOTE: If the assignment is at a location that is comprised of territory of more than one separate Conrail Seniority District, and it is not filled from the separate Conrail Seniority District where the assignment exists in the application of (1), it shall be filled by the junior Trainman (based upon rank on the System Seniority District Roster) on another extra list at the location of the assignment.

2. If the assignment is not at the location of the extra list, by the junior Trainman on the extra list that protects the assignment."

Section C - Rule 48 - Displacement and Rule 51 - Furloughed Trainmen

Rule 48 - Displacement, paragraph (h) and Rule 51 - Furloughed Trainmen, of the collective bargaining agreement between Consolidated Rail Corporation and United Transportation Union (C) and (T) dated September 1, 1981, as modified by the Memorandum of Understanding between Consolidated Rail Corporation and United Transportation Union (C) and (T) dated March 15, 1984 and by the Memorandum of Understanding between Consolidated Rail Corporation and United Transportation Union (C) and (T) dated June 2, 1986 shall be modified as follows:

- (a) Paragraph A, Section (3) of the Memorandum of Understanding between Consolidated Rail Corporation and United Transportation Union (C) and (T) dated June 2, 1986 shall be amended and augmented to include the following:

"(3) The territory within which prior prior right, prior right, Conrail Seniority District and System Seniority District Trainmen must exercise seniority will be as follows. The territory described below will be construed to include outpost assignments outside the territory which are protected by an extra list which is headquartered inside the territory.

System Seniority District employees

An employee exercising seniority acquired pursuant to Rule 45(e) will be required to exercise seniority to any available position within fifty miles of the employee's home terminal work location before electing to place himself or herself on a voluntary home terminal furlough."

- (b) Paragraph E of the Memorandum of Understanding between Consolidated Rail Corporation and United Transportation Union (C) and (T) dated June 2, 1986 is amended by adding the following sentence to the end thereof:

" . . . This paragraph E shall not apply to Trainmen who establish System seniority only, who shall be subject to recall to any position within the Conrail Seniority District in which service last was performed."

- (c) Paragraph F, Section (2) of the Memorandum of Understanding between Consolidated Rail Corporation and United Transportation Union (C) and (T) dated June 2, 1986 is amended to read as follows:

"(2) In the event additional Trainmen are needed, the Carrier shall have the option to hire new employees or to force assign employees pursuant to Rule 47 as amended."

ARTICLE II

The following provisions shall become effective January 1, 1998:

Section A - CREW CONSIST

The Crew Consist Agreements between the parties are amended and supplemented in accordance with the following provisions:

Subsection 1 - Reduced Train Crew Allowance

A Trainman with a seniority date between February 19, 1992 and January 1, 1998 (both dates inclusive) shall be entitled to a Reduced Train Crew Allowance of \$4.00 (which shall not be subject to any future wage increases or cost-of-living adjustments except as explicitly provided for in Article III, Section A herein) for each trip or tour of duty during which he or she performs service as a member of a train crew (on other than an independent assignment) consisting of a Conductor-only or a Conductor and a single Brakeman.

Subsection 2 - Personal Leave Days

Trainmen in road freight service not covered by Rule 56 - Holidays of the collective bargaining agreement between Consolidated Rail Corporation and United Transportation Union (C) and (T) effective September 1, 1981 shall be entitled to receive personal leave days on the following basis:

<u>Years of Service</u>	<u>Personal Leave Days</u>
Less than five years	3 days
Five years and less than 10 years	5 days
Ten years and less than 15 years	7 days
Fifteen years and less than 20 years	9 days
Twenty years and more	11 days

Section B - CAR RETARDER OPERATORS

Notwithstanding the fact that such positions are independent assignments, incumbents of Car Retarder Operator positions shall be entitled to a Reduced Train Crew Allowance if and to the extent they are entitled thereto pursuant to Article IV, Section 4(b) of the February 18, 1992 Agreement as amended by Article II, Section A, Subsection 1 and Article III, Section A herein.

Section C - FINAL TERMINAL DELAY - FREIGHT SERVICE

Rule 20(b) of the collective bargaining agreement between Consolidated Rail Corporation and United Transportation Union (C) and (T) effective September 1, 1981, as amended by Article V, Section 2(b) of the June 28, 1985 Agreement, is further amended to read as follows:

"(b) 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 (e.g. $60/16.25=3.7$)."

Section D - DEADHEADING

Rule 54 of the collective bargaining agreement between Consolidated Rail Corporation and United Transportation Union (C) and (T) effective September 1, 1981 is amended to add the following paragraphs:

"(e) Payment for deadheading will be calculated as combined with service pursuant to paragraph (a) and as separate from service pursuant to paragraph (c), and only the lesser monetary amount shall be payable. In the calculation of payment for deadheading on a separate basis with respect to employees hired after June 1, 1985, the provisions of Article V, Section 1(c)(2) of the Agreement dated June 28, 1985 shall apply.

(f) Instructions as to the manner in which deadheading is to be paid for, whether separate or combined, need not be provided or specified."

Section E - INTRASENIORITY AND INTERSENIORITY DISTRICT SERVICE

Rule 24(b) of the collective bargaining agreement between Consolidated Rail Corporation and United Transportation Union (C) and (T) effective September 1, 1981 is amended to substitute "Fifteen days" for "Sixty days" thereby shortening the Rule's advance notice requirement.

Section F - CHANGING SWITCHING LIMITS

Rule 87(a)(1) of the collective bargaining agreement between Consolidated Rail Corporation and United Transportation Union (C) and (T) effective September 1, 1981 is amended to read as follows:

"(1) Where the Corporation considers it advisable to change existing switching limits where yard crews are employed, it shall give notice in writing to the General Chairman of such intention, whereupon the Corporation and the General Chairman shall, within 20 days, endeavor to negotiate an understanding. In the event the Corporation and the General Chairman cannot agree, the dispute shall be submitted, within 40 days following the date of the Corporation's written notice, to a standing Board of Arbitration which shall be established for the purpose. The decision of the Board shall be rendered within 20 days thereafter. The Award of the Board shall be final and binding on the parties and shall become effective thereafter upon 7 days' notice by the Corporation."

Section G - AUTOMATIC MARK-UP

Trainmen who have been granted an authorized absence will be marked up automatically at 7:00 a.m. for duty no earlier than 9:00 a.m. on the day following the last day of authorized absence, if said Trainman is assigned to an extra list that protects through freight service exclusively. Trainmen assigned to extra lists protecting any other class of service will be marked up automatically at 4:00 a.m. for duty no earlier than 6:00 a.m. on the day following the last day of authorized absence. Pool Trainmen will be marked up automatically 24 hours

following the commencement of the last day of authorized absence (which commences when the pool turn goes out), but will not be called except for service in their pool turn. Regularly assigned Trainmen will be marked up automatically for their assignments on the day following their last day of authorized absence.

Section H - SHORT TURNAROUND FREIGHT SERVICE

Rule 11(a) of the collective bargaining agreement between Consolidated Rail Corporation and United Transportation Union (C) and (T) effective September 1, 1981 is amended to read as follows.

"(a) Trainmen in freight service may be called to make short turnaround trips in other than traveling road switcher service with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with a minimum of 130 miles for a day, provided:

- (1) that the mileage of all the trips does not exceed 150 miles;
- (2) that the distance run from the terminal to the turning point does not exceed 50 miles; and
- (3) that Trainmen will not be required to begin work on a succeeding trip out of the terminal after having been on duty nine consecutive hours, except as a new day."

Section I - WORK AND WRECK TRAIN SERVICE

Rule 75 of the collective bargaining agreement between Consolidated Rail Corporation and United Transportation Union (C) and (T) effective September 1, 1981 is amended by adding new paragraphs (g) and (h):

"(g) Trainmen engaged in work train service may handle revenue cars, so long as the performance of such service does not result in the annulment or abolishment of an existing yard or road assignment. When Trainmen on work trains engaged exclusively in road work train service handle revenue cars, all service performed during that tour of duty will be paid at the five-day traveling switcher rate.

(h) Work train assignments may be advertised with a work week of four, ten-hour days with three consecutive rest days. On such an assignment paid on a yard basis, overtime shall be paid for work in excess of ten hours on any day or forty hours in the week. Trainmen engaged exclusively in road work train service will be paid at the through freight rate on the basis of a 162.5 mile day. An extra Trainman called to protect such an assignment for the

entire work week shall assume the status of the regularly assigned Trainman and be compensated accordingly. Such extra Trainman will be returned to the bottom of the extra list when he or she completes the last tour of duty in the work week. Extra Trainmen called to fill a vacancy due to a daily absence of an incumbent work train Trainman will receive overtime pay after eight hours of service. Trainmen receiving ten hours' compensation per day at the straight time rate under this paragraph (h) shall receive vacation credit at 125% for each service day rendered. Except in instances where the Trainman is compensated under Rule 66, in the event a work train assignment with a four-day, ten-hour schedule is annulled, the regularly assigned Trainman shall be paid two hours at the basic daily rate of pay applicable to the assignment."

ARTICLE III

The following provisions shall become effective January 1, 1999:

Section A - REDUCED TRAIN CREW ALLOWANCE

The \$4.00 reduced train crew allowance provided for in Article II, Section A, Subsection 1 of this Agreement shall be increased to \$7.88.

Section B - GUARANTEED EXTRA LISTS

Rule 88 of the collective bargaining agreement between Consolidated Rail Corporation and United Transportation Union (C) and (T) effective September 1, 1981 is amended to read as follows:

RULE 88 - ESTABLISHING EXTRA LISTS AND FREIGHT POOLS

"(a) Freight Pools

- (1) The following shall govern when a freight pool is to be established within 50 miles of an existing freight pool:
 - (A) Ten days prior to the advertisement notice the Local Chairman or Local Chairmen having jurisdiction shall be notified in writing of the location where the freight pool is to be established and the reasons therefor.
 - (B) There must be sufficient work to justify the employment of at least two pool crews to protect the service.

- (C) If the establishment of the pool creates a situation where employees, who are assigned to such pool during a period of 12 months from the date the pool is established, are required to travel a greater distance from their place of residence to the location of the newly established pool, such employees shall be allowed a travel allowance. Such allowance shall be based on the Corporation's authorized automobile mileage allowance for the additional miles traveled. The allowance provided for herein shall be paid only during the period of 12 calendar months from the date the pool is established.
- (2) The following shall govern when a freight pool is to be established in excess of 50 miles from an existing freight pool:
 - (A) The Labor Relations officer shall notify the Local Chairman or Local Chairmen having jurisdiction, in writing, of the location where the freight pool is to be established, and the reasons therefor.
 - (B) There must be sufficient work to justify the employment of at least two pool crews to protect the service.
 - (C) Reasonable conditions concerning moving benefits or a reasonable travel allowance for a period not to exceed 12 months shall be established to apply to employees who may be directly affected because of the establishment of the freight pool.
 - (D) If the Local Chairman or Local Chairmen having jurisdiction and the Labor Relations officer cannot agree on the conditions set forth in subparagraph (2) (C) above within 30 days from the date of the initial notice to the Local Chairman or Local Chairmen, the subject may be forwarded to the next level of appeal.
 - (E) If the General Chairman and the highest appeals officer of the Corporation cannot agree within 90 days from the date of the initial notice to the Local Chairman or Local Chairmen, the subject may be submitted to arbitration on an expedited basis.

(b) Guaranteed Extra Lists

- (1) The Corporation may convert an existing non-guaranteed extra list to a guaranteed extra list, and shall designate any newly created extra list as a guaranteed extra list. The Corporation also may discontinue an extra list. The following shall govern when a guaranteed extra list is to be established within 50 miles of an existing extra list:**
 - (A) Ten days prior to the advertisement notice the Local Chairman or Local Chairmen having jurisdiction shall be notified in writing of the location where the guaranteed extra list is to be established and the reason therefor. Unless the Local Chairman or Local Chairmen are notified otherwise, the newly established guaranteed extra list will protect all jobs on that seniority district whose laying off and reporting points are closer to the location of the newly established guaranteed extra list than to the locations of other extra lists on that seniority district.**
 - (B) There must be sufficient work to justify the employment of at least two extra Trainmen to protect the service.**
 - (C) If the establishment of the guaranteed extra list creates a situation where employees, who are assigned to such guaranteed extra list during a period of 12 months from the date the guaranteed extra list is established, are required to travel a greater distance from their place of residence to the location of the newly established guaranteed extra list, such employees shall be allowed a travel allowance. Such allowance shall be based on the Corporation's authorized automobile mileage allowance for the additional miles traveled. The allowance provided for herein shall be paid only during the period of 12 calendar months from the date the guaranteed extra list is established.**
- (2) The following shall govern when a guaranteed extra list is to be established in excess of 50 miles from an existing extra list:**

- (A) The Labor Relations officer shall notify the Local Chairman or Local Chairmen having jurisdiction, in writing, of the location where the guaranteed extra list is to be established, and the reasons therefor. Unless the Local Chairman or Local Chairmen are notified otherwise, the newly established guaranteed extra list will protect all jobs on that seniority district whose laying off and reporting points are closer to the location of the newly established guaranteed extra list than to the locations of other extra lists on that seniority district.
 - (B) There must be sufficient work to justify the employment of at least two extra Trainmen to protect the service.
 - (C) Reasonable conditions concerning moving benefits or a reasonable travel allowance for a period not to exceed 12 months shall be established to apply to employees who may be directly affected because of the establishment of the guaranteed extra list.
 - (D) If the Local Chairman or Local Chairmen having jurisdiction and the Labor Relations officer cannot agree on the conditions set forth in subparagraph (2) (C) above within 30 days from the date of the initial notice to the Local Chairman or Local Chairmen, the subject may be forwarded to the next level of appeal.
 - (E) If the General Chairman and the highest appeals officer of the Corporation cannot agree within 90 days from the date of the initial notice to the Local Chairman or Local Chairmen, the subject may be submitted to arbitration on an expedited basis.
- (3) The following shall govern the maintenance of guaranteed extra lists:
- (A) Trainmen assigned to an extra list protecting yard service exclusively will be guaranteed 26 basic days' pay at the yard rate if they are assigned to the extra list for the entire month. Trainmen assigned to an extra list which protects any other service will be guaranteed the monetary equivalent of 3,640 miles at the through freight rate, if they are assigned to the

extra list for the entire month. Trainmen assigned to a guaranteed extra list for less than the entire month will be guaranteed the monetary equivalent of a prorated portion of the 26 basic yard days' pay, or a prorated portion of the monetary equivalent of 3,640 miles, whichever is applicable, based on the number of full calendar days so assigned. Extra Trainmen will have one basic yard day's pay or the monetary equivalent of 130 miles, whichever is applicable, deducted from any guarantee payment otherwise due for each day of authorized absence. An extra Trainman who is sick, absent without permission, who misses or refuses a call, or who otherwise is unavailable without permission, will have 20% of the monthly guarantee deducted from any guarantee payment otherwise due for each day of unauthorized absence. If a Trainman is removed from a guaranteed extra list as a result of an adjustment before having been on the extra list at least six days, such Trainman nonetheless shall be entitled to a guarantee predicated upon six basic yard days' pay or the monetary equivalent of 780 miles, whichever is applicable. Guarantee payments will be computed and paid on a monthly basis.

- (B) Each position on a guaranteed extra list will be advertised with one assigned rest day each week. The distribution of assigned rest days throughout the week will be specified by the Carrier consistent with the requirements of the service.
- (C) The Carrier shall determine the number of Trainmen to be assigned to a guaranteed extra list, except that the complement of Trainmen must be sufficient to protect known vacancies. For the purpose of applying this subparagraph (C), "known vacancies" are defined as vacations of a week or more, sickness or injury of a week or more, disciplinary suspensions of a week or more and assignments under advertisement. Local Chairmen are authorized to confer with management regarding the number of Trainmen on guaranteed extra lists, and they shall be afforded access to data regarding the earnings generated by guaranteed extra list(s) for such purpose. Local Chairmen may refer any instance of

an alleged violation of the provisions of this subparagraph (C) involving a complement of Trainmen below the minimum to the General Chairman for handling directly with the Senior Director - Labor Relations. Local Chairmen also may refer instances involving a complement of Trainmen on a guaranteed extra list egregiously in excess of the needs of the service to the General Chairman for discussion with the Senior Director - Labor Relations."

ARTICLE IV - PERSONAL LEAVE DAYS

The following provision shall become effective January 1, 2000:

The Crew Consist Agreements between the parties are amended and supplemented to provide that Trainmen in road freight service not covered by Rule 56 - Holidays of the collective bargaining agreement between Consolidated Rail Corporation and United Transportation Union (C) and (T) effective September 1, 1981 shall be entitled to receive personal leave days on the following basis:

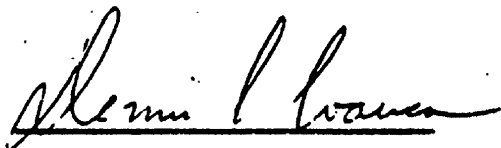
<u>Years of Service</u>	<u>- Personal Leave Days</u>
Less than five years	5 days
Five years and less than 10 years	7 days
Ten years and less than 15 years	9 days
Fifteen years and more	11 days

ARTICLE V - GENERAL PROVISIONS

- A. This Agreement is entered into pursuant to Article XIV, Section 2(e) of the May 8, 1996 Agreement imposed by Arbitration Board No. 559, without prejudice to either party's position regarding the propriety of purported notices which have been served. To the extent such notices may constitute proper notices pursuant to Section 6 of the Railway Labor Act, they are settled and withdrawn.
- B. The parties to this Agreement shall not serve nor progress prior to November 1, 1999 (not to become effective before January 1, 2000) any notice or proposal pursuant to Section 6 of the Railway Labor Act.

SIGNED THIS 24th DAY OF April, 1997

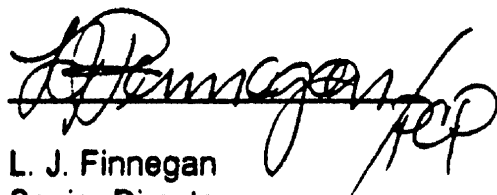
FOR THE CONSOLIDATED
RAIL CORPORATION



Dennis A. Arouca
Vice President
Labor Relations



W. M. McCain
Assistant Vice President
Labor Relations



L. J. Finnegan
Senior Director
Labor Relations

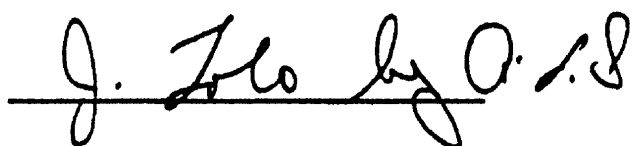
FOR THE EMPLOYEES REPRESENTED
BY THE UNITED TRANSPORTATION
UNION (C) and (T)



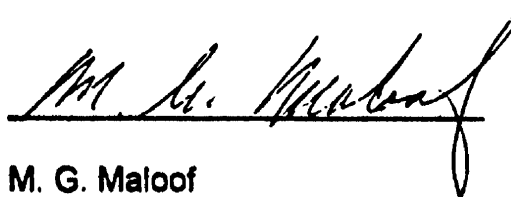
W. A. Beebe
General Chairman



S. F. Dowding
General Chairman



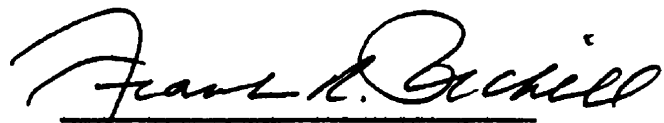
J. Lolo
General Chairman



M. G. Maloof
General Chairman



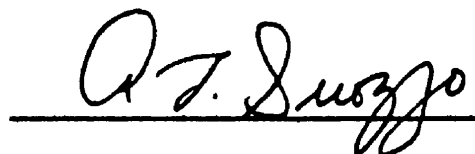
R. C. McVeen
General Chairman



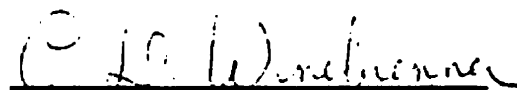
F. R. Pickell
General Chairman



W. J. Reddy
General Chairman

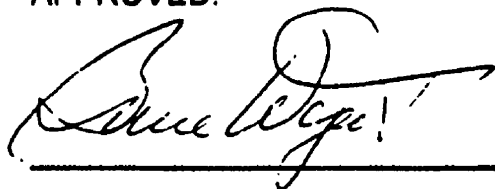


A. L. Suozzo
General Chairman



C. D. Winebrenner
General Chairman

APPROVED:



B. R. Wigent
Vice President

Messrs. W. A. Beebe F. R. Pickell
 S. F. Dowding W. J. Reddy
 J. Lolo A. L. Suozzo
 M. G. Maloof C. D. Winebrenner
 R. C. McVeen
 General Chairmen
 United Transportation Union (C) and (T)

Gentlemen:

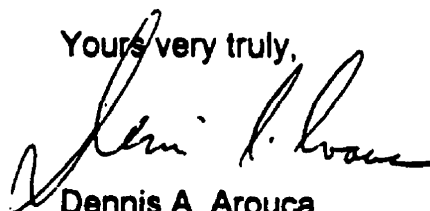
This refers to our discussions of various matters incident to negotiating the Agreement of this date.

The parties recognize that certain issues can be addressed most effectively if a consensus is reached among the Carrier, the United Transportation Union and the Brotherhood of Locomotive Engineers. Accordingly, the Carrier agreed to endeavor to facilitate three-party discussions concerning the following:

- the manner of selection of Trainmen for Engineer Training School;
- the means by which Engineer seniority is established; and
- the use of Engineers working on Trainmen's extra lists.

Please indicate your agreement by signing your names in the spaces provided below.

Yours very truly,



Dennis A. Arouca
Vice President
Labor Relations

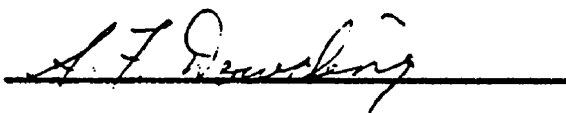
I Agree:



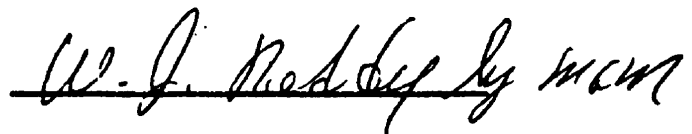
W. A. Beebe
General Chairman



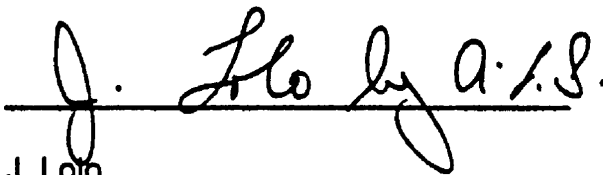
F. R. Pickell
General Chairman



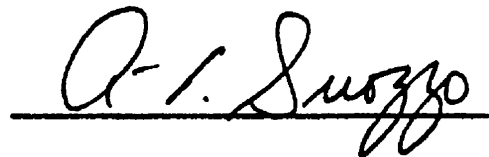
S. F. Dowding
General Chairman



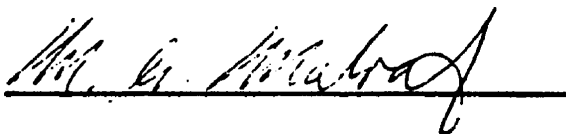
W. J. Reddy
General Chairman



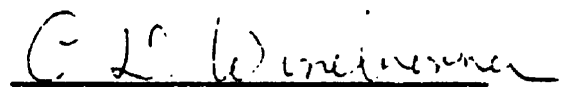
J. Lolo
General Chairman



A. L. Suozzo
General Chairman



M. G. Maloof
General Chairman



C. D. Winebrenner
General Chairman



R. C. McVeen
General Chairman

I Concur:



B. R. Wigent
Vice President

Messrs.	W. A. Beebe	F. R. Pickell
	S. F. Dowding	W. J. Reddy
	J. Lolo	A. L. Suozzo
	M. G. Maloof	C. D. Winebrenner
	R. C. McVeen	
	General Chairmen	
	United Transportation Union (C) and (T)	

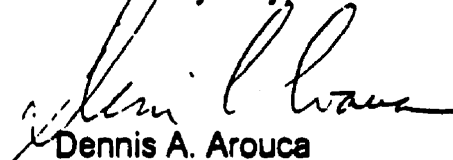
Gentlemen:

This refers to our discussions of various crew consist issues incident to negotiating the Agreement of this date.

We agreed that a process should be maintained to preclude potential abuses involving excessive switching of cars other than those of their own train by Conductor-only through freight crews at initial or final terminals where yard crews are not employed. We reaffirmed that if, in the opinion of the General Chairman, any such abuses occur, the matter will be referred directly to the Vice President-Labor Relations for appropriate action.

Please indicate your agreement by signing your names in the spaces provided below.

Yours very truly,



Dennis A. Arouca
Vice President
Labor Relations

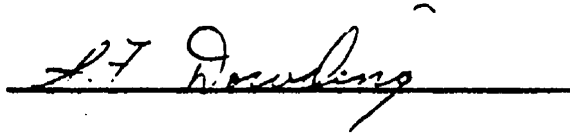
I Agree:



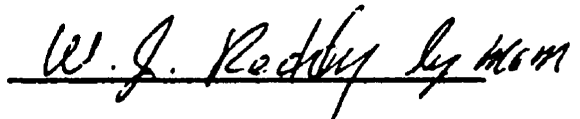
W. A. Beebe
General Chairman



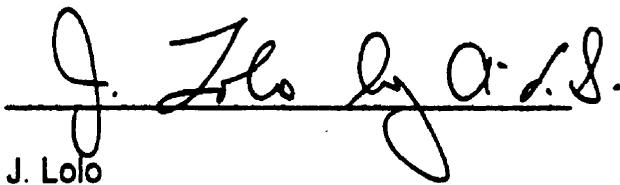
F. R. Pickell
General Chairman



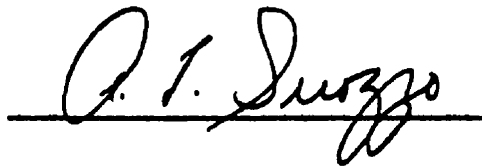
S. F. Dowding
General Chairman



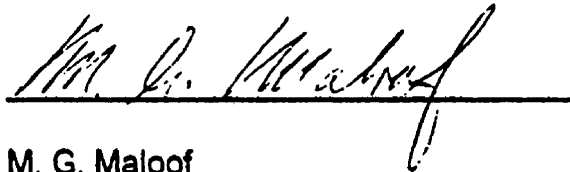
W. J. Reddy
General Chairman




J. Lolo
General Chairman



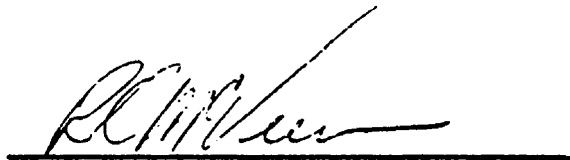
A. L. Suozzo
General Chairman



M. G. Maloof
General Chairman

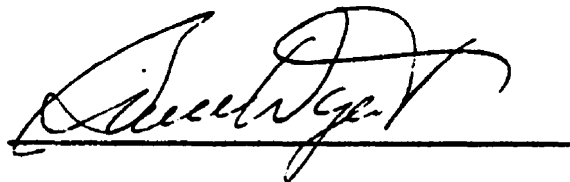


C. D. Winebrenner
General Chairman



R. C. McVeen
General Chairman

I Concur:



B. R. Wigent
Vice President

Messrs. W. A. Beebe F. R. Pickell
 S. F. Dowding W. J. Reddy
 J. Lolo A. L. Suozzo
 M. G. Maloof C. D. Winebrenner
 R. C. McVeen
 General Chairmen
 United Transportation Union (C) and (T)

Gentlemen:

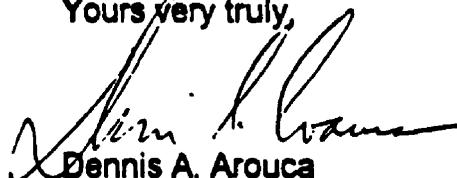
This refers to our discussions of vacation eligibility incident to negotiating the Agreement of this date.

We agreed to clarify the vacation entitlement of non-operating employees who become Trainmen and Trainmen who return to the craft following service as a non-agreement employee or full-time union officer.

Non-operating employees who become Trainmen will have days worked on an annual and cumulative basis under a non-operating craft collective bargaining agreement credited as compensated service for the purpose of qualifying for vacation pursuant to Rule 61 of the collective bargaining agreement between Consolidated Rail Corporation and United Transportation Union (C) and (T) effective September 1, 1981, provided such days worked occurred during a calendar year in which the employee performed a minimum of 200 days of work. Trainmen who return to the craft following service as a non-agreement employee or a full-time union officer will have all days worked on an annual and cumulative basis in such non-agreement or union capacity credited as compensated service for the purpose of qualifying for vacation pursuant to Rule 61.

Please indicate your agreement by signing your names in the spaces provided below.

Yours very truly,


Dennis A. Arouca
Vice President
Labor Relations


I Agree:



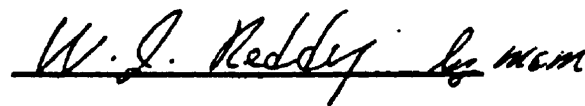
W. A. Beebe
General Chairman



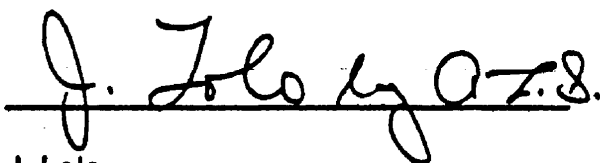
F. R. Pickell
General Chairman



S. F. Dowding
General Chairman



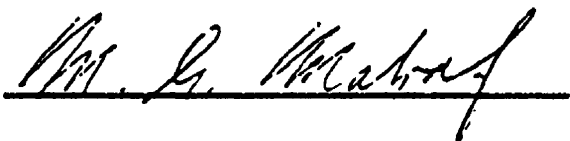
W. J. Reddy
General Chairman



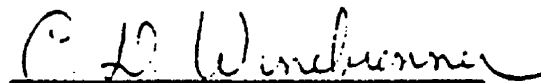
J. Lolo
General Chairman



A. L. Suozzo
General Chairman



M. G. Maloof
General Chairman

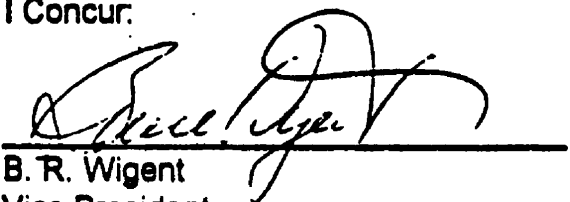


C. D. Winebrenner
General Chairman



R. C. McVeen
General Chairman

I Concur:



B. R. Wigent
Vice President

Messrs.	W. A. Beebe	F. R. Pickell
	S. F. Dowding	W. J. Reddy
	J. Lolo	A. L. Suozzo
	M. G. Maloof	C. D. Winebrenner
	R. C. McVeen	
	General Chairmen	
	United Transportation Union (C) and (T)	

Gentlemen:

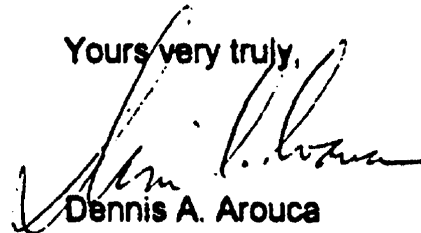
This refers to our discussions which resulted in Article II, Section F - Changing Switching Limits of this Agreement.

We agreed that the procedures we have employed to resolve issues which arise pursuant to Rules 87, 88, 89 and 90 of the collective bargaining agreement between Consolidated Rail Corporation and United Transportation Union (C) and (T) effective September 1, 1981 have imposed a substantial administrative burden on both parties and are unduly time-consuming. Therefore, we have agreed to seek the establishment of a Board with continuing jurisdiction to review matters under these Rules.

This Board will act on an expedited basis and will convene within 30 days of notification from either party of a dispute under a Rule subject to this procedure. Briefs written for submission to the Board shall not exceed five pages. The neutral party will issue a written order within 30 days of the arbitration hearing, and provide the partisan parties with an award in full no later than 60 days subsequent to issuance of the order. The compensation and expenses of the Carrier Member and the Organization Member shall be borne by the Carrier and the Organization, respectively. During periods when the National Mediation Board has suspended funding for neutrals, the parties will bear the neutral party's costs equally.

Please indicate your agreement by signing your names in the spaces provided below.

Yours very truly,


Dennis A. Arouca
Vice President
Labor Relations

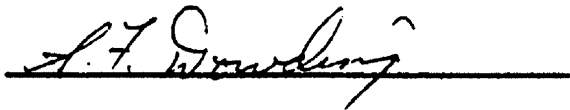
I Agree:



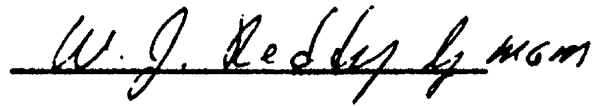
W. A. Beebe
General Chairman



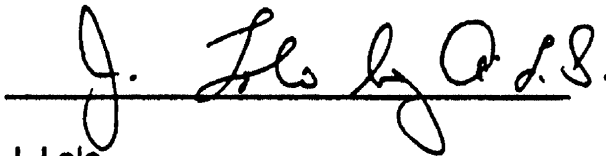
F. R. Pickell
General Chairman



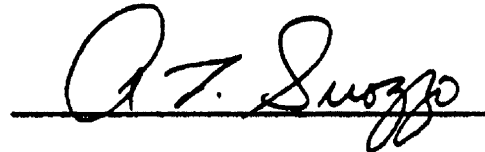
S. F. Dowding
General Chairman



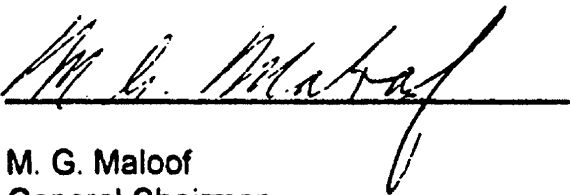
W. J. Reddy
General Chairman



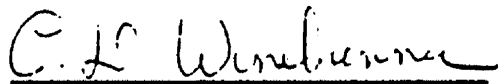
J. Lolo
General Chairman



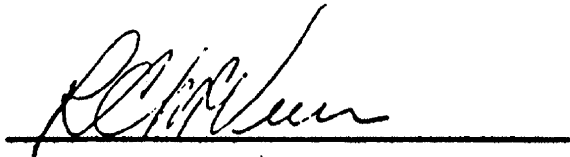
A. L. Suozzo
General Chairman



M. G. Maloof
General Chairman

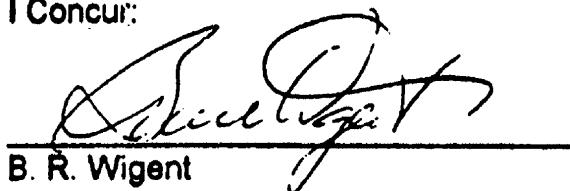


C. D. Winebrenner
General Chairman



R. C. McVeen
General Chairman

I Concur:



B. R. Wigent
Vice President

Messrs. W. A. Beebe F. R. Pickell
 S. F. Dowding W. J. Reddy
 J. Lolo A. L. Suozzo
 M. G. Maloof C. D. Winebrenner
 R. C. McVeen
 General Chairmen
 United Transportation Union (C) and (T)

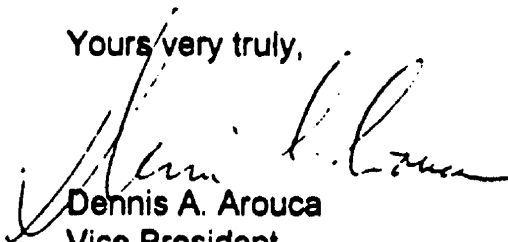
Gentlemen:

This refers to our discussions which resulted in Article II, Section H - Short Turnaround Freight Service of this Agreement.

This will confirm our understanding that Rule 11 of the collective bargaining agreement between Consolidated Rail Corporation and United Transportation Union (C) and (T) effective September 1, 1981, as amended by Article II of this Agreement does not permit the Carrier to call short turnaround service which runs through another terminal with an established extra list.

Please indicate your agreement by signing your names in the spaces provided below.

Yours very truly,

A handwritten signature in dark ink, appearing to read "Dennis A. Arouca", is written over the typed name and title.

Dennis A. Arouca
Vice President
Labor Relations

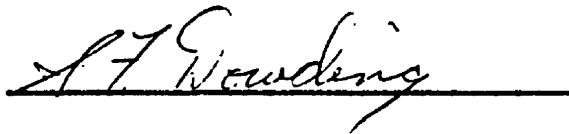
I Agree:



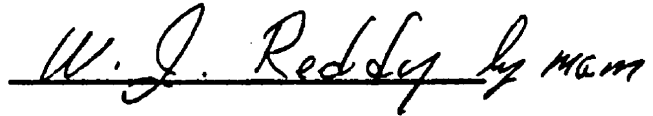
W. A. Beebe
General Chairman



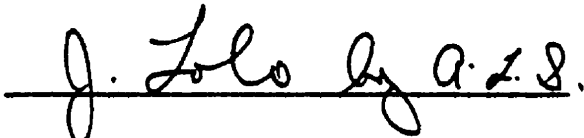
F. R. Pickell
General Chairman



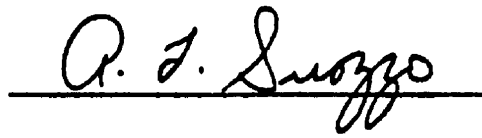
S. F. Dowding
General Chairman



W. J. Reddy
General Chairman



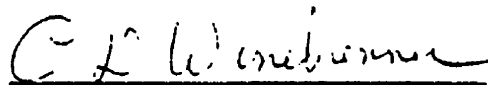
J. Lolo
General Chairman



A. L. Suozzo
General Chairman



M. G. Maloof
General Chairman

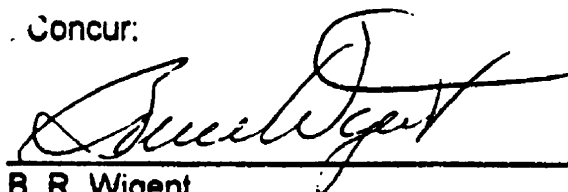


C. D. Winebrenner
General Chairman



R. C. McVeen
General Chairman

Concur:



B. R. Wigent
Vice President

Messrs.	W. A. Beebe	F. R. Pickell
	S. F. Dowding	W. J. Reddy
	J. Lolo	A. L. Suozzo
	M. G. Maloof	C. D. Winebrenner
	R. C. McVeen	
	General Chairmen	
	United Transportation Union (C) and (T)	

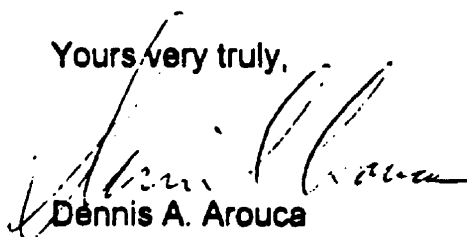
Gentlemen:

This refers to our discussions which resulted in Article III, Section B - Guaranteed Extra Lists of this Agreement. The Organization expressed concerns regarding the method to be employed by the Carrier in converting existing extra lists to guaranteed extra lists.

This will confirm our understanding that the Local Chairman will be provided ten days' notice of such a conversion. It was further understood that the Carrier will not convert more than two extra lists to guaranteed extra lists per month per Division. Finally, it was understood that should the miles encompassed in the basic day be increased by a subsequent agreement, the extra list guarantee for road service (and offsets thereto) would be increased to reflect such a change.

Please indicate your agreement by signing your names in the spaces provided below.

Yours very truly,


Dennis A. Arouca
Vice President
Labor Relations

I Agree:



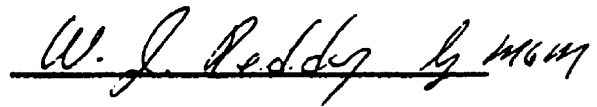
W. A. Beebe
General Chairman



F. R. Pickell
General Chairman



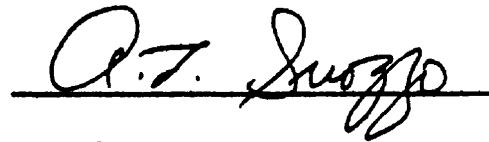
S. F. Dowding
General Chairman



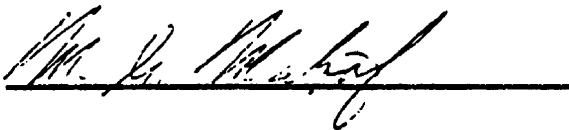
W. J. Reddy
General Chairman



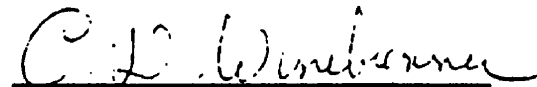
J. Lolo
General Chairman



A. L. Suozzo
General Chairman



M. G. Maloof
General Chairman

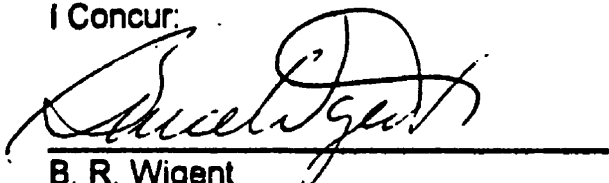


C. D. Winebrenner
General Chairman



R. C. McVeen
General Chairman

I Concur:



B. R. Wigent
Vice President

Messrs. W. A. Beebe F. R. Pickell
 S. F. Dowding W. J. Reddy
 J. Lolo A. L. Suozzo
 M. G. Maloof C. D. Winebrenner
 R. C. McVeen
 General Chairmen
 United Transportation Union (C) and (T)

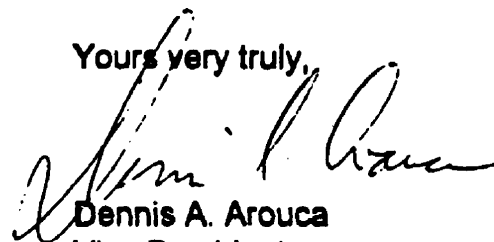
Gentlemen:

This refers to our discussions which resulted in Article III, Section B - Guaranteed Extra Lists of this Agreement.

The Section provides that each position on a guaranteed extra list will be advertised with one assigned rest day each week. This will confirm our understanding that some incumbents of guaranteed extra list positions from time to time may wish to work on their rest day. Such Trainmen may remain marked up during their rest day provided they have contacted the Crew Dispatcher at least 48 hours in advance to make their intention known. Requests made less than 48 hours in advance may be granted at the Crew Dispatcher's discretion.

Incumbents of guaranteed extra list positions will be subject to call until 8:00 p.m. on the day preceding the assigned rest day. Any Trainman accepting a call on the day before his or her assigned rest day who is unable to begin his or her rest day as scheduled will be afforded 22 hours undisturbed rest upon his or her return. Incumbents of guaranteed extra list positions who commence the rest day as scheduled will be marked to the bottom of the extra list automatically in accordance with Article II, Section G of this Agreement. Incumbents of guaranteed extra list positions may be called to work on the rest day. Any such Trainman may refuse the call without any unfavorable mark being placed on his or her employment record.

Please indicate your agreement by signing your names in the spaces provided below.

Yours very truly,

Dennis A. Arouca
Vice President
Labor Relations

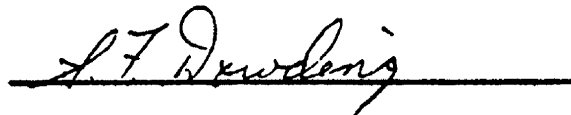
I Agree:



W. A. Beebe
General Chairman



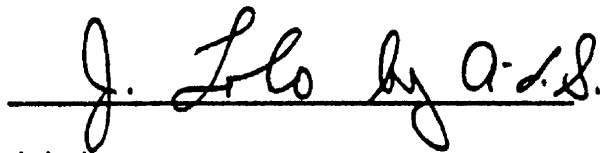
F. R. Pickell
General Chairman



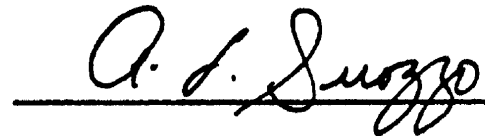
S. F. Dowding
General Chairman



W. J. Reddy
General Chairman



J. Lolo
General Chairman



A. L. Suozzo
General Chairman



M. G. Maloof
General Chairman

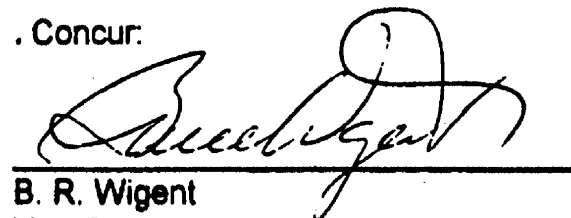


C. D. Winebrenner
General Chairman



R. C. McVeen
General Chairman

. Concur:



B. R. Wigent
Vice President

Messrs.	W. A. Beebe	F. R. Pickell
	S. F. Dowding	W. J. Reddy
	J. Lolo	A. L. Suozzo
	M. G. Maloof	C. D. Winebrenner
	R. C. McVeen	
	General Chairmen	
	United Transportation Union (C) and (T)	

Gentlemen:

This refers to our discussions which led to Article III, Section B - Guaranteed Extra Lists of this Agreement.

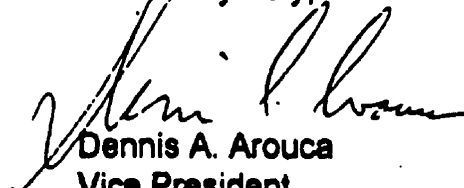
We agreed that the monthly guarantee for yard service will be computed by multiplying the five day yard rate by 26. The monthly guarantee for other guaranteed extra lists will be computed by taking the less than 81 car through freight rate and multiplying by 28. For a guaranteed extra list that protects both Conductor and Brakeman vacancies, the monthly guarantee will be computed based on the ratio of Conductor vs. Brakeman positions protected by the list in the thirty day period prior to the list becoming subject to the provisions of Article III, Section B.

It was recognized that some guaranteed extra list Trainmen may be subject to rate progression. Such Trainmen shall have their guarantee adjusted to reflect their position on the rate progression scale by multiplying the monthly guarantee otherwise applicable by the appropriate rate progression percentage.

We also agreed that earnings in engine service would not be used in the calculation of any guarantee payment due but a Trainman who is working as an Engineer from a guaranteed extra list will be considered as having incurred an authorized absence for purposes of computing the monthly guarantee.

Please indicate your agreement by signing your names in the spaces provided below.

Yours very truly,


Dennis A. Arouca
Vice President
Labor Relations

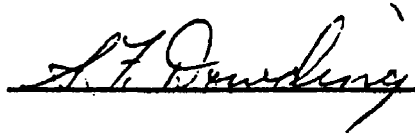
I Agree:



W. A. Beebe
General Chairman



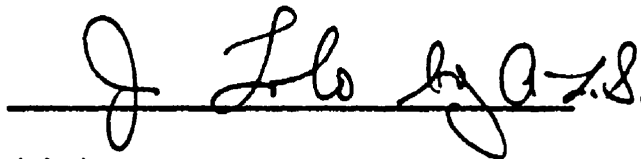
F. R. Pickell
General Chairman



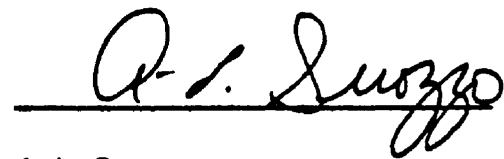
S. F. Dowding
General Chairman



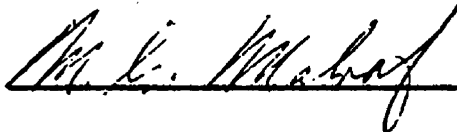
W. J. Reddy
General Chairman



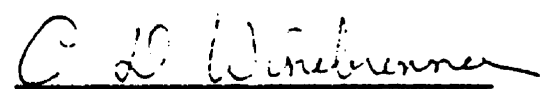
J. Lolo
General Chairman



A. L. Suozzo
General Chairman



M. G. Maloof
General Chairman




C. D. Winebrenner
General Chairman



R. C. McVeen
General Chairman

I Concur:



B. R. Wigent
Vice President

CONRAIL



April 25, 1997

Messrs.	W. A. Beebe	F. R. Pickell
	S. F. Dowding	W. J. Reddy
	J. Lolo	A. L. Suozzo
	M. G. Maloof	C. D. Winebrenner
	R. C. McVeen	
	General Chairmen	
	United Transportation Union (C) and (T)	

Gentlemen:

This refers to our recent discussions of Q. & A. No. 5 of the Interpretative Questions and Answers concerning the June 28, 1985 Agreement between Consolidated Rail Corporation and United Transportation Union (C) and (T).

This will confirm our understanding that Trainmen who are working as Engineers may not exercise train service seniority if they are able to exercise engine service seniority anywhere in the zone where found. We further understand that the Q. & A. refers to the zones as they presently are constituted.

Yours very truly,

W. M. McCain

W. M. McCain
Assistant Vice President
Labor Relations

**AGREED-UPON QUESTIONS AND ANSWERS
TO THE APRIL 24, 1997 AGREEMENT**

ARTICLE I, Section A

Q1: Will the System Seniority Roster replace the Conrail District Rosters?

A1: No. The System Seniority Roster will be posted in addition to, not in lieu of, the posting of the Conrail District Rosters.

ARTICLE I, Section B and Section C

Q2: Does the amendment to Rule 47 affect the right of a Conductor to compensation for training time pursuant to Rule 52?

A2: No.

Q3: Will a Trainman who has been assigned to a vacancy within 50 miles of the location where found subsequently be subject to assignment to another location up to 50 miles from the vacancy to which originally assigned?

A3: The 50-mile limitation applies to the original location where found. A Trainman may be assigned beyond 50 miles only pursuant to Rule 47(b)(4).

ARTICLE II, Section G and ARTICLE III, Section B

Q4: Will the automatic mark-up at 4:00 a.m. or 7:00 a.m. instead of midnight cause a second day to be charged as an authorized absence in the calculation of the extra list guarantee?

A4: No.

ARTICLE II, Section I

Q5: Will the payment of two hours incident to the annulment of a work or wreck train assignment prevent a Trainman from exercising a right to a displacement?

A5: No.

ARTICLE III, Section B

Q6: What rest day is assumed by a Trainman who exercises seniority to a guaranteed extra list?

A6: The Trainman assumes the rest day associated with the position or vacancy to which he or she exercises seniority.

Q7: May a Trainman use an optional displacement as a means of selecting another position on the guaranteed extra list he or she occupies?

A7: No. A separate procedure will be established whereby Trainmen will be permitted once each month to exercise a standing bid for another guaranteed extra list position with a different rest day.

Q8: Will the Carrier's right to regulate the number of Trainmen on a guaranteed extra list limit the right of regularly assigned and pool Trainmen to reasonable mark-off privileges?

A8: No.

Side Letter #8

Q9: What is the monthly guarantee for a guaranteed yard Conductors' extra list?

A9: For a Conductor not subject to entry rates, the monthly guarantee is equal to the yard Conductors' rate (five-day basis) multiplied by 26.