

I N D E X

Rules, Regulations
and Rates of Pay
Governing
Road Engineers

	<u>Page</u>
Apprentice Engineers (Agreement of 11-12-71).....	155
Assignments and Pool Service, First-In First-Out....	33- 34
Attending Court.....	26
Beginning and Ending of Day:	
NW.....	18- 19
Former VGN	19
Bereavement Leave.....	138-139
Calling Crews.....	32- 33
Change in Runs and Displacement Rights.....	38- 39
Combination Road-Yard.....	143-146
Deadheading	23- 26
Detouring Trains.....	23
Dues Deduction.....	107-114
Eating and Sleeping Accommodations.....	47
Engines:	
Supplies	29
Preparing Engines.....	29
Inspection of Engines	29
Fueling Engines	29
Expenses Away From Home	140-143
Freight Service:	
Rates of Pay	5
Classes of Service	5
Local Service	5
Weight on Drivers	5
Guarantees	5- 6
Basic Day	6
Overtime	6
Exception	6
Throwing Switches.....	6- 7
Conversion Rule	7- 8
Initial Terminal Delay Through Freight Service	8- 9
Final Terminal Delay (NW).....	9- 10
Final Terminal Delay (VGN)	10
Arbitrary	11
Health and Welfare	146
Held-Away-From-Home Terminal	20- 21
Hours of Service Law Application	30- 31
Intent of This Agreement	157

I N D E X

Page 2

	<u>Page</u>
Interchange Service	
Yard, Belt Line and Transfer Crews.....	102-103
Interdivisional, Interseniority District, Intradivisional and/or Intraseniority District Service (Freight or Passenger):	
National Rule	60- 62
Interdivisional Time Freight Service	
Bluefield, WV, to Portsmouth, OH	62- 67
Interdivisional Pool Freight Service	
Bluefield, WV, to Portsmouth, OH	67- 72
Interdivisional Pool Freight Service	
Portsmouth, OH, to Bellevue, OH	72- 81
Intradivisional Pool Freight Service	
Roanoke, VA, to Norfolk, VA	81- 90
Interdivisional Pool Freight Service	
Roanoke, VA, to Williamson, WV	90-100
Investigation and Discipline	50- 51
Jury Duty	26- 27
Learning the Road	47
Leave of Absence	47
Merger and/or Coordination Agreements	
As Implemented and Amended	150
Mileage Regulations	42- 46
Miscellaneous	48- 50
More Than One Class of Road Service	21- 23
Paid Holidays	132-138
Passenger Service:	
Rates of Pay	3
Minimum Rates	3
Weight on Drivers	3
Basic Day.....	3
Overtime	3
Seniority	3
Waiving Rights	4
Filling Vacancies Extra Passenger Service	4
Initial Terminal Delay Passenger Service	4- 5
Final Terminal Delay Passenger Service	5
Pay Checks - Home Delivery	155-156
Pay Period and Itemized Print-Out	139-140
Payments to Employees Injured Under Certain Circumstances	146-149
Preamble	1
Preface	1
Promotion - Road and Yard	40- 42

I N D E X

Page 3

	<u>Page</u>
Release Between Terminals	29- 30
Representation.....	1
Rest and Hours of Service Law.....	30
Road Seniority	34
Road Work Trains	34- 35
Road/Yard Movements	103-106
Self-Propelled Machines	143
Short Trips and Turn-Arounds	19- 20
Special Trains and Light Engine Movements	48
Specified Runs	48
Switching:	
Williamson Yard Switching	53
Kenova-Neal Switching	53- 54
Elmore Yard Switching	54- 55
Hagerstown-Vardo	55- 56
Winston-Salem Switching	57
Lone Star-Petersburg Shifter	57- 58
Pusher Service	58
Radford Division-Whitethorne Pusher Service ...	59
Switching At Terminals:	
NW	27- 28
Former VGN	28- 29
Switching Limits	101-102
Switching Service for New and Other Industries....	100-101
Switching Services:	
Mine Switching Service	11
Circleville Road Switchers	12- 13
South Boston Road Switchers	13- 14
Waynesboro Road Switchers	14- 15
City Point Branch Road Switcher	15- 16
Petersburg Road Shifter	16- 17
Naugatuck Mine Run	17- 18
Terms of Agreement	157
Time Limit On Claims.....	52- 53
Use of Radio/Telephones on Locomotives	107
Vacancies and Advertisements:	
Road Service	35- 36
Home Rule	36
Regular Assignment	36- 37
Extra Lists	37
Filling Temporary Engineers' Vacancies	38
Displacement Rights	38
Augmenting Extra List	38
Filling Vacancies (Duke Yard)	38
Vacation Agreement	115-126
Vacation Implementing Agreement	126-129
Application for Vacation Period	130-131

I N D E X

Rules, Regulations
and Rates of Pay
Governing
Yard Engineers

	<u>Page</u>
Apprentice Engineer Agreement	30
Assignments	5
Attending Court	6- 7
Calculating Assignments and Meal Period	6
Calling Crews	28
Change in Runs and Displacement Rights	14-15
Combination Road and Yard	30
Deadheading	28
Detouring Trains	28
Dues Deduction	29
Engines	28
Five Day Work Week	21-28
Health & Welfare and Payments to Employees Injured under Certain Circumstances	30
Interchange Service Yard, Belt Line and Transfer Crews	29
Investigation and Discipline	29
Jury Duty	7
Leave of Absence	29
Lunch Time	6
Merger and/or Coordination Agreements As Implemented and Amended	30
Miscellaneous	4- 5
Paid Holidays	30
Pay Checks - Home Delivery	31
Pay Period and Itemized Printout	30
Point for Beginning and Ending Day	7- 8
Rest and Hours of Service Law	28
Road and Yard Movement	29
Self-Propelled Machines	30
Starting Time	5- 6
Switching Limits	13-14
Switching Service for New and Other Industries	29

I N D E X

Page 2

	<u>Page</u>
Terms of Agreement	31
Time Limit On Claims	29
Use of Radios/Telephone on Locomotives	29
Vacancies and Advertisements:	
Yard Service	15-16
Regular Assignment	16-17
Extra List	17-18
Filling Temporary Engineer Vacancies	18
Displacement Rights	18
Augmenting Extra List(s)	30
Vacation Agreement	30
Yard Seniority	8-10
Yard Service:	
Rates of Pay	1
Weight on Drivers	1
Differential	1
Basic Day	1
Overtime	1- 3
Arbitraries	3- 4
Exception	4
Yard Work Trains:	
Five Day	20
Six Day	10

NORFOLK AND WESTERN RAILWAY COMPANY

PREFACE

In the application of this Agreement, it is understood that the existing duties and responsibilities of engineers will not be assigned to others. It is further understood that a second engineer is not required in multiple-unit service where the engineer operates the locomotive from one cab with one set of controls.

PREAMBLE

In compiling agreements, rules and understandings for inclusion in this Agreement, the parties hereto exercised due care; however, the possibility of omission or error may exist. Should a dispute arise between the parties involving an agreement, rule or understanding omitted from this Agreement, or an error in reproduction herein, the original source document for this Agreement shall govern.

All National Agreements to which the parties hereto are signatory, but which may not be fully reproduced herein, are by reference made a part of this Agreement as though fully reproduced herein.

REPRESENTATION

The general committee of BLE will represent all locomotive engineers in the making of contracts, rules, rates and working conditions and interpretations thereof.

The right of any engineer, fireman or hostler to have the regularly constituted committee of his organization represent him in the handling of his grievances, under the recognized interpretation placed upon the schedule involved by the officials of the Company and the general committee making the same, is conceded.

RULES REGULATIONS
AND RATES OF PAY
GOVERNING
ROAD ENGINEERS

ARTICLE 1

PASSENGER SERVICE

1. (a) Rates of Pay

Wage sheets based on rates of pay in effect on July 1, 1980, will be furnished the General Chairman for distribution to each engineer. As soon as practicable after each subsequent change in rates of pay, Carrier will furnish new rate sheets for distribution as provided above.

(b) Minimum Rates

In all passenger service, the earnings from mileage, overtime or other rules applicable, for each day service is performed, shall be not less than \$76.18 for engineers.

(c) Weight on Drivers

Engineers on locomotives in passenger service to be paid the rates shown in rate tables, based upon weight on drivers. In the application of the rates for various driver weights the total weight on drivers of all units shall be the basis for establishing the rate.

2. Basic Day

One hundred (100) miles or less (straight-away or turn-around), four (4) hours or less, shall constitute a day's work; miles in excess of one hundred (100) will be paid for at the mileage rate provided, according to class of engine.

3. Overtime

(a) overtime on passenger runs will be paid for on the basis of twenty-five (25) miles per hour.

(b) Overtime in all passenger service shall be paid for for on the minute basis, at a rate per hour of not less than one-eighth (1/8) of the daily rate herein provided, according to class of engine.

4. (a) Seniority

Engineers will be privileged to exercise their seniority rights in both passenger and freight service. Engineers going into any service must qualify for it at their own expense.

(b) Waiving Rights

Engineers entitled to extra passenger service may waive their rights to this service.

Extra passenger engineers who relinquish their rights to extra passenger service will not be permitted to re-enter passenger service for use as extra passenger engineer until after a period of thirty (30) days. When an extra passenger engineer relinquishes rights to extra passenger service under the provisions of this paragraph, he may thereafter be used in emergency as a passenger engineer but such emergency service will not establish rights as an extra passenger engineer.

(c) Filling Vacancies Extra Passenger Service

At points where road extra lists are established, all passenger train vacancies will be manned by extra passenger engineers assigned to the road extra list and will be run on a first-in first-out basis.

However, if a vacancy continues in excess of 5 calendar days the senior qualified passenger engineer holding a regular freight assignment may on the expiration of the 5th calendar day request to be placed on such run provided such request is made prior to the calling time of the next scheduled trip of the passenger run.

5. Initial Terminal Delay Passenger Service

(a) Initial terminal delay shall be paid on a minute basis to engineers in passenger service after one (1) hour's unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal ("terminal" means passenger station or other starting point from which the train actually departs), at one-eighth (1/8th) of the basic daily rate, according to class of engine used, 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 arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

Where mileage is allowed between the point of reporting and the point of departure, each mile so allowed will extend by three (3) minutes the one (1) hour period after which initial terminal delay payment begins.

(b) 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.

(c) 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.

6. Final Terminal Delay Passenger Service

See Final Terminal Delay, Article 2-8 under Freight Service.

ARTICLE 2

FREIGHT SERVICE

1. (a) Rates of Pay

Wage sheets based on rates of pay in effect on July 1, 1980, will be furnished the General Chairman for distribution to each engineer. As soon as practicable after each subsequent change in rates of pay, Carrier will furnish new rate sheets for distribution as provided above.

(b) Classes of Service

Rates of engineers in through and irregular freight, pusher, helper, mine run or roustabout, work, wreck, construction, snowplow, circus train, trains established for the exclusive purpose of handling milk, and all other unclassified service shall be according to rate sheets.

(c) Local Service

For local or way freight service, fifty-six (56) cents per one hundred (100) miles or less for engineers, shall be added to the through freight rates, according to class of engine; miles over one hundred (100) to be paid for pro rata.

(d) It is understood that mixed trains will be paid freight rates.

(e) Weight on Drivers

Engineers on locomotives in freight service to be paid the rates shown in rate sheets based upon weight on drivers. In the application of the rates for various driver weights the total weight on drivers of all units shall be the basis for establishing the rate.

(f) Guarantees

The minimum daily earnings from all sources, for each day to which service payments are credited, of locomotive

engineers (motormen) in local freight, mine run, wreck, helper and road switcher (not including pool, chain gang or converted) service, and not now subject to other guarantees, shall be \$82.44.

Note: The term "local freight service" includes road service paid local freight rates, subject to the exclusions set forth above.

(g) Engineers on work trains will be considered on duty every week day, regardless of the weather, except when relieved at terminals, and when on line of road will be allowed pay for Sundays when not permitted to go home. If permitted to go home, transportation will be furnished.

2. Basic Day

In all classes of services covered by this article one hundred (100) miles or less, eight (8) hours or less (straight-away or turn-around), shall constitute a day's work; miles in excess of one hundred (100) will be paid for at the mileage rates provided, according to class of engine or other power used.

Miles run on any branch line shall be added to the miles of the straight-away or turn-around trip as the case may be.

3. Overtime

On runs of one hundred (100) miles or less overtime will begin at the expiration of eight (8) hours; on runs of over one hundred (100) miles overtime will begin when the time on duty exceeds the miles run divided by 12k. overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths (3/16) of the daily rate, according to class of engine or other power used.

4. Exception

Road engineers called upon to perform yard service will receive road or yard rate, whichever is the greater.

5. Throwing Switches

Engineers will not be required to throw switches when other employees are assigned to their train.

When no employees are assigned to their train, and they are required to throw a switch(es), they will be allowed one hour at the same rate of pay as that paid for the trip. Such allowance will be in addition to all other pay and allowances and will be allowed only one (1) time during a tour of duty.

6. Conversion Rule

(a) Engineers in through or irregular 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 picking up and/or setting off exceeds one hour and thirty minutes in the aggregate for the entire trip during any one trip or tour of duty will be paid local freight rates for the entire service performed. The following shall not be considered picking up and/or setting off cars for the purpose of this rule:

- (1) Picking up or setting off cabins or caboose cars at initial or final terminal.
- (2) Picking up cars at first point or setting off cars at last point at which cars are picked up or set off respectively, within the initial or final terminal.
- (3) At foreign line junction points not exceeding four in number, when interchange cars only are picked up and/or set off.
- (4) Setting out defective cars at any point.
- (5) Doubling hills.
- (6) Setting out or picking up cars (but not setting out and picking up at the same point) for the purpose of adjusting the tonnage of the train to establish engine ratings.

Except as provided in Item (6) above, picking up and/or setting off cars at one point between the time train is stopped and the entire train is coupled up and ready to start shall constitute picking up and/or setting off cars at one "point" for the purpose of this rule.

(b) Engineers required to do station switching will be paid local or way freight rates. Switching necessary in picking up cars will not be considered "station switching". Switching for the purpose of placing at

loading or unloading places cars other than cars loaded with livestock or highly perishable freight, will be considered "station switching". If, in order to set out car or cars clear of main line, it is necessary to move from "spot" a car or cars that are set for loading or unloading, such car or cars will be replaced on "spot" and so doing will not be considered "station switching".

(c) In passenger or through or irregular freight service where commercial LCL freight and/or company material in excess of 2,000 pounds is loaded or unloaded by the engine or train crew during the entire trip engineers will be paid local freight rates.

(d) Engineers in pusher (helper) service on the P&D District of the Pocahontas Division will be paid local or mine run rate of pay if any train they assist during their tour of duty qualifies for such rate of pay.

(e) There shall be no conversions except as specifically covered by this rule.

7. Initial Terminal Delay Through Freight Service

(a) Initial terminal delay shall be paid on a minute basis to engineers in through freight service after one (1) hour and fifteen (15) minutes' unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal, at one-eighth (1/8) of the basic daily rate, according to class of engine used, 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 arbitrary allowance of any kind is paid shall 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.

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 one (1) hour and fifteen (15) minutes after which initial terminal delay payment begins.

NOTE: The phrase "through freight service" as used in this rule does not include pusher, helper, mine run, shifter, roustabout belt line, transfer, work, wreck, con-

struction, circus train (paid special rates

-8-

ARTICLE 2

or allowances), road switcher, district runs, local freight and mixed service.

(b) 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.

(c) 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.

8.(a) Final Terminal Delay (NW)

Engineers arriving at terminal points, if delayed thirty (30) minutes, will be paid one (1) hour at the pro rata rate appropriate to the service; after one (1) hour and thirty (30) minutes, two (2) hours, and so on for every consecutive hour. This to be applied only when road overtime has not commenced. The necessary running time through yard limits is not to apply as a delay.

The following running time has been specified through the various yards on the system as a basis for computing terminal delay, thirty (30) minutes over this specified time entitles crews on a mileage basis to one (1) hour at the pro rata rate, provided such crews are not already on road overtime:

Gilmerton to Lamberts Point, 1 hour and 35 minutes.

Gilmerton to Norfolk, 55 minutes.

Petersburg, 20 minutes.

Crewe, 20 minutes

Island, 15 minutes (from Lynchburg Tower).

Durmid to Island, 45 minutes (Durham Line trains).

Duke, 10 minutes.

Shenandoah, 10 minutes.

Hagerstown, 15 minutes.

*Hagerstown, passenger service, 15 minutes

Winston-Salem, 20 minutes.

Roanoke, Norfolk Division trains, 20 minutes.

Roanoke, Winston District trains, 30 minutes.

Roanoke, Shenandoah District trains, 20 minutes.

Roanoke, Radford Division trains, 10 minutes.

*Roanoke (all districts), passenger service, 20 minutes.

Radford, 10 minutes.

Pulaski, 10 minutes.

Bristol, 10 minutes.

Bluefield, eastbound trains, 30 minutes.

Bluefield ', westbound trains, 30 minutes.

All other Pocahontas Division Yards, 30 minutes.

Portsmouth Eastbound Trains, 30 minutes.

Portsmouth Westbound Trains, 15 minutes.
Kenova, 15 minutes.

Joyce Avenue, 30 minutes.
*Columbus, passenger service, 20 minutes.
Clare, 30 minutes.
*Cincinnati, passenger service, 12 minutes.

(*) Terminal delay starts after train stops at
Passenger Station.

In the application of 8(a) of this Article 2, if the train is not on overtime on arrival at the final terminal but the overtime period commences before final release, terminal delay earned up to the period when road overtime commences will be allowed at pro rata rates, but time thereafter shall be paid for as road overtime.

EXAMPLES

Required to report at A..... 7:00 A.M.
Leaves A at 7:30 A.M. and runs to B-100 miles
Arrives at B..... 2:10 P.M.
Running time through yard..... 30 minutes
Final terminal delay ceased at 3:00 P.M.
Relieved at B..... 3:10 P.M.

Compensation: 100 miles plus 1 hour final terminal delay at pro rata rates and 10 minutes road overtime at a rate per hour of 3/16 of the daily rate.

Required to report at A..... 7:00 A.M.
Leaves A at 7:30 A.M. and runs to B-100 miles
Arrives at B..... 2:10 P.M.
Running time through yard..... 30 minutes
Final terminal delay ceased at..... 3:00 P.M.
Relieved at B..... 3:10 P.M.

Compensation: 100 miles plus 10 minutes road overtime at a rate per hour of 3/16 of the daily rate.

NOTE: In the application of this 8(a) of this Article 2, its provisions are not to be extended to service to which prior to January 1, 1918, the Terminal Delay Rule was not applied.

(b) Final Terminal Delay (Former VGN)

If an engineer is not relieved or cannot bring engine to the roundhouse within thirty (30) minutes after time of arrival, he will be paid for the time of delay at the overtime rate applicable to time delay occurs. This does not apply to work trains, wreck trains or helping engines.

INTERPRETATION: Time of arrival means time train arrives at main track switch customarily used to head in yard lead or yard track.

-10-

ARTICLE 2

9. Arbitrary

This paragraph supersedes Article VI, National Mediation Case A-5464, of the National Agreement dated July 18, 1957:

Engineers on diesel engines who are required to switch units in their consist or to pick up and/or set out one or more units will be allowed thirty (30) minutes at pro rata rate of pay if they are required to make the necessary disconnections and/or connections as required by the Operating Department:

NOTE: This arbitrary will not apply when a diesel unit or units are set off or picked up account of mechanical failure of such unit or units or when a unit or units are cut off for the purpose of performing switching service at an intermediate point or points and then recoupled. In no event will more than thirty (30) minutes be allowed for coupling and/or uncoupling one or more units at the same general location.

The above is not intended to infer or convey a contractual right to the service referred to herein.

ARTICLE 3

SWITCHING SERVICES

1. Mine Switching Service

Mine switching means the handling of cars to or from mines and the work involves switching to place or pick up such cars, but if crews are simply required to set off or pick up cars on mine tracks the freight rate governs.

For mine switching service fifty-six (56) cents per one hundred (100) miles or less, shall be added to the through freight rates, according to class of engine; miles over 100 to be paid for pro rata.

This section applies to all service, including Elkhorn service, but shall not apply to pushers or helpers except where mine switching is performed by them or they assist in the making up of a train. However, this or no other additional payment will be made for pusher or helper crews handling cabooses.

Working conditions heretofore applicable to crews engaged in mine switching service, Elkhorn service, and pusher

or helper service are to be continued unchanged.

NOTE: See Article 20 for Mine Run Displacement Rights.

2. Circleville Road Switchers

(a) Road switcher service may be established at Circleville, OH.

(b) Engineers in this service will be paid local rates of pay.

(c) The following rules will not apply to this service:

(1) Short Trips and Turnaround Rule.

(2) Switching at Terminal Rule.

(3) Initial and Final Terminal Delay Rules.

(d) Engineers in this service will have an assigned starting time which may be changed one time in a calendar day. They may be required to operate back and forth over the territory within the limits of their assignments, and into and out of their tie-up point, as well as the points established as the limits of their assignments, in either direction as many times as desired, irrespective of the fact that the tie-up point and the points established as the limits of their assignments are the home terminal and/or the away-from-home terminal of crews on the seniority district on which they are working, without additional pay or penalty pay therefor, any rules to the contrary notwithstanding. Engineers in this service will be entitled to pay on a continuous time miles or hours basis in accordance with Article 2, paragraphs 2 and 3.

NOTE: The reporting and relieving points and/or the limits of the assignments of the assigned crews (Watkins Yard and Chillicothe) will not be changed until discussed with the General Chairman.

(e) Nothing in this Agreement shall be interpreted as establishing "road switchers" as a different class of service within the meaning of Article 7. Other road crews in the same seniority district may perform any of the switching that is performed by "road switchers" at any time, but they will not be entitled to pay at the "road switcher" rate. This shall not be interpreted to mean that other road crews will not be entitled to pay at local freight rates, if earned, under the provisions of Article 2, paragraph 6.

(f) Engineers in this service will be allowed twenty (20) minutes for lunch between four and six hours after

starting to work without deduction in pay.

(g) Engineers in this service will not be subject to any guarantee; however, on any assigned work day when all

Circleville road switchers are not operated and more than six hours work switching industries at Circleville is performed by through freight road crews, the first road switcher crew will be allowed one day's pay. If one of the road switcher crews is not operated on any assigned work day and more than six hours work switching industries at Circleville is performed by through freight road crews during the normal working hours of the assignment not operated, that road switcher crew will be allowed one day's pay.

(h) Yard rules are not applicable to engineers in this service.

(i) Engineers in this service will be allowed an arbitrary allowance of \$2.50 per tour of duty in addition to all other allowances. Such allowance will not be subject to future increase.

3. South Boston Road Switchers

(a) Road switcher service may be established at South Boston, VA.

(b) Engineers in this service will be paid local rates of pay.

(c) The following rules will not apply to this service:

(1) Short Trips and Turnarounds Rule.

(2) Switching at Terminals Rule.

(3) Initial and Final Terminal Delay Rules.

(d) Engineers in this service will not have an assigned starting time, nor will they be subject to any guarantee. They may be required to operate back and forth over the territory within the limits of their assignments, and into and out of their tie-up point, as well as the points established as the limits of their assignments, in either direction as many times as desired, irrespective of the fact that the tie-up point and the points established as the limits of their assignments are the home terminal and/or the away-from-home terminal of crews on the seniority district on which they are working, without additional pay or penalty pay therefor, any rules to the contrary notwithstanding. Engineers in this service will be entitled to pay on a continuous time miles or hours basis in accord-

ance with Article 2, paragraphs 2 and 3.

NOTE: If the Carrier desires, it may change the tie-up point and/or the limits of the assignments of the assigned crews listed above.

-13-

ARTICLE 3

(e) Nothing in this Agreement shall be interpreted as establishing "road switchers" as a different class of service within the meaning of Article 7. Other road crews in the same seniority district may perform any of the switching that is performed by "road switchers" at any time, but they will not be entitled to pay at the "road switcher" rate. This shall not be interpreted to mean that other road crews will not be entitled to pay at local freight rates, if earned, under the provisions of Article 2, paragraph 6.

(f) Yard rules are not applicable to engineers in this service.

(g) Engineers in this service will be allowed an arbitrary of \$2.50 per tour of duty in addition to all other allowances. Extra engineers filling vacancies in this service, who qualify for suitable lodging, will not be entitled to this \$2.50 arbitrary allowance.

(h) (1) When Carrier establishes South Boston, VA, as tie-up point for pool engineers operating Roanoke to South Boston, the Carrier may require such pool engineers to operate through the tie-up point (South Boston) southward and return, on their southbound trip out of Roanoke on a continuous time and mileage basis.

(2) Pool engineers tied up at South Boston when called for their northbound trip to Roanoke may be required to make a southbound movement and return to Roanoke via South Boston on a continuous time and mileage basis.

(3) Pool engineers used in this service will be paid local rate of pay for all service performed. The payment of local rate does not disturb existing schedule agreements applicable to through freight service.

(4) Engineers operated through South Boston (north and southbound) will not be required to turn from any point south of South Boston more than one time. Such engineers will not operate to points beyond Hyco Junction except they may operate on Hyco Spur.

4. Waynesboro Road Switchers

(a) Road switcher service may be established at Waynesboro, VA.

(b) Engineers in this service will be paid local rates of pay.

(c) The following rules will not apply to this service:

(1) Short Trips and Turnaround Rule.

-14-

ARTICLE 3

(2) Switching at Terminals Rule.

(3) Initial and Final Terminal Delay Rules.

(d) Engineers in this service will not have an assigned starting time, nor will they be subject to any guarantee. They may be required to operate back and forth over the territory within the limits of their assignments, and into and out of their assignments, in either direction as many times as desired, irrespective of the fact that the tie-up point and the points established as the limits of their assignments are the home terminal and/or the away-from-home terminal of crews on the seniority district on which they are working, without additional pay or penalty pay therefor, any rules to the contrary notwithstanding. Engineers in this service will be entitled to pay on a continuous time miles or hours basis in accordance with Article 2, paragraphs 2 and 3, of the Engineers' Agreement and overtime will apply in accordance with Article 7.

NOTE: If the Carrier desires, it may change the tie-up point and/or the limits of the assignments of the assigned crews listed above.

(e) Nothing in this Agreement shall be interpreted as establishing "road switchers" as a different class of service within the meaning of Article 7 of the Engineers' Agreement. Other road crews in the same seniority district may perform any of the switching that is performed by "road switchers" at any time, but they will not be entitled to pay at the "road switcher" rate. This shall not be interpreted to mean that other road crews will not be entitled to pay at local freight rates, if earned, under the provisions of Article 2, paragraph 6.

(f) Yard rules are not applicable to engineers in this service.

(g) Engineers in this service will be allowed an arbitrary allowance of \$2.50 per tour of duty in addition to all other allowances. Such allowance will not be subject to future increase.

5. City Point Branch Road Switcher

(a) Road switcher service may be established on City

Point Branch.

(b) Engineers in this service will be paid local rates of pay.

(c) The following rules will not apply to this service:

-15-

ARTICLE 3

(1) Short Trips and Turnaround Rule.

(2) Switching at Terminals Rules.

(3) Initial and Final Terminal Delay Rules.

(d) Engineers in this service will not have an assigned starting time, nor will they be subject to any guarantee. They may be required to operate back and forth over the territory within the limits of their assignments, and into and out of their assignments, in either direction as many times as desired, irrespective of the fact that the tie-up point and the points established as the limits of their assignments are the home terminal and/or the away-from-home terminal of crews on the seniority district on which they are working, without additional pay or penalty pay therefor, any rules to the contrary notwithstanding. Engineers in this service will be entitled to pay on a continuous time miles or hours basis in accordance with Article 2, paragraphs 2 and 3, of the Engineers' Agreement and overtime will apply in accordance with Article 7.

NOTE: If the Carrier desires, it may change the tie-up point and/or the limits of the assignments of the assigned crews listed above.

(e) Nothing in this Agreement shall be interpreted as establishing "road switchers" as a different class of service within the meaning of Article 7 of the Engineers' Agreement. Other road crews in the same seniority district may perform any of the switching that is performed by "road switchers" at any time, but they will not be entitled to pay at the "road switcher" rate. This shall not be interpreted to mean that other road crews will not be entitled to pay at local freight rates, if earned, under the provisions of Article 2, paragraph 6.

(f) Yard rules are not applicable to engineers in this service.

(g) Engineers in this service will be allowed an arbitrary allowance of \$2.50 per tour of duty in addition to all other allowances. Such allowance will not be subject to future increase.

6. Petersburg Road Shifter

(a) Road shifter may be established to serve Lone Star Industries or its successors at Petersburg, VA.

(b) The home terminal of the assignments will be Petersburg and the engineers may be required to operate back and forth over their assigned territory.

-16-

ARTICLE 3

(c) The assigned territory of the shifter(s) will be between Jack and Puddledock.

(d) Engineers in this service may be required to handle all loads of stone and empty cars between Jack and Puddledock but will perform no service between the west switching limits of Petersburg Yard and the switch leading off of City Point Branch line to Puddledock except to set off bad order cars and/or pick up bad order cars previously set off by this shifter.

Engineers in this service may perform any switching in connection with their own train at Puddledock including the spotting of loads and pulling of empties and the movement of other cars or equipment blocking its movement.

(e) Engineers in this service will be guaranteed not less than five (5) days per week at the appropriate local freight rate of pay (pursuant to the provisions of Article 2, paragraph 3, of the schedule agreements) to the extent they are available for service. They will be called for service on the sixth or seventh day of the calendar week when service requirements are necessary (calendar week begins on Monday).

(f) Any rules, regulations or practices which conflict with these road shifter(s) performing the service herein described are superseded by this Agreement.

(g) Engineers in this service will have an assigned starting time which may be changed one time in a calendar day provided notice is given no later than one (1) hour and fifteen (15) minutes prior to the assigned reporting time.

(h) With the exception of the service set forth herein, yard crews will continue to perform their normal switching service at Puddledock and road crews will continue to perform their normal switching service at Lone Star Industries located in the vicinity of Jack.

7. Naugatuck Mine Run

(a) Carrier may require mine run engineers to report at

Naugatuck for on and off duty purposes.

(b) Mine runs may be established at Naugatuck to work between Williamson, Naugatuck and Webb, including adjoining branches within that territory. Mine runs working within this territory may be terminated at either or both Naugatuck or Williamson.

(c) Extra engineers will be supplied from Portsmouth for runs starting at Naugatuck.

-17-

ARTICLE 3

(d) Engineers, regular or extra, who are assigned to work in mine run service originating and terminating at Naugatuck and who hold seniority in engine service on

the effective date of this Agreement, will be paid an arbitrary allowance of \$2.00 per tour of duty, subject to paragraph (e) next below.

(e) Extra engineers deadheaded from Portsmouth to protect mine run service originating at Naugatuck, who qualify for lodging, will be provided transportation by the Carrier between Naugatuck and Williamson (point of lodging). Extra engineers, who accept the \$2.00 arbitrary will not be provided with Carrier transportation.

(f) Lockers, washing facilities and reasonable parking facilities will be provided and maintained for the use of engineers at Naugatuck.

NOTE: In the application of paragraphs (d) and (e), the following will apply:

- (1) Extra engineers who qualify for lodging and need Carrier transportation will make request for same to the proper Carrier supervisor promptly. An extra engineer who elects not to use Carrier transportation and properly notifies the Carrier will be entitled to the \$2.00 arbitrary, provided he held seniority in engine service on December 15, 1971.
- (2) The term "to point of lodging" as related to transportation in paragraph (e) means Naugatuck to Williamson and vice versa.
- (3) Engineers being transported pursuant to paragraph (e) will be dropped off or picked up on request at any point along the direct route followed by the vehicle transporting them.

ARTICLE 4

BEGINNING AND ENDING OF DAY

1. NW

In all classes of service, engineers' time will commence at the time they are required to report for duty and shall continue until the time the engine is placed on the designated track or they are relieved at terminal; except

-18-

ARTICLE 3-4

that actual time, with a maximum of fifteen (15) minutes, will be allowed engineers in road service for outside inspection and making out necessary reports at end of tour of duty. Such time will be included in total time on duty in calculating overtime, but will not be included in calculating final terminal delay.

2. Former VGN

In all classes of service, other than passenger, engineers' time will commence at the time they are required to report for duty and shall continue until the time the engine is placed on the designated track or they are relieved at terminal.

Time will begin when engineers report for duty and continue until fifteen minutes after engine is placed on designated track at terminal. The fifteen minutes after arrival is for inspection and writing work report. This does not include double-crewed yard, or double-crewed helper engines.

If an engineer is not on overtime on arrival at the terminal, the fifteen minutes shall be paid for at pro rata rate. If on overtime on arrival at terminal it shall be paid for at the rate of time and one-half, except that in passenger service it shall be paid for at pro rata rates.

ARTICLE 5

SHORT TRIPS AND TURN-AROUNDS

1. For short runs not provided for of a distance of less than fifty (50) miles, one hundred (100) miles will be allowed, either straight-away or turn-around.

2. For a distance of fifty (50) miles or over, one hundred (100) miles will be allowed at mileage rates, but should a short run of a distance of over fifty (50) miles be doubled and the return trip commenced within eight (8) hours of the time of reporting for duty at the

starting point for the going trip, a full round trip will be paid for at mileage rates and overtime for the time in excess of twelve and one-half (12k) miles per hour for freight service and twenty-five (25) miles for passenger service, before overtime begins.

3. Engineers in pool or irregular freight service may be called to make short trips and turnarounds, with the understanding that one or more turn-around trips may be started out of the same terminal and paid actual miles, with a minimum of one hundred (100) miles for a day, provided, (1) that the mileage of all the trips does not

-19-

ARTICLE 4-5

exceed one hundred (100) miles, (2) that the distance run from the terminal to the turning point does not exceed twenty-five (25) miles, and (3) that they shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight (8) consecutive hours, except as a new day, subject to the first-in first-out rule or practice.

Paragraph 3 of this article applies where extra engineers and firemen are called to make turn-around trips in freight service.

NOTE: It is understood:

(a) That the twenty-five (25) mile turnaround provision in this article is not applicable to the territory now comprising the P&D District of the Pocahontas Division.

(b) That a straight-away run is a run from a starting point to a relieving point.

(c) That a turn-around run is a run from a starting point to an intermediate point and return to the starting point.

Question - Does this article apply to crews in pusher and helper service, mine runs, work trains, wreck trains?

Answer - No, except for pusher service between Elmore Terminal and Clarks Gap.

ARTICLE 6

HELD-AWAY-FROM-HOME TERMINAL

1. Engineers 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 sixteen hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held sixteen hours after the expiration of

the first twenty-four hour period, they will be paid continuous time for the time so held during the next succeeding eight hours, or until the end of the second twenty-four hour period, and similarly for each 24-hour period thereafter.

2. Should an engineer be called for service or ordered to deadhead after pay begins, the held-away-from-home-terminal time shall 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 shall there be duplication of payment for deadhead time and held-away-from-home-terminal time.

-20-

ARTICLE 5-6

3. Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.

4. For the purpose of applying this rule the railroad will designate a home terminal for each crew in pool freight and in unassigned service.

EXAMPLE

There are 5 passenger crews assigned to cover a certain number of scheduled passenger trains but these crews are in a pool and worked first-in first-out.

Question - Can these crews claim time at the Away-From-Home Terminal under the "Held-Away-From-Home Terminal" rule?

Answer - No, as crews are not in pool freight or in unassigned service.

ARTICLE 7

MORE THAN ONE CLASS OF ROAD SERVICE

Road engineers 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:

A. Payment:

1. Except as qualified by A-2 below, payment for the entire service shall 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.

When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate

applicable to any engine used shall be paid to the engineer for the entire day or trip.

2. Road engineers in through freight and passenger service only shall 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 shall be the highest rate applicable to any class of service performed during the entire day or trip.

When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate applicable to any engine shall be paid to the engineer for the entire day or trip.

Overtime rate shall 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 A-2 ARE:

(a) An engineer 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--engineer 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) An engineer 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--engineer 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) An engineer 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--engineer 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) An engineer 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--engineer 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) An engineer 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--engineer 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.

B. 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.

3. Passenger service, except that helper or pusher service not a part of the regular passenger assignment, or wreck or work train service, should not be required except in emergencies.

C. 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 of 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.

ARTICLE 8

DETOURING TRAINS

When trains of foreign line railroads are detoured over the Norfolk and Western Railway an engineer will be furnished.

ARTICLE 9

DEADHEADING

1. Except where the Carrier authorizes the use of a private automobile and the engineer has exercised his option to do so as provided herein, transportation for deadheading shall be supplied and/or paid for by the Carrier. Conveyances used by the Carrier for deadheading will be freight trains or other rail transportation, or enclosed passenger type vehicles which shall be maintained in a safe condition and meet minimum standards required by law.

2. Except as provided in (a), (b) and (c) herein, when transportation is not provided by the Carrier and

engineers are deadheaded by their personal automobile, the deadhead payment will be one hundred (100) miles plus actual miles over one hundred (100) at the through freight rates applicable to engineers (with fireman) for service on locomotives with weight-on-drivers of 950,000 to 1,000,000 lbs. and the deadhead trip will be paid for independent of the service duty performed before or after the deadhead trip.

Except as provided in (a), (b) and (c) herein, where Carrier provides transportation, engineers deadheaded to an outlying point where an extra list is maintained will be paid a deadhead allowance of one hundred (100) miles plus actual miles over one hundred (100) at the through freight rate applicable to engineers (with fireman) for service on locomotives with weight-on-drivers of 950,000 to 1,000,000 lbs. and the deadhead trip will be paid for independent of the service duty performed before or after the deadhead trip.

Except as provided in (a), (b) and (c) herein, where Carrier provides transportation, engineers deadheaded to an outlying point where an extra list is not maintained will be paid a deadhead allowance of 50 miles for distances up to 50 miles, and actual miles for distances over 50 miles, at the through freight rate applicable to engineers (with fireman) for service on locomotives with weight-on-drivers of 950,000 to 1,000,000 lbs. and the deadhead trip will be paid for independent of the service duty performed before or after the deadhead trip.

- (a) When deadheading in connection with split vacation, one-half pay will be allowed for such deadhead trip, except when deadheading to augment an extra list.
- (b) When deadheading to relieve other employees on line of road, or when deadheading after being relieved on line of road, the deadhead trip and service trip will be combined and paid for on a continuous time basis.
- (c) No compensation shall be paid to employees for deadhead trips made when exercising their seniority rights, except when employees are cut off or displaced at an outlying point and their seniority does not entitle them to a position working out of such outlying point.

3. First crew deadhead and second crew will be in charge of train, except when it is known that the deadhead crew will be cut out between terminals to move a train in the same direction. The deadhead crew will be first-out from

the next terminal, following the crews which may have arrived there ahead of the deadhead crew. This same principle applies to extra men.

4. Engineers who exercise option and are authorized to deadhead by their personal automobile will be paid fifteen cents (15) per mile for timetable mileage from the supply point to the point deadheaded to and vice versa. When an engineer is called to deadhead by his personal automobile and such engineer declines to do so, he will retain his standing on the board and the next-out engineer will be called. In this connection, the Carrier is privileged to again call the first-out engineer who has not been called for other service to deadhead and furnish him transportation without first exhausting the board.

(a) Engineers deadheaded by their personal automobile will be called a sufficient time in advance at the supply point to enable them to reach the deadhead point prior to reporting time using the basis of fifty (50) miles per hour east of Bluefield, WV, and forty-five (45) miles per hour west of Bluefield, WV. The following tables will govern for extended calling time and hours of service purposes:

Bluefield-East
Less Than (50 miles per hour)

Bluefield-West

(45 miles per hour)		
20miles	23minutes	25minutes
30miles	35minutes	38minutes
40miles	47minutes	51minutes
50miles	59minutes	64minutes
60miles	71minutes	77minutes
70miles	83minutes	90minutes
80miles	95minutes	103minutes
90miles	107minutes	116minutes
100miles	119minutes	129minutes

For each additional 10 miles or portion thereof:	12 minutes	13 minutes
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(b) When a private automobile is used, engineers will not be disciplined for reporting late where such delay is caused by mechanical failure, accident, unusual traffic conditions, or traffic violations. Engineers delayed shall be responsible for notifying the Carrier of such unusual condition at the earliest possible opportunity. Nothing herein shall preclude the engineer from having to explain or justify the delay.

5. An engineer who has been deadheaded to an assignment via private automobile will not be returned to the board

until the time set forth in paragraph 4(a) (computed from his off-duty time) has expired. This will not disturb existing mark-up rules covering engineers dead-heading to home terminal via train, buses or Carrier-operated conveyances.

6. Deadheading service covered by this Article 9 is confined to deadheading under Company orders.

ARTICLE 10

ATTENDING COURT - JURY DUTY

1. Attending Court

(a) Engineers taken away from their regular assigned duties to attend court as witnesses, or to appear before proper persons to give legal evidence for the railroad, will be allowed compensation equal to what would have been earned had such interruption not taken place and, in addition, necessary actual expenses while away from home.

(b) Extra engineers attending court will be paid a minimum through freight day and, in addition, necessary actual expenses if required to go away from home.

(c) For attending court on layover days, regular men will be paid a minimum day in the class of service to which assigned, and, in addition, necessary actual expenses while away from home.

(d) They will turn in their court tickets received from the Clerk of the Court to the Railway Company's representative.

2. Jury Duty

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

- (1) An employee must furnish the Carrier 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 shall 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 as to which the employee is entitled to vacation or holiday pay.

ARTICLE 11 SWITCHING 1. Switching at Terminals (W)

At terminals where switch engines are employed, when practicable, road engineers will not be called upon to do switching; but should they be required to perform such service, they will be paid therefor at the hourly rate appropriate to the service, for all time so engaged, provided they switch for thirty (30) minutes or more; thirty (30) minutes will pay one (1) hour; one (1) hour and thirty (30) minutes, two (2) hours, and so on for every consecutive hour.

At terminals where switch engines are not employed, and road engineers are called upon to do switching, they will be paid therefor at the hourly rate appropriate to the service, for all time so engaged, provided they switch for thirty (30) minutes or more; thirty (30) minutes will pay one (1) hour; one (1) hour and thirty (30) minutes, two (2) hours, and so on for every consecutive hour.

Road time begins at the expiration of the time allowed under this rule.

EXAMPLES

Required to report at A 7:00 A.M.
 Switches at A until 7:40 A.M.
 (Allowed 1 hour for 30 minutes' work)
 Road time begins at A.M.
 Runs A to B - 100 miles
 Arrives at B 4:30 P.M.
 Relieved at B 5:00 P.M.
 Time on road trip 9 hours

Compensation: 100 miles plus 1 hour switching at pro rata rates and 1 hour road overtime at rate of 3/16 of the daily rate.

Required to report at A 7:00 A.M.
 Switches at A until 7:40 A.M.
 (Allowed 1 hour for 30 minutes' work)

Road time begins at A 8:00 A.M.
Runs A to B - 100 miles
Arrives at B 3:30 P.M.
Relieved at B 4:00 P.M.
Time on road trip 8 hours

Compensation: 100 miles plus 1 hour switching at pro
rata rates.

2. Former VGN

When the members of a road train crew at Elmore Terminal handle a pusher engine for their train in Elmore Terminal the engine crew will be paid pro rata rate from time reporting until time pusher engine is coupled to rear of train for outbound trip.

On intermediate trips in short turnaround service in and out of Elmore Terminal, the road engineer will be paid at pro rata rate from time engine is first uncoupled from cars or caboose on inbound trip until time pusher engine is coupled to rear of train.

The foregoing does not apply to pusher engine crews.

3. Former VGN

(a) For members of crews making trips from Elmore to Page, WV, and Page to Elmore, WV, with the eastbound trip beginning at the same time the crew is relieved of its westbound trip at Page, the westbound trip shall be considered as ended:

- (1) When the crew couples to its caboose to remove it from the westbound train or, where the caboose is not removed from the westbound train, until the crew couples to the first cars of its eastbound train, except as provided in paragraph (2) next;
- (2) Where the crew uses a different engine on the eastbound trip from the engine used on the westbound trip and the unit or units to be exchanged are not at the exchange track the westbound trip will extend until the westbound engine is placed at the exchange point plus 50% of the time waiting for the exchange unit to arrive.

(b) Engine crews which use different engine on east-bound trip from engine used on westbound trip and which, prior to exchange of engines, are required to perform work on eastbound train which would entitle the engine crew to terminal switching commencing with start of the eastbound trip as defined in items (a)(2) above.

ARTICLE 12

ENGINES

1. Supplies

(a) Sanitary water coolers and drinking cups will be furnished the year round. Ice will be furnished when water is not cooled mechanically or otherwise.

(b) Adequate fuel, sand, and necessary flagging equipment will be placed on engines by the Company before leaving terminal where roundhouse forces are employed.

(c) All tools and supplies will be taken from and put on engines at terminals by the roundhouse forces.

2. Preparing Engines

At terminals where roundhouse forces are employed, the Company will clean the engine cab, windows and running boards, before engine starts on its run. At outlying points where no roundhouse forces are employed, the necessary supplies needed to clean the engine cab and windows will be made available to those engineers who desire to use same.

3. Inspection of Engines

The engine inspectors at all terminal points will be held responsible for the inspection of incoming and outgoing engines.

4. Fueling Engines

Engineers will not be required to assist in fueling engines at terminals.

ARTICLE 13

RELEASE BETWEEN TERMINALS

1. Engineers in freight or passenger service cannot be released at intermediate points between terminals and the

time so released be deducted, except in cases provided for herein of the hours of service law.

2. Road engineers will not be tied up between their terminals except at points where food and lodging can be procured.

ARTICLE 14

REST AND HOURS OF SERVICE LAW

1.(a) Engineers will not be required to perform duty when they have not had at least ten (10) hours' rest, after having last been relieved from duty, provided request for such rest has been made upon register.

(b) When 10 hours rest is registered at the completion of a deadhead trip, the 10 hours will be computed from the time engineer was relieved.

(c) When an engineer has been under continuous pay for 12 or more hours and has requested ten (10) hours rest, such rest will be computed from the time he is relieved for pay purposes.

(d) Except on request of the Carrier, once an engineer has registered 10 hours rest he will not be permitted to remove such request from the register and will not be considered available for service until the completion of the requested 10 hours rest.

(e) It is understood that in the application of this Agreement that once an engineer has registered 10 hours rest and has not removed such request from the register under the provisions of Paragraph (d), such engineer will not be permitted to report for a service trip until the expiration of 10 hours off duty.

EXAMPLE: 10 hours off duty as stated above means that an engineer relieved at 7:00 a.m. may be called to report for service in compliance with Article 15 of the Engineers' current agreement at 5:00 p.m.

2. Hours of Service Law Application

Employees in train service will not be tied up, unless it is apparent the trip cannot be completed within the lawful time, and not then until after the expiration of ten (10) hours on duty, under the Federal law, or within two (2) hours of the time limit, provided by state laws, if state laws govern.

If employees in train service are tied up in a less number of hours than provided for in the preceding paragraph, their time will be computed up to expiration of ten (10) hours after reporting for duty and they

will again be considered as on duty and under pay, beginning at the expiration of their rest period, computed from the time they were actually relieved.

When employees in train service are tied up between terminals, under the law, they shall again be considered on duty and under pay immediately upon expiration of the minimum of legal period off duty applicable to any member of the road crew; provided, the longest period of rest required by any member of the crew, either eight (8) or ten (10) hours, shall be the period of rest for the entire crew.

Continuous trip will cover the movement straight-away or turn-around from initial point to the destination train is making when required to tie up. If any change is made in the destination after the crew is relieved for rest, a new trip will commence when the crew resumes duty.

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

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

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

When the line is obstructed by wrecks, washouts, or emergency conditions which put the track out of use, the foregoing regulations governing the method of pay under the Hours of Service Law will not apply; crews may be tied up for rest and the time deducted with the understanding that payment will be made for not less than a minimum day up to point tied up and that the crew shall be considered as again on duty and as commencing a new day upon the expiration of eight (8) hours from the time relieved at tie-up point, or at the time of again going on duty if required to report earlier.

ARTICLE 15

CALLING CREWS

1. Engineers will be called for service and given one hour and 15 minutes in which to report. If a longer call is desired, engineers may by mutual agreement with the Road Foreman of Engines specify in writing the length of call desired.

NOTE: This is not to apply to engineers called for wreck trains or to relieve disabled men and engines.

Engineers who are deadheading will be called a sufficient time in advance to enable them to reach the point to which they are deadheading prior to reporting time of the assignment they are going to protect or in time to have eight hours off duty time prior to performing service as the case may be.

2. When engineers are called for duty and for any reason other than their own action are not needed, they will be paid for one-fourth (1/4) of a day, if they have reported at the roundhouse or other registering place and remain first-out but will not be called until rested under the Hours of Service Law; if they should be delayed longer than one-fourth (1/4) of a day before being relieved from duty, or have performed any service other than registering out, one hundred (100) miles will be allowed road men and one (1) day to yard men and such road or yard engineer, as the case may be, will go to the foot of the list.

3. When engineers are not called for their turns and lose their turn through no fault of their own, they will be paid for their trip at regular rates, and extra men will hold their position on the list and regular men will await their next turn out.

INTERPRETATION: Where extra engineers are not called in their turn, through no fault of their own, they will be allowed a minimum day.

When a regular engineer is not called in his turn, through no fault of his own, he will be compensated for the round trip in miles without overtime, and with a minimum of 100 miles.

4. If men are taken sick, notice must be given the caller at once, if it is possible to do so, as men will be expected to go out when called unless such notice is received.

An engineer being relieved on account of illness will be furnished immediate transportation to his home terminal.

Former Virginian engineers must protect themselves, when taken sick or if unable to go out by reporting "unable for duty" at once and in advance of the call.

5. An extra engineer who is instructed by the Carrier to attend an investigation, court hearing, safety meeting, etc., will not be required to mark off but must notify the proper authority of his required attendance and his availability upon completion of such. However, if he should not be available for call as result of his attendance, he will be marked to the foot of the list.

The above is also applicable to an extra engineer who is acting as an employee representative and/or witness attending investigations only.

An extra engineer marking off for any reason will not be permitted to mark up for service until the expiration of twelve (12) hours except at the request of the Carrier.

It is further understood that an extra engineer who has marked off and misses a call for an outlying vacancy will, upon reporting for service, be required to relieve the engineer occupying the outlying vacancy, without expense to the Company.

It is the sole responsibility of an extra engineer to make known his availability for service.

ARTICLE 16

ASSIGNMENTS AND POOL SERVICE

FIRST-IN FIRST-OUT

1. Engineers in their respective classes will have preference of runs, and in case of vacancies, seniority will prevail.

2. Engineers in freight service will run first-in firstout, in their respective pool assignments.

3. Extra engineers will be run first-in first-out.

4. Former VGN:

(a) In cases in which the first-out extra engineer is not rested within one hour of reporting time of a run, the next succeeding man on the list who is rested will be

called and the first-out man will not be considered run around. if, however, such succeeding man is required to report within one hour of the time the first-out man is rested, the first-out man will be entitled to payment of 50 miles at minimum through freight rates.

(b) Engineers will not be called to augment pool service within one hour of the time regular engineers' rest is up.

ARTICLE 17
ROAD SENIORITY

1. Seniority of engineers will be determined from the engineers' seniority roster.
2. Preference in assignment to runs will be given to engineers in accordance with their seniority standing providing they are competent and reliable.
3. It is understood that yard service and road service will be considered two separate and distinct classes of service. Road engineers will have no yard rights and yard engineers will have no road rights.
4. Seniority rosters will be revised every six (6) months (January and July) and copy posted in a conspicuous place on bulletin boards.
5. If the seniority date shown on the seniority roster is not challenged within ninety (90) days of date of posting, no protest against such date will afterwards be heard. Copies of seniority rosters will be furnished both local and general chairmen.
6. The seniority rights of engineers shall terminate and they shall not be permitted to work as engineers after the last day of the calendar month in which they attain the age of 70.
7. The Memorandum Agreement dated May 11, 1979, effective June 1, 1979, is by reference made a part of this article (consolidation of yard-road seniority rosters Scioto Division).

ARTICLE 18

ROAD WORK TRAINS

1. Work trains will be manned by road engineers when operated in and out of switching limits and on line of

road. Work trains operated exclusively within switching limits will be manned by yard engineers.

2. When work trains are tied up at points where food and lodging cannot be procured, they will be transported to a point where lodging is available. Lodging will be furnished by the Carrier. In the event food cannot be procured at the point of lodging or within 2500 feet thereof, transportation will be furnished.

3. Engineers on work trains will be considered on duty every weekday, regardless of the weather, except when relieved at terminals, and when on line of road will be allowed pay for Sundays when not permitted to go home. If permitted to go home, transportation will be furnished.

4. When a work train is placed in service and it is known that it will be on six (65 days or more, it will be advertised at once. When a work train is placed in service and it is not known that it will be on six (6) days, at the expiration of six (6) days it will be advertised.

ARTICLE 19

VACANCIES AND ADVERTISEMENTS

Section 1 - Road Service

1. When a run becomes vacant from any cause or a new run is put on, it shall be bulletined and remain vacant for a period of five (5) days and the senior engineer making application in writing shall be assigned thereto. All applications for advertised runs must be in the Road Foreman's office at the expiration of the bulletin in accordance with instructions appearing on the bulletin. If there is doubt as to whether an application will reach that office within the required time, the application may be telephoned in, but must be promptly confirmed in writing.

Bulletin will show location (home terminal) of assignment.

2. WORK TRAIN VACANCIES - See Road Article 18-4.

3. When a run has been vacant from any cause (excluding vacation time) for a period of thirty (30) days, it shall be regarded as permanently vacant and advertised accordingly. The engineer who had been regularly assigned to such a run may, upon resuming duty, exercise his seniority rights.

4. (a) Any engineer desiring to be placed on an extra list will make application in writing to the Road Foreman of Engines.

(b) When the extra list is increased, the senior engineer, with application in the office of the Road Foreman of Engines, will be assigned thereto. In the application of this paragraph (b), an engineer will remain on his assignment until it is readvertised and filled, except when the assignment is at a point where an engineers' extra list is maintained.

(c) Applications will be kept on file until honored or withdrawn, and when vacancies exist, men will be taken off of regular runs and placed on extra lists if request has not been previously withdrawn. Where more than one extra list is desired, they must be listed on application in order of preference. Once an application is honored, it will be necessary to file another application.

5. An application from an engineer for the run he has just vacated will not be considered unless such engineer has been properly displaced from the run to which he was last assigned.

6. When a man's run is cut off or he has been properly displaced, he must make application in writing within ten (10) days for his preference.

7. An engineer (regular or extra) who holds an assignment at an outlying point where no extra list is maintained and who is marked off duty must mark up for duty during the time the employee filling his place is on duty on such assignment.

Section 2 - Home Rule

1. Any employee who has been promoted and qualified as an engineer in road or yard service on the seniority district to which he is assigned will, in accordance with his standing on the engineers' seniority roster, be permitted to bid on any advertised engineer's vacancy and/or make application for any engineers' extra list on his seniority district, subject to paragraphs 2, 3, 4, 5 and 6 of this Section 2.

2.(a) Regular Assignment

The senior engineer making proper application for an advertised engineer's vacancy will be assigned thereto if there is no senior engineers) working as a fireman at the home terminal of the vacancy under advertisement. In the event there are senior engineers working as firemen at the home terminal of the vacancy under advertisement or in the event no application is received, the

following will govern in the order listed:

(1) The Junior engineer on the engineers' extra list at the point of the vacancy will be force assigned thereto.

(2) If there is no engineers' extra list at the point of the vacancy, the senior demoted engineers) at the point of the vacancy will be force assigned thereto.

(3) If there is no engineers' extra list or no demoted engineers) at the point of the vacancy, the junior engineer on the engineers' extra list nearest the point of the vacancy will be assigned thereto (Timetable mileage will govern "nearest point", NW original trackage).

NOTE: When the Junior engineers) on an extra list is force assigned to an assignments) at another location and the extra list from which he came is subsequently decreased such Junior engineers) may exercise his seniority as fireman, it being understood that if the assignment is readvertised he will be required to remain thereon during the period of advertisement.

3. (a) Extra Lists

The senior demoted engineers who has made application in writing for an engineers' extra list prior to such list being increased will be assigned thereto, subject to the following exception:

(1) If there is a demoted engineers) at the point senior to the engineer making application, such senior demoted engineers) will be force assigned.

NOTE: When more than one extra list is requested they must be listed in order of preference. An application will be considered valid until the request is withdrawn in writing or has been fulfilled in part or whole.

(b) If no applications are received or there is an insufficient number of applications to fill the needs of the service, the senior demoted engineers) from the nearest point(s) will be force assigned to such engineers' extra list (Timetable mileage will govern "nearest point", NW original trackage).

4. Filling Temporary Engineers' Vacancies

At a point where the engineers' extra list is exhausted or no engineers' extra list exists, the senior available demoted engineer at such point who has sufficient time to make the day or trip under the provisions of the Hours of Service Law will be used. If there is no demoted engineer available at that point, an extra engineer from the nearest point(s) who has sufficient time to make the day or trip under the provisions of the Hours of Service Law will be used.

5. Displacement Rights

A demoted engineer who is force assigned (according to his standing on the engineers' seniority roster) to a regular assignment as engineer or an engineers' extra list will have displacement rights over any junior engineer holding a regular assignment as engineer throughout his seniority district provided he exercises such rights within seventy-two (72) hours of being so notified and providing further that he does not mark up on the assignment he is force assigned to during such seventy-two hour (72-hour) period.

Section 3 - Augmenting Extra List

1. At points where list(s) are established, and it becomes necessary to augment such extra list(s), the engineers) assigned thereto, and the engineers) augmenting such list(s) will be worked first-in first-out.

Section 4 - Filling Vacancies (Duke Yard)

1. When there are no engineers available from the Duke Yard Seniority Roster, engineer vacancies on Duke Yard will be filled from the Roanoke, Norfolk Division, Road Engineers' Extra List in accordance with schedule rules of the current agreement.

Road engineers filling vacancies on Duke Yard assignments will be worked and paid in accordance with schedule rules and agreements covering yard engineers.

ARTICLE 20

CHANGE IN RUNS AND DISPLACEMENT RIGHTS

1. A change of three (3) hours in reporting time of a run, extending or shortening a run a distance of twenty (20) miles or more, or the change of home terminal,

changes identity of same.

2. When a regular road or yard run does not make the equivalent of twelve days in a pay period (1st to 15th to last day of month), the engineer regularly assigned to such run will be allowed to exercise his seniority as engineer and take any run his seniority as engineer will give him.

When a regularly assigned road or yard engineer gives up a run as provided herein, his request to exercise seniority as engineer must be made within three days and prior to his reporting for duty in the next pay period.

The prerogative of management to annul or abolish assignments of road or yard engineers at any time is recognized by the Brotherhood of Locomotive Engineers.

3. Engineers who have been off their assignment more than thirty (30) days will have displacement rights under the schedule agreement.

4. If an engineer's run is abolished during a time that he is away from home from any cause, or off on account of sickness or vacation, he will be privileged to exercise his seniority rights, provided he does so within three (3) days after he reports for duty.

5. Engineers who are marked off duty for any reason during the entire life of a bulletin advertising assignments may displace any engineer junior in seniority who has been assigned to such advertised vacancies, provided they do so within three (3) days after returning to work.

6. No engineer will be allowed to displace any engineer if a bulletin has been posted prior to his marking off and/or expires subsequent to his marking up.

7. A regularly assigned engineer in mine run service will be entitled to displacement rights if there is a change of permanent nature in the preferred starting time of his mine run. When such assignment is not reported within two (2) hours of the preferred starting time for three (3) or more days on which the assignment operates in a calendar week (12:01 AM Sunday to 12:00 Midnight Saturday), an engineer may exercise his seniority on Saturday. An application from an engineer for the run he has just vacated under this rule will not

be considered unless such engineer has been properly displaced from the run to which he was last assigned.

ARTICLE 21

PROMOTION - ROAD AND YARD

I.(a) Firemen shall rank on the firemen's roster from the date of their first service as firemen when called for such service, except as is provided in paragraph (k), and when qualified shall be promoted to positions as engineers in accordance with the following rules:

(b) Firemen shall be examined for promotion according to seniority on the firemen's roster, and those passing the required examination shall be given certificates of qualification, and, when promoted, shall hold their same relative standing in the service to which assigned.

(c) If for any reason the senior eligible fireman or engineer to be hired is not available, and junior qualified fireman is promoted and used in actual service out of his turn, whatever standing the Junior fireman so used establishes, shall go to the credit of the senior eligible fireman or engineer to be hired, providing the engineer to be hired is available and qualifies within thirty (30) days. As soon as the senior fireman or engineer to be hired is available, as provided herein, he shall displace the Junior fireman, who shall drop back into whatever place he would have held had the senior fireman to be promoted or engineer to be hired been available and the junior fireman not used.

NOTE: Qualification, as referred to herein, is not intended to include learning the road or signals.

(d) As soon as a fireman is promoted he will be notified in writing by the proper official of the Company of the date of his promotion, and unless he files a written protest within sixty (60) days against such date he cannot thereafter have it changed. When the date of promotion of a fireman or the date of a hired engineer or fireman has been established in accordance with regulations, such dates shall be posted and if not challenged in writing within sixty (60) days after such posting, no protest against such date shall afterwards be heard.

(e) No fireman shall be deprived of his rights to examination, nor to promotion in accordance with his relative standing on the firemen's roster, because of any failure to take his examination by reason of the

requirements of the Company's service, by sickness, or by other proper leave of absence; provided, that upon his return he shall be immediately called and required to take examination and accept proper assignment.

(f) The posting of notice of seniority rank as per paragraph (d) shall be done within ten (10) days following date of promotion and such notice shall be posted on every bulletining board of the seniority district on which the man holds rank.

(g) Firemen having successfully passed qualifying examination shall be eligible as engineers. Promotion and the establishment of a date of seniority as engineer shall date from day of promotion. No demoted engineer will be permitted to hold a run as fireman on any seniority district, while a junior engineer is working on the engineers' extra list or holding a regular assignment as engineer on such seniority district, except as provided for in Article 19, Section 2.

NOTE: On road where promotion is to road service only, promotion and establishment of seniority date as road engineer will obtain.

(h) On a seniority district where firemen are required to fire less than three years, all engineers will be hired:

If required to fire 3 and less than 4 years, 1 promoted and 1 hired;

If required to fire 4 and less than 5 years, 2 promoted to 1 hired;

If required to fire 5 and less than 6 years, 3 promoted to 1 hired;

If required to fire 6 and less than 7 years, 4 promoted to 1 hired;

If required to fire 7 and less than 8 years, 5 promoted to 1 hired.

On seniority districts where firemen are required to fire eight years or more, all engineers will be promoted.

The foregoing will not prevent committees from having discharged engineers re-employed or reinstated on their former seniority districts at any time.

(i) If the engineer to be hired is not available when needed and the senior qualified fireman is promoted, the date of seniority thus established shall fix the standing of the hired engineer, who, if available and qualified within thirty (30) days from date senior qualified fireman

is promoted, will rank immediately ahead of the promoted fireman. The promoted fireman will retain his date of seniority as engineer and will be counted in proportion of promotions.

(j) In case an engineer is hired and used in actual service when, under requirements of paragraph (h), a fireman (or firemen) should have been promoted, the date of seniority thus established shall fix the standing of the senior qualified fireman (or firemen) due to be promoted, providing he or they are eligible and qualify within thirty (30) days, who shall rank immediately ahead of the hired engineer on the engineer's seniority list. The hired engineer will retain his date of seniority and be counted in proportion of engineers to be hired.

(k) The seniority date of the hired engineer shall be the date of his first service as engineer, except as provided in paragraphs (c) and (j) of this article. It is further provided that engineers hired, or permanently transferred from one seniority district to another on any railroad, shall be given a date of seniority as fireman corresponding with their date as engineer.

ARTICLE 22 MILEAGE REGULATIONS

1. When, from any cause, it becomes necessary to reduce the number of engineers on the engineers' working list, such reduction will be made in reverse order of seniority, except as provided for in Section 2 of Article 19.

Engineers taken off under this rule shall be returned to service as engineers in the order of their seniority as engineers, except as provided for in Section 2 of Article 19.

NOTE: In regulating the working lists in the respective classes of service, each list will be handled separately.

2. The Division Road Foreman of Engines will make computations in accordance with the method set forth in paragraph 4 of this article. Such computations will be furnished the BLE local chairman, or his designated representative, no later than 1:00 p.m. on the 4th and 19th, respectively, of each month. The BLE local chairman will review the computations and any complaint relative thereto must be made not later than 9:00 a.m. on the 5th and 20th, respectively, of each month. Such complaint must be in writing, furnishing a detailed explanation of the differences noted in the computations, and, failure

to do so, the Road Foreman of Engines' computation shall prevail.

3.(a) on runs in pool freight service, a sufficient number of engineers will be maintained to keep the average mileage or equivalent thereof, between 3,200 and 3,800 miles per month.

(b) On runs in passenger service, a sufficient number of engineers will be maintained to keep the average mileage, or equivalent thereof, between 4,000 and 4,800 miles per month.

(c) On road extra lists, a sufficient number of engineers will be maintained to keep the average mileage, or equivalent thereof, between 3,000 and 3,800 miles per month.

(d) On yard extra lists (6 and 7 day work week), a sufficient number of engineers will be maintained to keep the average mileage, or equivalent thereof, between 28 and 35 days per month.

(e) On yard extra lists (5 day work week) a sufficient number of engineers will be maintained to keep-the average mileage, or equivalent thereof above nineteen (19) days per month.

4.(a) Adjustments in the- mileage regulations will be made in pooled service paying freight rates, and extra road or yard service twice each month in accordance with the following:

First period to run from 12:01 AM, 1st, to 12:01 AM, 16th, each month. Adjustment will be made at 1:00 PM, 20th of each month.

Second period to run from 12:01 AM, 16th, to 12:01 AM, 1st, of following month.

Adjustment will be made at 1:00 PM, 5th of each month.

(b) All mileage allowed and/or overtime paid on a trip or day started in a period will be charged to that period. When computing mileage, in addition to trip mileage, 18-3/4 miles will be charged for each hour at time and one-half rate.

5.(a) In making adjustments under this rule, the following formula will apply:

Multiply the total number of miles, or equivalent (mileage allowed and overtime) thereof, earned in the checking period, by two (2) and divide the number of engineers assigned in the respective class of service. Then divide as follows:

(b) Pooled Service Paying Freight Rates

If the average number of miles thus produced is less than 3,200, divide by 3,500 to determine the number of engineers to be assigned.

If the average number of miles thus produced is more than 3,800, divide by the appropriate mileage listed in the table below to determine the number of engineers to be assigned:

If the pool has:

1 through 5 assignments, divide by 3,500
6 through 8 assignments, divide by 3,600
9 through 11 assignments, divide by 3,700
12 and over assignments, divide by 3,800.

6. Passenger Service

In the regulation of passenger service engineers will be assigned to keep the average mileage, or equivalent thereof, within the limitation of 4,000 and 4,800 miles. Additional engineers will not be assigned unless they can make the equivalent of 4,000 miles.

7. Road Extra Lists

If the average number of miles thus produced is less than 3,000 or more than 3,800, divide by 3,400 to determine the number of engineers to be assigned.

8. Yard Extra Lists - Six (6) or Seven (7) Day Work Week Agreement

If the average number of days is less than the equivalent of 28 days a month or more than the equivalent of 35 days, divide by 31 days to determine the number of engineers to be assigned. One day earned at the time and one-half rate will count as 11 days.

9. Extra Lists - Five (5) Day Work Yard Week Agreement

If the average number of days is less than the equivalent of 20 days a month, divide by 21 days to determine the number of engineers to be assigned. One day earned at the time and one-half rate will count as 1 1/2 days.

NOTE: In the foregoing calculations under paragraphs 5, 6, 7, 8 and 9, fractions will not be counted.

10. Adjustments may be made to the freight pool and/or extra list between check periods in accordance with the following procedure:

The Road Foreman of Engines may increase the number of extra and/or pooled engineers over and above the number required by the last mileage check. When such additions are made, the local chairman or his representative will be notified either orally or in writing of such increase. If the local chairman or his representative takes exception, he will (within twenty-four (24) hours) notify the Road Foreman or his representative of his reason for the objection. The Road Foreman or his representative will then meet promptly with the local chairman or his representative (within twenty-four (24) hours of notification) to discuss the matter.

The Road Foreman of Engines or his representative may take off extra and/or pooled engineers over and above the number required by the last mileage check which he has added during a checking period. If the local chairman or his representative has evidence that the work load on the extra list(s) and/or pool(s) has decreased since the additions) were made, he may request a reduction in the number of engineers to the Road Foreman or his representative (either orally or in writing) notifying him of his reason for the request. Should the Road Foreman or his representative then refuse to make the reductions, the two will meet promptly (within twenty-four (24) hours of notification) to discuss the matter, at which time the Road Foreman or his representative must give reason(s) as to why the reductions were not made.

11. When the extra list is increased as a direct result of vacancies created by vacations, the Road Foreman of Engines may at his discretion reduce the extra list to the extent such vacation vacancies cease to exist.

12. When due to an emergency situation such as, but not limited to floods, storms, wrecks, strikes, etc., it becomes desirable to reduce the working list of engineers in any or all classes of service, the Road Foreman of Engines may reduce such working list as he deems prudent without regard to this Article 22.

13. Engineers preparing time returns will make such returns in triplicate and turn in all copies. Such returns will be used by the Road Foreman or his designated representative, in making computations for regulating mileage pursuant to the provisions of this Article 22.

14. Falsification of time returns or duplicates, or failure to turn in a time return in triplicate for the purpose of affecting mileage regulation shall be considered a proper basis for discipline.

15. In the computation of mileage of road and yard extra lists, and in pool service, mileage made by emergency engineers will not be used in such computations if the average mileage of such extra lists and/or pool service is between the minimum and the maximum limitations set forth in paragraph 3.

16. Should the average mileage or days earned by road extra lists, yard extra lists or pool service fall below the minimum mileage, no emergency miles will be counted, except that mileage made by emergency engineers due to extra engineers being off will be charged to the extra list that should have protected the vacancy.

17. Should the average mileage or days earned by road extra lists, yard extra lists, or pool service, exceed maximum mileage, all emergency miles will be counted.

18. It is expected that some date in the future, a "computer printout" will be available which will contain the necessary information for mileage computations. When such "computer printout" is made available, the Road Foreman may use same for mileage computation, and at that time the present checking periods will be changed to fourteen (14) day periods and the mileage adjusted accordingly.

19. It is understood and agreed in the regulation of mileage, neither the minimum nor the maximum mileage is guaranteed and the Company will not assume any expense for the application of this Article 22.

ARTICLE 23

EATING AND SLEEPING ACCOMMODATIONS

Road engineers will not be tied up between their terminals except at points where food and lodging can be procured.

NOTE: The above rule will be considered as being satisfied when the engineer is transported to a point where food and lodging can be obtained. Lodging will be furnished by the Carrier. In the event food cannot be procured at the point of lodging or within 2,500 feet thereof, transportation will be furnished.

ARTICLE 24

LEAVE OF ABSENCE

1. The division superintendent may grant a leave of absence to engineers for the following purposes:

- (a) Educational purposes
- (b) Elected political position
- (c) Governmental appointments

2. Leaves of absence for other purposes must have the approval of the general chairman.

3. Engineers selected for official positions with the Company or as full time union representatives with the Brotherhood of Locomotive Engineers will retain their seniority rights while so engaged. Engineers performing union duties as described above will so notify the superintendent of his division in writing.

ARTICLE 25

LEARNING THE ROAD

Engineers will be paid only for learning the road when ordered, transferred temporarily or otherwise to a division or district on which they have no seniority rights.

ARTICLE 26

SPECIAL TRAINS AND LIGHT ENGINE MOVEMENTS

1. Engineers handling excursions and special passenger trains will be compensated at the through freight rate of pay and if relieved at an away-from-home terminal, will not be detained more than sixteen (16) hours, after which he will be deadheaded to his home terminal on the first available train.

2. Engineers handling light engines to any point being relieved will, if not used within sixteen (16) hours, be deadheaded back to their home terminal on the first available train.

ARTICLE 27

SPECIFIED RUNS

1. Engineers in freight service will receive one hundred (100) miles and overtime on same basis for runs made in each direction between the points mentioned below, according to class of engine or other power used:
 - (a) Crewe and Lynchburg
 - (b) Roanoke and Buena Vista
 - (c) Roanoke and Lofton, Greenville or Stuarts Draft
 - (d) Roanoke and Price
 - (e) Shenandoah and Shenandoah Junction
 - (f) Roanoke and Pulaski
 - (g) Bluefield and Radford

ARTICLE 28

MISCELLANEOUS

1. Hostlers will be provided at division terminals.
2. When change of a division or train run requires men to change their place of residence, they will be furnished free transportation for their families and their household goods.
3. Weight on drivers means total weight of all units coupled in multiple in working order. (See table of weight on drivers,)

4. It is the policy of the management of the Company to find employment for disabled employees.

5. An engineer leaving the service of the Company either of his own accord or dismissal, will, if he so requests, be furnished a letter signed by the division superintendent.

6. (a) Operation of Diesels and/or Other Locomotives

Engineers in all classes of road service (including passenger), will operate diesel-electric and/or other locomotives from the right side of the locomotive cab in the direction that train is to be operated from point of origin to point of destination and not points in between (in turnaround service, turnaround point is point of destination for 2oing trip and point of origin for return trip), and will not be required to operate from any other position in the locomotive cab, except as provided in paragraph 1 below.

(1) Diesel-electric and/or other locomotives with single controls located on the right side with long hood forward may be operated from the left side of the locomotive cab in a forward movement provided:

- (A) No facilities are available to turn the locomotive at the point where it is dispatched from.
- (B) The "System Operations Center" exerts every effort possible to have dieselectric and/or other locomotives that are equipped with cab controls located on the right side for a forward movement available at all points where they may be dispatched from.
- (C) Engineer be permitted to turn locomotive at first point where facilities are available.

NOTE: In the event an engineer is required to set off his lead unit for any reason, and no other locomotive unit in the consist has cab controls on the proper side which can be switched to the lead, the locomotive may be operated from the left side of the cab to the first point where it can be, either turned or another locomotive unit is available, with cab controls properly located, added as the lead unit.

(2) If, in the future, an effective means is developed to reduce exhaust fumes in the operating cab, consideration will be given to incorporating such development on locomotives operated with long hood forward.

(3) Cab-equipped diesel-electric and/or other locomotives purchased or acquired by the Carrier subsequent to the effective date of this Agreement will be either dual controlled or single control located on right side with short hood forward.

(4) Locomotives acquired in the future where alternatives in the location of the operating controls and appurtenances related thereto, differing from past design, are made available to the Carrier by the manufacturer, the Carrier will solicit the opinion of

the General Chairmen concerning the desirability of such alternatives.

ARTICLE 29

INVESTIGATION AND DISCIPLINE

1. No engineer will be taken off or placed on trial for any alleged offense committed without fair and impartial hearing before the proper officials, within five (5) days, if practicable, from time the said offense was committed. An employee charged with an offense will have the right to be present at the investigation. Should it be proven at the investigation that he is innocent of the said charge, he will be paid for all time lost; and, if he so desires, he may choose a representative who is an employee of the Company, or his duly accredited representative, to be present at the investigation. Should it be proven at the investigation that he is guilty of said charge, he will be notified within fifteen (15) days after date of investigation of discipline imposed. If discipline is applied the employee or his duly accredited representative will, upon request, be furnished a copy of the transcript of the investigation. If an engineer considers action taken unjust, he will have the right of appeal.

2. When an engineer is summoned by the Company to attend an investigation of an occurrence in which no responsibility attaches to him, he will be paid for actual time lost attending the investigation. If no time is lost and the investigation is completed in two (2) hours or less, he will be allowed two (2) hours'

pay at minimum rate of last class of service performed.
If time held at an investigation is in excess of two
(2) hours and not more

-50-

ARTICLE 28-29

than eight (8) hours, he will be allowed four (4) hours' pay at minimum rate of last class of service performed. If time held at an investigation is in excess of eight (8) hours, he will be allowed half pay on a minute basis at the minimum rate of the last class of service performed, in addition to the four (4) hours.

If he is required to attend an investigation at other than the home terminal of his assignment and transportation is not offered by the Carrier, he will be allowed nine (9) cents per mile for official highway mileage if he actually drives his personal automobile, and in addition he will be allowed \$2.75 for each normal meal period with a maximum of three (3) meals per day, and if required by the Company to remain overnight, the Carrier will furnish necessary lodging.

NOTE: It is understood that where reference is made to "normal meal period" that such period will be considered 7:00 a.m. to 8:00 a.m. for breakfast, 12:00 Noon to 1:00 p.m. for lunch and 6:00 p.m. to 7:00 p.m. for dinner. It is further understood that when an investigation extends into or through such time that the above meal period will be extended accordingly.

3. An extra engineer who is instructed by the Carrier to attend an investigation, court hearing, safety meeting, etc., will not be required to mark off but must notify the proper authority of his required attendance and his availability upon completion of such. However if he should not be available for call as result of his attendance, he will be marked to the foot of the list. This is also applicable to an extra engineer who is acting as an employee representative and/or witness attending investigations only.

An extra engineer marking off for any reason will not be permitted to mark up for service until the expiration of twelve (12) hours except at the request of the Carrier.

An extra engineer who has marked off and misses a call for an outlying vacancy will, upon reporting for service, be required to relieve the engineer occupying the outlying vacancy, without expense to the Company.

It is the responsibility of an extra engineer to make known his availability for service.

ARTICLE 30

TIME LIMIT ON CLAIMS

All claims or grievances arising on and after November 1, 1948, shall be handled as follows:

1. All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Company authorized to receive same, within sixty days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty days from the date same is filed, notify the employee or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

2. If a disallowed claim or grievance is to be appealed, such appeal must be taken within sixty days from receipt of notice of disallowance, and the representative of the Carrier shall be notified of the rejection of his decision. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances.

3. The procedure outlined in paragraphs 1 and 2 shall govern in appeals taken to each succeeding officer. Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within sixty days after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All claims or grievances involved in a decision of the highest officer shall be barred unless within six months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the six months period herein referred to.

4. All rights of a claimant involved in continuing alleged violations of agreement shall, under this rule, be fully protected by continuing to file a claim or

grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the Carrier. With respect to claims and grievances involving an employee held out of

-52- ARTICLE 30

service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

5. This rule recognizes the right of representatives of the Brotherhood, party hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

6. This rule shall not apply to requests for leniency.

ARTICLE 31

SWITCHING

Section 1 - Williamson Yard Switching

1. Effective 12:01 p.m., March 25, 1957, seniority rights of Williamson yard engineers are extended to include the territory from Station 28 plus 50 to Station 5203, except as provided for in paragraph 2 of this section.

2. Road engineers will continue to perform work, the same as they have in the past, at Crystal Block Coal and Coke Company operation and on Sycamore Branch beyond the Gulf Refining Company.

3. It is understood Williamson Yard crews will continue to perform work, the same as they have in the past, at the Gulf Refining Company which is located on Sycamore Branch a short distance beyond Sycamore Branch Junction.

Section 2 - Kenova-Neal Switching

1. Effective November 5, 1955, seniority rights of Kenova Yard engineers are hereby extended to include the territory from Mile Post NA-56, plus 4413.8 feet to Mile Post NA-54.

2. Effective November 5, 1955, road engineers will be allowed thirty (30) minutes at pro rata through freight rate when required to pick up and/or set off cars on Neal passing track, or any extension of such track, or any new track or tracks installed between

Mile Posts NA-54 and NA-57, in Kenova Yard, Kenova, WV.
The thirty (30) minutes

-53-

ARTICLE 30-31

allowance will be allowed only for picking up and/or setting off cars on Neal passing track, or any extension of such track, or any new track or tracks installed between Mile Posts NA-54 and NA-57, and the allowance will be applied independent of the road trip or other special allowances provided for in the Engineers' Agreement. The thirty (30) minutes allowance will not apply when a road crew stops only for the purpose of setting off a defective car (such as hot box, dragging brake rigging, etc.) on Neal passing track, or any extension of such track, or any new track or tracks installed between Mile Posts NA-54 and NA-57.

Picking up and/or setting off by a road crew on Neal passing track, or any extension of such track, or any new track or tracks installed between Mile Posts NA-54 and NA-57, will be considered work separate and apart from any other work required of road crews, under applicable rules, in any other part of Kenova Yard. For example: A road crew may properly be required to pick up and/or set off on any track or tracks in Kenova Yard without regard to any pick up and/or set off being required of the same road crew on Neal passing track, or any extension of such track, or any new track or tracks installed between Mile Posts NA-54 and NA-57.

3. NW road or yard crews may deliver loads and pull empties from tracks constructed for Oglebay-Norton traffic. Oglebay-Norton crews may move such loads to its facility and return empties to these tracks pursuant to service requirements.

in order for Oglebay-Norton crews to move loads and empties between the new tracks and its facility, such crews may use the main track as a running track, including any necessary head room on such main track.

Section 3 - Elmore Yard Switching

1. Road engineers will be given recovery periods commencing in March and September of each calendar year. Both recovery periods will begin with the first work day of the first work week beginning in March and September on the selected assignments. The March recovery period will be of four (4) work weeks duration on a first shift yard assignment. The September recovery period will be of five (5) work weeks duration on a second shift yard assignment.

2. The engineers' local chairman will request the Road Foreman of Engines to preadvertise a selected yard assignment for road engineers as provided for in paragraph

-54-

ARTICLE 31

(1) above. Five (5) days prior to the end of each recovery period, the assignment will be preadvertised for yard engineers.

3. The road engineer working a recovery period under the terms of this Agreement will work under yard rules and regulations.

4. After the assignment is awarded to a road engineer, vacancies occurring during the designated recovery period will be filled by extra road engineers except in emergency where there are no road extra or emergency road engineers available at Elmore Terminal. In such cases, yard engineers will be used.

5. If no road engineer bids on the yard assignment, no recovery will be allowed for that period and the yard engineer assigned thereto will remain on the assignment.

NOTE: This does not preclude road engineers who are absent on account of sickness, suspension, leave of absence or vacation, if entitled to the assignment, from claiming and having the assignment provided he makes application in writing within seven (7) days after his return. (This only applies to the two recovery periods referred to herein.)

6 Engineers electing to avail themselves of the recovery work will not be considered as having been relieved of their obligation to protect the highest paying job available to them in accordance with the terms of the applicable protective agreement.

7. Where service interruptions or changes occur which would result in inequities to either yard or road engineers under the terms of this Agreement, the General Chairman will advise the superintendent in writing of the change to be made in the recovery period in order to correct such inequities.

Section 4 - Hagerstown-Vardo

1. Road engineers may be required to originate and/or terminate their road trip in the Western Maryland Railway Company yard at Hagerstown, MD, and the following will apply:

-55-

ARTICLE 31

2. The switching limits at Hagerstown will be moved to Hager Tower.

3. For the purpose of computing final terminal delay time only, the former switching limits at Vardo will be used. All road engineers who are subject to provisions of the final terminal delay rule of their respective agreement will be allowed a minimum of one (1) hour final terminal delay time at the appropriate rate, provided they are not on overtime on arrival at such former switching limits. To be compensated for two (2) hours final terminal delay time, road engineers must be delayed one (1) hour and forty-six (46) minutes after arrival at such former switching limits, etc.

4. Southbound pool freight crews originating in Western Maryland Railway Company yard will not be required to set off at Vardo. Northbound pool freight crews whose final destination is the Western Maryland Railway Company yard will not be required to pick up at Vardo. Vardo will be treated as an intermediate point at which NW road crews may perform the necessary switching, including picking up and setting off cars.

NOTE: In the application of the first two sentences of this paragraph 4, it is understood that a car or cars interchanged to the Penn Central at Vardo, which the Penn Central rejects as bad order and must be moved to the Western Maryland yard for repairs, may be switched out and/or picked up at Vardo and moved to the Western Maryland yard by NW northbound crews destined Western Maryland yard and may be returned to Vardo by NW southbound crews for interchange to Penn Central when repaired.

5. Northbound pool freight crews will not be turned at Vardo when other pool freight crews are rested at Hagerstown. When a pool freight crew is turned at Vardo, such crew will commence a new day when the inbound train has been disposed of.

6. A southbound pool freight crew originating in Western Maryland Railway Company yard, which is delayed at Vardo, will be compensated at pro rata rate on a minute basis for all time held in excess of seventy-

five (75) minutes in addition to all other pay and allowances.

-56-

ARTICLE 31

Section 5 - Winston-Salem Switching

1. In addition to switching service permitted by yard crews outside switching limits under provisions of the respective rules covering switching service for new industries, the following will apply:

2. Cars necessary to be turned at Winston-Salem may be turned by yard crews on the wye track located at the new automobile unloading facility, which is located outside switching limits, without penalty.

3. Yard crews may handle cars from the automobile unloading facilities, located inside switching limits to the storage tracks, located outside switching limits, without penalty. Yard crews may handle cars from the storage tracks, located outside switching limits, to the automobile unloading facilities, located inside switching limits, without penalty.

4. The above is in no way intended to prohibit road crews from picking up and/or setting off on storage tracks at the new automobile unloading facilities, located outside switching limits.

5. For the purpose of computing final terminal delay time, the present yard limit board (R-120 plus 1,135 feet) will be used. All road engineers who are subject to provisions of the Final Terminal Delay Rules of their respective agreements, will be allowed a minimum of one hour final terminal delay time at the appropriate rate, provided they are not on overtime on arrival at Winston-Salem yard board. To be compensated for two hours final terminal delay time, road engineers must be delayed one hour and fifty minutes after arrival at the yard board.

Section 6 - Lone Star-Petersburg Shifter

Shifter service may be established to serve Lone Star Industries or its successors at Petersburg, VA, under the following conditions:

1. The home terminal of the assignments) will be Petersburg and the crews may be required to operate back and forth over their assigned territory.

2. The assigned territory of the shifter(s) will be between Jack and Puddledock.

-57-

ARTICLE 31

3. When there are shifter crew(s) assigned or under advertisement to perform service under the provisions of this Agreement, they will handle all loads of stone and empty cars between Jack and Puddledock and will perform no service between the west switching limits of Petersburg Yard and the switch leading off of City Point Branch line to Puddledock except to set off bad order cars and/or pick, up bad order cars previously set off by this shifter.

It is understood. that this paragraph 3 permits the road shifter(s) to perform any switching in connection with its own train at Puddledock (including the spotting of loads and pulling of empties and the movement of other cars or equipment blocking its movement).

4. Engineers assigned to the above referred to shifter(s) will be guaranteed not less than five (5) days per week at the appropriate local freight rate of pay (pursuant to the provisions of Article 7 of the schedule agreements) to the extent they are available for service. They will be called for service on the sixth or seventh day of the calendar week when service requirements are necessary (calendar week begins on Monday).

5. Any rules, regulations or practices which conflict with these road shifter(s) performing the service herein described are superseded by this Agreement.

6. Engineers in this service will have an assigned starting time which may be changed one time in a calendar day provided notice is given no later than one (1) hour and fifteen (15) minutes prior to the assigned reporting time.

7. With the exception of the service set forth herein, yard crews will continue to perform their normal switching service at Puddledock and road crews will continue to perform their normal switching service at Lone Star Industries located in the vicinity of Jack.

ARTICLE 32

PUSHER SERVICE

1. Pusher-helper engineers who assist in making up trains will be allowed fifty-six (56) cents per hundred miles or less in addition to all other pay and allowances.

NOTE: The handling of cabooses by pusher crews is considered a part of "making up" of trains.

-58- ARTICLE 31-32

2. Radford Division-Whitethorne Pusher Service

(a) Pusher (helper) service, with home terminal Whitethorne, VA, will be available on the Radford Division to assist any and all trains at the discretion of the train dispatcher.

(b) Living quarters will be furnished at Whitethorne, VA, consisting of two bedrooms with double bunks in each room, a lounge area with couch, chair and table; a bath with shower and sanitary facilities. Each of the foregoing areas to be separated and made private by doors and partitions. In addition, cooking facilities consisting of stove, sink, refrigerator and cabinets will be furnished. These quarters will be maintained in a neat and orderly fashion by the employees using them.

(c) The Roanoke extra list of the Radford Division will protect vacancies allocated to that division. The Roanoke extra list of the P&D District will protect vacancies allocated to that division. In the event the Roanoke extra list of the Radford Division cannot protect vacancies allocated to that division, such vacancy will then be protected by the Roanoke extra list of the P&D District and vice versa.

(d) Within ten (10) days following the end of each calendar quarter, the Road Foreman of Engines of the Radford Division will furnish the General Chairman of Brotherhood of Locomotive Engineers with the number of trains assisted in the previous quarter, separated by trains originating on the P&D District and trains originating on Radford Division. The General Chairman will then furnish the Road Foreman of Engines with the allocation to be made to the P&D District.

NOTE: The stipulations set forth in the above paragraph (d) are not required if no P&D District trains are assisted by Whitethorne pushers during the calendar quarter.

(e) This understanding in no way modifies or limits provisions of the more than one class of Road Service Rule.

ARTICLE 33

Interdivisional, Interseniarity District,
Intradivisional and/or Intraseniarity
District Service (Freight or Passenger)

Section 1 - National Rule

1. Where an individual carrier not now having the right to establish interdivisional, interseniarity district, intradivisional or intraseniarity district service, in freight or passenger service, considers it advisable to establish such service, the Carrier shall give at least thirty days' written notice to the General Chairman or chairmen of the committees) of the Brotherhood of Locomotive Engineers involved, of its desire to establish service., specifying the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

The parties will negotiate in good faith on such proposal and shall recognize each others fundamental rights, and reasonable and fair arrangements shall be made in the interest of both parties. Such rights and arrangements shall include, but not be limited to the following:

- (a) Runs shall be adequate for efficient operations and reasonable in regard to the miles run, hours on duty and in regard to other conditions of work.
- (b) All miles run over one hundred (100) shall be paid for at the mileage rate established by the basic rate of pay for the first one hundred (100) miles or less.
- (c) When an engine crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the engine crew.

NOTE: Suitable transportation includes carrier

owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

(d) On runs established hereunder engine crews will be allowed a \$1.50 meal allowance after 4 hours at the away-from-home terminal and another \$1.50 allowance after being held an additional 8 hours. (Increased to \$2.75 effective October 1, 1978.)

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

3. In the event the Carrier and such committee or committees cannot agree on the matters provided for in Section 1(a) and the other terms and conditions referred to in paragraph 2 above, the parties agree that such dispute shall be submitted to arbitration under the Railway Labor Act, as amended, within 60 days from the date of notice by the Carrier of its intent to establish services pursuant to this Article 33. The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the Carrier to establish interdivisional, interseniority district, intradivisional, or intraseniority district service in the particular territory involved in each such dispute but shall be accepted by the parties as the conditions which shall be met by the Carrier if and when such interdivisional, interseniority district, intradivisional, or intraseniority district service is established in that territory. Provided further, however, if Carrier elects not to put the award into effect, Carrier shall be deemed to have waived any right to renew the same request for a period of one year following the date of said award, except by consent of employees party to said arbitration. In its decision the Arbitration Board shall include among other matters decided the provisions set forth in paragraph 5 below for protection of employees adversely affected as a result of the discontinuance of any existing runs or the establishment of new runs resulting from application of this rule.

4. Interdivisional, interseniority district, intradivisional or intraseniority district service and/or agreements in effect on the date of this Agreement are not affected by this Article 33.

5. Every employee adversely affected either directly or indirectly as a result of the application of this rule shall receive the protection afforded by Sections 6, 7, 8, and 9 of the Washington Job Protection Agreement of May 1936, except that for the purposes of this Agreement Section 7(a) is amended to

read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 5 years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.

-61-

ARTICLE 33

Any employee required to change his residence 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 (\$400.00) and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Under this section, change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

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

Section 2 - Interdivisional Time Freight Service
Bluefield, WV, to Portsmouth, OH

1. Notice of Service

The Carrier will give the General Chairman of the Brotherhood of Locomotive Engineers a written notice of not less than ten (10) days of its intention to operate engineers on time freight assignment Nos. SB-77, 78, 86 And NB-87 between Bluefield and Portsmouth, via Williamson in both directions. Engineers on these time freight assignments will not be turned short of Bluefield and/or Portsmouth. Engineers on these time freight assignments will not be pooled but will be assigned to operate only one of the above numbered assignments in each direction. The reporting points of the engineers both in Bluefield and Portsmouth will be the points for registering off duty on the return leg of the trip, except as otherwise provided for. They may be required to perform road freight service in the territory of the assignment in accordance with the applicable rules of the schedule agreement.

2. Allocation of Assignments

For the purpose of this Agreement, the term "district" refers to "seniority district." Except for the equalization procedure of 3 below, engineers from the Pocahontas Division district will be entitled to 50% and engineers from the Kenova District of the Scioto Division will be entitled to 50% of the interdivisional time freight assignments. Actual mileage between Bluefield and Williamson is 104 miles; actual miles between Williamson and Portsmouth is 112 miles.

-62-

ARTICLE 33

3. Equalization of Assignments

(a) For the purpose of equalizing the time freight assignments, engineer assignments otherwise allocated to the Pocahontas District will be preadvertised to the engineers of the Kenova District during the month of February of each year. Such assignments will be included in the Kenova District allocation for the necessary time to equalize mileage to the nearest round trip, excess mileage to be carried over.

(b) The Carrier will maintain a record of the trips operated by the assignments of each district for the period January 1 through December 31, of each year and will, on or before January 10, furnish a statement to the interested General and Local Chairmen of the Brotherhood of Locomotive Engineers, showing the total trips operated by the assignments of each district during the year. Within ten (10) days from receipt of the report, the two local chairmen will confer and upon request made to the proper carrier representatives, an adjustment will be made pursuant to (a) of this paragraph 3.

NOTE: The term "trips" as used herein means a tour of duty in either direction, including deadheading.

4. Equalization of Trips

(a) Five (5) days prior to the effective date equalization recovery is to begin the junior Pocahontas Division engineer holding assignment in interdivisional service between Bluefield and Portsmouth will be notified his assignment is abolished as of such date.

At the same time the Pocahontas Division assignment will be preadvertised to the Kenova District engineer of the Scioto Division and the senior applicant will be assigned thereto.

In the event there are no applicants from the Kenova District, the Pocahontas Division engineer will remain

on the assignment until displaced or he bids to another assignment under rules of the schedule agreement. In the event the latter occurs, the recovery due the Kenova District will be considered as being fulfilled for that year.

(b) Bluefield will be considered the away-from-home terminal for the Kenova District engineers only for the purpose of Article II, EXPENSES AWAY FROM HOME, of the amended June 25, 1965 "5 OPS" Agreement.

-63-

ARTICLE 33

(c) The successful Kenova District applicant for the Pocahontas Division assignment will be deadheaded to Bluefield and paid on a mileage basis at the 950,000 1,000,000 pounds weight on drivers through freight rate of pay.

The Kenova District engineer holding the assignment at the end of the recovery period will be deadheaded back to Portsmouth and paid in a like manner. No other deadhead allowances will be made which result from a Kenova District engineer holding a Pocahontas Division assignment.

(d) When a temporary vacancy exists on the assignment it will be filled by the extra list at the terminal where the vacancy occurs and will be manned for one (1) round trip, except that should the engineer mark off at Portsmouth on the last trip of the recovery period the extra engineer will man the assignment to Bluefield and be deadheaded pursuant to Paragraph (c) above.

In the application of this paragraph (d) trips made by extra engineers from either district during the recovery period will not be counted in determining the recovery period for the following year.

e) The above stated procedures will be followed for all future recovery periods established under paragraph (c).

5. Filling Vacancies

(a) If a vacancy occurs at the away-from-home terminal, such vacancy may be filled by an engineer from the other district, if available at that point, without recovery from the district to which the position is allocated. The engineer will then be deadheaded on arrival of the run at the home terminal pursuant to the terms of the deadhead rule.

(b) If relief is required by an engineer on a time freight assignment in the territory:

- (1) Bluefield to and including Williamson, in either direction, a Pocahontas District extra engineer will be used.
- (2) Portsmouth to but not including Williamson, in either direction, a Kenova District extra engineer will be used.

NOTE: In cases where relief is required by an engineer on line of road and a demoted engineer is employed on the train, such demoted engineer will be used and paragraphs (b)(1) and (2) will not apply. Otherwise, an available extra engineer may be obtained from the nearest extra list.

6. Annulments

(a) An assigned interdivisional engineer whose run is annulled at the home terminal will be deadheaded to the opposite terminal to protect the return leg of the assignment if it is to be operated. However, if there is insufficient time to deadhead the engineer to the opposite terminal, an extra engineer from the other district will be used on the return leg of the assignment, and the regular assigned engineer standing for the run will be allowed the earnings made by the extra engineer on the return leg.

(b) An engineer whose return run is annulled at the away-from-home terminal will be deadheaded to the home terminal to protect his assignment.

(c) Any engineer deadheaded under the provisions of paragraphs (a) and (b) of this item 6 will be deadheaded pursuant to the terms of the deadhead rule.

7. Qualification of Engineers

No engineer will be required to lose time for the purpose of learning the territory beyond his former seniority district. All engineers will be called for vacancies on the referred to interdivisional time freight assignments in accordance with their respective current schedule agreement, and will not be run around account not being qualified.

8. Engineers assigned in interdivisional time freight service will not be called off their assignments to perform other service except in

emergency, and when so used will be guaranteed no less than the earnings of their regular assignment.

9. National Rule Coverage

Section 1, Article VIII, May 13, 1971 National Agreement is applicable to engineers in this service.

-65-

ARTICLE 33

10. Meal Periods

In order to expedite the movement of these interdivisional runs, engineers will not stop to eat and will be paid \$1.50 per trip in lieu thereof.

11. Suitable Lodging

Suitable lodging at the away-from-home terminal will be provided engineers in this interdivisional service in accordance with Article II of the June 25, 1964 National Agreement as amended.

12. The following items on engines used in "Interdivisional" service will be maintained in proper condition:

- (a) Cab heaters
- (b) Cab weather-stripping
- (c) Windshield and wiper
- (d) Drinking water
- (e) Toilet facilities

Engineers will report defects of items listed above on proper form supplied for such purpose. Notation by engineers of defects will contain sufficient detail to enable prompt identification and correction of such defects.

13. Due to the nature of the service involved Article 22 - "REGULATION OF MILEAGE", as revised, has no force or effect on mileage made in connection with runs provided for in this Agreement.

14. Scioto Division engineers in this interdivisional time freight service whose engines are being run through to Roanoke, may, if they so desire, register off duty at the East Yard office. This will be accomplished by such engineer calling the Bluefield Call Office and furnishing the caller with the necessary information.

15. Where Carrier provides transportation for engineers from points where train is yarded to their off duty points, engineers in this service will be moved directly to such points. This will not prevent the assembling of the crew as a unit.

-66-

ARTICLE 33

This understanding applies only to engineers in this interdivisional service and will not be used or referred to by either party in connection with any other situation.

16. Engineers working in this service will be paid at the local rate of pay.

17. Engineers in this interdivisional service will be allowed an additional meal period for each 24-hour period or portion thereof, following the first 24-hour period.

Section 3 - Interdivisional Pool Freight Service
Bluefield to Portsmouth, OH

1. Notice of Service

(a) The Carrier will give the General Chairman of the Brotherhood of Locomotive Engineers a written notice of not less than ten (10) days of its intention to operate engineers in interdivisional pool freight service between Bluefield, WV, and Portsmouth, OH, via Williamson, WV, in both directions, including intersecting branch lines; provided, however, service by interdivisional crews shall not be required on more than three such branch lines in a single straight-away trip.

(b) The miles run on any branch line shall be added to the miles of the straight-away trip.

2. Allocation of Assignments

(a) For the purpose of this Agreement, the term "district" refers to "seniority district." Engineers from the Pocahontas Division district will be entitled to 48% and engineers from the Kenova District of the

Scioto Division will be entitled to 52% of the interdivisional pool freight work. Actual mileage between Bluefield and Williamson is 104 miles; actual miles between Williamson and Portsmouth is 112 miles.

(b) Sufficient engineers will be initially placed in this interdivisional pool freight service on basis of present mileage regulations and divided accordingly between the Pocahontas and Scioto Divisions. The opposing pools will be adjusted in accordance with the Engineers Schedule Agreement by using the combined mileage of both pools, and any adjustments resulting therefrom, will be made as near as possible to do so, pursuant to the percentages allocated to each respective district.

-67-

ARTICLE 33

3. Equalization of Mileage

(a) For the purpose of equalization of mileage for engineers in interdivisional pool freight service Bluefield to Portsmouth, the Carrier will maintain a record of miles operated and/or deadheaded by each engineer from each district and will compute the accumulation of overmiles at the close of each checking period pursuant to the percentage allocation. (52% Kenova District and 48% Pocahontas District).

(1) When the overmiles exceed 4,000 miles, the Road Foreman of Engines will preadvertise one engineer's assignment to the district with the undermiles and on the effective date of the assignment one engineer's assignment will be abolished on the district with the overmiles.

(2) Changes in assignment will only be effective at the home terminal and the advertisement bulletin will so stipulate.

(b) In accordance with paragraph 2(b) when due to mileage regulations it is necessary to decrease or increase the total number of assignments in the pool and such increase or decrease results in an odd number of assignments the district with no accumulated overmiles will be given the greater number of assignments.

4. Home Terminals

Home terminals in this interdivisional service will be Portsmouth, OH, for Kenova District engineers and Bluefield, WV, for Pocahontas District engineers. Engineers on these pool freight assignments will not be turned short of Bluefield, WV, and/or Portsmouth, OH.

5. Filling Vacancies, Displacements, Etc.

(a) Vacancies of engineers in this service at the home terminal of the assignment will be filled by the extra list at the home terminal.

(b) Engineers assigned in either pool will not be permitted to lay off at the away-from-home terminal of the assignment, except in bona fide emergency cases. If a vacancy occurs at the away-from-home terminal, such vacancy may be filled by an engineer from the other district, if available at that point, without recovery from the district to which the position is allocated. The engineer will then be deadheaded on arrival of the run at the home terminal pursuant to the terms of the deadhead rule.

-68-

ARTICLE 33

(c) If relief is required for an engineer in this interdivisional pool freight service account of the Hours of Service Act in the territory:

(1) Bluefield to and including Williamson, in either direction, a Pocahontas District extra engineer from Bluefield will be used.

(2) Portsmouth to but not including Williamson, in either direction, a Kenova District extra engineer from Portsmouth will be used.

(3) Upon completion of the relief service provided for in (1) and (2) above, the extra engineer will be deadheaded on arrival at the home terminal if it is not his supply point.

NOTE: In cases where relief is required by an engineer for reasons other than set out in paragraph (c), and a qualified demoted engineer is employed on the train, such demoted engineer may be used to operate the train to the terminal. Otherwise, an available extra engineer may be obtained from the nearest extra list.

(d) An engineer displacing another engineer in this service may only do so at the home terminal of the assignment to which he is exercising his displacement rights.

6. Qualification of Engineers

No engineer will be required to lose time for the purpose of learning the territory beyond his former seniority district. All engineers will be called for vacancies on the referred to interdivisional pool freight assignments in accordance with their respective

current schedule agreement, and will not be run around account of not being qualified.

7. Active and Inactive Boards

(a) "Active" and "inactive" lists will be maintained at Portsmouth and Bluefield for engineers in this service.

(b) The "active" list at each terminal will be the list from which engineers will be called in turn to man trains operating to the other terminal pursuant to the provisions of paragraphs (f) and (g) of this paragraph 7.

(c) The "inactive" list will be a list of engineers who are at their home terminal and have not been advanced to

-69-

ARTICLE 33

the "active" list pursuant to the provisions of paragraphs (f) and (g) of this paragraph 7.

(d) Each engineer arriving at his "home terminal" will be placed at the bottom of the "inactive" list.

(e) Each engineer arriving at his "away-from-home" terminal will be placed at the bottom of the "active" list.

(f) Engineers on the "inactive" list will be placed at the bottom of the "active" list in their proper order after they have been off duty sixteen hours, except as provided for in paragraph (g).

(g) Engineers will be called (first-in first-out) from the active board at each terminal. If there are no engineers available with proper rest under the Hours of Service Law on the active board, then the first-out engineer from the inactive board with proper rest will be called. Should there be no engineer on either board which is properly rested, an extra engineer will be called and, on arrival at the opposite terminal, if engineers in this service are available at that terminal, the extra engineer will be deadheaded to his home terminal on the first interdivisional run (assigned or pooled) operating between Bluefield and Portsmouth.

(h) The total number of engineers in the opposing pools will be adjusted in accordance with the Engineers' Schedule Agreement by using the combined mileage of both pools, the adjustment to follow the allocation provisions of paragraph 2.

(i) Extra crews will be manned by extra engineers at the terminal from which the service originates.

(j) Engineers assigned in interdivisional pooled freight service will not be called off their pool turn to perform other service, including passenger service, except in emergency, and when so used

will be guaranteed no less than the earnings of their regular pool turn.

(k) Engineers in interdivisional pool freight service will not be held more than twenty-four hours at the away-from-home terminal. They will be either deadheaded on first available means or called for return service at the expiration of the twenty-four (24) hour period. Engineers at their home terminal will not be considered runaround in the application of this paragraph and no penalty payment shall accrue to such engineers.

NOTE: Engineers who are not called for service on or before the expiration of the 24-hour period will not later be used in service but will be deadheaded on the first interdivisional run (pooled or assigned) or Amtrak,

if space available, operating between Bluefield and Portsmouth.

(1) Engineers enroute in interdivisional service who are required to make more than three (3) pick-ups set-outs, or to perform more than three (3) instances of station switching (including any combination of more than three (3) pick-ups, set-outs or instances of station switching) will be paid for each additional pick-up, set-out or instance of station switching the actual time consumed with a minimum of one hour at 1/8 of the basic daily rate without deduction from all other time or miles earned on that day or trip.

8. General Conditions

(a) Engineers working in interdivisional pooled freight service shall not thereby acquire any seniority beyond the limits of their own seniority district.

(b) Suitable lodging at the away-from-home terminal will be provided engineers in this interdivisional pooled freight service in accordance with Article II of the June 25, 1964 National Agreement, as amended.

In addition, transportation will be provided to and from the point of lodging. In the event food cannot be procured at the point of lodging and/or within 2500 feet thereof, transportation will be furnished.

(c) In order to expedite the movement of these interdivisional runs, engineers will not stop to eat and will be paid \$1.50 per trip in lieu thereof. The same allowance will be paid to engineers deadheading in this service between terminals when they do not stop to eat enroute.

(d) The reporting points at the home terminal for engineers working in this interdivisional pooled freight service will be the points for registering off duty on the return leg of the trip.

(e) Engineers in this interdivisional pooled freight service will not be tied up enroute, but rather, will be deadheaded or continued in service to their final terminal.

(f) The following items on engines used in "Interdivisional" service will be maintained in proper condition:

- (1) Cab heaters
- (2) Cab weather-stripping
- (3) Windshield and wiper

-71-

ARTICLE 33

- (4) Drinking water
- (5) Toilet facilities

Engineers will report defects of items listed above on proper form supplied for such purpose. Notation by engineers of defects will contain sufficient detail to enable prompt identification and correction of such defects.

(g) Engineers in this interdivisional pooled freight service may be required to perform any road service on either district in accordance with schedule agreements applicable to time and/or pool freight service, except as otherwise provided for.

9. National Rule Coverage

Section 1, Article VIII, May 13, 1971 National Agreement, is applicable to engineers in this service.

Section 4 - Interdivisional Pool Freight Service Portsmouth, OH, to Bellevue, OH

1. Notice of Service

The Carrier will give the General Chairman of the Brotherhood of Locomotive Engineers a written notice of not less than thirty (30) days of its intention to operate engineers in interdivisional pool freight service between Portsmouth, OH and Bellevue-Sandusky, OH, via Columbus, OH, in both directions.

2. Allocation of Assignments

For the purpose of this Agreement, the term "district" refers to "seniority district." Engineers from the Columbus District will be entitled to 50% and engineers from the Sandusky District will be entitled to 50% of the interdivisional pool freight service (mileage).

Actual mileage between Portsmouth and Columbus is 98.77 miles; actual miles between Columbus and Bellevue is 103 miles.

3. Home Terminals

Home terminals in this interdivisional service will be Portsmouth, OH, for Columbus District engineers and Bellevue-Sandusky, OH, for Sandusky District engineers.

-72-

ARTICLE 33

Engineers on these pool freight assignments will not be turned short of Portsmouth, OH, and/or Bellevue, Sandusky, OH.

4. Mileage Regulations

(a) Sufficient engineers will be initially placed in this interdivisional pool freight service on the basis of present mileage regulations in effect on the respective districts and divided accordingly between the Sandusky and Columbus Districts. The opposing pools will be adjusted in accordance with the procedure set forth in paragraph (b) below, by using the combined mileage of both pools, and any adjustments resulting therefrom, will be made as near as possible to do so, pursuant to the percentages allocated to each respective district.

(b) Engineers will be regulated on the following mileage basis and adjustments will be made twice each month in accordance with the following:

First period to run from 12:01 a.m. 1st to 12:01 a.m. 16th, each month.

Second period to run from 12:01 a.m. 16th to 12:01 a.m. 1st of following month.

All mileage allowed on a trip or day started in a period will be charged to that period.

In making adjustments, the following formula will apply:

Multiply the total number of miles operated but excluding mileage equivalents (arbitraries, overtime, deadheads, etc.)

made in the checking period by two (2) and divide the number of engineers assigned in the combined pool. Then divide as follows:

If the average number of miles of the combined pool thus produced is less than 3,200 divide by 3,500 to determine the number of engineers to be assigned;

If the average number of miles of the combined pool thus produced is more than 3,800 divide by the appropriate mileage listed in the table below to determine the number of engineers to be assigned:

If the combined pool has:

1 through 5 assignments, divide by 3,500

6 through 8 assignments, divide by 3,600

-73-

ARTICLE 33

9 through 11 assignments, divide by 3,700

12 and over assignments, divide by 3,800

(Fractions will not count)

NOTE: This pool freight service will be regulated at 10:00 a.m. on the 5th and 20th of each month. The mileage figures will be made available to the involved Local Chairmen no later than 72 hours after the 1st and 15th of each month.

(c) When a change is made in the number of engineers in the pool or in the number of active turns such change will be made at 2:00 p.m. If an engineer to be removed from the pool is on the active board at the time specified, such engineer will not be removed until he has made a trip and returns to the home terminal.

5. Equalization of Mileage

(a) For the purpose of equalization of mileage, pursuant to the percentage allocation as set forth in paragraph 2 of this Agreement (50% Columbus District, 50% Sandusky District) for engineers in interdivisional pool freight service, Portsmouth to Bellevue-Sandusky, the Carrier will maintain a record of miles operated by each engineer from each district and will compute the accumulation of overmiles at the close of each checking period.

(1) When the overmiles exceed 4,000 miles, the Road Foreman of Engines will preadvertise one engineer's assignment to the district with the undermiles and on the effective date of the assignment, one

engineer's assignment will be abolished on the district with the overmiles.

(2) Changes in assignment will only be effective at the home terminal and the advertisement bulletining will so stipulate.

(b) In accordance with paragraph 4(b), when due to mileage regulations it is necessary to decrease or increase the total number of assignments in the pool and such increase or decrease results in an odd number of assignments, the district with no accumulated overmiles will be given the greater number of assignments.

6. Active and Inactive Boards

(a) Active and inactive boards will be maintained at Portsmouth and Bellevue for engineers for this service.

(b) Engineers arriving at their home terminal will be marked at the foot of the inactive board in the order of their arrival and will, if the number of engineers on that board exceed the quota of that inactive board, move the first out inactive engineer to the bottom of the active board.

(c) Each engineer arriving at his away-from-home terminal will be placed at the bottom of the active board.

(d) If the number of engineers on the active board exceeds the quota of that active board, the first out engineer will immediately be either called for service or deadheaded at the time such quota is exceeded.

(e) The total number of engineers to be assigned in the combined pool is to be determined as provided in paragraph 4. The Carrier will regulate the number of active turns. The quota for the inactive boards will be the difference between the number of active turns and the number of engineers assigned. The quota will not be changed at other than the semi-monthly checking period without conference with the Local Chairman.

(f) Engineers will be called (first-in first-out) from the active board at each terminal. If there are no engineers available with proper rest under the Hours of Service Law on the active board, the first-out engineer from the inactive board with proper rest will be called.

Should there be no engineer on either board which is properly rested, an extra engineer will be called to augment the pool and on arrival at the opposite terminal, if an engineer in this service is available or becomes available prior to such time that he is needed at that terminal he will be promptly deadheaded to his home terminal.

(g) Vacancies in this service at the home terminal of the assignments will be filled from the extra list at the home terminal.

(g) Engineers assigned in either pool will not be permitted to lay off at the away-from-home terminal of the assignment, except in bona fide emergency cases, and under such circumstances the vacancy will be filled by an extra engineer protecting vacancies at the away-from home terminal. An engineer filling a vacancy under these circumstances will, upon arrival at the opposite terminal, be promptly deadheaded back to his home terminal. An engineer laying off under the circumstances described herein will, when reporting for work, be required to do so at his home terminal.

- 75-

ARTICLE 33

(i) An engineer displacing another engineer in this service may only do so at the home terminal of the assignment to which he is exercising his displacement rights.

(j) If relief is required for an engineer in this interdivisional pool freight service account of the Hours of Service Act in the territory:

(1) Portsmouth to and including Columbus, in either direction, a Columbus District extra engineer from Portsmouth will be used.

(2) Columbus to and including Bellevue in either direction a Sandusky District engineer from the nearest extra list will be used.

(A) Columbus to west end of double track Harvey, use an extra engineer from the Columbus, OH, extra list, if available. Otherwise, from the Bellevue Sandusky extra list.

(B) West end of double track Harvey to Bellevue use extra engineer from the Bellevue-Sandusky extra list.

(3) Upon completion of the relief service provided for in (1) and (2) above, the extra engineer will be deadheaded on arrival at the terminal if it is not his supply point.

NOTE: In cases where relief is required by an engineer for reasons other than set out in this paragraph (j) and a qualified demoted engineer is employed on the train, such demoted

engineer may be used to operate the train to the terminal. Otherwise, an available extra engineer may be obtained from the nearest extra list.

(k) Engineers assigned in interdivisional pooled freight service will not be called off their pool turn to perform other service, including passenger service, except in emergency, and when so used, will be guaranteed no less than the earnings of their regular pool turn.

7. General Conditions

(a) Engineers working in interdivisional pooled freight service shall not hereby acquire any seniority beyond the limits of their own seniority district.

-76-

ARTICLE 33

(b) Engineers in this interdivisional pooled freight service will not be tied up enroute, but, rather, will be deadheaded or continued in service to their final terminal.

(c)(1) All engineers will be called for vacancies on the interdivisional pool freight assignments in accordance with their respective current schedule agreements, and, will not be run around account of not being qualified.

(2) Engineers required to qualify over segments of trackage with which they are not familiar and hold no permanent seniority will do so while on duty and under pay. Engineers will not be required to lose time or utilize off duty time for the purpose of qualifying.

(3) A qualified engineer pilot will be furnished to pilot an engineer who holds seniority as such on the effective date of this agreement over that portion of the territory which is not in his prior seniority district until such engineer has made five (5) round trips over that portion of the territory of which he is unfamiliar.

(4) Engineers used as pilots will be called from the respective engineers' extra list from the district where needed and may be used beyond the limits of their existing seniority district for the purpose of qualifying over the territory for which they are not qualified. After sixty (60) days from the date this agreement is placed in effect, if a demoted engineer, who is a member of the crew is qualified in the territory in which the engineer is not familiar, he may be used as a pilot and will be paid engineer's rate of pay for the entire trip.

The engineer-pilot will not be considered a part of the crew for which he was used as pilot after arriving at his away-from-home terminal but can be used as pilot on another crew on a return trip to his home terminal.

NOTE: Engineers, when acting as pilots, will be paid engineer's rate provided for class of service in which used.

If a demoted engineer is used as a pilot as set forth in (c)(4) of paragraph 7, the engineer who is being piloted will be allowed engineer-without fireman rate.

(d)(1) Engineers will be called as nearly as possible one hour and thirty minutes before time required to report for duty unless otherwise agreed to by the involved BLE Local Chairman and the local supervision.

-77-

ARTICLE 33

(2) Engineers in this service will go on and off duty at the New Administration Building, Bellevue, OH, regardless of where they may receive or yard their train in the Bellevue-Sandusky Consolidated Yard.

(3) Engineers in this service will go on and off duty at the West Yard, Portsmouth, OH.

(4) When engineers are required to board or detrain at a point other than the on-off duty point, within the terminal, when the distance exceeds 1600 feet suitable enclosed passenger motor vehicle shall be provided.

e) Suitable lodging at the away-from-home terminal will be provided pursuant to Article II, June 25, 1964 National Agreement, as amended, including transportation in connection therewith, prior to placing the interdivisional service runs in effect. In the event food cannot be procured at the point of lodging and/or within 2500 feet thereof, transportation will be furnished.

(f) Engineers in this service will not be allowed to stop and eat and will be paid \$1.50 per tour of duty in lieu thereof, including engineers deadheading on interdivisional runs.

(g) Engineers arriving at their away-from-home terminal or their home terminal will be placed on the inactive or active board on the basis of their arrival time at the yard limit board. Engineers deadheading on pool freight train will be marked up on the inactive or active board on the basis of their arrival time at the yard limit board and ahead of the engineer with which they are deadheaded.

Engineers deadheading on other than interdivisional pool trains will be marked up on the inactive or active board at the time they register.

(h) The following items on engines used in "Interdivisional" service will be provided and maintained in proper condition:

- (1) cab heaters, cab floors and running board clean; cab gauges and operating controls
- (2) cab weather-stripping
- (3) windshield and wiper
- (4) fresh drinking water and water coolers in clean and operating condition
- (5) toilet facilities

-78-

ARTICLE 33

- (6) speedometers
- (7) radios

Engineers will report defects of items listed above on the proper form supplied for such purpose. Notation by engineers of defects will contain sufficient detail to enable prompt identification and correction of such defects. Defects that are noted while enroute will be reported by the most expedient means of communication in order that they may be corrected at the next crew change point. Should any defects be noted prior to an engineer departing a crew change point, such defects will be corrected prior to his departure if at all possible.

(i) Engineers enroute in interdivisional service who are required to make more than three (3) pick-ups, setouts, or to perform more than three (3) instances of station switching (including any combination of more than three (3) pick-ups, set-outs or instances of station switching) will be paid for each additional pick-up, setout or instance of station switching the actual time consumed with a minimum of one hour at 1/8 of the basic daily rate without deduction from all other time or miles earned on that day or trip.

(j) Engineers deadheading in interdivisional pool freight service from Bellevue-Sandusky, OH, to Portsmouth, OH, or vice versa will be allowed not less than actual rail miles. The rate of pay will be based on the engineers' (with firemen) through freight rate based on 950,000 to 1,000,000 pounds weight on drivers.

(k) An engineer required to attend an investigation or trial which concerns an occurrence involving an interdivisional crew and which is held at other than his home terminal will be paid deadhead allowance in both directions between his home terminal and the location at which the investigation or trial is held and actual necessary expenses for meals and lodging while thus required to be away from home, irrespective of whether or not he is found to be at fault in connection with the occurrence investigated. It is understood that if the investigation or trial is held at a location at which the Carrier maintains or provides away-from-home lodging facilities, such employees may be lodged in those facilities in which case no lodging expense will be paid.

(1) Engineers deadheading in this interdivisional service will be instructed to deadhead in accordance with the following sequence and preference will be given in the order listed:

- (1) on passenger trains, if available;
- (2) on interdivisional freight trains, engineer may be deadheaded on the

-79-

ARTICLE 33

locomotive, provided seating is available and there is drinking water and a toilet in working order on the unit on which they are to ride and if by caboose, engineers will be provided with safe, comfortable seats, drinking water and toilet facilities;

- (3) on chauffeured company vehicles meeting standards of having clean interior, heated, of sufficient capacity to accommodate the number of employees being transported therein and meeting the safety standards required by the state and any other regulatory agency related thereto;
- (4) on commercial transportation.

NOTE: The cost of the above transportation will be borne by the Carrier.

(m) When the place of an engineer in this interdivisional service is runaround account not being called when it stood to be called under the rules, such place shall retain its relative position and the engineer whose place stood to be called when the runaround occurred shall, if he was available, be allowed 100 miles pro rata rate for such runaround. If the engineer on the place that stands to be called is not rested and another place which stands to be called next with an engineer who is rested is called, the engineer who was not rested will not be considered as being runaround.

In addition, the engineer who is runaround enroute, will be restored to his proper position on his pool board (active or inactive board as the case may be) upon arrival at the terminal, provided he has given written notice to the caller at the destination terminal that he had been runaround enroute.

(n) When an engineer in this interdivisional pool freight service is required to attend a "Rule and/or Instruction Classes" at other than the home terminal of his assignment, transportation will be provided by the Carrier. In addition, he will be allowed \$3.50 for each normal meal period with a maximum of three (3) meals per day, and if required by the Company to remain overnight, the Carrier will furnish necessary lodging. He will be paid for all time lost.

This section will not be applicable if the engineer had an opportunity to attend a "Rule and/or Instruction Class" that had been made available to him and he failed to do so.

8. National Rule Coverage

Section 1 of Article VIII, May 13, 1971 National Agreement is applicable to engineers in this service.

9. Final Terminal Delay

The Final Terminal Delay Rule for Columbus District engineers is amended to include the following running times at the end of the third paragraph for the Sandusky District:

"Bellevue-Sandusky District:

Flat Rock (MP 93) to Bellevue, 30 minutes

Flat Rock (MP 93) to Sandusky, 50 minutes."

Columbus District engineers in interdivisional service between Portsmouth and Bellevue-Sandusky will be continued on Final Terminal Delay Time until they register off duty.

10. Mileage Allowance

Engineers in this interdivisional service between Portsmouth and Bellevue-Sandusky Consolidated Yard will be paid 202 miles when receiving or leaving their train at Bellevue Yard and 222 miles when receiving or leaving their train at Sandusky Yard.

Section 5. Intradivisional Pool Freight Service
Roanoke 7A, to Norfolk, VA

1. Notice of Service

(a) The Carrier will give the General Chairman of the Brotherhood of Locomotive Engineers a written notice of not less than thirty days of its intention to operate engineers in Intraseniority District pool freight service between Roanoke, VA, and Norfolk, VA, in both directions including Vabrook to Clarkton.

(b) Engineers in this service will be allowed two hundred and sixty-eight (268) miles in each direction between Roanoke and Norfolk, whether or not they are required to travel to Clarkton.

-81-

ARTICLE 33

2. Home Terminals

(a) The home terminal in this intradivisional service will be Roanoke, VA. The away-from-home terminal will be Norfolk, VA.

(b) Engineers in this service will be called and run, first-in first-out except as provided in paragraph 5(1). There will be no extra crews run in this service. Should it become necessary to augment the work of this intradivisional pool, a district pool engineer will be used on a district basis.

NOTE: "District" is defined as between Roanoke and Crewe and between Crewe and Norfolk.

(c) Engineers in this service will not be turned short of Roanoke, VA, and/or Norfolk, VA, or tied up enroute except in emergency conditions where the route is blocked by wrecks, slides, or washouts which prevent the movement of traffic over the normal route. In such cases, employees will be provided and transported to suitable facilities for food and lodging.

3. Filling Vacancies, Displacements, etc.

(a) Engineers assigned in this pool will not be permitted to lay off at the away-from-home terminal of the assignment, except in bona fide emergency cases. If a vacancy occurs at the away-from-home terminal, such vacancy may be filled by an extra engineer from the Crewe VA, extra list.

The engineer will then be deadheaded on arrival of the run at the home terminal of the assignment pursuant to paragraph 5(h) and (i) hereof. Vacancies in this service at the home terminal will be filled in accordance with applicable rules.

(b) If relief is required for an engineer in this intraseniority district pool freight service account of the Hours of Service Act in the territory:

(1) Norfolk to and including Crewe in either direction, an east end Norfolk Division pool engineer or an extra engineer from Crewe Extra List will be used. Such relief engineer will not be run west of Crewe nor will such engineer be required to make an additional trip out of the initial terminal except as a new day.

(2) Roanoke to, but not including Crewe in either direction, a west end Norfolk Division pool engineer or an extra engineer from Roanoke Extra

List will be used. Such relief engineer will not be run east of Crewe nor will such an engineer be required to make an additional trip out of the initial terminal except as a new day.

(3) Engineers so relieved will be transported immediately to their destination terminal and will remain on duty for pay purposes until they register off (can be done by telephone, at the destination terminal.) In the event transportation cannot reach the point of relief or proximity thereof, they will be provided with transportation at the first point where transportation can be utilized:

NOTE: Transportation will be provided by taxi or chauffeured Company vehicles meeting standards of having clean interior, temperature controlled (heated and cooled), sufficient seats to accommodate the number of employees being transported therein and meeting the safety standards required by the state and any other regulatory agency related thereto.

(4) The train dispatcher will anticipate the need for transportation at least two hours in advance in order to have it available when needed.

(5) When engineers are relieved at their destination terminal they will take their turn in the pool on a first-in first-out basis subject to rest requirements under the Hours of Service Law.

(6) When an extra engineer is used in accordance with this section, he will be deadheaded on arrival at the destination terminal if it is not his supply point.

(7) In cases where relief is required by an engineer for reasons other than set out in this paragraph (b) and a qualified demoted engineer is employed on the train, such demoted engineer may be used to operate the train to the terminal. Otherwise, an available extra engineer may be obtained from the nearest extra list. (Roanoke-Crewe.)

NOTE: The provisions of this paragraph (b) are not intended to limit or modify the intent of Article VIII, Section 2, of Mediation Agreement dated July 26, 1978.

(c) An engineer displacing another engineer in this service may only do so at the home terminal of the assignment to which he is exercising his displacement rights.

(d) Engineers arriving at their away-from-home terminal or their home terminal will be placed on the board on the basis of their arrival time at the yard limit board. Engineers deadheading on pool freight trains will be marked up on the board on the basis of their arrival time at the yard limit board and ahead of the engineer with which they are deadheaded. Engineers deadheading on other than interdivisional pool trains will be marked up on the board at the time they register.

4. Qualifications

(a) (1) No engineer will be required to lose time for the purpose of learning the territory beyond his former seniority district, (former seniority district prior to award of SBA-813). All engineers will be called for vacancies on the referred to intraseniority district pool freight assignments, and will not be run around account of not being qualified.

(2) Engineers required to qualify over segments of trackage with which they are not familiar will do so while on duty and under pay. Engineers will not be required to lose time or utilize off duty time for the purpose of qualifying.

(3) A qualified engineer pilot will be furnished to pilot an engineer who holds seniority as such on the effective date of this agreement over that portion of the territory which he is unfamiliar until such engineer has made at least five round trips over that portion of the territory.

(4) Engineers used as pilots will be called from the respective engineers extra list (Roanoke and Crewe) and may be continued in service for the purpose of qualifying over the territory for which they are not qualified. After sixty (60) days from the date this agreement is placed in effect, if a demoted engineer, who is a member of the crew is qualified in the territory in which the engineer is not familiar, he may be used as a pilot and will be paid engineer's rate of pay for the entire trip.

The engineer-pilot will not be considered a part of the crew for which he was used as pilot after arriving at his away-from-home terminal but can be used as pilot on another crew on a return trip to his home terminal.

Engineers, when acting as pilots, will be paid engineer's rate provided for class of service in which used.

If a demoted engineer is used as a pilot, the engineer who is being piloted will be allowed engineer "without fireman rate."

(b) Engineers will be called as nearly as possible one hour and thirty minutes before time required to report for duty. Engineers desiring more than one hour and thirty minutes calling time will be granted same upon making a written request to the Road Foreman of Engines. Such request not to exceed three (3) hours. Carrier will not be subject to any penalty claims as a result of the granting of calling times in excess of one hour and thirty minutes.

5. General Conditions

(a) Suitable lodging at the away-from-home terminal will be provided engineers in this pooled freight service in accordance with Article 11 of the June 25, 1964 National Agreement, as amended. In addition, transportation will be provided to and from the point of lodging. In the event food cannot be procured at the point of lodging and/or within 1600 feet thereof, transportation will be furnished.

(b) In order to expedite the movement of these intradivisional runs, engineers will not stop to eat and will be paid \$2.75 per trip in lieu thereof. The same allowance will be paid to engineers deadheading in this service between terminals when they do not stop to eat enroute.

(c) The reporting points at the home terminal for engineers working in this intradivisional pooled freight service will be the points for registering off duty on the return leg of the trip.

(d) Engineers assigned in intradivisional pool freight service will not be called off their pool turn to perform other service, including passenger service, except in emergency, and when so used, will be guaranteed no less than the earnings of their regular pool turn.

(e) Pool crews in this service may perform any service now required of and/or permitted by pool crews in the involved territory, except as otherwise provided for herein.

(f) The following items on engines used in this intradivisional service will be provided and maintained in proper condition:

- (1) cab heaters, cab floors and running board clean; cab gauges and operating controls.
- (2) cab weather-stripping

-85-

ARTICLE 33

- (3) windshield and wiper
- (4) fresh drinking water and water coolers in clean and operating condition
- (5) toilet facilities
- (6) speedometers
- (7) radios

Engineers will report defects of items listed above on the proper form supplied for such purpose. Notation by engineers of defects will contain sufficient detail to enable prompt identification and correction of such defects. Defects that are noted while enroute will be reported by the most expedient means of communication in order that they may be corrected at the next crew change point. Should any defects be noted prior to an engineer departing a crew change point, such defects will be corrected prior to his departure if at all possible.

(g) An engineer required to attend an investigation which concerns an occurrence involving an intradivisional crew and which is held at other than his home terminal, will be paid deadhead allowance in both directions between his home terminal and the location at which the investigation is held and actual necessary expenses for meals and lodging while thus required to be away from home, irrespective of whether or not he is found to be at fault in connection with the occurrence investigated. It is understood that if the investigation is held at a location at which the Carrier maintains or provides away-from-home lodging facilities, such employees may be lodged in those facilities in which case no lodging expense will be paid.

(h) In the application of the deadhead rule:

(1) Engineers deadheading in this intradivisional pool freight service, with a fireman from Roanoke to Norfolk, or vice versa, will be paid the "with fireman" rate.

(2) Engineers deadheading in this intradivisional service without a fireman will be paid the "without fireman" rate.

(3) Engineers will be paid for all miles deadheaded over 100 at the mileage rate established by the basic rate of pay for the first 100 miles.

(4) Engineers deadheading in this intradivisional pool freight service from Norfolk, VA, to Roanoke, VA, or vice versa, will be paid a minimum of 268 miles but no less mileage than that paid the engineers with which they deadhead.

Engineers deadheading to or from Crewe-Victoria in connection with this service will be paid the appropriate mileage and in accordance with paragraph 3 of this paragraph (h) .

(i) Engineers deadheading in this intradivisional service will be instructed to deadhead in accordance with the following sequence and preference will be given in the order listed.

(1) On passenger trains, if available;

(2) On intradivisional freight trains, engineer may be deadheaded on the locomotive, provided seating is available and there is drinking water and a toilet in working order on the unit on which they are to ride and if by caboose, engineers will be provided with safe, comfortable seats, drinking water and toilet facilities;

(3) On chauffeured company vehicles meeting standards of having clean interior, heated, of sufficient capacity to accommodate the number of

employees being transported therein and meeting the safety standards required by the state and any other regulatory agency related thereto;

(4) On commercial transportation.

NOTE: The cost of the above transportation will be borne by the Carrier.

(j) When an engineer in this intradivisional pool freight service is required to attend "Rule and/or Instruction Classes" at other than the home terminal of his assignment, transportation will be provided by the Carrier. In addition, he will be allowed \$3.50 for each normal meal period with a maximum of three meals per day, and if required by the Company to remain overnight, the Carrier will furnish necessary lodging. He will be paid for all time lost. This paragraph will not be applicable if the engineer had an opportunity to attend a "Rule and/or Instruction **Class**" that had been made available to him and he failed to do so.

(k) Engineers enroute in intradivisional service who are required to make more than three (3) pick-ups, setouts, or to perform more than three (3) instances of station switching (including any combination of more than three (3) pick-ups, set-outs or instances of station switching) will be paid for each additional pick-up, setout or instance of station switching the actual time

consumed with a minimum of one hour at 1/8 of the basic daily rate without deduction from all other time or miles earned on that day or trip.

(1) An engineer in this intradivisional pool freight service who is runaround enroute, will be restored to his proper position on the pool board upon arrival at the terminal, provided he has given written notice to the caller at the destination terminal that he had been runaround enroute.

(m) (1) The NW final terminal delay rule will apply to NW engineers held between the West End of Myrtle and the West End of Juniper with the understanding that the running time in the rule will be extended by fifty (50) minutes. The existing schedule rule and the present agreed to application will apply to NW engineers held east of the West End of Juniper. The former Virginian final terminal delay rule will apply to former Virginian engineers in this service.

(2) Engineers in this intradivisional pool freight service will continue on final terminal delay until they register off duty at Roanoke, VA, or Norfolk, VA, whichever the case may be.

(n) Engineers in this intradivisional service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed.

NOTE: "Time so held" in foregoing rule shall be computed from the tie-up time on arrival at terminal until the time the engineer goes on pay when next called for service; if deadheaded "time so held" will continue until deadhead actually begins.

(o) When engineers are required to board or detrain at a point other than the on-off duty point, within the terminal, when the distance exceeds 1600 feet suitable enclosed passenger motor vehicle shall be provided.

6. Mileage Regulations

(a) Six engineers will be initially placed in this intradivisional pool freight service. The pool will be adjusted in accordance with the procedures set forth in paragraph (b) below.

(b) Engineers will be regulated on the following mileage basis and adjustments will be made twice each month in accordance with the following:

First period to run from 12:01 a.m. 1st to 12:01 a.m. 16th, each month.

Second period to run from 12:01 a.m. 16th to 12:01 a.m. 1st of following month.

All mileage allowed on a trip or day started in a period will be charged to that period.

In making adjustments, the following formula will apply:

Multiply the total number of miles operated, but excluding mileage equivalents (arbitrariness, overtime, deadheads, etc.) made in the checking period by two and divide by the number of engineers assigned in the pool. Then divide as follows:

If the average number of miles of the pool thus produced is less than 3,200 divide by

3,500 to determine the number of engineers to be assigned;

• If the average number of miles of the pool thus produced is more than 3,800 divide by the appropriate mileage listed in the table below to determine the number of engineers to be assigned:

If the pool has:

1 through 5 assignments, divide by 3,500 6 through 8 assignments, divide by 3,600 9 through 11 assignments, divide by 3,700 12 and over assignments, divide by 3,800

(fractions will not count)

NOTE: This pool freight service will be regulated at 10:00 a.m. on the 5th and 20th of each month. The mileage figures will be made available to the involved Local Chairmen no later than 72 hours after the 1st and 15th of each month.

7. National Rule Coverage

Section 1, Article VIII, May 13, 1971 National Agreement is applicable to engineers in this service.

8. Merger Protection

Engineers who are entitled to protective benefits under the June 18, 1959, or the January 10, 1962 Merger Protection Agreements and who are working assignments as engineer, terminated more than thirty (30) miles from the normal on/off duty points at Roanoke, VA, will not have the earnings of the intradivisional pool freight turns charged against them,

Section 6 - Interdivisional Pool Freight Service
Roanoke, VA, to Williamson, WV

1. Notice of Service

(a) The Carrier will give the General Chairman of the Brotherhood of Locomotive Engineers a written notice of not less than thirty days of its intention to operate engineers in Interseniority District pool freight service between Roanoke, VA, and Williamson, WV, through Bluefield, WV, in both directions.

(b) Engineers in this service will be allowed two hundred and six (206) miles in each direction between Roanoke and Williamson, plus any additional miles operated on intersecting branch lines as identified below:

Branch Line.		Mileage
Four Pole Branch	Isaban	5.5
Tug Fork Branch	Wilcoe	5.0
Dry Fork Branch	Auville	2.0
Buchanan Branch	Burke	6.0

2. Home Terminals

The home terminals for engineers in this service will be as follows:

Home terminal for the Radford Division engineers will be Roanoke, VA.

Home terminal for the Pocahontas Division engineers will be Williamson, WV.

3. Allocation of Assignments

For the purpose of this Agreement, the term "district" refers to "seniority district." Engineers from the Pocahontas District will be entitled to 50% and engineers

from the Radford District will be entitled to 50% of the interdivisional pool freight service.

4. Turning Short of Terminals

Engineers in this service will not be turned short of Roanoke, VA, or Williamson, WV, or tied up enroute except in emergency conditions where the route is blocked by wrecks, slides, or washouts which prevent the movement of traffic over the normal route. In such cases, employees will be provided and transported to suitable facilities for food and lodging.

5. Filling-Vacancies, Displacements, etc.

(a) Engineers assigned in either pool will not be permitted to lay off at the away-from-home terminal of the assignment, except in bona fide emergency cases, and under such circumstances, the vacancy will be filled by an extra engineer protecting vacancies at the away-from-home terminal. An engineer filling a vacancy under these circumstances will, upon arrival at the opposite terminal, be promptly deadheaded back to his home terminal. An engineer laying off under the circumstances described herein will, when reporting for work, be required to do so at his home terminal.

(b) If relief is required for an engineer in this interseniority district pool freight service account of the Hours of Service Act in the territory:

(1) Roanoke to, but not including, Bluefield in either direction, a Radford Division pool engineer or an extra engineer from Roanoke Extra List will be used. Such relief engineer will not be run west of Bluefield nor will such engineer be required to make an additional trip out of the destination terminal except as a new day.

(2) Between Bluefield and Williamson, westbound, a Tug River pool engineer or extra engineers) from the nearest extra list, as the case may be, will be used. Between Williamson and Bluefield, eastbound, Williamson to, but not including, Hull, a Tug River pool engineer or extra engineers) from the nearest extra list, as the case may be, will be used. Between Hull and Bluefield, either an eastbound Tug River pool engineer, an Elkhorn engineer, or extra engineers) from the nearest extra list, as the case may be, will be used. Such relief engineer (Tug River pool, Elkhorn pool, or extra) will not be run east of Bluefield nor will such engineers) be required to make an additional trip out of the destination terminal except as a new day.

(3) Engineers so relieved will be transported immediately to their destination terminal and will remain on duty for pay purposes until they register off (can be done by telephone, at the destination terminal). In the event transportation cannot reach the point of relief or proximity thereof, they will be provided with transportation at the first point where transportation can be utilized.

NOTE: Transportation will be provided by taxi or chauffeured Company vehicles meeting standards of having clean interior, temperature controlled (heated and cooled), sufficient seats to accommodate the number of employees being transported therein and meeting the safety

standards required by the state and any other regulatory agency related thereto.

(4) The train dispatcher will anticipate the need for transportation at least two hours in advance in order to have it available when needed.

(5) When engineers are relieved at their destination terminal they will take their turn in the active or inactive pool as the case may be.

(6) When an extra engineer is used in accordance with this section, he will be deadheaded on arrival at the destination terminal if it is not his supply point.

(7) In cases where relief is required by an engineer for reasons other than set out in paragraph (b) and a qualified demoted engineer is employed on the train, such demoted engineer may be used to operate the train to the terminal. Otherwise, an available extra engineer may be obtained from the nearest extra list.

NOTE: The provisions of paragraph (b) are not intended to limit or modify the intent of Article VIII, Section 2, of Mediation Agreement dated July 26, 1978.

(c) An engineer displacing another engineer in this service may only do so at the home terminal of the assignment to which he is exercising his displacement rights.

(d) Engineers in this service arriving at their away from-home terminal or their home terminal will be placed on the board on the basis of their arrival time at the yard limit board. Engineers in this service deadheading

on interdivisional pool freight trains will be marked up on the board on the basis of their arrival time at the yard limit board and ahead of the engineer with which they are deadheaded. Engineers in this service deadheading on other than interdivisional pool trains will be marked up on the board at the time they register.

6. Mileage regulations

(a) Six engineers will be initially placed in this interdivisional pool freight service and divided accordingly between the Pocahontas and

Radford Districts. The opposing pools will be adjusted in accordance with the procedure set forth in paragraph (b) below, by using the combined mileage of both pools, and any adjustments resulting therefrom, will be made as near as possible to do so, pursuant to the percentages allocated to each respective district.

(b) Engineers will be regulated on the following mileage basis and adjustments will be made twice each month in accordance with the following:

First period to run from 12:01 a.m. 1st to 12:01 a.m. 16th, each month.

Second period to run from 12:01 a.m. 16th to 12:01 a.m. 1st of following month.

All mileage allowed on a trip or day started in a period will be charged to that period.

In making adjustments, the following formula will apply:

Multiply the total number of miles operated but excluding mileage equivalents (arbitraries, overtime, deadheads, etc.) made in the checking period by two (2) and divide the number of engineers assigned in the combined pool. Then divide as follows:

If the average number of miles of the combined pool thus produced is less than 3,200, divide by 3,500 to determine the number of engineers to be assigned; if the average number of miles of the combined pool thus produced is more than 3,800, divide by the appropriate mileage listed in the table below to determine the number of engineers to be assigned.

If the combined pool has:

1 through 5 assignments, divide by 3,500
6 through 8 assignments, divide by 3,600

9 through 11 assignments, divide by 3,700
12 and over assignments, divide by 3,800

(Fractions will not count)

NOTE: This pool freight service will be regulated at 10:00 a.m. on the 5th and 20th of each month. The mileage figures will be made available to the involved Local Chairmen no later than 72 hours after the 1st and 15th of each month.

(c) When a change is made in the number of engineers in the pool or in the number of active turns, such change will be made at 10:00 a.m. If an engineer to be removed from the pool is on the active board at the time specified, such engineer will not be removed until he has made a trip and returns to the home terminal.

7. Equalization of Mileage

(a) For the purpose of equalization of mileage, pursuant to the percentage allocation as set forth in Paragraph 3 of this section (50% Pocahontas District, 50%-Radfor District) for engineers in interdivisional pool freight service, Roanoke to Williamson, the Carrier will maintain a record of miles operated by each engineer from each district and will compute the accumulation of overmiles at the close of each checking period.

(1) When the overmiles exceed 4,000 miles, the Road Foreman of Engines will preadvertise one engineer's assignment to the district with the undermiles and on the effective date of the assignment, one engineer's assignment will be abolished on the district with the overmiles.

(2) Changes in assignment will only be effective at the home terminal and the advertisement bulletining will so stipulate.

(b) In accordance with paragraph 6(b), when due to mileage regulations it is necessary to decrease or increase the total number of assignments in the pool and such increase or decrease results in an odd number of assignments, the district with no accumulated overmiles will be given the greater number of assignments.

8. Active and Inactive Boards

(a) Active and inactive boards will be maintained at Roanoke and Williamson for engineers for this service.

(b) Engineers arriving at their home terminal will be marked at the foot of the inactive board in the order of their arrival and will, if the number of engineers on that board exceed the quota of that inactive board, move the first out inactive engineer to the bottom of the active board.

(c) Each engineer arriving at his away-from-home terminal will be placed at the bottom of the active board.

(d) If the number of engineers on the active board exceeds the quota of that active board, the first out engineer will immediately be either called for service or deadheaded at the time such quota is exceeded.

(e) The total number of engineers to be assigned in the combined pool is to be determined as provided in paragraph 6. The Carrier will regulate the number of active turns. The quota for the inactive boards will be the difference between the number of active turns and the number of engineers assigned. The quota will not be changed at other than the semi-monthly checking period without conference with the Local Chairman.

(f) Engineers will be called (first-in first-out) from the active board at each terminal. If there are no engineers available with proper rest under the Hours of Service Law on the active board, the first-out engineer from the inactive board with proper rest will be called. Should there be no engineer on either board which is properly rested, a division pool engineer will be called and used on a division basis only.

(g) Vacancies in this service at the home terminal of the assignments will be filled from the extra list at the home terminal.

9. Qualifications

(a) (1) No engineer will be required to lose time for the purpose of learning the territory beyond his seniority district. All engineers will be called for vacancies on the referred to interseniority district pool freight assignments, and will not be run around account of not being qualified.

(2) Engineers required to qualify over segments of trackage with which they are not familiar will do so while on duty and under pay. Engineers will not be required to

lose time or utilize off duty time for the purpose of qualifying.

(3) A qualified engineer pilot will be furnished to pilot an engineer who holds seniority over that portion of the territory which he is unfamiliar until such engineer has made at least five round trips over that portion of the territory.

(4) Engineers used as pilots will be called from the respective engineers' extra list (Roanoke, Bluefield Williamson as the case may be) and may be continued in service for the purpose of qualifying over the

territory for which they are not qualified. If a demoted engineer, who is a member of the crew is qualified in the territory in which the engineer is not familiar, he may be used as a pilot and will be paid engineer's rate of pay for the entire trip.

The engineer-pilot will not be considered a part of the crew for which he was used as pilot after arriving at his away-from-home terminal but can be used as pilot on another crew on a return trip to his home terminal.

Engineers, when acting as pilots, will be paid engineer's rate provided for class of service in which used.

If a demoted engineer is used as a pilot, the engineer who is being piloted will be allowed engineer "without fireman rate."

10. General Conditions

(a) Suitable lodging at the away-from-home terminal will be provided engineers in this pooled freight service in accordance with Article II of the June 25, 1964 National Agreement, as amended. In addition, transportation will be provided to and from the point of lodging. In the event food cannot be procured at the point of lodging and/or within 1600 feet thereof, transportation will be furnished.

(b) In order to expedite the movement of these interdivisional runs, engineers will not stop to eat and will be paid \$2.75 per trip in lieu thereof. The same allowance will be paid to engineers deadheading in this service between terminals when they do not stop to eat enroute.

(c) The reporting points at the home terminal for engineers working in this interdivisional pooled freight service will be the points for registering off duty on the return leg of the trip.

(d) Engineers assigned in interdivisional pool freight will not be called off their pool turn to perform other service, including passenger service, except in emergency, and when so used, will be guaranteed no less than the earnings of their regular pool turn.

(e) Engineers in this service may perform any service now required of and/or permitted by pool crews in the involved territory, except as otherwise provided for herein.

(f) The following items on engines used in this inter-

divisional service will be provided and maintained in proper condition:

(1) cab heaters, cab floors and running board clean; cab gauges and operating controls.

(2) cab weather-stripping

(3) windshield and wiper

(4) fresh drinking water and water coolers in clean and operating condition

(5) toilet facilities

(6) speedometers

(7) radios

Engineers will report defects of items listed above on the proper form supplied for such purpose. Notation by engineers of defects will contain sufficient detail to enable prompt identification and correction of such defects. Defects that are noted while enroute will be reported by the most expedient means of communication in order that they may be corrected at the next crew change point. Should any defects be noted prior to an engineer departing a crew change point, such defects will be corrected prior to his departure if at all possible.

(g) An engineer required to attend an investigation which concerns an occurrence involving an interdivisional crew and which is held at other than his home terminal, will be paid deadhead allowance in both directions between his home terminal and the location at which the investigation is held and actual necessary expenses for meals and lodging while thus required to be away from home, irrespective of whether or not he is found to be at fault in connection with the occurrence investigated. It is understood that if the investigation is held at a location at which the Carrier maintains or provides away-from-home lodging facilities, such employees may be lodged in those facilities in which case no lodging expense will be paid.

(h) In the application of the deadhead rule:

(1) Engineers deadheading in this interdivisional pool freight service, with a fireman from Roanoke to Williamson, or vice versa, will be paid the "with fireman" rate.

(2) Engineers deadheading in this interdivisional service without a fireman will be paid the "without fireman" rate.

(3) Engineers will be paid for all miles deadheaded over 100 at the mileage rate established, by the basic rate of pay for the first 100 miles.

(4) Engineers deadheading in this interdivisional pool freight service from Roanoke to Williamson, or vice versa, will be paid a minimum of two hundred and six (206) miles but no less mileage than that paid the engineers with which they deadhead.

(i) Engineers deadheading in this interdivisional service will be instructed to deadhead in accordance with the following sequence and preference will be given in the order listed:

(1) On passenger trains, if available;

(2) On interdivisional freight trains, engineer may be deadheaded on the locomotive, provided seating is available and there is drinking water and a toilet in working order on the unit on which they are to ride and if by caboose, engineers will be provided with safe, comfortable seats, drinking water and toilet facilities;

(3) On chauffeured Company vehicles meeting standards of having clean interior, heated, of sufficient capacity to accommodate the number of employees being transported therein and meeting the safety standards required by the state and any other regulatory agency related thereto;

(4) On commercial transportation.

NOTE: The cost of the above transportation will be borne by the Carrier.

(j) When an engineer in this interdivisional pool freight service is required to attend "Rule and/or Instruction Classes" at other than the

home terminal is of his assignment, transportation will be provided by the Carrier. In addition, he will be allowed \$3.50 for each normal meal period with a maximum of three meals per day, and if required by the Company to remain overnight, the Carrier will furnish necessary lodging. He will be paid for all time lost. This section will not be applicable if the engineer had an opportunity to attend a "Rule and/or Instruction Class" that had been made available to him and he failed to do so.

(k) Engineers enroute in interdivisional service who are required to make more than three (3) pick-ups, setouts or to perform more than three (3) instances of station switching (including any combination of more than three (3) pick-ups, set-outs, or instances of station switching) will be paid for each additional pick-up, setout or instance of station switching the actual time consumed with a minimum of one hour at 1/8 of the basic daily rate without deduction from all other time or miles earned on that day or trip.

(l) Engineers in this interdivisional pool freight service will continue on final terminal delay until they register off duty at Roanoke or Williamson, as the case may be.

(m) Engineers in this interdivisional service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous duty, at the regular rate per hour paid for the last service performed:

NOTE: "Time so held" in foregoing rule shall be computed from the tie-up time on arrival at terminal until the time the engineer goes on pay when next called for service; if deadheaded, "time so held" will continue until deadhead actually begins.

(n) When engineers are required to board or detrain at a point other than the on-off duty point, within the terminal, when the distance exceeds 1600 feet, suitable enclosed passenger motor vehicle shall be provided.

(o) Engineers working in interdivisional pooled freight service shall not hereby acquire any seniority beyond the limits of their own seniority district.

(p) An engineer in this interdivisional pool freight service who is runaround enroute, will be restored to his proper position on the pool board upon arrival at the terminal, provided he has given written notice to the caller at the destination terminal that he had been runaround enroute.

Section 1, Article VIII, May 13, 1971 National Agreement is applicable to engineers in this service.

12. Merger Protection

Engineers who are entitled to protective benefits under the June 18, 1959, or the January 10, 1962 Merger Protection Agreements and who are working assignments **as** engineer, terminated more than thirty (30) miles from the normal on/off duty points at Roanoke, VA, and Williamson, WV, will not have the earnings of the interdivisional pool freight turns charged against them.

ARTICLE 34

SWITCHING SERVICE FOR NEW AND OTHER INDUSTRIES

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

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

(b) When service is performed outside of switching limits by yard men under the above provisions, the yard engineer or yard engineers involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industries in accordance with this rule and a statement of such time shall be furnished the BLE General Chairman or General Chairmen

representing yard and road engineers by the carrier each month. The BLE General Chairman or General Chairmen involved may at periodic intervals of not less than three months designate a plan for apportionment of time whereby road engineers from the seniority district on which the industries are located may work in yard service under yard rules and conditions to offset the time consumed by yard crews outside the switching limits. Failing to arrange for the apportionment at the indicated periods, they will be understood to have waived rights to apportionment for previous periods. Failure on the part of employee representatives to designate an apportionment, the carrier will be under no obligation to do so and will not be subject to claims.

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

(d) The foregoing is not intended to amend or change existing agreements involving full time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in paragraph (a) herein that have been negotiated on individual properties since the National Agreement of 1952. (National Agreement 5-13-71).

ARTICLE 35

SWITCHING LIMITS

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

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

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within sixty days following the date of the last conference. The carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman or General Chairmen shall designate the exact questions or conditions such General Chairman or General Chairmen desire to submit to arbitration. Such questions

or conditions shall constitute the questions to be submitted to arbitration. The decision of the Arbitration Board will be made within 30 days after the Board is created, unless the parties agree at any time upon an extension of this period. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon 7 days notice by the carrier.

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

ARTICLE 36

INTERCHANGE SERVICE YARD, BELT LINE AND TRANSFER CREWS

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

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

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

3. Where a carrier does not now have the right to designate additional interchange tracks it may designate such

additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins designating additional interchange tracks hereunder will be furnished the General Chairman or General Chairmen involved prior to the effective date.

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

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

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

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

ARTICLE 37

ROAD/YARD MOVEMENTS

1. A road freight engine crew may be required to perform the following work in connection with its own train at points where yard crews or hostlers are employed:

(a) After picking up train and commencing outbound trip, may make an additional pick up of cars within the limits of its initial terminal.

(b) Set out cars at one location within the limits of its final terminal in addition to the final yarding of its train.

(c) Make one pick up and/or set out at each intermediate point between the limits of the crew's initial and final terminals.

(d) All movements referred to in paragraphs (a), (b) and (c) above, including picking up train to commence out-bound trip at initial terminal and final yarding of train at final terminal shall be confined to straight pick ups and set outs not involving the handling of cars not in its train or to be placed in its train, and the minimum number of tracks will be used provided that the carrier shall have the right to select the tracks used, and provided further that where it is necessary to use more than one such track to hold the cars it is not required that any track be filled to capacity.

NOTE: For purposes of this rule, the crew's initial and final terminal shall be the recognized terminals established by agreement or practice, and locations shall be those embraced within the confines of the established and recognized switching limits of such terminals.

(e) Set out defective or bad order cars in its own train.

(f) Handle engine and caboose in connection with its own train as follows:

Initial Terminal: Take charge of its engine (units) to be use in its train at the engine house-or ready track and handle the engine (units) (including all units connected to the operating unit or units) to the departure track; handle its caboose car and connect it to its own train, except that the crew will not be required to switch out its caboose from the caboose or lay-up track.

Final Terminal: Handle a caboose car of its own train to t e caboose or lay-up track and/or couple its own caboose to another outbound train; deliver all units connected to the operating unit or units to the engine house facilities or lay-up track.

NOTE: The foregoing provisions of this subsection (f) shall not be construed to change existing rules covering the preparation or laying up of locomotives.

(g) Exchange engine and caboose of its own train.

2. Work that may be required of a road freight engine crew under paragraph 1 above, may include the performance of interchange movements as specifically set forth below:

(a) Receive its over-the-road train from a connecting carrier or deliver its over-the-road train to a connecting carrier with or without the motive power and/or caboose, provided such train is a solid train and moves from one carrier to another intact, and further provided, that such movements are confined to tracks on which the carrier now has the right to operate with road, yard or transfer engine crews. The acceptance of a solid train from a connecting carrier shall be considered a pick up, either the original pick up to commence outbound trip or the additional pick up, as provided for under paragraph 1(a) of this article. A road freight engine crew performing interchange movements may only deliver its over-the-road train to the connecting carrier, and shall not be required to make any set outs at its final terminal.

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

(b) When a road freight engine crew engaged in a solid train movement referred to in (a) above is not required to receive its motive power at its on-duty point, the carrier shall authorize and provide suitable transportation for the engine crew from its on, or to deliver same to its off-duty point.

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

(c) Crews engaged in solid train movements referred to **in** paragraph (a) above will not have their on or off-duty points changed by reason of such movements, except by agreement.

3. Except as may be provided for in this article, road engine crews will not be required to perform work on tracks

of another carrier where road and/or yard crews do not now have the right to do so.

NOTE: This provision does not preclude the carrier from acquiring the right to perform work on

the connecting railroad with road and/or yard crews, nor does it preclude the employees from opposing the granting of such rights.

4. When work is performed by a road freight engine crew, as provided in paragraphs 1 and 2 above, such work shall be considered as part of its road trip, and additional compensation for such work shall not be paid under either road, yard or hostling rules or regulations. Provided further, however, that rules or regulations which now provide for payments to road crews for performing work in excess of, or other than that enumerated herein, will not be affected by the provisions of this article.

NOTE: Rules or regulations not affected include, but are not limited to, initial and final terminal delay rules and conversion rules.

5. When a road crew performs work as provided herein, neither yard engine crews nor hostlers shall be entitled to any penalty pay or other compensation. There will be no change in work permitted or in the compensation paid to combination assignments, such as mine runs, tabulated assignments, etc.

6. The foregoing provisions of this article are not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement.

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

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

ARTICLE 38

USE OF RADIO/TELEPHONES ON LOCOMOTIVES

Arbitrariness or additional payment for using the radio/telephone shall be eliminated effective June 1971.

2. Where such arbitrariness or additional pay were preserved under Article II of the March 10, 1969 Agreement, any rate of pay effected thereby will be adjusted as if such arbitrariness or additional pay had not been preserved. This adjustment shall be reflected in such rates of pay prior to the application of the wage increases provided for under Article I of the May 13, 1971 National Agreement.

3. It is recognized that the use of radio/telephones or comparable equipment is part of the engineer's duties. However, his duties and responsibilities shall be pursuant to the operating rules, orders and special or other written instructions of the individual carriers.

It is further agreed that the carrier shall require strict compliance by other carrier personnel or employees involved in the use of radio/telephone equipment, with the operating and safety rules of the individual carrier and any Applicable Federal and State regulations

ARTICLE 39

DUES DEDUCTION

1. Subject to the conditions hereinafter set forth, the Carrier will withhold and deduct from wages due employees represented by the Brotherhood amounts equal to periodic dues, assessments and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Brotherhood.

2. No such deduction shall be made except from the wages of an employee who has executed and furnished to the Carrier a written assignment, in the manner and form herein provided, of such periodic dues, assessments and insurance premiums. Such assignment shall be on the form specified in BLE Form "A" attached hereto and shall, in accordance with its terms, be irrevocable for one year from the date of its execution, or upon the termination of this Agreement, or upon the termination of the rules and working conditions agreements between the parties hereto, whichever occurs first.

3. Deductions as provided for herein will be made by the Carrier in accordance with typewritten deduction lists furnished in duplicate by the Secretary-Treasurer of each Division of the Brotherhood. Such lists will be prepared separately for each seniority district and names will be listed in alphabetical order. Such lists shall be furnished monthly to the Auditor of Payrolls of the Carrier, on or before the 1st day of the month in which the deductions listed thereon are to become effective, and shall be in the form and shall contain such information as is specified in BLE Form "B" attached hereto. Such lists will be certified by the Secretary-Treasurer of the Division to the effect that the deductions have been authorized by each employee listed thereon.

4. Deductions as provided for herein will be made monthly by the Carrier from wages due employees for the first complete pay period in each calendar month and the Carrier will pay, by draft, to the order of the Secretary-Treasurer of the Division of the Brotherhood the total amount of such deductions, on or before the 20th day of the month following the month in which such deductions are made. With said draft the Carrier shall forward to the said Secretary Treasurer of the Brotherhood a list setting forth the deductions made and containing a computation of the sum withheld.

5. No deduction will be made from the wages of any employee who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance with this Agreement, after all deductions for the following purposes have been made:

- (a) Federal, State, County and Municipal taxes;
- (b) Norfolk and Western Relief and Supplemental Pension funds;
- (c) Other deductions required by law such as court orders, bankruptcy orders, Suggestee Executions, garnishment and attachment;
- (d) Any amounts due the Norfolk and Western Railway Company;
- (e) Boarding contractors for board or merchandise supplied by them;
- (f) Railroad Time Service;
- (g) Railroad Y.M.C.A.
- (h) Hospital Service or Care Corporations or Associations, such as Blue Cross and Blue Shield.
- (i) United States Savings Bonds.

6. Responsibility of the Carrier under this Agreement shall be limited to remitting to the Brotherhood amounts actually deducted from the wages of employees pursuant to this Agreement and the Carrier shall not be responsible financially or otherwise for failure to make proper deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Brotherhood, and any complaints against the Carrier in connection therewith shall be handled by the Brotherhood on behalf of the employee concerned.

7. No costs will be charged against the organization or the affected employee in connection with this dues deduction agreement.

8. An employee who has executed and furnished to the Carrier an assignment may revoke said assignment by executing the revocation form specified herein not less than fifteen (15) days before the end of his year. If the employee does not so revoke the assignment, it shall be considered as re-executed and may not be revoked for an additional period of one year, unless within such year this Agreement or the rules and working conditions agreements between the parties hereto is terminated. The extended assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employee shall execute a revocation form not less than fifteen (15) days before the end of any extended year. Revocations of assignment shall be in writing and on the form specified in BLE Form "C" attached hereto, and both the assignment and revocation of assignment forms shall be reproduced and furnished as necessary by the Brotherhood without cost to the Carrier. The Brotherhood shall assume the full responsibility for the procurement of the execution of said forms by employees, and for the delivery of said forms to the Carrier. Assignment and revocation of assignment forms shall be delivered with the deduction list herein provided for, to the Carrier not later than the 1st day of the month in which the deduction or the termination of the deduction is to become effective.

9. No part of this Agreement shall 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 employee; and no part of this or any other agreements between the Carrier and the Brotherhood shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or non-compliance with, any part of this Agreement.

10. The Brotherhood shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the entering 40 into or complying with the provisions of this Agreement.

BLE Form "A"

Page 2

Locomotive **Engineers is terminated.** The extended **assignment** shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until I execute a Revocation Form not less than fifteen (15) days before the end of the extended year.

DATE: _____

SIGNATURE _____

DIVISION NO. _____

BLE Form "C"

WAGE ASSIGNMENT REVOCATION
NORFOLK AND WESTERN RAILWAY COMPANY
AND
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DIVISION OR TERMINAL: _____

NAME (Print) _____
Initial) (Last Name) (First Name (Middle

OCCUPATION: _____

HOME ADDRESS: _____
(Town) (State) (Street and Number)

AUDITOR OF PAYROLLS
NORFOLK & WESTERN RAILWAY COMPANY ROANOKE, VA 24042

Effective with the end of the year of my present or extended Wage Deduction Authorization, I hereby revoke such Wage Deduction Authorization assigning to the Brotherhood of Locomotive Engineers that part of my wages necessary to pay my periodic dues, assessments and insurance premiums, and I hereby cancel same.

DATE: _____ SIGNATURE: _____

DIVISION NO. _____

ARTICLE 40

VACATION AGREEMENT

The following represents a synthesis of the National Vacation Agreement of April 29, 1949, between certain carriers represented by the National Carriers' Conference Committee and their employees represented by the Brotherhood of Locomotive Engineers, and the several amendments made thereto in various National Agreements through May 13, 1971, including Article III of the July 26, 1978 National Agreement.

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

Section 1

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

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

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

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

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

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

(c) Effective January 1, 1979, each employee, subject to the scope of schedule agreements held by the Organizations signatory to the April 29, 1949 Vacation Agreement, having nine or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under Schedule Agreements held by the Organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said nine or more years of continuous service renders service of not less than fourteen hundred forty (1440) basic days in miles or hours paid for as provided in individual schedules.

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

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

(d) Effective January 1, 1979, each employee, subject to the scope of Schedule Agreements held by the Organizations signatory to the April 29, 1949 Vacation Agreement, having eighteen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under Schedule Agreements held by the Organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eighteen or more years of continuous service renders service of not less than twenty-eight hundred eighty (2880) basic days in miles or hours paid for as provided in individual schedules.

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

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for

vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

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

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

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

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

(f) In dining car service, for service performed on and after July 1, 1949, each 7k hours paid for shall be considered the equivalent of one basic day in the application of Section 1(a), (b), (c), (d) and (e).

(g) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service,

not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

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

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

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

(i) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

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

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return

to railroad service has rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding

calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1(a) , (b) , (c) , (d) or (e) and (j) hereof.

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

Section 2

Employees qualified under Section 1 hereof shall be paid for their vacation as follows:

General

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

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

Yard Service

(1) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of

-120-

ARTICLE 40

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

Combination of Yard and Road Service

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

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

Section 3

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

Section 4

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

Section 5

The absence of an employee on vacation with pay, as provided in this Agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of Schedule Agreements.

Section 6

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

Section 7

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

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

Section 8

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section I hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a Union Shop Agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for

vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

Section 9

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

Section 10

Any dispute or controversy arising out of the interpretation or application of any of the provisions of this Agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the Organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a Committee, the Carrier Members of which shall be five members of the Carrier's Conference Committees signatory hereto, or their successors; and the Employee Members of which shall be the Chief Executives of the five Organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement, the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration,

shall be final and binding as an interpretation or application of this Agreement.

Section 11

This Vacation Agreement shall be construed as a separate agreement by and on behalf of each Carrier party hereto,

and its railroad employees represented by the respective Organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said Agreement applies to and defines the rights and obligations of the carriers parties to this Agreement and the Employees of such carriers represented by the Brotherhood of Locomotive Engineers and the United Transportation Union.

Section 12

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

COMPUTATION OF BASIC DAYS AS PROVIDED
IN SECTION 1

In computing basic days in miles or hours paid for, as provided in Section 1 of said Agreement, the parties agree that the following interpretations shall apply:

1. Not applicable.
2. An Engineer-Fireman in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1 1/4 basic days.
3. An Engineer-Fireman in freight service on a run of 125 miles with total time on duty of 14 hours on the trip, will be credited with 1 3/4 basic days.
4. An Engineer-Fireman in yard service working 12 hours will be credited with 1 1/2 basic days.

5. An Engineer-Fireman in freight service, run around and paid 50 miles for same, will be credited with k basic day.
6. An Engineer-Fireman in freight service, called and released and paid 50 miles for same, will be credited with k basic day.

7. An Engineer-Fireman in freight service, paid no overtime or other allowances, working as follows:

1st trip,	150	miles
2nd trip,	140	miles
3rd trip,	120	miles
4th trip,	150	miles
5th trip,	140	miles
Total	700	miles

will be credited with seven basic days.

8. An Engineer-Fireman in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.
9. An Engineer-Fireman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.
10. An Engineer-Fireman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
11. Not applicable.
12. Not applicable.
13. An Engineer-Fireman in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.
14. An Engineer-Fireman is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.
15. An Engineer-Fireman is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

PROVISIONS OF SECTION 1 OF VACATION AGREEMENT

In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employee transferred in service

-125-

ARTICLE 40

to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

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

VACATION IMPLEMENTING AGREEMENT

1. Vacations as provided for in the National Vacation Agreements will be granted to each employee on the Eastern Region, excluding the Sandusky District, subject to the scope of schedule agreements between the Norfolk and Western Railway Company and the Brotherhood of Locomotive Engineers, who qualified therefor under said agreements.

2.(a) Bulletins will be posted not later than November 10th of each year, requesting all qualified employees to indicate in writing on attached Form CT-601 (Revised 1980) to proper officer not later than November 30th their twelve preferences of starting their vacation period, to begin no earlier than 12:01 a.m. the first Monday in January. Each of the twelve preferred periods will begin at 12:01 a.m. on any Monday in the calendar year except as provided in paragraph (b) of this paragraph 2. After November 30th, local representatives of the Company and the Organization will confer and cooperate in assigning a scheduled vacation period for each qualified employee. Vacation assignments will be based on the occupation to which assigned at the time application for vacation is filed. The local representatives shall give due regard to the requirements of the service, the seniority order of the employees in the class of service in which engaged, and the order of preference of the employees, when assigning scheduled vacation periods. Bulletins

will be posted not later than December 28th showing the scheduled vacation period for each qualified employee, and copies of such bulletins will be furnished the local accredited representatives of the Organization.

(b) All vacation periods shall be scheduled to begin at 12:01 a.m. on Monday, beginning with the first Monday in January, and not later than the last Monday in December, that will permit the employee to complete his full vacation during that calendar year.

3. Qualified employees who fail to properly file prescribed Form CT-601 for vacation within the period November 10th to 30th, inclusive, or who fail to specify twelve preferred periods starting on any Monday in the calendar year as required by paragraph 2(a), will be assigned a scheduled vacation period by the local representative of the Company and the Organization, which will be fixed after periods have been cared for those who comply with paragraph 2(a), and such scheduled vacation periods will be included in bulletin referred to in paragraph 2 (a).

4. Paragraph 2(a) is not applicable to employees who are furloughed or who are not available for duty during the bulletin period, November 10th to 30th, inclusive. if such employees return to service subsequent to November 30th, they shall, promptly upon return to service, indicate on Form CT-601 to proper officer their preferences of vacation period available under provisions of paragraph 2(a).

5. An employee who is absent account disability during his entire scheduled vacation period may, if he so desires, make application for another vacation period within the current calendar year.

6. Local representatives of the Company and the Organization will cooperate in arranging vacation periods for employees covered by paragraphs 4 and 5, in accordance with provisions of paragraph 2(a).

7.(a) Vacations will begin at the home terminal or at lay-up points for outlying runs. In event an employee is away from his home terminal on the first day of his scheduled vacation period, he will, upon the day he returns to his home terminal, be relieved for vacation and such day will be the first day of his vacation, excepting if the return trip to home terminal is started on the day relieved, the following day will be the first day of his vacation.

(b) Employees holding regular positions in 5-day yard **service** may be allowed to begin their vacations on the first workday of their workweek nearest the Monday the vacation is scheduled to start upon reasonable advance written request to the proper officer of the Company, consistent with paragraph 2(b) of this Agreement

-127-

ARTICLE 40

8. Employees will not be permitted to waive vacations and elect to receive pay in lieu thereof, except as provided for in paragraph 5.

9. An employee will be considered available for service at the expiration of his vacation unless he has made suitable arrangements to be off for a longer period.

10. In event employees cannot be released and are required to work during their scheduled vacation periods, they will be paid therefor according to the provisions of Section 2 of the National Vacation Agreement.

11. All qualified employees, including furloughed employees, shall be paid for their vacation under provisions of Section 2 of the National Vacation Agreement.

12.(a) Employees qualified for two, three, four or five weeks vacation will be permitted to take such vacation in three periods in combinations of weekly units of seven consecutive days each.

(b) An employee who elects to split his vacation will not be permitted to request more than one part of his vacation during the months of June, July and August.

(c) An employee who elects to split his vacation must take a separate request for each part of his vacation, marking one such request as "first", one "second" and one "third" if applicable. Requests for non-split vacations and requests marked "first" will be given preference and scheduled in accordance with paragraph 2(a) above, after which requests marked "second" will be scheduled, followed by requests marked "third".

13. Vacation shall not be accumulated or carried over from one calendar year to another.

14.(a) When an employee's second anniversary of continuous employment occurs in a year in which he has qualified for a vacation, the first period of his vacation must be scheduled to begin on or after the second anniversary date of continuous employment in order for the employee to qualify for a vacation of two weeks in lieu of one week.

-128-

ARTICLE 40

(b) When an employee's ninth anniversary of continuous employment occurs in a year in which he has qualified for a vacation, the first period of his vacation must be scheduled to begin on or after the ninth anniversary date of continuous employment in order for the employee to qualify for a vacation of three weeks in lieu of two weeks.

(c) When an employee's eighteenth anniversary of continuous employment occurs in a year in which he has qualified for a vacation, the first period of his vacation must be scheduled to begin on or after the eighteenth anniversary date of continuous employment in order for the employee to qualify for a vacation of four weeks in lieu of three weeks.

(d) When an employee's twenty-fifth anniversary of continuous employment occurs in a year in which he has qualified for a vacation, the first period of his vacation must be scheduled to begin on or after the twenty-fifth anniversary date of continuous employment in order for the employee to qualify for a vacation of five weeks in lieu of four weeks.

15. The Company will assume no additional expense in granting vacations as a result of this Agreement.

16. Any employee deadheaded in connection with the application of this Agreement will be allowed one-half pay for such deadhead trip, except when deadheading to augment an extra list, or when deadheading in connection with a non-split vacation.

17. It is understood that all provisions of the National Vacation Agreement will be in effect in the application of this Agreement.

APPLICATION FOR VACATION PERIOD

Form CT-601
(Revised 12-15-80)

Applicant must show twelve preferences of Mondays in the calendar year, otherwise application will be considered void and vacation period will be arbitrarily assigned. If vacation is to be split, applicant must make a separate application for each portion of vacation, except that only one portion of vacation may be requested during the months of June, July and August, otherwise application will be considered void and vacation period will be arbitrarily assigned. The number of splits requested cannot exceed that provided for in the applicable Memorandum Agreement.

(Date)

(Employing Officer)

I hereby select the following twelve preferences for my vacation period:

CHOICE OF MONDAYS ORDER OF PREFERENCE:
(Show date of Monday for each choice)

FIRST CHOICE: _____

SECOND CHOICE: _____

THIRD CHOICE: _____

FOURTH CHOICE: _____
 FIFTH CHOICE: _____
 SIXTH CHOICE: _____
 SEVENTH CHOICE: _____
 EIGHTH CHOICE: _____
 NINTH CHOICE: : _____
 TENTH CHOICE: : _____
 ELEVENTH CHOICE:: _____
 TWELFTH CHOICE: _____

If vacation is to be split, applicant must indicate whether this application is "first, "second" or "third" choice by circling either FIRST, SECOND, OR THIRD below. Employee

-130- ARTICLE 40

Form CT-601
 (Revised 12-15-80)

Page 2

must also indicate whether this application is for one, two, three, four or five weeks by circling either "1 WEEK", "2 WEEKS", "3 WEEKS", "4 WEEKS" or "5 WEEKS" below.

FIRST	I WEEK
SECOND	2 WEEKS
THIRD	3 WEEKS
	4 WEEKS
	5 WEEKS

 (Employee's Signature)

 (Present Occupation)

 (Seniority Date)

ARTICLE 41

PAID HOLIDAYS - BEREAVEMENT LEAVE

(a). HOLIDAYS

The following is a correlation of Article I, Section 2 and 3 of the June 25, 1964 Agreement, as amended by Article III of the March 10, 1969 Agreement, Article XI of the May 13, 1971 Agreement and Article III of the March 6, 1975 Agreement. The text appearing in solid capital letters denotes the amendments to the June 25, 1964 Agreement. The only change under Article XI of the May 13, 1971 Agreement was the addition of Veterans Day as a ninth paid holiday. The letter dated August 4, 1969, from the National Railway Labor Conference confirms the intent of note to Section 3(b) of Article 1 of the June 25, 1964 Agreement with the understanding the language "within that yard" should be regarded as eliminated. Article III of the March 6, 1975 Agreement and the implementing Agreement of November 10, 1976, relating thereto, provided for the substitution of Good Friday for the Employee's Birthday, the addition of Christmas Eve as a tenth paid holiday and special qualifying provision Employee qualifying for both Christmas Eve and Christmas Day.

Section 1 - (Inapplicable to engineers-firemen)

Section 2

The following provisions shall apply to regularly assigned engineers, firemen, hostlers and hostler helpers represented by an organization

party hereto in yard service, and regularly assigned road service employees paid on a daily basis:

(a) Each regularly assigned engineer, fireman, hostler and hostler helper represented by an organization party hereto in yard service, and each regularly assigned road service employee in local freight service including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays:

New Year's Day	Thanksgiving Day
Washington's Birthday	CHRISTMAS EVE
Decoration Day	Christmas Day
Fourth of July	GOOD FRIDAY
Labor Day	VETERANS DAY

Only one basic day's pay shall be paid for the holiday

irrespective of the number of shifts or trips worked.

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

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

NOTE: NOT MORE THAN ONE TIME AND ONE-HALF PAYMENT WILL BE ALLOWED IN ADDITION TO THE "ONE BASIC DAY'S PAY AT THE PRO RATA RATE", FOR SERVICE PERFORMED DURING A SINGLE TOUR OF DUTY ON A HOLIDAY.

(c) To qualify for holiday pay, a regularly assigned employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employee in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, cancelled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days 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 an employee's work week, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

NOTE: SPECIAL QUALIFYING PROVISION - EMPLOYEE QUALIFYING FOR BOTH CHRISTMAS EVE AND CHRISTMAS DAY

- (i) AN EMPLOYEE WHO MEETS ALL OTHER QUALIFYING REQUIREMENTS WILL QUALIFY FOR HOLIDAY PAY FOR BOTH CHRISTMAS EVE AND CHRISTMAS DAY IF ON THE "WORKDAY" (FOR A REGULARLY ASSIGNED EMPLOYEE) IMMEDIATELY PRECEDING THE CHRISTMAS EVE HOLIDAY HE FULFILLS THE QUALIFYING REQUIREMENTS APPLICABLE TO THE "WORKDAY" BEFORE THE HOLIDAY AND ON THE "WORK DAY" IMMEDIATELY FOLLOWING THE CHRISTMAS DAY HOLIDAY HE FULFILLS THE QUALIFYING REQUIREMENTS APPLICABLE TO THE "WORKDAY" AFTER THE HOLIDAY.
- (ii) AN EMPLOYEE WHO DOES NOT QUALIFY FOR HOLIDAY PAY FOR BOTH CHRISTMAS EVE AND CHRISTMAS DAY MAY QUALIFY FOR HOLIDAY PAY FOR EITHER CHRISTMAS EVE OR CHRISTMAS DAY UNDER THE PROVISIONS APPLICABLE TO HOLIDAYS GENERALLY.

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

(e) That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph (a) hereof be worked a stipulated number of days per week or month will not apply to the holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualify employees provided by this rule will apply.

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

(g) WHEN ONE OR MORE DESIGNATED HOLIDAYS FALL DURING THE VACATION PERIOD OF THE EMPLOYEE, HIS QUALIFYING DAYS FOR HOLIDAY PAY PURPOSES SHALL BE HIS WORKDAYS IMMEDIATELY PRECEDING AND FOLLOWING THE VACATION PERIOD. IN ROAD SERVICE, LOST DAYS PRECEDING AND FOLLOWING THE VACATION PERIOD DUE TO THE AWAY-FROM-HOME OPERATION OF THE INDIVIDUAL'S RUN SHALL NOT BE CONSIDERED TO BE WORKDAYS FOR QUALIFYING PURPOSES.

Section 3

The following provisions shall apply to extra engineers, firemen, hostlers and hostler helpers represented by an organization party hereto on seniority rosters that confine the exercise of seniority to a particular yard or yards, AND EXTRA EMPLOYEES ON A COMMON EXTRA LIST PROTECTING BOTH ROAD AND YARD SERVICE.

(a) Extra engineers, firemen, hostlers and hostler helpers represented by an organization party hereto on seniority rosters which confine the exercise of seniority to a particular yard or yards, who meet the qualifications provided in paragraph (b) of this Section 3, AND EXTRA EMPLOYEES ON A COMMON EXTRA LIST PROTECTING BOTH ROAD AND YARD SERVICE, WHO MEET THE QUALIFICATIONS PROVIDED IN NOTE 2, PARAGRAPH (b) OF THIS SECTION 3, shall receive one basic day's pay at the pro rata rate on EACH of the following holidays:

	Thanksgiving Day
New Year's Day	CHRISTMAS EVE Christmas Day
Washington's Birthday	
Decoration Day Fourth of July	GOOD FRIDAY VETERANS DAY
Labor Day	

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

NOTE 1: When any of the above-listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

- (b) To qualify, an extra yard service employee must:
- (1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,
 - (2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or,
 - (3) if such employee cannot qualify under Section 3(b) (1) or (b) (2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following the

holiday, or perform yard service on any one or more of such days and be so available on the other day or days.

NOTE 1: For the purpose of Section 3(b) (1), (2) and (3), an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the carrier to perform other service (within that yard) in accordance with rules and practices on the carrier.

NOTE 2: TO QUALIFY, EMPLOYEES ON A COMMON EXTRA LIST PROTECTING BOTH ROAD AND YARD SERVICE, MUST HAVE COMPENSATION CREDITED FOR YARD OR HOSTLER SERVICE ON NOT LESS THAN ELEVEN (11) OR MORE OF THE THIRTY (30) CALENDAR DAYS IMMEDIATELY PRECEDING THE HOLIDAY.

NOTE 3: SPECIAL QUALIFYING PROVISION - EMPLOYEE QUALIFYING BOTH CHRISTMAS EVE AND CHRISTMAS DAY.

(i) AN EMPLOYEE WHO MEETS ALL OTHER QUALIFYING REQUIREMENTS WILL QUALIFY FOR HOLIDAY PAY FOR BOTH CHRISTMAS EVE AND CHRISTMAS DAY IF ON THE "CALENDAR DAY" (FOR AN EXTRA OR UNASSIGNED EMPLOYEE) IMMEDIATELY PRECEDING THE CHRISTMAS EVE HOLIDAY HE FULFILLS THE QUALIFYING REQUIREMENTS APPLICABLE TO THE "CALENDAR DAY" BEFORE THE HOLIDAY AND ON THE "CALENDAR DAY" IMMEDIATELY FOLLOWING THE CHRISTMAS DAY HOLIDAY HE FULFILLS THE QUALIFYING REQUIREMENTS APPLICABLE TO THE "CALENDAR DAY" AFTER THE HOLIDAY.

(ii) AN EMPLOYEE WHO DOES NOT QUALIFY FOR HOLIDAY PAY FOR BOTH CHRISTMAS EVE AND CHRISTMAS DAY MAY QUALIFY FOR HOLIDAY PAY FOR EITHER CHRISTMAS EVE OR CHRISTMAS DAY UNDER THE PROVISIONS APPLICABLE TO HOLIDAYS GENERALLY.

(c) DELETED.

(d) Any of the extra yard service employees described in paragraph (a) of this Section 3 who works on any of the holidays listed therein shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

NOTE: NOT MORE THAN ONE TIME AND ONE-HALF PAYMENT WILL BE ALLOWED IN ADDITION TO THE "ONE BASIC DAY'S PAY AT THE PRO RATA RATE", FOR SERVICE PERFORMED DURING A SINGLE TOUR OF DUTY ON A HOLIDAY.

(e) As used in this Section 3, the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

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

NOTE 2: The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

(f) WHEN ONE OR MORE DESIGNATED HOLIDAYS FALL DURING THE VACATION PERIOD OF THE EMPLOYEE, HIS QUALIFYING DAYS FOR HOLIDAY PAY PURPOSES SHALL BE HIS WORKDAYS IMMEDIATELY PRECEDING AND FOLLOWING THE VACATION PERIOD. IN ROAD SERVICE, LOST DAYS PRECEDING AND FOLLOWING THE VACATION PERIOD DUE TO THE AWAY-FROM-HOME OPERATION OF THE INDIVIDUAL'S RUN SHALL NOT BE CONSIDERED TO BE WORKDAYS FOR QUALIFYING PURPOSES.

Section 4

(a) It is understood that when a regularly assigned employee, holding an assignment subject to Article I, Section 2, of the Agreement of June 25, 1964, who performs compensated service at least one day on his regular assignment in the week in which the holiday falls, is

required to be used off his assignment to protect other service on one or both qualifying days and/or on the holiday, performing or being available for the service he is called to protect will qualify him to receive the holiday basic day's pay at the rate of his regular assignment. He will be paid at the rate of time and one-half for service performed on the holiday provided he works on his regular assignment, and only then if he meets the qualifying requirements, set forth in Article I, Section 2(c), as interpreted herein.

A regularly assigned employee holding an assignment which is not subject to Article I, Section 2, but who is called to protect other service on an assignment which is subject to Article I, Section 2, will qualify for payment of the basic day for the holiday if he is available for or performs service on such assignment on the qualifying days and on the holiday, provided no other employee qualifies for holiday pay on such position. If the assignment works on the holiday, he will be paid at the rate of time and one-half for service performed on the holiday.

(b) - BREAVEMENT LEAVE

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

Q-1: How are the three calendar days to be determined?

A-1: An employee will have the following options in deciding when to take bereavement leave:

- (a) three consecutive calendar days, commencing with the day of the death, when the death occurs prior to the time an employee is scheduled to report for duty;
- (b) three consecutive calendar days, ending the day of the funeral service; or
- (c) three consecutive calendar days ending the day following the funeral service.

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employee has a work week of Monday to Friday--off days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3: A maximum of two days.

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother, or stepsister, stepparents or stepchildren?

A-5: Yes; as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

ARTICLE 42

PAY PERIOD AND ITEMIZED PRINT-OUT

1. Engineers will be paid on every other Friday. However, in the event payday falls on a legal holiday, the preceding day, Thursday, will be payday.

2.(a) An itemized record of daily earnings for each pay period including all payments made during such pay period will be furnished engineers. The record will show the following: Name, Social Security Number, Date, Time on Duty, Miles, Rate of Pay, Gross Earnings, Overtime Pay, Initial Terminal Delay Time, Final Terminal Delay Time, Miscellaneous Time, Without Fireman, and Constructive Allowances (deadheading, holiday pay, penalty claims, etc.).

(b) Itemized records of payments referred to in Item 1 will be furnished to the employees at the same pay location where pay checks are made available.

ARTICLE 43

EXPENSES AWAY FROM HOME

Section 1

When the Carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the Carrier's expense or an equitable allowance in lieu thereof. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

If an allowance is being made in lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging is supplied, or offset against an equivalent allowance. This shall be worked out on a local basis.

The provisions of this section shall be made effective at a date no later than 30 days following the effective date of this Agreement.

Section 2

When the Carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section 1 of this article) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$2.75 and an additional meal allowance will be provided after being held an additional 8 hours.

NOTE: For the purposes of Sections 1 and 2 of this Article 43, extra board employees shall be provided with lodging and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

Section 3

Extra men filling temporary vacancies at outlying points are subject to the following additional conditions:

- (a) The outlying point must be either 30 miles or more from the terminal limits of the location where the extra list from which called is maintained, or 60 miles or more from the reporting point of the extra list from which called.
- (b) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

NOTE: The above codifications in Sections 1, 2 and 3 are not intended to change or modify the intent of Article II of the June 25, 1964 National Agreement as amended by subsequent national agreements.

Section 4

Road work and/or wreck train engineers that qualify for suitable lodging pursuant to provisions of Article II, June 25, 1964 National Agreement, as amended, which are tied up on line of road between terminals, will be provided with suitable lodging if request is made for same. Otherwise, they will be allowed an equitable allowance in lieu of suitable lodging of \$2.50.

However, if such engineers are transported by the Carrier to a point where suitable lodging is provided other engineers, they will be provided suitable lodging the same as if they had been run into that point.

Section 5

At all places where engineers are not provided "suitable lodging" under the provisions of this article, an "equitable allowance" of \$2.50 will be granted each such eligible engineer in lieu of "suitable lodging."

Section 6

The Memorandum Agreement dated November 6, 1964, implementing Article II, Section 1, of the June 25, 1964 National Agreement is by reference made a part of this Article 43 (Expenses Away From Home).

Section 7

(a) If an engineer is held at a terminal other than the designated home terminal of his assignment where "suitable lodging" is not provided, for 28 hours or more after being relieved from duty, he will be entitled to the second "equitable allowance" of \$2.50 and every 28 hours thereafter he will be entitled to an additional "equitable allowance" of \$2.50.

(b) "Suitable lodging" or an "equitable allowance" of \$2.50 in lieu thereof will be allowed to engineers who request rest under their schedule agreements.

(c) The \$2.50 "equitable allowance" will not be increased or decreased by the usual clauses in national or regional general wage increase agreements.

Section 8

Section 1 of Memorandum Agreement dated November 6, 1964, concerning "suitable lodging" or an "equitable allowance" in lieu thereof under the terms of Article II, Section 1, of the June 25, 1964 National Agreement is amended to include the points and facilities listed below. At such points, suitable lodging for eligible employees will be provided. The minimum standards for the accommodations will consist of single occupancy rooms with bath and air conditioning. In the event lodging is not available at the designated facility, the Company will provide comparable lodging in lieu thereof. Transportation to and from such lodging will be provided at all places except as denoted by an asterisk:

<u>Terminal or Point Location</u>	<u>Name of Lodging Facility</u>
Norfolk Terminal	Lafayette Motel
Suffolk, VA	Econo-Travel Motor Hotel
Petersburg-Hopewell, VA	Howard Johnson's Motel
Crewe, VA	Kee Motel
Lynchburg, VA	Holiday Inn
South Boston, VA	Crestview Motel
Durham, NC	Downtowner Motor Inn
Roanoke, VA	Crystal Tower
Bristol, VA	Briscoe Motor Inn

Terminal or Point Location	Name of Lodging Facility
Winston-Salem, NC	Travel Host of America
*Shenandoah, VA	Shenandoah Motel & Restaurant, Inc.
Hagerstown, MD	Venice Motel & Restaurant, Inc.
Bluefield, WV	Milner-Matz Hotel
*Norton, VA	Jefferson Motel
Mullens, WV	Cow Shed, Pineville, WV
Williamson, WV	Mountaineer Hotel
Portsmouth, OH	Four Keys Inn
Columbus, OH	Howard Johnson's Motor Lodge
Cincinnati, OH	Quality Inn Riverview Central
*Circleville, OH	Guest House

Denotes that transportation will not be furnished to and from lodging.

ARTICLE 44

SELF-PROPELLED MACHINES

Section I

Rules or practices under which a locomotive engineer, or fireman where presently required, is employed on on-rail self-propelled vehicles or machines for the purpose of operating the machine in the performance of all the work for which such machines are designed are retained.

Section 2

Nothing contained in this article shall be construed to require the employment of engine and train service employees where not now required.

ARTICLE 45

COMBINATION ROAD-YARD

The last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued under the following conditions: (Yard as used herein is defined to mean a common terminal point where a seniority roster for yard ground men is maintained.)

1. in the case of the last yard crew assignment in a yard, such assignment may be discontinued if a joint study

indicates that the average time consumed in switching is less than four hours within a spread of ten hours for ten consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four hours of such work within any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of a yard crew assignment on a particular shift (in yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average of less than four hours switching within the spread of 12 hours for ten consecutive working days, this spread to begin at the starting time of the yard crew assignment which the carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the carrier seeks to discontinue will be considered, subject to the provisions of paragraph 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period as set forth in paragraph 5.

NOTE: The studies referred to in this paragraph 1 shall be conducted in the following manner:

Where a carrier proposes to discontinue the last yard crew assignment in a yard or on a shift where more than one yard assignment is employed, it shall give ten (10) days' written notice of the proposed discontinuance to the representatives of the employees involved, advising the names of the carrier's officials who are designated as its representatives for the purpose of the study, and the date on which the study will begin. At any time prior to the date the study is to begin, the representatives of the employees involved shall advise the carrier of the names of their representatives for the purpose of the study. If such representatives are not so named, or fail to participate, the study may be conducted by the representatives of the carrier. In either event, the result of the study shall be binding on the parties for the purpose of this rule.

The same procedure will be adhered to in conducting studies proposed by the representatives of the employees for the restoration of assignments that have been discontinued under the provisions of this paragraph 1.

2. The provisions of paragraph 1 hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.

3. Road crews may perform any yard service at yards where yard crews are not employed.

4. Road crews may continue to perform any yard service now permitted, without additional payments, if such payments are not now required.

5. At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.

6. No change in work permitted or compensation paid to combination assignments, such as mine run, tabulated assignments, etc.

7. Switching service in yards by road crews when yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to paragraph 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.

8. If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under paragraph 7 hereof.

9. Initial and final terminal delay rules shall not be disturbed by this agreement except that when road crews perform yard service for which they are compensated under the provisions of paragraph 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.

10. The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of paragraph 1 of this article.

11. Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

ARTICLE 46

Section 1 - Health and Welfare

Carrier and the Organization are party to national agreements providing health and welfare benefits under Travelers Group Policy Contract No. GA-23000, as amended, Aetna Life and Casualty Dental Plan GP-12000, and Travelers Group Policy Contract No. GA-46000.

Section 2 - Payments to Employees Injured Under Certain Circumstances

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

(a) Covered Conditions:

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

- (1) deadheading under orders or
 - (2) being transported at carrier expense.
- (b) Payments to be made:

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

- (1) Accidental Death or Dismemberment

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

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

Not more than \$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 Carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee 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 carrier.

(3) Time Loss

The carrier will provide an employee 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 employee's basic full-time weekly compensation from the carrier 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 shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee 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 employee'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 employee, 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 if an employee passenger who is under the influence of alcohol or drugs 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 an employee is commuting to and/or from his residence or place of business.

(e) Offset:

It is intended that this article is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee 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 employee or his personal representative under this article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this article.

The payments provided for above will be made, as above provided, for covered accidents on or after July 1, 1969.

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

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

(employee- or personal representative)
agrees to be governed by all of the conditions
and provisions said and set forth by Article IV.

ARTICLE 47

MERGER AND/OR COORDINATION AGREEMENTS
AS IMPLEMENTED AND AMENDED

Section 1

The agreement dated June 18, 1959, as implemented and amended is by reference made a part of this Agreement (Norfolk and Western-Virginian merger).

Section 2

The agreement dated January 10, 1962, as implemented and amended is by reference made a part of this Agreement (Norfolk and Western-NKP, etc. merger).

Section 3

The coordination agreement dated November 19, 1973, as implemented and amended is by reference made a part of this Agreement (SBA 813, Norfolk and Western-Virginian, Kellysville to Norfolk).

Section 4

The coordination agreement dated December 28, 1977, as implemented and amended is by reference made a part of this Agreement (coordination agreement Pocahontas Division-P&D Districts).

Section 5

Trackage agreement between Chesapeake & Ohio Railway Company and The Virginian Railway Company dated August 6, 1942, as implemented and amended is by reference made a part of this Agreement (Piney River-Paint Creek Agreement).

ARTICLE 48

APPRENTICE ENGINEERS
AGREEMENT OF NOVEMBER 1971

Section 1

Article I - Purpose

The purpose of this Agreement is to provide a program for the training and qualifying of locomotive engineers and

motormen which may be applied where necessary to insure the immediate and continuing needs of each carrier; the BLE will cooperate in the operation of this program.

Article II - Apprentice Locomotive Engineers

(1) An apprentice locomotive engineer shall be any person selected by the carrier to enter the program of training for the purpose of employment as a qualified locomotive engineer. In the selection of apprentices, preference shall be given present employees, with those having experience in engine service being given priority.

(2) The training program shall consist of classroom instruction and work experience as determined by the carrier. As necessary, classrooms, books and materials, and instructors shall be furnished by the carriers. When feasible, consideration shall be given locomotive engineers for off-the-job instructors.

(3) The training program and any intended substantial changes therein shall be reviewed from time to time by the BLE and the carrier. However, the carrier shall make the final determination of the content and length of the training program, the continuation of individual apprentices in the program, and the conditions of successful completion of the program.

(4) Apprentices shall be paid a minimum of \$700 per calendar month while actively participating in the training program. This payment shall comprehend all services performed and time consumed in the training program by the apprentice. To receive the full rate, the apprentice must be available for a minimum of twenty-two (22) days per month. The prorated daily rate may be deducted for each of the twenty-two (22) days he is not available of his own volition.

(5) An apprentice accompanying a locomotive engineer on a road service tour of duty shall receive whatever lodging accommodations or allowance and whatever meal allowance to which that locomotive engineer is entitled.

(6) An apprentice will be reimbursed for actual, reasonable and necessary travel, lodging and meal expenses incurred while engaged in orientation and classroom sessions or while headquartered at points beyond reasonable commuting distances from his home.

(7) The General Chairman, BLE, shall be furnished the name of each apprentice and the date he is placed in training.

Article III - Instruction by Engineers

When apprentices are required to receive on-the-job training, the engineer on the job selected will acquaint the apprentice with the responsibilities and functions of engineers under actual working conditions and the following will apply:

(a) The engineer will permit the apprentice to operate the engine and perform other functions of an engineer under his direction.

(b) While the engineer cannot be relieved from his responsibility for the safe operation of his train and engine, he will not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by an apprentice.

(c) The presence of an apprentice will not affect the rate of pay for the engineer when operating without a fireman (helper) position having been eliminated pursuant to the provisions of Award 282.

Article IV - Qualifying Locomotive Engineers

(1) Upon successful completion of the training program an apprentice shall be certified as a qualified locomotive engineer, and shall be awarded a certificate so stating and shall acquire and maintain seniority in accordance with all applicable rules and agreements. Upon establishing a seniority date as locomotive engineer, he will be required to relinquish seniority in any other craft, except that of fireman (helper), hostler or hostler helper.

Article V - Health and Welfare and Other Benefits

(1) An apprentice engineer under this training program will be subject to the National Health and Welfare Plan, Off-Track Vehicle Insurance and Vacation Agreements (including the Memorandum of Understanding of January 18, 1956) in effect with the BLE.

Article VI - Court Approval

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

Article VII - Effect of this Agreement

(1) Nothing in this Agreement will prevent an employee hired as a fireman from entering this training program or from qualifying for promotion to the craft of locomotive

-152-

ARTICLE 48

engineers under present schedule rules; nor prevent the hiring of engineers under present schedule rules.

(2) Nothing in this Agreement is intended to infringe upon any rights or obligations under existing agreement with any other labor organizations.

(3) Nothing in this Agreement shall supersede or nullify any existing agreements made with the BLE covering the specific subject of apprentice engineer training programs, except where so provided in those agreements, unless mutually agreed upon by the parties.

*(4) This Agreement is in settlement of disputes growing out of notices pending upon any of the carriers listed in Exhibits A, B and C hereto relating to the training and qualifying of locomotive engineers and motormen.

*(5) Articles I through V inclusive of this Agreement shall become applicable on the date of this Agreement only on those carriers listed in Exhibits A, B and C hereto on which the BLE represents only the craft of class of engineers. On carriers party hereto on which the BLE represents both engineers and firemen, or firemen only, negotiations dealing with the training of engineers may be progressed on such individual carriers during the term of this Agreement within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended.

(6) 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 until June 30, 1973 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, provided that this Agreement shall be null, void and have no further force and effect if this Agreement or any of its provisions is determined judicially or otherwise to be contrary to law or public policy.

(7) No party to this Agreement shall serve, prior to January 1, 1973 (not to become effective before July 1, 1973), any notice or proposal for changing the provisions of this Agreement, except that during the term of this Agreement proposals relating to the monthly rate of compensation for apprentice locomotive engineers, and an additional allowance for locomotive engineers giving on-the-job instructions to apprentice engineers, may be progressed on individual carriers within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended.

Exhibits A, B and C mentioned in these paragraphs are not appended hereto.

(8) In connection with Article IV above relating to training and qualifying locomotive engineers and motor-men, it is understood that an apprentice engineer who has successfully completed the training program and has acquired a seniority date as locomotive engineer, and subsequently establishes seniority in another craft (other than the craft of fireman (helper), hostler, or hostler helper) shall be required to relinquish such seniority upon recall as a locomotive engineer or forfeit his seniority as a locomotive engineer.

Section 2 - Engineer Instructors

When firemen (helpers) in training to become locomotive engineers are required to receive on-the-job training, the engineer on the job selected will acquaint the fireman (helper) in training with the responsibilities and functions of engineers under actual working conditions subject to the following:

- A. The fireman (helper) in training will be permitted to operate the engine and perform other functions under direction of the engineer.
- B. While the engineer cannot be relieved from his responsibility for the safe operation of his train and engine, he will not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by the fireman (helper) in training.
- C. The presence of a fireman (helper) in training will not affect the engineer rate of pay when operating without a fireman (helper).
- D. Engineer(s) will be paid an allowance of thirty (30) minutes at the pro rata rate applicable to locomotive used in addition to all other earnings for each tour of duty that a fireman (helper) in training is assigned to him.
- E. Engineer(s) will be required to complete progress reports on each fireman (helper) in training assigned to him as may be directed. Incompetence, lack of judgment or other detrimental traits or attitudes will be reported.

NOTE: The use of the term "fireman (helper) in training" in this Agreement refers

to a fireman (helper) while actually engaged in the scheduled training program established by the Carrier.

-154-

ARTICLE 48

It is further understood that engineers will be advised as to what firemen are assigned to the training program through the posting of a list of such firemen's names on the appropriate bulletin boards. This posting does not guarantee payment to the engineer under paragraphs C and D in any case of dropout or completion of the training program by an individual listed thereon.

ARTICLE 49

PAY CHECKS - HOME DELIVERY

Engineers desiring to have their biweekly paychecks mailed to their home address may do so in accordance with the following:

1. Engineers will be responsible for prompt notification to the appropriate Carrier officer at least two (2) weeks prior to a change in their address. Failing to do so will relieve the Carrier of responsibility for late delivery of such checks.

2. (a) Complaints in connection with late delivery of checks will not be made earlier than seven (7) days following the recognized pay day.

(b) Complaints in connection with late delivery will be made to the division or terminal timekeeper as the case may be for necessary handling.

3. Engineers must make application on the form prescribed for home delivery.

4. Fifty (50) cents to cover postage and cost of handling will be deducted from each engineer's check who has requested home delivery.

5. The Carrier will in addition to mailing the engineer's check also mail under the same or separate cover the engineer's Statement of Itemized Earnings.

-155-

ARTICLE 48-49

Form

(Date)

AUDITOR OF PAYROLLS
NORFOLK & WESTERN RAILWAY COMPANY ROANOKE, VA 24042

Dear Sir:

Commencing two (2) weeks from my next pay day, which is,
_____ please have my check forwarded to (date)

the address shown below via U. S. Mail:

(Please Print or Use Name Stamp)

Name: _____

SSN: _____ -

Street or Box No.: _____ -

City or Town: _____ - State: _____ Zip

Code: _____

I accept the conditions set forth in Article 49 of the Schedule Agreement relative to "Home Delivery of Paychecks." I also understand this arrangement will remain in effect until such time as I give the AUDITOR OF PAYROLLS a 2-week advance notice of my desire to terminate same.

(Signature)

-156-

ARTICLE 49

ARTICLE 50

INTENT OF THIS AGREEMENT

It is understood that any rules, interpretations or understandings inadvertently omitted from this agreement will not invalidate them. Rearrangement and punctuation of Articles ' Sections, Paragraphs and questions and answers thereto, included in this Rewrite, will in no way change, alter or modify said rules or change any agreed to application or interpretation thereof, except as specifically set out therein.

TERMS OF AGREEMENT

This Agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT ROANOKE, VA, THIS 23rd DAY OF OCTOBER, 1980.

FOR NORFOLK AND WESTERN
RAILWAY COMPANY:

J. R. Neikirk
Vice President-Administration

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

S. I. Smith

General Chairman

APPROVED:

R. B. Curtis
Vice President

-157-

ARTICLE 50

ARTICLE 1

YARD SERVICE

1. (a) Rates of Pay

Wage sheets based on rates of pay in effect on July 1, 1980, will be furnished the General Chairman for distribution to each engineer. As soon as practicable after each subsequent change in rates of pay, Carrier will furnish new rate sheets for distribution as provided above.

Yard rates shall apply to belt line, transfer and yard service, or combinations thereof.

(b) Weight on Drivers

Engineers on locomotives in yard service to be paid the rates shown in rate sheets based upon weight on drivers. In the application of the rates for various driver weights the total weight on drivers of all units operated by one (1) engineer shall be the basis for establishing the rate. The rates of pay in the weight-on-drivers bracket 450,000 and less than 500,000 pounds will be the minimum standard rates of pay in yard service.

(c) Differential

A differential of twenty-five (25) cents will be allowed engineers when road engines are used in yard service.

2. Basic Day

Eight (8) hours or less shall constitute a day's work.

3. Overtime

(a) Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two (2) shifts to change off; or where exercising seniority rights from one assignment to another; all time worked in excess of eight (8) hours continuous service in a 24-hour period shall be paid for as overtime, on the minute basis, at one and one-half (1k) times the hourly rate, according to class of engine.

(b) The following rule shall be added for extra men:

Overtime rate in yard service - Extra engineers.

-1-

ARTICLE 1

Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

In the application of this rule, the following shall govern:

1. This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

2. A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service", as used in this paragraph 2 shall not apply to employees paid road rates, but governed by yard rules.)

3. Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and onehalf to twenty-four hours from the starting time of the first shift.

A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

4. An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.

5. Except as modified by other provisions of this rule, an extra employee working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata rate.

NOTE (1): On railroads where a seniority board is in effect the rule shall include a provision that in cases where there

is a man or men on the board available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

NOTE (2): The adoption of this rule shall not affect any existing rule in the schedule of any individual carrier relating to service performed on a succeeding trick when an employee's relief fails to report at the fixed starting time.

NOTE (3): Existing rules and practices on individual carriers for regular engineers are not changed hereby.

(c) When an emergency engineer in yard service performs service as engineer on one shift and then as an emergency engineer commences work on a second shift as engineer in a twenty-four hour period he shall be paid at time and one-half for such second shift except where it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the emergency engineer at the time he started to work as engineer on the last shift on which his basic day was paid for at the pro rata rate.

In the application of this rule, the following shall govern:

1. This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

2. A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service", as used in this paragraph 2 shall not apply to employees paid road rates, but governed by yard rules.)

4. Arbitrarities

(a) Engineers on diesel engines who are required to switch units in their consist or to pick up and/or set out one or more units will be allowed thirty (30) minutes at pro rata rate of pay if they are required to make the necessary disconnections and/or connections as required by the Operating Department:

-3-

ARTICLE 1

NOTE: This arbitrary will not apply when a diesel unit or units are set off or picked up account of mechanical failure of such unit or units or when a unit or units are cut off for the purpose of performing switching service at an intermediate point or points and then recoupled. In no event will more than thirty (30) minutes be allowed for coupling and/or uncoupling one or more units at the same general location.

The above is not intended to infer or convey a contractual right to the service referred to herein.

(b) Where regularly assigned to perform service within switching limits, yard men shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

(c) Former Virginian yard engineers will be allowed a fifteen (15) minute arbitrary, in addition to all other pay and allowances, for inspecting engines until such time notice is posted by the Carrier that such inspection is no longer required at the point (yard) involved.

5. Exception

Yard engineers called upon to perform road service will receive road or yard rate, whichever is the greater.

ARTICLE 2
MISCELLANEOUS

1. Hostlers will be provided at division terminals.
2. When change of a division or train run requires men to change their place of residence, they will be furnished free transportation for their families and their household goods.
3. Weight on drivers means total weight of all units coupled in multiple in working order. (See table of weight on drivers.)

-4-

ARTICLE 1-2

4. It is the policy of the management of the Company to find employment for disabled employees.
5. An engineer leaving the service of the Company either of his own accord or dismissed, will, if he so requests, be furnished a letter signed by the Division Superintendent.
6. Where necessary, yard engineers will be granted fifteen(15) minutes in which to get their engines ready.

ARTICLE 3

ASSIGNMENTS

Engineers shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew. So far as :Ls practicable, assignments shall be restricted to eight (8) hours' work.

ARTICLE 4

STARTING TIME

1. Regularly assigned yard crews shall each have a fixed starting time, and the starting time of a crew will not be changed without at least forty-eight (48) hours' advance notice. Practices as to handling of transfer crews are not affected by this section.

2. Where three (3) 8-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 A.M. and 8:00 A.M.; the second 2:30 P.M. and 4:00 P.M.; and the third 10:30 P.M. and 12 Midnight.

3. Where two (2) shifts are worked in continuous service the first shift may be started during any one of the periods named in paragraph (2).

4. Where two (2) shifts are worked, not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 A.M. and 10:00 A.M., and the second not later than 10:30 P.M.

-5-

ARTICLE 2-4

5. Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in paragraphs (2) or (4).

6. At points where only one (1) yard crew is regularly employed, they can be started at any time, subject to paragraph (1).

7. Where mutually agreeable, on account of conditions produced by having two (2) standards of time, starting time may be changed one (1) hour from periods above provided.

ARTICLE 5

CALCULATING ASSIGNMENTS AND MEAL PERIOD

The time for fixing the beginning of assignments or meal periods is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

ARTICLE 6

LUNCH TIME

1. Yard engineers will be allowed twenty (20) minutes for lunch between four and one-half (4k) and six (6) hours after starting work without deduction in pay.

NOTE: The twenty (20) minutes lunch period must be given and completed within 4k and 6 hours after starting work.

2. Yard engineers will not be required to work longer than six (6) hours without being allowed twenty (20) minutes for lunch, with no deduction in pay or time therefor.

ARTICLE 7

1. Attending Court

Engineers taken away from their regular assigned duties to attend court as witnesses, or to appear

-6-

ARTICLE 4-7

before proper persons to give legal evidence for the railroad, will be allowed compensation equal to what would have been earned had such interruption not taken place, and in addition, necessary actual expenses while away from home.

Extra engineers attending court will be paid a minimum day and, in addition, necessary actual expenses if required to go away from home.

For attending court on days no time is lost regular men will be paid a minimum yard day and, in addition, necessary actual expenses while away from home.

They will turn in their court tickets received from the Clerk of the Court to the Railway Company's representative.

2. Jury Duty

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

(a) An employee must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.

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

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

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

ARTICLE 8

POINT FOR BEGINNING AND ENDING DAY

1. Yard engineers shall have a designated point for going on duty and a designated point for going off duty.

-7-

ARTICLE 7-8

2. The point for going on and off duty will be governed by local conditions. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

3. Tracks "A" and "B" at Norfolk Terminal's Portlock Yard are designated as the relief point, as near as practicable, for yard engineers assigned to Portlock Yard.

ARTICLE 9

YARD SENIORITY

1. Seniority of engineers will be determined from the engineers' seniority roster.

2. Preference in assignment to runs will be given to engineers in accordance with their seniority standing providing they are competent and reliable.

3. It is understood that yard service and road service will be considered two separate and distinct classes of service. Road engineers will have no yard rights and yard engineers will have no road rights.

4. Seniority rosters will be revised every six (6) months (January and July) and copy posted in a conspicuous place on bulletin boards.

5. If the seniority date shown on the seniority roster is not challenged within ninety (90) days of date of posting no protest against such date will afterwards be heard. Copies of seniority rosters will be furnished both local and general chairmen.

6. The seniority rights of engineers shall terminate and they shall not be permitted to work as engineers after the last day of the calendar month in which they attain the age of 70.

7. Suffolk Yard

(a) Engineers on the Norfolk Division road engineers' seniority roster no longer have any rights to Suffolk yard assignments.

-8-

ARTICLE 8-9

(b) Except as provided below, engineers working on Suffolk Yard will work under the provisions of the Engineers' Five-Day Work-Week Agreement effective April 21, 1969, and Suffolk will be considered an outlying point or small yard".

NOTE: For reporting purposes, Suffolk is considered a separate point in the application of the Starting Time Rule, Engineers' Agreement.

(c) Suffolk will be considered within the confines of Norfolk Terminal only for the purpose of filling vacancies.

(d) Norfolk Terminal yard engineers with seniority date on or before May 3, 1976, will be allowed two (2) hours straight time rate for qualifying on Suffolk Yard.

(e) Following qualification, the letter (S) will be placed behind the Norfolk Terminal engineers' names on the seniority roster.

(f) In cases where there is no qualified Suffolk engineer available, the first out engineer on the Norfolk Terminal engineers' extra list will be used and qualified by an NW supervisor.

(g) Norfolk Terminal engineers will be required to fill Suffolk yard vacancies the same as if Suffolk Yard was located within the switching limits of Norfolk Terminal. Tag end and/or days off of regular assignments may be filled in accordance with Section 4(b) of the Engineers' Five-Day Work-Week Agreement.

(h) Assigned Territory: Suffolk yard crews will be assigned-to perform switching service as necessary within the switching limits of Suffolk Yard on the Norfolk District and between Mile Post V-34 and Mile Post V-13 on the Jarratt District. In addition, these yard crews may be required to operate in and out of South Branch Yard for the purpose of picking up and/or setting off only. No industrial switching service will be performed by the Suffolk Yard crews between Mile Post V-13 and Bridge No. Mile Post 6.8 over the South Branch of the Elizabeth River.

8. Scioto Division Yards

The Memorandum Agreement dated May 11, 1979, effective June 1, 1979, is by reference made a part of this article (consolidation of yard-road seniority rosters Scioto Division).

-9-

ARTICLE 9

9. Roanoke and Norfolk Terminals

The Memorandum of Agreement dated April 1, 1969, to be effective April 21, 1969, is by reference made a part of this article (consolidation of yard rosters Roanoke and Norfolk Terminals).

ARTICLE 10

YARD WORK TRAIN

1. Work trains will be manned by road engineers when operated in and out of switching limits and on line of road. Work trains operated exclusively within switching limits will be manned by yard engineers.

2. When a work train is placed in service and it is known that it will be on six (6) days or more, it will be advertised at once. When a work train is placed in service and it is not known that it will be on six (6) days, at the expiration of six (6) days, it will be advertised.

3. Yard engineers performing yard switching and/or work or wreck train service will be considered as

performing one class of service and yard rates and rules will be applicable.

ARTICLE 11

YARD SWITCHING

Section I - Williamson Yard Switching

1. Effective 12:01 p.m., March 25, 1957, seniority rights of Williamson yard engineers are extended to include the territory from Station 28 plus 50 to Station 5203, except as provided for in paragraph 2 of this section.

2. Road engineers will continue to perform work, the same as they have in the past, at Crystal Block Coal and Coke Company operation and on Sycamore Branch beyond the Gulf Refining Company.

3. It is understood Williamson Yard crews will continue to perform work, the same as they have in the past, at the Gulf Refining Company which is located on Sycamore Branch a short distance beyond Sycamore Branch Junction.

-10-

ARTICLE 9-11

Section 2 - Kenova-Neal Switching

1. Effective November 5, 1955, seniority rights of Kenova Yard engineers are hereby extended to include the territory from Mile Post NA-56, plus 4413.8 feet to Mile Post NA-54.

2. Effective November 5, 1955, road engineers will be allowed thirty (30) minutes at pro rata through freight rate when required to pick up and/or set off cars on Neal passing track, or any extension of such track, or any new track or tracks installed between Mile Posts NA-54 and NA-57, in Kenova Yard, Kenova, West Virginia. The thirty (30) minutes allowance will be allowed only for picking up and/or setting off cars on Neal passing track, or any extension of such track, or any new track or tracks installed between Mile Posts NA-54 and NA-57, and the allowance will be applied independent of the road trip or other special allowances provided for in the Engineers' Agreement. The thirty (30) minutes allowance will not apply when a road crew stops only for the purpose of setting off a defective car (such as hot box, dragging brake rigging, etc.) on Neal passing track, or any extension

of such track, or any new track or tracks installed between Mile Posts NA-54 and NA-57.

Picking up and/or setting off by a road crew on Neal passing track, or any extension of such track, or any new track or tracks installed between Mile Posts NA-54 and NA-57, will be considered work separate and apart from any other work required of road crews, under applicable rules, in any other part of Kenova Yard. For example: A road crew may properly be required to pick up and/or set off on any track or tracks in Kenova Yard without regard to any pick up and/or set off being required of the same road crew on Neal passing track, or any extension of such track, or any new tracks installed between Mile Posts NA-54 and NA-57.

3. NW road or yard crews may deliver loads and pull empties from tracks constructed for Oglebay-Norton traffic. Oglebay-Norton crews may move such loads to its facility and return empties to these tracks pursuant to service requirements.

In order for Oglebay-Norton crews to move loads and empties between the new tracks and its facility, such crews may use the main track as a running track, including any necessary head room on such main track.

-11-

ARTICLE 11

Section 3 - Elmore Yard Switching

1. Road engineers will be given recovery periods commencing in March and September of each calendar year. Both recovery periods will begin with the first work day of the first work week beginning in March and September on the selected assignments. The March recovery period will be of four (4) weeks duration on a first shift yard assignment. The September recovery period will be of five (5) work weeks duration on a second shift yard assignment.

2. The engineers' local chairman will request the Road Foreman of Engines to preadvertise a selected yard assignment for road engineers as provided for in paragraph (1) above. Five (5) days prior to the end of each recovery period, the assignment will be preadvertised for yard engineers.

3. The road engineer working a recovery period under the terms of this Agreement will work under yard rules and regulations.

4. After the assignment is awarded to a road engineer, vacancies occurring during the designated recovery period will be filled by extra road engineers except in emergency where there are no road extra or emergency road engineers available at Elmore Terminal. In such cases, yard engineers will be used.

5. If no road engineer bids on the yard assignment, no recovery will be allowed for that period and the yard engineer assigned thereto will remain on the assignment.

NOTE: This does not preclude road engineers who are absent on account of sickness, suspension, leave of absence or vacation, if entitled to the assignment, from claiming and having the assignment provided he makes application in writing within seven (7) days after his return. (This only applies to the two recovery periods referred to herein.)

6. Engineers electing to avail themselves of the recovery work will not be considered as having been relieved of their obligation to protect the highest paying job available to them in accordance with the terms of the applicable protective agreement.

-12-

ARTICLE 11

7. Where service interruptions or changes occur which would result in inequities to either yard or road engineers under the terms of this agreement, the General Chairman will advise the Superintendent in writing of the change to be made in the recovery period in order to correct such inequities.

Section 4 - Winston-Salem (Switching)

1. In addition to switching service permitted by yard crews outside switching limits under provisions of rules covering switching service for new industries, the following will apply:

2. Cars necessary to be turned at Winston-Salem may be turned by yard crews on the wye track located at the new automobile unloading facility, which is located outside switching limits, without penalty.

3. Yard crews may handle cars from the automobile unloading facilities, located inside switching limits to the storage tracks located outside switching limits, without penalty. Yard crews may handle cars from the storage tracks, located outside switching limits, to the automobile unloading facilities, located inside switching limits, without penalty.

4. The above is in no way intended to prohibit road crews from picking up and/or setting off on storage tracks at the new automobile unloading facilities, located outside switching limits.

5. For the purpose of computing final terminal delay time, the present yard limit board (R-120 plus 1,135 feet) will be used. All road engineers who are subject to provisions of the Final Terminal Delay Rule will be allowed a minimum of one hour final terminal delay time at the appropriate rate, provided they are not on overtime on arrival at Winston-Salem yard board. To be compensated for two hours final terminal delay time, road engineers must be delayed one hour and fifty minutes after arrival at the yard board.

ARTICLE 12

SWITCHING LIMITS

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

-13-

ARTICLE 11-12

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

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within sixty days following the date of the last conference. The carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman or General Chairmen shall designate the exact questions or conditions such General

Chairman or General Chairmen desire to submit to arbitration. Such questions or conditions shall constitute the questions to be submitted to arbitration. The decision of the Arbitration Board will be made within 30 days after the Board is created, unless the parties agree at anytime upon an extension of this period. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon 7 days notice by the carrier.

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

ARTICLE 13
CHANGE IN RUNS AND DISPLACEMENT RIGHTS

1. When a regular road or yard run does not make the equivalent of twelve days in a pay period (1st to 15th 16th to last day of month), the engineer regularly assigned to such run will be allowed to exercise his seniority as engineer and take any run his seniority as engineer will give him.

When a regularly assigned road or yard engineer gives up a run as provided herein, his request to exercise seniority as engineer must be made within three days and prior to his reporting for duty in the next pay period. (Six and seven day work week.)

2. The prerogative of management to annul or abolish assignments of road or yard engineers at any time is recognized by the Brotherhood of Locomotive Engineers.

3. Engineers who have been off their assignment more than thirty (30) days will have displacement rights under the schedule agreement.

-14-

ARTICLE 12-13

4. If an engineer's run is abolished during a time that he is away from home from any cause, or off on account of sickness or vacation, he will be privileged to exercise his seniority rights, provided he does so within three (3) days after he reports for duty.

5. Engineers who are marked off duty for any reason during the entire life of a bulletin advertising assignments may displace any engineer junior in seniority who has been assigned to such advertised vacancies, provided they do so within three (3) days after returning to work.

6. No engineer will be allowed to displace any engineer if a bulletin has been posted prior to his marking off and/or expires subsequent to his marking up.

7. When a yard run is annulled for three (3) consecutive days, the engineer holding same may exercise his seniority (six and seven day work week).

8. A permanent change of one (1) hour or more in the reporting time of a yard crew will change the identity of the run and give the engineer holding same the right to exercise his seniority.

ARTICLE 14

VACANCIES AND ADVERTISEMENTS

YARD SERVICE

1. When a run becomes vacant from any cause or a new run is put on, it shall be bulletined and remain vacant for a period of five (5) days and the senior engineer making application in writing shall be assigned thereto. All applications for advertised runs must be in the Road Foreman's office at the expiration of the bulletin in accordance with instructions appearing on the bulletin. If there is doubt as to whether an application will reach that office within the required time the application may be telephoned in, but must be promptly confirmed in writing.

Bulletin will show location (home terminal) of assignment.

2. WORK TRAIN VACANCIES - See Yard Article 15.

3. When a run has been vacant from any cause (excluding vacation time) for a period of thirty (30) days, it shall be regarded as permanently vacant and advertised accordingly. The engineer who had been regularly assigned to

such a run may, upon resuming duty, exercise his seniority rights.

-15- ARTICLE 13-14

4.(a) Any engineer desiring to be placed on an extra list will make application in writing to the Road Foreman of Engines.

(b) When the extra list is increased, the senior engineer, with application in the office of the Road Foreman of Engines, will be assigned thereto. In the application of this paragraph (b), an engineer will remain on his assignment until it is readvertised and filled, except when the assignment is at a point where an engineers' extra list is maintained.

(c) Applications will be kept on file until honored or withdrawn, and when vacancies exist, men will be taken off of regular runs and placed on extra lists if request has not been previously withdrawn. Where more than one extra list is desired, they must be listed on application in order of preference. Once an

application is honored, it will be necessary to file another application.

5. An application from an engineer for the run he has just vacated will not be considered unless such engineer has been properly displaced from the run to which he was last assigned.

6. When a man's run is cut off or he has been properly displaced, he must make application in writing within ten (10) days for his preference.

7. An engineer (regular or extra) who holds an assignment at an outlying point where no extra list is maintained and who is marked off duty must mark up for duty during the time the employee filling his place is on duty on such assignment.

8. An employee who has been promoted and qualified as an engineer in road or yard service on the seniority district to which he is assigned will, in accordance with his standing on the Engineers' Seniority Roster, be permitted to bid on any advertised engineer's vacancy and/or make application for any engineers' extra list on his seniority district, subject to paragraphs 9, 10, 11, 12 and 13 below.

REGULAR ASSIGNMENT

9. The senior engineer making proper application for an advertised engineer's vacancy will be assigned thereto if there is no senior engineers) working as a fireman at the

-16-

ARTICLE 14

home terminal of the vacancy under advertisement. In the event there are senior engineers working as firemen at the home terminal of the vacancy under advertisement or in the event no application is received, the following will govern in the order listed:

- (a) The Junior engineer on the engineers' extra list at the point of the vacancy will be force assigned thereto.
- (b) If there is no engineers' extra list at the point of the vacancy, the senior demoted engineers) at the point of the vacancy will be forced assigned thereto.
- (c) If there is no engineers' extra list or no demoted engineers) at the point of the vacancy, the junior engineer on the engineers' extra list nearest the

point of the vacancy will be assigned thereto (Timetable mileage will govern nearest point", N&W original trackage).

NOTE: When the junior engineers) on an extra list is force assigned to an assignments) at another location and the extra list from which he came is subsequently decreased such junior engineers) may exercise his seniority as fireman, it being understood that if the assignment is readvertised he will be required to remain thereon during the period of advertisement.

EXTRA LIST

10. The senior demoted engineers) who has made application in writing for an engineers' extra list prior to such list being increased will be assigned thereto, subject to the following exception:

- (a) If there is a demoted engineers) at the point senior to the engineer making application, such senior demoted engineers) will be force assigned.

NOTE: When more than one extra list is requested, they must be listed in order of preference. An application will be considered valid until the request is withdrawn in writing or has been fulfilled in part or whole.

11. If no applications are received or there is an insufficient number of applications to fill the needs of the service, the senior demoted engineers) from the nearest point(s) will be force assigned to such engineers'

extra list (Timetable mileage will govern "nearest point", N&W original trackage).

FILLING TEMPORARY ENGINEER VACANCIES

12. At a point where the engineers' extra list is exhausted or no engineers' extra list exists, the senior available demoted engineer at such point who has sufficient time to make the day or trip under the provisions of the Hours of Service Law will be used. if there is no demoted engineer available at that point, an extra engineer from the nearest point(s) who has sufficient time to make the day or trip under the provisions of the Hours of Service Law will be used.

DISPLACEMENT RIGHTS

13. A demoted engineer who is force assigned (according to his standing on the engineers' seniority roster) to a regular assignment as engineer or an engineers' extra list will have displacement rights over any junior engineer holding a regular assignment as engineer throughout his seniority district provided he exercises such rights within seventy-two (72) hours of being so notified and providing further that he does not mark up on the assignment he is force assigned to during such seventy-two-hour (72-hour) period.

AUGMENTING EXTRA LIST(S)

14. At points where extra list(s) are established, and it becomes necessary to augment such extra list(s), the engineers) assigned thereto, and the engineers) augmenting such list(s) will be worked first-in first-out.

15. When an extra yard crew has worked five (5) consecutive days and reported within an eight (8) hour period, the run will be advertised for an engineer.

16. When there are no engineers available from the Duke Yard Seniority Roster, engineer vacancies on Duke Yard will be filled from the Roanoke, Norfolk Division, Road Engineers' Extra List in accordance with schedule rules of the current agreement.

Road engineers filling vacancies on Duke Yard assignments will be worked and paid in accordance with schedule rules and agreements covering yard engineers.

17. Engineer vacancies (Norfolk Terminal) will be filled in the following manner:

- (a) By the senior regular assigned fireman reporting within the ninety (90) minute starting time period of the vacancy. Should there be more than one engineer vacancy, the senior available fireman on that shift will have preference of jobs. Roster A (NW) firemen will fill Roster A (NW) assignments, and Roster B (VGN) firemen will fill Roster B (VGN) assignments.

NOTE: Roster B (VGN) firemen will be used to fill Roster A (NW) assignments ahead of all Roster A (NW) firemen junior to R. S. Harvey. Should there be insufficient firemen from one roster to fill vacancies, they will be filled by firemen from the other roster.

APPLICATION: Firemen will be called via telephone and given engineer assignments. If they cannot be reached by telephone, they will be placed on engineer assignments and notified on arrival, if this can be done without delay to crews. Firemen must protect engineer vacancies when needed within the 90 minute starting time period of their (fireman) regular assignment.

- (b) In the event all engineer vacancies cannot be filled as outlined in paragraph (a), they will be filled by engineers from the supplemental extra list. The supplemental extra list will include all enginemen that hold seniority as engineer that have made proper written request to be placed thereon. Engineers will be called from this list in the following order:
 - (1) The first-out engineman who can work the vacancy at straight time rate.
 - (2) When supplemental extra list is exhausted, vacancies will be filled from available regular assigned enginemen.
 - (c) When an engineman has lost time through no fault of his own, he will be allowed, under the conditions of the assignment, to make himself available on his relief days, provided he marks up to work at 12:01 a.m. on his first relief day. Engineers marking up may continue to be available to work at straight time rate until he has made five (5) straight time days in now existing work week but will not be available for call after 16 hours prior to the first day of his new work week.

- (d) On day or days that crews are annulled for one shift, firemen will be handled in accordance with current firemen agreements, with the exception that former Virginian enginemen must protect seniority as engineer should they stand to work as such in proper seniority standing as per paragraph (a) above.
- (e) Engineer bulletined vacancies will be filled in accordance with the Engineers Schedule Agreement.
- (f) When a yard assignment for engineers is advertised and no applications are received, the senior fireman (demoted engineer) from the applicable seniority roster will be force assigned. If there is more than one

(1) fireman (demoted engineer) to be forced on the same bulletin, the senior fireman (demoted engineer) will be given his preference of assignment.

Engineers who are force assigned during their absence may exercise their seniority on return to duty.

- (g) Demoted engineers who have been off thirty days or more, excluding vacation, will not be force assigned to a vacancy. However, upon their return to duty will be required to take any assignment which was forced upon a junior engineer during their absence.
- (h) This agreement is not intended to diminish the rights of engineers under the Five Day Work Week Agreement in recovery of work due to annulment of assignments.

ARTICLE 15

YARD WORK TRAINS

1. Work trains will be manned by road engineers when operated in and out of switching limits and on line of road. Work trains operated exclusively within switching limits will be manned by yard engineers.

2. When a work train is placed in service and it is known that it will be on five (5) days or more it will be advertised at once. When a work train is placed in service and it is not known that it will be on five (5) days, at the expiration of five (5) days it will be advertised.

ARTICLE 16

FIVE DAY WORK WEEK

Section 1

The Carrier will upon sixty (60) days written notice place in effect on a yard seniority district basis a work week of five (5) basic days for yard engineers represented by the Brotherhood of Locomotive Engineers on the Eastern Region except the Sandusky District of Scioto Division. At all points, where notice is given, all yard engineers represented by the Brotherhood of Locomotive Engineers will be a party to this Agreement and will be governed by the applicable

provisions of the current schedule agreement for engineers.

Section 2

The term "work week" for regularly assigned engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

Section 3

(a) When service is required by the Carrier on the designated off days of a regular assignment, it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra engineers when not protected in the foregoing manner.

Where regular relief assignments are established, they shall, except as otherwise provided in this Agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times on different shifts within the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the engineers they are relieving.

Section 4

(a) Accumulation: Agreements may be made to provide for the accumulation of off days over a period not to exceed five consecutive weeks.

(b) Days off: In cases where off day (or days) is to be filled which cannot be made a part of a regular assignment at an outlying or small yard and there are no extra men at the point, such day or days may be filled by using the regular men and be paid for at straight time rate.

(c) Non-consecutive days: Subject to Sections 1 and 3 of this Agreement, if the representatives of the parties fail to agree upon the establishment of non-consecutive off days at any point, the carrier may nevertheless establish non-consecutive off days subject to the right of the engineers to process the

dispute as a grievance or claim under the rules agreement.

Section 5

(a) Existing rules which relate to the payment of daily overtime for regular assigned engineers and practices there under are not changed hereby and shall be understood to apply to regular assigned relief men, except that work performed by regular assigned relief men on their regular relief assignments shall be paid for at the straight time rate.

(b) Regular assigned yard engineers worked as such more than five straight time eight-hour shifts in a work week shall be paid one and one-half times the basic straight time rate for such excess work except:

- (1) As provided in Section 4(a) and (b);
- (2) When changing off where it is the practice to work alternately days and nights for certain periods;
- (3) When working through two shifts to change off;
- (4) Where exercising seniority rights from one assignment to another;
- (5) Where paid straight time rates under existing rules or practice for a second tour of duty in another grade or class of service;

In the event an additional day's pay is paid to an employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight time eight-hour shifts referred to in this paragraph (b).

(c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for work referred to in paragraph (b) of this Section 5, be utilized in computing the five straight time eight-hour shifts referred to in such paragraph (b) of this Section 5 nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours. Existing rules or practices regarding the basis of payment of

arbitrariness or special allowances and similar rules are not affected by this Agreement.

Paid vacation days and time paid for deadheading will not be utilized in computations leading to overtime or in determining the number of work days, under this Agreement.

(d) No tour of duty in road service, or service under two agreements, shall be utilized in computations leading to overtime, or in determining the number of work days, under this Agreement.

Section 6 - Extra Engineers

- (a) Existing rules which relate to the payment of daily overtime for extra engineers and practices there under are not changed hereby. Any shift in excess of eleven straight time shifts in yard service in a semimonthly period will be paid for at time and one-half rate, except as provided for in Section 9(c).

NOTE: It is recognized that the carrier is entitled to have an engineer work eleven straight time shifts in yard service in a semi-monthly period without regard to overtime shifts which may be worked. Extra men who have worked eleven straight time shifts in yard service in a semimonthly period will unless otherwise agreed to, remain on the extra list, but will not be used in yard service during the remainder of that period if other extra men are available who can work in such service at the straight time rate.

INTERPRETATION: "Semi-monthly Period" as used in above paragraph (a) and NOTE means the first period of a month from 12:01 a.m., 1st, to 12:01 a.m., 16th and the second period of a month from 12:01 a.m., 16th to 12:01 a.m., 1st, of the following month.

(b) In the event an additional day's pay is paid to an extra engineer for other service performed or started during the course of his tour of duty in yard service, such additional day will not be utilized in computing the eleven straight time shifts referred to in paragraph (a) of this section.

(c) The principles outlined in Section 5(c) and (d) shall be applicable to extra engineers in the application of this Section 6.

Section 7 - Extra List

(a) Where there is an established extra engineers' list, such list will be augmented by a supplemental list consisting of regular assigned engineers who desire to place themselves on the supplemental extra list on their days off. Engineers on such list will be used on a first in, first out basis; except, engineers who have not made five straight time days will be used in preference to those having made five straight time days and will be paid at the straight time rate for their basic day.

NOTE: "first-in, first-out basis" is defined to mean that engineers on the supplemental list will be used on a continuing cycle basis as long as they remain on the supplemental list.

(b) Regular assigned engineers desiring to be placed on the supplemental extra list will make application for same in writing and in the event more than one engineer is to be marked up on this list at the same time they will be marked up in seniority order. However, such engineer marking up on this list will not, except in emergency, become available for service until eight hours after the completion of his fifth work day of his work week and will not, on the seventh day of his work week, be called for service as engineer at or after the beginning of the ninety (90) minute starting time period of the shift preceding the starting time of his regular assignment.

Section 8

- (a) An engineer on a regular relief assignment who takes another regular or regular relief assignment, will take the conditions of that assignment, but if this results in the engineer working more than five days in the period starting with the first day of his old work week and ending with the last day of his new work week, such day or days will be paid at straight time rate.

-24-

ARTICLE 16

(b) A regular assigned engineer in yard service, who under schedule rules goes on assigned extra list, may work on such list for the remainder of the semi-monthly period, provided the combined days worked in yard service on the regular assignment and the extra list do not exceed eleven straight time days. He will then be subject to the "Note" under Section 6(a) of this Agreement.

(c) An engineer who leaves the extra list for a regular or regular relief assignment will take the conditions of his new assignment at straight time

rate, without regard to the number of days he may have worked on an extra list.

Section 9

(a) When engineers' assignments are annulled, they will be given three hours notice prior to such annulment and the engineer to be annulled may elect at the time he is notified to:

- (1) Work any vacancy reporting within ninety minutes of his regular reporting time, or
- (2) Exercise his seniority onto any assignment his seniority entitles him to, or
- (3) May at the end of his work week place himself on the extra engineers' list and will be first out eight hours after completion of his assigned work week.

NOTE 1: "end of his work week" is defined to mean relief time of the fifth (5th) day of his assignment.

NOTE 2: "After completion of his assigned work week" is defined to mean that an engineer must notify the chief caller (crew clerk) of his desire to be placed on the extra list no later than one (1) hour after relief time of his assignment. Failing to do so or registering rest (ten (10) hours), he forfeits his rights under this rule.

However, such engineer marking up on the extra list will not, except in emergency, be considered available for service on the seventh day of his work week at or after the beginning of the ninety (90) minute starting time period of the shift preceding the starting time of his regular assignment.

(b) When an engineer exercises his seniority under Section (a) (2) above, the assignment so vacated may be rebulletined.

(c) When extra engineers relieve regular assigned engineers at outlying points where no extra engineers list is maintained they will accept the status of such engineers for pay purposes.

Section 10

Engineers working under this five day week agreement will be granted vacations in accordance with the appropriate provisions of the National Vacation Agreement as amended.

Section 11

(a) The following is applicable with respect to adjusting protective allowances for engineers covered by the protective provisions of Merger Protection Agreements of June 18, 1959 and January 10, 1962, on the Eastern Region, as the result of the effect of the adoption by such engineers of the Five-Day Work-Week in yard service as provided for in Article 3 of Agreement "A" of the National Agreement of May 23, 1952.

The Carrier may, in addition to making other deductions apply a work week transition factor to the actual earnings of an employee working a tour of duty in five-day yard service during the claim month consisting of an amount equal to the difference between the current engineer's seven-day yard rate and such rate multiplied by 1.15 for each tour of duty performed by the engineer in yard service during the claim month; EXCEPT, that this transition factor will not be applied in the following circumstances:

1. When 50% or more of the tours of duty used in determining the locomotive engineer's "average monthly compensation" were in five-day per week yard service established by National Rule, schedule rule or practice on the property on which employed, or
2. When the locomotive engineer is assigned to an engineer's extra list and 50% or more of the assignments protected by him in the calendar month of claim are compensated at the road rate of pay, or
3. When 50% or more of the tours of duty used in determining the locomotive engineer's "average monthly compensation" were paid at a road rate of pay and in the application of the Merger Protective Agreement such engineer is unable to obtain a position other than a five-day per week yard engineer's assignment, or

-26-

ARTICLE 16

4. When 50% or more of the tours of duty used in determining the employee's "average monthly compensation" was earned in service subject to the scope of a schedule agreement under which the Five-Day Work-Week was effective.
5. When in a current work week the engineer is scheduled or required to work 6 or 7 days in yard service under applicable rule or agreement.

QUESTIONS AND ANSWERS

Question: Engineer "A" completes the five days of his work week and in addition works an additional tour of duty during such work week, either on one of the work days or one of the days off. To what extent is the transition factor applied in these circumstances?

Answer: There is no transition factor applied during any of the days of that particular work week.

Question: Engineer "B" completes the five days of his work week and in addition is called for an additional tour of duty on one of his work days or days off under the applicable rules of the agreement. He does not respond to the call, however, and does not perform the additional service. To what extent is the transition factor applied in these circumstances and what, if any, amount is charged against him for unavailability?

Answer: He is charged for the earnings lost by him account his unavailability for the 6th tour of duty, however, the transition factor is not applied to any of the days in that particular work week.

Question: Engineer "C" who worked a seven-day assignment in yard service as engineer during his "test period" and is presently working on a five-day position as an engineer in yard service, under the provisions of Article 3 of Agreement "A" of the National Agreement of May 23, 1952, as amended. Engineer "C" has an "average monthly compensation" of \$1,000.00; the five-day yard rate applicable to his assignment is \$33.77, and the comparable seven-day yard rate is \$30.45. He worked 22 straight time yard days during the calendar month in which he made claim for guarantee and did not lose any days from his assignment because of voluntary absences, nor are there any other circumstances present which would affect the application of the work week transition factor:

-27-

ARTICLE 16

Answer: \$30-45 (Applicable 7-day Yard Rate)
X 1.15 (Transition Factor)
\$35.02 (Transition Rate-Per Day)

\$35.02 (Transition Rate-Per Day)
30.45 (Applicable 7-day Yard Rate)
\$ 4.57 (Daily Transition Factor - Money Amount)

\$100.54 (Monthly Transition Factor-Money Amount-\$4.57
x
22, DAYS)

+742.94 (Actual Monthly Earnings - \$33.77 Per Day x 22 Days)
\$843.48 (Total Compensation to be Applied Against Average Monthly Compensation)
\$1,000.00 (Average Monthly Compensation)
843.48 (Total Compensation to be Applied Against Monthly Guarantee)
\$ 156,51 (Payment Due)

ARTICLE 17

DETOURING TRAINS

Article 8 - Road Rule, applies.

ARTICLE-18

DEADHEADING

Article 9 - Road Rule, applies.

ARTICLE 19 ENGINES

Article 12 - Road Rule, applies.

ARTICLE 20

REST AND HOURS OF SERVICE LAW

Article 14 - Road Rule, applies.

ARTICLE 21 CALLING CREWS

Article 15 - Road Rule, applies.

-28-

ARTICLE 16-21

ARTICLE 22 LEAVE OF ABSENCE

Article 24 - Road Rule, applies.

ARTICLE 23

INVESTIGATION AND DISCIPLINE

Article 29 - Road Rule, applies.

ARTICLE 24

TIME LIMIT ON CLAIMS

Article 30 - Road Rule, applies.

ARTICLE 25

SWITCHING SERVICE FOR NEW
AND OTHER INDUSTRIES

Article 34 - Road Rule, applies.

ARTICLE 26

INTERCHANGE SERVICE
YARD, BELT LINE AND TRANSFER CREWS

Article 36 - Road Rule, applies.

ARTICLE 27

ROAD AND YARD MOVEMENT

Article 37 - Road Rule, applies.

ARTICLE 28

USE OF--RADIOS/TELEPHONE ON LOCOMOTIVES

Article 38 - Road Rule, applies.

ARTICLE 29

DUES DEDUCTION

Article 39 - Road Rule, applies.

-29-

ARTICLE 22-29

ARTICLE 30

VACATION AGREEMENT

Article 40 Road Rule, applies.

ARTICLE 31 PAID HOLIDAYS

Article 41 Road Rule, applies.

ARTICLE 32

PAY PERIOD AND ITEMIZED PRINTOUT

Article 42 - Road Rule, applies.

ARTICLE 33

SELF-PROPELLED MACHINES

Article 44 - Road Rule, applies.

ARTICLE 34

COMBINATION ROAD AND YARD

Article 45 - Road Rule, applies.

ARTICLE 35

HEALTH & WELFARE AND PAYMENTS

TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

Article 46 - Road Rule, applies

ARTICLE 36

MERGER AND/OR COORDINATION AGREEMENTS

AS IMPLEMENTED AND AMENDED

Article 47 - Road Rule, applies.

ARTICLE 37

APPRENTICE ENGINEER AGREEMENT

Article 48 - Road Rule, applies.

-30-

ARTICLE 30-47

ARTICLE 38

PAY CHECKS - HOME DELIVERY

Article 49 - Road Rule, applies.

ARTICLE 39

INTENT OF THIS AGREEMENT

Article 50 - Road Rule, applies.

TERMS OF AGREEMENT

This Agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT ROANOKE, VA, THIS 23rd DAY OF OCTOBER, 1980.

FOR NORFOLK AND WESTERN
RAILWAY COMPANY:

J. R. Neikirk
Vice President of Administration

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

S. I. Smith
General Chairman

APPROVED:

R. B. Curtis
Vice President

TABLE SHOWING TIME AFTER WHICH
OVERTIME ACCRUES ON RUNS 100 MILES
TO 200 MILES IN LENGTH, ON SPEED
BASIS OF 12 1\2 MILES PER HOUR

Distance			Overtime Accrues After			Distance			Overtime Accrues After		
Miles	Hrs.	Min.	Miles	Hrs.	Min.	Miles	Hrs.	Min.	Miles	Hrs.	Min.
100	8	00	151	12	05	151	12	05	151	12	05
101	8	05	152	12	10	152	12	10	152	12	10
102	8	10	153	12	14	153	12	14	153	12	14
103	8	14	154	12	19	154	12	19	154	12	19
104	8	19	155	12	24	155	12	24	155	12	24
105	8	24	156	12	29	156	12	29	156	12	29
106	8	29	157	12	34	157	12	34	157	12	34
107	8	34	158	12	38	158	12	38	158	12	38
108	8	38	159	12	43	159	12	43	159	12	43
109	8	43	160	12	48	160	12	48	160	12	48
110	8	48	161	12	53	161	12	53	161	12	53
111	8	53	162	12	58	162	12	58	162	12	58
112	8	58	163	13	02	163	13	02	163	13	02
113	9	02	164	13	07	164	13	07	164	13	07
114	9	07	165	13	12	165	13	12	165	13	12
115	9	12	166	13	17	166	13	17	166	13	17
116	9	17	167	13	22	167	13	22	167	13	22
117	9	22	168	13	26	168	13	26	168	13	26
118	9	26	169	13	31	169	13	31	169	13	31
119	9	31	170	13	36	170	13	36	170	13	36
120	9	36	171	13	41	171	13	41	171	13	41
121	9	41	172	13	46	172	13	46	172	13	46
122	9	46	173	13	50	173	13	50	173	13	50
123	9	50	174	13	55	174	13	55	174	13	55
124	9	55	175	14	00	175	14	00	175	14	00
125	10	00	176	14	05	176	14	05	176	14	05
126	10	05	177	14	10	177	14	10	177	14	10
127	10	10	178	14	14	178	14	14	178	14	14
128	10	14	179	14	19	179	14	19	179	14	19
129	10	19	180	14	24	180	14	24	180	14	24
130	10	24	181	14	29	181	14	29	181	14	29
131	10	29	182	14	34	182	14	34	182	14	34
132	10	34	183	14	38	183	14	38	183	14	38
133	10	38	184	14	43	184	14	43	184	14	43
134	10	43	185	14	48	185	14	48	185	14	48
135	10	48	186	14	53	186	14	53	186	14	53
136	10	53	187	14	58	187	14	58	187	14	58
137	10	58	188	15	02	188	15	02	188	15	02
138	11	02	189	15	07	189	15	07	189	15	07
139	11	07	190	15	12	190	15	12	190	15	12
140	11	12	191	15	17	191	15	17	191	15	17
141	11	17	192	15	22	192	15	22	192	15	22
142	11	22	193	15	26	193	15	26	193	15	26
143	11	26	194	15	31	194	15	31	194	15	31
144	11	31	195	15	36	195	15	36	195	15	36
145	11	36	196	15	41	196	15	41	196	15	41
146	11	41	197	15	46	197	15	46	197	15	46
147	11	46	198	15	50	198	15	50	198	15	50
148	11	50	199	15	55	199	15	55	199	15	55
149	11	55	200	16	00	200	16	00	200	16	00
150	12	00									

NUMBERS AND WEIGHTS OF NORFOLK AND WESTERN
RAILWAY DIESEL LOCOMOTI

NUMBER	WEIGHT	NUMBER	WEIGHT
10 - 49	239,950	2484 - 2485	237,500
115 - 116	260,000	2486 - 2509	245,400
200 - 214	260,000	2510 - 2529	245,800
215 - 239	266,000	2530 - 2534	246,400
250 - 258	370,160	2565 - 2572	244,800
340 - 407	247,000	2700 - 2709	244,400
- 418	272,000	2800 - 2814	247,000
500 - 501	250,520	2861 - 2863	245,200
- 502	256,720	2868 - 2872	245,860
503 - 507	250,520	2900 - 2909	247,200
- 508	256,720	- 2910	258,000
- 510	250,520	2911 - 2918	258,400
- 511	256,720	3120 - 3132	232,100
- 513	250,520	3350 - 3352	247,000
- 514	256,720	3355 - 3362	247,540
515 - 519	250,520	3363 - 3374	247,860
520 - 521	256,720	3375 - 3379	247,350
522 - 565	260,000	3456 - 3458	238,550
620 - 962	247,000	3459 - 3462	237,660
- 1013	272,800	3465 - 3473	237,600
1130 - 1139	408,000	3477 - 3478	238,450
1300 - 1301	260,000	- 3481	239,100
1302 - 1308	257,000	3485 - 3489	242,250
1309 - 1328	273,000	3490 - 3491	251,150
1329 - 1388	277,500	- 3492	248,080
1500 - 1579	393,000	- 3493	255,930
1580 - 1609	392,000	3494 - 3495	240,450
1610 - 1624	396,000	4100 - 4159	273,000
1625 - 1652	390,000	5000 - 5003	247,000
1700 - 1764	410,000	6073 - 8082	390,000
1765 - 1814	420,000	8473 - 8476	280,000
2011 - 2014	247,640	9700 - 9702	270,000
- 2016	250,400	9900 - 9917	396,000
2018 - 2021	247,640	9920 - 9921	410,000
2105 - 2106	197,000		
2107 - 2114	230,500		
2230 - 2244	246,800		
2341 - 2359	368,000		
2401 - 2418	236,400		
- 2420	242,400		
2421 - 2438	236,400		
2439	242,400		
2440 2441	236,400		
2442 2445	242,400		
2447	236,400		
2448 2476	244,800		
2477 2479	236,900		
2480 2482	237,500		
2483	246,000		

TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES ON RUNS 100 MILES TO 200 MILES IN LENGTH, ON SPEED BASIS OF 25 MILES PER HOUR

Distance			Overtime Accrues After			Distance			Overtime Accrues After		
Miles	Hrs,	Min,	Miles	Hr-s.	m@	Miles	Hr-s.	m@	Miles	Hr-s.	m@
100	4	00	151	6	02						
101	4	02	152	6	05						
102	4	05	153	6	07						
103	4	07	154	6	10						
104	4	10	155	6	12						
105	4	12	156	6	14						
106	4	14	157	6	17						
107	4	17	158	6	19						
108	4	19	159	6	22						
109	4	22	160	6	24						
110	4	24	161	6	26						
111	4	26	162	6	29						
112	4	29	163	6	31						
113	4	31	164	6	34						
114	4	34	165	6	36						
115	4	36	166	6	38						
116	4	38	167	6	41						
117	4	41	168	6	43						
118	4	43	169	6	46						
119	4	46	170	6	48						
120	4	48	171	6	50						
121	4	50	172	6	53						
122	4	53	173	6	55						
123	4	55	174	6	58						
124	4	58	175	7	00						
125	5	00	176	7	02						
126	5	02	177	7	05						
127	5	05	178	7	07						
128	5	07	179	7	10						
129	5	10	180	7	12						
130	5	12	181	7	14						
131	5	14	182	7	17						
132	5	17	183	7	19						
133	5	19	184	7	22						
134	5	22	185	7	24						
135	5	24	186	7	26						
136	5	26	187	7	29						
137	5	29	188	7	31						
138	5	31	189	7	34						
139	5	34	190	7	36						
140	5	36	191	7	38						
141	5	38	192	7	41						
142	5	41	193	7	43						
143	5	43	194	7	46						
144	5	46	195	7	48						
145	5	48	196	7	50						
146	5	50	197	7	53						
147	5	53	198	7	55						
148	5	55	199	7	58						
149	5	58	200	8	00						
150	6	00									