AGREEMENT
ENTERED INTO BY AND BETWEEN
CONSOLIDATED RAIL CORPORATION
and
TRANSPORT WORKERS UNION OF AMERICA
and
BROTHERHOOD RAILWAY CARMEN OF UNITED STATES AND CANADA
REPRESENTING
CARMEN (INCLUDING COACH CLEANERS)
THEIR HELPERS AND APPRENTICES
EMPLOYEES OF
CONSOLIDATED RAIL CORPORATION
IN THE
MAINTENANCE OF EQUIPMENT DEPARTMENT

Regulations Effective - September 1, 1977
(Except as otherwise specified)

Rates of Pay Effective - January 1, 1980
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SCOPE

The provisions hereinafter set forth (including this "Scope") shall constitute an agreement between the Consolidated Rail Corporation and employees of said Company represented by the Transport Workers Union and the Brotherhood Railway Carmen of United States and Canada and shall govern the hours of service, rates of pay and working conditions of such employees.

It is the general intent of the Company and the unions that subject to the Exceptions herein, any and all work set forth in the Work Classification Rule herein which can reasonably and practicably be performed by the employees covered by this Agreement shall be assigned to such employees rather than to any contractor or sub-contractor.

I. It is understood that this Agreement shall apply to those who perform the work specified in this Agreement on Consolidated Rail Corporation except where such work, as of the effective date of this Agreement, is covered by existing agreements with other Organizations.

II. Article V of this Scope Rule is the Work Classification Rule of the Carmen Craft. Qualified employees of the craft shall be used to perform the work specified except as otherwise provided in this Agreement. Where reference is made in such paragraphs to work of a particular craft or work generally recognized as work of a particular craft, such work is work generally recognized on the former component railroads as work of that craft.

It is agreed that, subject to the exception in Article I above except where otherwise specifically provided for in Article III(a) and subject to the exceptions with regard to work performed by outside concerns contained in Article III hereof, work specified in the Work Classification Rule (Article V) will not be contracted to outside concerns without the consent of the unions' designated representative.

III. Exceptions:

Without limiting the general exception stated in Article I, above, the following exceptions shall apply:

(a) The limitations contained in the general exception stated in Article I shall not be applicable to this paragraph. Work by Engine and Train Service employees namely, for road employees, (1) at initial and final terminals in the yards and on the tricks where Carmen did not
perform such duties on the effective date of this agreement and at intermediate points, chaining and unchaining cars, coupling or uncoupling air, signal or steam hose, and electric jumpers, lifting drop-type drawbars, and testing air brakes, when such work is done in connection with their own trains and (2) at initial and final terminals in the yards and on the tricks where Carmen performed such duties on the effective date of this agreement, chaining and unchaining cars, coupling and uncoupling electric jumpers, coupling and uncoupling air, signal and steam hose between the locomotive and the first car and between drafts of cars, when such work is performed in picking up or setting off cars, and for yard employees, (a) chaining or unchaining cars, (b) coupling or uncoupling air, signal or steam hose, and electric jumpers, (c) lifting drop-type drawbars, or (d) testing air brakes, when such work is performed, incidental to the movement and/or switching of locomotives cars, or cabin cars handled or to be handled by the crew. In any event, however, in yards and on the tricks where work of the Carman Craft covered by this Agreement, including work of the nature described in this paragraph (unchaining cars, coupling or uncoupling air, signal, or steam hose, lifting drop-type drawbars, testing air brakes) declines to such an extent (less than four (4) hours' work remaining) that the services of no such employee of that craft are needed, the Company may assign work of the nature described in this paragraph in such yards and on such tricks to Engine and Train Service employees, provided, however, that the Company will not transfer work of the nature described in this paragraph to Engine and Train Service employees where such transfer would reduce work of the Carman Craft, including work of the nature described in this paragraph, below four (4) hours on a trick at any initial or final terminal or any intermediate point. If such work is reassigned subject to the foregoing limitations on the Company's right to do so, and work of the Carman Craft, including work of the nature described in this paragraph, subsequently increases to such an extent (to four (4) hours or more) that the services of an employee of the Carman Craft is needed, the work which was reassigned shall be restored. In connection with the interpretation of this paragraph, whenever it is necessary to determine whether Carmen did or did not perform the duties referred to on the effective date of this agreement, the burden of proof shall rest upon the Company. In the event of modification of any current agreement of the Company with any other Labor Organization which changes the meaning or definition of "initial and final terminal" as used herein, this provision may be reopened and negotiated in accordance with the terms of the Railway Labor Act.
For the territory of the former P.R.R. the term "on the effective date of this agreement" shall mean August 1, 1942, in the application of this paragraph and for all other former railroads it shall be March 1, 1977.

(b) Cleaning freight cars; provided, however, that at points where such work was, on the effective date of this Agreement, being performed exclusively by employees covered by this Agreement it shall continue to be performed only by such employees.

(c) Emergency repairs to equipment by engine and train service employees to the extent necessary to permit continued movement of such equipment.

(d) The use of other than Company-owned wreck trains to supplement and work in conjunction with Company-owned wreck trains, or the use of other than Company-owned wreck trains or equipment when they can reach the scene of the accident within reasonably faster elapsed time than Company equipment could reach the scene of the accident; provided, however, that no foreign wreck train shall be used independently beyond eight hours.

(e) Work performed by other railroads or terminal companies in the normal course of operations.

(f) Building, rebuilding, or upgrading locomotives (or parts thereof) by outside concerns; however, except during warranty periods, the Company will not send locomotive units, components or parts to a manufacturer for rebuilding or upgrading unless (1) the necessary skills, facilities and equipment to perform the projected work (including any proposed betterments) on such units, components or parts, are not available in its shops at the point where such work of rebuilding or upgrading locomotives is ordinarily performed or at other reasonably accessible active existing points where such work of rebuilding or upgrading locomotives is ordinarily performed, or (2) such work of rebuilding or upgrading of locomotives cannot be performed in such shops within a reasonable required time, or (3) such work of rebuilding or upgrading locomotives cannot be performed in such shops except at a greater cost, but in no event shall the Company send locomotive units, components or parts to a manufacturer that does not employ bona fide union labor; it is agreed, however, that the Company is not restricted hereby from sending a reasonable number of units, components or parts to manufacturers for rebuilding or upgrading in connection with study by such manufacturers of the product for the purpose of improving such product.
(g) Building cars by outside concerns, however, before the Company contracts with outside concerns to build or purchase cars it will take into consideration, among other factors, (1) the availability in its shops where such work is ordinarily performed of the necessary skills, facilities and equipment, (2) whether the work can be performed in its shops within a reasonable required time, (3) whether the outside concern employs bona fide union labor, and (4) whether the work can be performed in its shops only at greater cost.

(h) Rebuilding or upgrading cars (not including class 1, 2, 3 or 4 repairs) by outside concerns in circumstances when there are not a sufficient number of qualified available furloughed employees of the craft or crafts involved at the active existing rebuilding point where the work of rebuilding or upgrading cars would ordinarily be performed, or at other reasonably accessible active existing rebuilding points where such work of rebuilding or upgrading is ordinarily performed, or when such work of rebuilding or upgrading cannot be performed at such points within a reasonable required time, or in circumstances where the financing of the project requires that such rebuilding or upgrading be performed by such outside concerns. In any event the Company will not contract out the work of rebuilding or upgrading cars to a manufacturer which does not employ bona fide union labor.

(i) Procurement from manufacturers or suppliers of utilities, supplies, components or parts of equipment either assembled or unassembled; provided, however, that the Company will not procure rebuilt or reconditioned components or parts or assemblies thereof from outside concerns which do not employ bona fide union labor or unless such components or parts or assemblies thereof can only be produced in its own shops at greater cost; provided further that the Company will not purchase major assemblies for the purpose of reducing the amount of work which would otherwise be available to employees covered by this Agreement.

(j) Repair work by outside concerns in major emergencies involving a substantial volume of repairs if such repairs cannot be made by employees covered by this Agreement within a reasonable time in the light of the emergency.

(k) Dismantling of equipment in connection with rebuilding or upgrading by outside concerns or when sold to outside concerns; provided, however, that dismantling of equipment in connection with rebuilding or upgrading by outside concerns or when sold for any purpose other than
scraping will not be performed on Company property or Company dismantling equipment shall not be used; provided further that dismantling of equipment when sold to outside concerns to be scrapped will not be performed on Company property in shop areas, or shop yard areas or within sight thereof, and the Company dismantling equipment shall not be used.

(1) Work in connection with facilities or equipment not owned by the Company (1) where leased or otherwise acquired from other railroads or private car companies and subject to the Interchange Rules of the Association of American Railroads, provided that repairs will be performed by the Company in accordance with the provisions of this Agreement except as otherwise directed by the other railroad or private car company; and where permitted by other provisions of this Agreement; (2) of a specialized or unusual nature where the contract or other arrangements under which the Company uses such facilities or equipment provides that the manufacturer or supplier will perform the work; (3) work, other than running repairs, to locomotives leased or otherwise acquired from other railroads.

(m) Maintenance and repair of Maintenance of Way machinery; provided, however, that there will be no change in the practice in existence on the effective date of this Agreement whereby the employees covered by this Agreement perform certain work in the maintenance and repair of various types of such machinery.

NOTE:

In the application of the foregoing exceptions it is understood that:

(1) Before the Company contracts with outside concerns to perform any of the work permitted by the exceptions in Article III hereof with respect to cleaning of freight cars, rebuilding or upgrading locomotives, building, rebuilding or upgrading cars, procurement of major assemblies or rebuilt or reconditioned supplies, components or parts, dismantling of equipment; or work in connection with facilities or equipment not owned by the Company, it will notify the designated representative of the unions of the proposed action and the reasons therefore. The Company will also promptly furnish to such representative all information and data relating to the proposed action and any modification thereof including satisfactory evidence that the outside concern employs bona fide union labor where this is a relevant factor under the provisions of Article III. When the proposed action is based on a
claim that the work cannot be performed by employees covered by this Agreement except at greater cost, the Company will furnish such representative with the bid by an outside concern which the Company intends to accept and bids by units within the Company, together with information in connection with such bids. The designated representative of the unions will promptly notify the Company within five (5) days of any desire to discuss the proposed action with the Company and will be given a reasonable opportunity for such discussion of the proposed action; this is not to be construed, however, as requiring the consent of the unions to such contracts. This paragraph shall not apply however, to proposed contracts involving minor transactions.

(2) The sale or lease by the Company to an outside concern, or Company-owned or controlled, or affiliated concern, of any facility or equipment and the acquisition from said concern or any affiliate thereof within a reasonable time thereafter by purchase, lease or otherwise of said facility or equipment, in a rebuilt, upgraded or repaired condition or of another rebuilt, upgraded or repaired facility or unit of equipment of the same or similar kind shall be considered as a contracting out of said work of rebuilding, upgrading, or repairing and can be done only to the extent that other provisions of this Article III permit the contracting of such work.

(3) The Company will not sell or lease facilities or equipment owned by it for the performance of work covered by this Agreement for the purpose of evading the restrictions on contracting out of work contained in this Agreement, provided, however, that this paragraph will not apply to any transaction subject to approval by the Interstate Commerce Commission, or any coordination of facilities with another railroad as defined by the Agreement of May 1936, Washington, D.C.

(4) The term "at greater cost" as used in paragraph (f) and (i) of this Article III shall be constructed to mean:

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<th>Amount of Contract</th>
<th>Difference in Cost</th>
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<td>0 to $ 25,000</td>
<td>Greater Cost</td>
</tr>
<tr>
<td>$25,000 to $125,000</td>
<td>Greater than Sub-Contract plus 10%</td>
</tr>
<tr>
<td>$125,000 to $250,000</td>
<td>Greater than Sub-Contract plus $12,500 plus 5% over $125,000</td>
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$250,000 to $1,250,000  
Greater than Sub-Contract plus $18,750 plus 3% over $250,000  

$1,250,000 up  
Greater than Sub-Contract plus $48,750 plus 2% over $1,250,000  

IV. DEFINITIONS

A. The term "mechanic" as used in this Agreement refers to the Carmen Class.

B. Each numbered group constitutes a class of the Carmen Craft as that term is used in this Agreement:

1) Carmen  
2) Carman Helpers  
3) Carman Apprentices  
4) Coach Cleaners  

C. The term "the designated representative of the unions" as used in this Agreement refers to the individual jointly designated by the Transport Workers Union of America and Brotherhood Railway Carmen of United States & Canada.

D. The term "union representative" refers to an individual certified by either the Transport Workers Union of America or Brotherhood Railway Carmen of United States & Canada.

E. The term "protected employee" means an employee covered by the protective provisions of Title V of the Regional Rail Reorganization Act of 1973, as amended.

V. CARMEN'S CLASSIFICATION OF WORK

Work of the Carman Craft shall consist of the following; the rates of pay for such work are set forth in the Rate Schedule.

It is understood and agreed that in the application of this Carmen's Classification of Work the provisions of the 2nd through the 5th paragraphs of Article V as contained in the Agreement of October 15, 1960, as quoted below will remain in effect on the territory of the former P.R.R.

"It is understood and agreed that in the application of the Carmen's Classification of Work, as same ap-
plies between the Carmen's and Machinists' crafts, the following will apply:

Machinists will perform work recognized as Machinists' work in connection with mechanical refrigerating units on refrigerator cars. Machinists' work on generating units on passenger cars and cabin cars, the drilling and tapping in connection with the application of gear driven generator drives attached to journal or axle, Machinists' work on self-propelled units, and Machinists' work in connection with air conditioning units on passenger cars.

It is understood and agreed that in the application of the Carmen's Classification of Work, as same applies between the Carmen's and Sheet Metal Workers' Crafts the building, maintaining and repairing of cars is Carmen's work regardless of the material used.

It is further understood that Sheet Metal Workers will perform work generally recognized as Sheet Metal Workers' work on caboose, camp, service, work equipment, mechanical refrigerator, and all passenger equipped cars.

In consideration of the equities accruing to employees of the Carmen's craft who, on the effective date of this Agreement, were engaged in the performance of such items of work as are included in the Sheet Metal Workers' classification of work, the allocation of such work to the Sheet Metal Workers' craft is without prejudice to the right of employees in the Carmen's craft, whose assignment on that date included these items of work, to continue to perform such work until they voluntarily vacate their positions, however, as vacancies occur on such assignments or new positions are created covering these items of work, they will be filled from the roster of the Sheet Metal Workers' craft to perform such sheet metal workers' work as is now being performed by the Carmen to the extent that there is
sufficient sheet metal workers' work for continuous full time positions of that craft. It is understood and agreed that positions of Carmen referred to herein, vacated due to force reduction, job abolishment and/or rearrangements of forces will not be subject to being filled from the Sheet Metal Workers' roster. The same principle and procedure shall apply to employees of the Carmen's craft and the Sheet Metal craft where employees of the Sheet Metal craft are now performing work of the Carmen's craft."

Except as otherwise determined by a joint jurisdiction committee, it is further understood and agreed in the application of this Carmen's Classification of Work that any work specified herein which is being performed on the property of any former component railroad by employees other than Carmen may continue to be performed by such other employees at the locations at which such work was performed by past practice or agreement on the effective date of this agreement; and it is also understood that work not included within this Carmen's Classification of Work which is being performed on the property of any former component railroad by Carmen will not be removed from such Carmen at the locations at which such work was performed by past practice or agreement on the effective date of this agreement.

It is further understood that Sheet Metal Workers will perform work generally recognized as Sheet Metal Workers' work on caboose, camp, service, work equipment, mechanical refrigerator, and all passenger equipped cars.

A. Mechanics

Carmen's work shall consist of building, maintaining, repairing, dismantling, assembling, upholstering (except padding, packing, and sewing) all passenger and freight cars, including cabin cars, and multi level cars, and car parts (when in connection with carmen's work), made of wood, metal or other materials. All inspection of passenger and freight cars and equipment for defects and repairs, maintenance of safety appliances, and compliance with rules governing the interchange of cars. Inspecting and measuring cars for clearance. Inspecting for commodity loading. (Present practice to be retained.) Inspecting passenger and freight trains. The term freight cars includes TTX and Flexi-Van cars.
Planing mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work of the Carman Craft in Maintenance of Equipment Department Shops and repair yards. Carmen's work in repairing track motor car bodies, lever cars, hand cars, platform mail and baggage trucks, building, repairing, removing and applying locomotive cabs made of wood or its substitutes, other than metal, wooden pilots and pilot bumper beams, wooden running boards, footboards, and headlight boards, wood locomotive cab flooring, wood and steel tender flooring, and built up tender underframes and trucks.

Bleeding air when performed in connection with Mechanics' work, coupling and uncoupling air hose, steam heat connectors (not including ground connections), and electric jumpers between cars, chaining cars, testing air brakes, pipe work in connection with air brake equipment on all freight cars, and work of the Carmen Craft in connection with periodic air brake attention to car equipment except the cleaning of brake cylinder pistons and packing leathers.

Applying metal roofing on cars; ACI labels on cars; padding and insulation on cars, insulation of cabs, and boiler lagging.

All brush painting, striping, stencilling and lettering, on cars, trucks, cranes and locomotives; spray painting on passenger car bodies and locomotives and cisterns; making stencils and templates other than metal; all other incidental painters' work of the Carman Craft.

Joint Car Inspectors employed on Consolidated Rail Corporation, car inspectors, multiple unit electric car inspectors, and autogenous welding in connection with carmen's work.

Removal, repairing, replacing of all glass and weather stripping, repairing and replacing all cement, wood, linoleum, monolith, carpeting and other types of floor covering (except work of the Sheet Metal Workers' Craft in dining car kitchens). Applying, removing, replacing and repairing seats and seat assemblies, brackets and arm rests, windshield wipers and blades (except repairing), hand rails on cars, ladder rests, safety and door locks on cars and locomotives, buffer plate assemblies on cars and diesel locomotive units, door and door locks, vestibule diaphragm assemblies, steps, step irons, treads, grab irons, toe boards and splash boards, couplers and coupler rigging and appliances, windshield and clear vision windows, cushions, awnings, window shades
and diaphragm curtains except padding, packing and sewing, on cars and locomotives.

Straightening of car parts on or off cars in connection with work of the Carman Craft, not including work generally done by Blacksmiths.

Tapping or drilling in connection with modification on cars. Applying high voltage safety signs to car equipment. Laying out in connection with work of the Carman Craft except laying out material when templates are used. Time setting and time studying in connection with work of the Carman Craft.

Roughing out patterns, operating pattern making machines, power press, and automatic punches in Car Shops. Operating locomotive cranes and wreck derricks (derrick engineer), travograph, radiograph punch and shears in shaping and forming, driving rivets, in connection with carmen's work.

Polishing, grinding, buffing and lacquering for electro plating when done in Car Shops. Repairing pattern and core boxes. Operating Single Car Test devices in connection with air brake tests.

All other work generally recognized as work of the Carman Craft.

The foregoing does not include work classified as Helpers' work in this Agreement. It is understood, however, that where, as of the effective date of this Agreement, Mechanics' positions have been established for the performance of dismantling work (and wrecking service) covered by the Helpers' classification, those positions shall not be abolished solely for the purpose of substituting Helpers for Mechanics.

B. Helpers

1) Dismantling, including all or any part of passenger, cabin, freight or work cars or tenders, or trucks of any description for scrap; dismantling car or parts of cars or tenders for repairs under the direction of a mechanic.

2) Rivet heating and operating forge for this purpose.
3) Operating bolt threading machine, drill press, nut tapper, nut backing-off machine, bolt pointing machine, and punch and shears and all work assigned to such machines when performed in Car Shops.

4) Work of the Carman Craft involving operation of pneumatic and hand cutting tools and holding on rivets; all work in connection with these operations.

5) Erecting and taking down scaffolds used in connection with car and locomotive work.

6) Attending tool room in Car Shop, including issuing, cleaning and caring for all tools, grinding drills and edge tools.

7) Car oiling and packing of boxes, renewing journal bearings, wedges and applying journal box lids. Cleaning of lubricating devices when done in Car Shops.

8) Cleaning journals, applying and removing protective coating.

9) Use of paint sprayer on all classes of work, except spray painting passenger car bodies and similar grade of work on locomotive cabs and cisterns.

10) Wreck work, including the manning of wreck trucks and wreck trains, except derrick engineers; manning highway car repair trucks.

11) All gas and electric cutting that may be assigned.

12) All sewing and stitching work by hand or machine, making flags and similar work, and all stuffing or padding in preparing for upholstering.

13) All operations in connection with scrubbing, dyeing and drying seat cushions.

14) Cutting yoke from coupler butt with power machines and similar work.

15) Operating heating torches.
16) Laying out material when templates are used.

17) Cleaning and testing cylinder packing leathers, including repairs to pistons and followers.

18) Removing and applying brake shoes and brake shoe keys.

19) All work in connection with straightening metal parts of cars with backing hammers, sledges or air presses or forges, either cold or requiring heating.

20) Operating shop tractors, fork lift trucks, mobile crane cars (except Stores Department equipment and similar equipment manned by other crafts of classes of employees).

REGULATION NO. 1—EMPLOYMENT AND PROMOTION

1-A-1. (a) Applicants for employment shall be required to answer questions necessary to determine whether or not they are qualified to become satisfactory employees and shall undergo a physical examination to determine their fitness for the work required and to protect the health and safety of employees.

(b) The application of new employees for employment, shall be approved or disapproved within sixty (60) days after applicants begin work. In the event of applicants giving false information this time limit shall be extended to six (6) months.

1-A-2. Employees shall be classified by craft or class and be compensated for the work so performed as provided for in the Rate Schedule.

1-A-3. When a new position is established for which no work precedent or comparison to existing types of work has been established prior to the effective date of this Agreement, the Company shall establish the rate to be paid for such position and shall notify, in writing, the local committee affected of the establishment of such position and the rate to be paid.

The interested local committee may within thirty (30) calendar days from the date of such written notification request reconsideration of such established rate, and the matter shall be a subject for handling between the Senior
Director-Labor Relations and the designated representative of the unions. Any adjustment made in the rate of pay as the result of such handling shall be effective, at the location involved, as of the date the position was established.

REGULATION NO. 2--SELECTION OF POSITIONS

2-A-1. (a) When new positions are created or vacancies occur, the senior employees in the seniority district in which the position is advertised shall, if sufficient ability is shown by trial, be given preference in filling such new positions or vacancies that may be desirable to them. Where a position involves air brake work, welding, wreck crane operation, reflectoscope, magnafux, radiograph, a nonwritten examination or test may be required as a prerequisite to assignment to the position of an employee who has not previously been qualified on such work by performance or otherwise; an employee bidding for or seeking to displace on such a position shall upon request be promptly given an opportunity to take such examination or test.

(Effective 12/1/78) (b) New positions and all vacancies will be advertised within fourteen (14) calendar days from the date they occur, for a period of seven (7) calendar days. Advertisements will be bulletined on Wednesday and will designate the position number, location, prior seniority district, tour of duty, rest days, rate of pay and major duty to be performed; vacancies will also indicate the name of the last incumbent. (Note: If Wednesday is a holiday the bulletin will be issued on the following day).

An advertisement may be cancelled at any time prior to award being made. In the event an advertisement is cancelled, notice to that effect, and the reason therefor, will be posted on bulletin boards on which the advertisement appeared and the interested local committee will be furnished a copy.

Award will be made and bulletin announcing the name of the successful applicant will be posted within ten (10) calendar days after the close of the advertisement. This regulation will not be construed to require the placing of employees on their awarded positions, when properly qualified employees are not available to fill their places, but such transfers must be made within twelve (12) calendar days from effective date of award.
When an employee is awarded a position he will be compensated at the rate of the position he is awarded from the effective date of the award. Copy of the bulletin and award will be furnished the interested local committee.

(c) The provisions of this regulation will not be applied to permit apprentices to bid or apply for advertised positions until their apprenticeship has been completed, nor will the provisions of said regulation apply to the positions of apprentices.

(d) Advertised positions may be filled temporarily pending an assignment.

(e) An employee transferred from a position on one shift to a position on another shift, by award, shall receive an additional eight (8) hours pay at the straight time rate of the position he was awarded for each day he is required to work on his former position subsequent to twelve (12) calendar days from effective date of award.

An employee transferring from one position to another position on the same shift, by award, shall receive an additional three (3) hours pay at the straight time rate of the position he was awarded for each day he is required to work on his former position subsequent to twelve (12) calendar days from effective date of award.

An employee who changes from one shift to another as the result of displacement through reduction in force will be paid overtime rates for the first shift of such change.

(f) In the awarding of advertised positions or vacancies under the provisions of this regulation, bids from employees having seniority in the craft and class in which the vacancy exists, will be given first consideration, even if working out of their craft or class.

Furloughed employees with seniority in the craft and class who are furloughed from the class in which the position or vacancy exists, or who are furloughed from a lower class, will be considered as having bid for any vacancy headquarter within 30 miles of his point of hire. If entitled to the position or vacancy, it will be awarded to him and he will be recalled from furlough.

NOTE: This paragraph will apply to furloughed protected employees only with respect to positions located within their prior right district within their new regional district.
If no bids are received in accordance with the above, application from other employees will be considered in the following order:

1. Mechanic Assignments
   (a) Senior qualified helpers in the craft in the same seniority district.

2. Helper Assignments and Mechanic Assignments not filled under 1.
   (a) Senior qualified coach cleaners in the craft in the same seniority district.
   (b) Senior qualified applicants under Regulation 3-C-7.
   (g) An employee working in the craft covered by this Agreement who acquires seniority in any other craft shall forfeit seniority in the craft in which he was working.
   (h) An employee who desires to withdraw his bid or application for an advertised position must file his request, in writing, with the official whose name appears on the bulletin and with copy to the interested local committee prior to the time and date on which the bulletin is closed.

2-A-2. An employee who bids for, and is awarded, an advertised position cannot bid for the position he has just vacated until same has been advertised a second time, unless, for any reason, such employee has been displaced from the position he has been awarded or unless no bids are received for the position he has just vacated. In either of these events, his bid for the position he has just vacated shall be considered.

2-A-3. (a) 1. Employees awarded advertised positions for which they bid or applied or acquiring positions through displacement of junior employees, will be given full cooperation from supervisory forces and others in their efforts to qualify.

2. An employee failing to qualify for the position selected within 15 days (working on the position), after having been given a fair opportunity to demonstrate his qualifications, will retain all prior seniority and will, within five (5) working days, return to his
former position unless it has been abolished or permanently filled by a senior employee, in which event he may exercise seniority in accordance with Regulation 3-C-3. The employee may be removed from the position at any time during the 15 day qualifying period if it becomes apparent that he does not possess the necessary ability and fitness to permit him to qualify.

3. Other employees displaced in the application of this regulation may exercise seniority in accordance with Regulation 3-C-3.

(b) 1. When the installation of a basically improved type of new machinery or new work methods requiring new or additional skills necessitates the creation of a new position under the Agreement, the position shall be advertised and filled in accordance with the provisions of Regulation 2-A-1. When there is a large scale installation of new machinery or large installation of new work methods requiring new or additional skills which may involve a substantial loss of work as mechanics to senior employees, representatives of the Company and of the employees shall agree upon a training program.

2. If the senior bidder or applicant for such position is not qualified therefor, he shall be assigned as a trainee, and shall be paid the hourly rate of his former position during the training period. If his former position was that of a helper, he shall be paid at the minimum rate of mechanic.

3. Except as may otherwise be agreed upon, such as in the case of large scale installations, the terms "new machinery" and "new work methods" shall be considered as applicable only during the first year of operation at the point involved.

4. The time, specified in Regulation 2-A-1, within which to award and fill advertised positions will be extended by the length of time an employee or employees are in training for the position.

5. The employee who qualifies for the position shall be awarded the position and assigned to it and thereafter shall be paid the rate of the position. The proper officer of the Company after consultation with the employee representative shall determine (subject to appeal) the period of time an employee shall be paid for learning such position, and the employee representative shall be advised, in writing, the period of time determined upon.
6. A trainee who qualifies before the end of the specified training period will be awarded and assigned to the position as soon as he is qualified.

7. An employee who fails to qualify for the position shall retain seniority and shall, within five (5) working days, return to his former position unless it has been abolished or permanently filled by a senior employee, in which event he may exercise seniority. Other employees displaced in application of this paragraph (b) may exercise seniority in accordance with Regulation 3-C-3.

2-A-4 (a) A number of the total positions in each class, on each trick at any location, not to exceed that indicated below, may, under Regulation 2-A-1 (a), be designated to fill vacancies or perform extra work at such location as needed:

<table>
<thead>
<tr>
<th>Total Positions</th>
<th>Designated Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 and under</td>
<td>1</td>
</tr>
<tr>
<td>7 through 13</td>
<td>2</td>
</tr>
<tr>
<td>14</td>
<td>20</td>
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<td>21</td>
<td>26</td>
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<td>46</td>
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<td>59</td>
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<td>60</td>
<td>69</td>
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<tr>
<td>70</td>
<td>79</td>
</tr>
</tbody>
</table>

For every additional ten (10) positions one (1) additional position may be designated.

The number of such designated positions requiring welding or air brake qualifications, in addition to the bulletined major duty, in relation to the total welders or air brake positions respectively, shall not exceed the appropriate ratio.

(b) An employee, other than one designated in paragraph (a) of this regulation, who, in other than emergency such as flood, snow storm, wreck, fire, etc., or to keep him fully occupied, is assigned to perform work not comprehended in his regular assignment or to work at a location other than his advertised location for a period of more than 30 minutes shall be allowed additional straight time pay equal to the time so assigned with a maximum of three (3) hours' pay.
(Effective 1/1/80) (c) An employee designated in paragraph (a) of this regulation, who, in other than emergency such as flood, snow storm, wreck, fire, etc. or to keep him fully occupied, is assigned to perform work outside the location or locations where they are combined under paragraph 8 of Appendix "C", shall be allowed additional straight time pay equal to the time so assigned at a third location with a maximum of three (3) hours' pay.

(Effective 1/1/80) (d) The payment provided in paragraphs (b) and (c) above is not applicable to an employee who is assigned to perform work caused by absences due to jury duty, sickness or injury, bereavement or of a representative of the union being compensated by the Company.

REGULATION NO. 3--SENIORITY

3-A-1. (a) Seniority of mechanics begins at the time they are employed as such provided they qualify on such positions; except, at the expiration of their apprenticeship, the seniority of apprentices retained in the service will be carried to and shown on the roster in the seniority district where first employed as apprentices, and their seniority standing as mechanics will date from the first day employed as apprentices.

(b) Seniority as helpers or coach cleaners begins at the time they are employed in their respective class.

(c) Helpers and coach cleaners acquiring advertised positions in a higher class shall forfeit helper or coach cleaner seniority except prior right Penn Central seniority.

(d) The term "acquiring advertised position" as used in this regulation contemplates that the employee qualifies and physically takes over the position.

(e) If two (2) or more employees start to work at the same time and on the same day, their seniority rank on the roster of their respective classes will be in the order of their date of birth.

(f) If two (2) or more employees on the same roster acquire seniority in a higher class on the same day, their relative rank in the higher class shall be the same as the class from which promoted.
3-B-1. Seniority of employees will be confined to the seniority district where employed.

3-B-2. No change will be made in existing seniority districts except by agreement between the Senior Director-Labor Relations and the designated representative of the unions.

3-C-1. (a) Notice of force reduction or abolition of position at any point or in any department shall be posted or given as soon as possible and not less than (5) five working days in advance, except no advance notice to employees shall be required before temporarily abolishing positions or making temporary force reductions under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute over than as covered in paragraph (b) below, provided that such conditions result in suspension of the Company's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours pay at the applicable rate for his position.

(b) No advance notice shall be required before positions are temporarily abolished or forces are temporarily reduced where a suspension of the Company's operation in whole or in part is due a labor dispute between the Company and any of its employees.

3-C-2. When forces are reduced, seniority in accordance with Regulations 3-A-1, 3-B-1 and 3-C-3 will govern.

3-C-3. (a) Employees whose positions are abolished may, within five (5) working days after being notified that their positions are abolished, exercise their seniority.

Other employees affected by such exercise of seniority may, within five (5) working days after being notified that they will be displaced, exercise their seniority.

(b) An employee reporting for duty after leave of absence, vacation, sickness, disability or suspension must return to his former position if not abolished or filled by another employee in the exercise of seniority and may, within five (5) working days exercise seniority to any position bulletin during his absence. If, during his
absence, his regular position has been abolished, or filled by another employee in the exercise of seniority, he may, within five (5) working days after reporting for duty, exercise seniority.

(c) Employees failing to exercise seniority under this regulation shall be furloughed from active service except that non-protected employees who fail to exercise seniority within 30 miles of their point of hire shall forfeit all seniority.

(d) An employee exercising seniority under the provisions of this regulation to a position occupied by a junior employee must give notice to the Local Official prior to the termination of the preceding tour of duty of the position to which he is exercising seniority that he will take over the assignment at the start of the next tour of duty. Provided, however, that when an employee's position is abolished or permanently filled by a senior employee during his absence on consecutive rest days, vacation, suspension, leave of absence, sickness or disability, he shall be afforded a day's work on the day of his return to duty under the following circumstances:

1. When returning from consecutive rest days and his position has been abolished effective the day of his return, and he was not notified by written notice or posted bulletin of such abolishment at least four (4) hours prior to the end of his tour of duty on the work day preceding such rest days.

2. When returning from vacation or suspension and he was not notified personally, more than 48 hours prior to his return to duty, that his position has been abolished or permanently filled by a senior employee, or if he was so notified and indicated at the time of personal notification that he intends to return to work at the termination of his scheduled vacation or suspension.

3. When returning from leave of absence, sickness, or disability and he notifies his immediate supervisor of his intended return more than 48 hours before he reports for duty and has not been notified that his position has been abolished or permanently filled by a senior employee.

When entitled to a day's work under any of the foregoing provisions, compensation therefor shall be at not less than the grade rate of his former position, and assignment
to work under such circumstances will not constitute a violation of any temporary upgrading rule.

3-C-4. When conditions develop so that an employee cannot satisfactorily perform the assigned work, he will be permitted to exercise seniority under Regulation 3-C-3, subject to agreement between the Company and the local committee.

Employees will be given full cooperation of supervisory forces and others in their effort to qualify.

3-C-5. In the restoration of forces seniority will govern in accordance with Regulations 3-A-1, 3-B-1, employees to take the rate of position to which assigned.

3-C-6. Employees furloughed must keep their employing officer advised of any change in their current address. Employees failing to report for duty for positions expected to be of more than 60 days duration, within ten (10) calendar days after a Certified U.S. Mail notice is mailed to the last recorded address, will forfeit all seniority.

3-C-7. Furloughed qualified employees will be given preference for employment in their craft at other seniority districts, if employees are needed, with privilege of returning to home seniority district when force is increased, such transfer to be made without expense to the Company.

Furloughed employees desiring employment at other seniority districts will make application direct to the Manager-Labor Relations (or other designated official) on the Division or Divisions or Shops on which employment is desired, furnishing their name, address, seniority date, and the name of the seniority district at which they hold permanent seniority.

Employees notified to report for employment at another seniority district must advise the employing officer within five (5) working days of date of such notification, of their intention to accept employment, and must report for duty in not less than ten (10) working days after date of notification. Failure to so notify the employing officer will cancel their application for employment.

Employees transferred under the provisions of this regulation will begin to accumulate seniority at the seniority district to which transferred from the date of their transfer.
When it comes their turn to return to service at the seniority district where they hold prior seniority and they have been so notified, they must then decide at which seniority district they will continue to hold seniority, which decision they will, within five (5) working days, transmit in writing to the local officials of the two (2) interested seniority districts. They will thereafter hold seniority only at the seniority district where they have elected to hold seniority.

The following form letter must be used in making application for transfer under this rule:

Manager-Labor Relations

___________ (Region)

___________ (City or Town)

Dear Sir:

Having been furloughed account reduction in force at (seniority district) on __________ Division (Shop), application is made for employment as (state position) in accordance with Regulation 3-C-7 on __________ Division(s) or Shop(s). My roster date as (occupation) is (give date as shown on roster).

Respectfully,

___________ (Name)

___________ (Address)

3-D-1. (a) Employees covered by this Agreement who have been or are hereafter appointed to a supervisory position, shall retain previously acquired seniority in the seniority district from which appointed and shall continue to accumulate such seniority while occupying a position of supervisor.

(b) Supervisory employees who are returned to the ranks of shop craft employees may, within five (5) working days, exercise seniority over any junior employee in their craft in the district in which they hold seniority. Other employees displaced as a result thereof may exercise seniority in accordance with the provisions of Regulation 3-C-3.

(c) The names of employees appointed to positions referred to in the foregoing paragraphs of this regu-
lation below the rank of Assistant Master Mechanic (or comparable rank) shall be shown on the seniority roster.

3-E-1. Seniority rosters shall be prepared for each class, showing the names, seniority dates, and relative standing of all employees in each seniority district.

3-E-2. Rosters shall be posted, on bulletin boards provided for that exclusive purpose, in places accessible to all employees affected and shall be revised as of January 1st and posted in January of each year. An employee shall have sixty (60) calendar days from date his name first appears on the roster to appeal his roster date or relative standing thereon, except that in case of an employee off on leave of absence, vacation, sickness, disability, suspension or furlough, at the time roster is posted, this time limit shall apply from the date employee returns to duty. If no appeal is taken within the sixty (60) calendar day period, future appeals will not be entertained unless the employee's roster date or his relative standing is changed from that first posted. A note shall be placed on each roster stating the time limit of appeal.

Copies of the rosters shall be furnished to the local committee, the General Chairman and Director-Railroad Division.

3-E-3. No change in seniority standing of any employee shall be made on the part of the Company without conference and agreement with the local committee. When such a change is made, the employee, whose seniority standing was the subject of the conference and agreement, shall be notified, in writing, of the change.

3-F-1. (a) Subject to agreement, in writing, between the proper official of the Company and the interested local committee, a disabled employee covered by this Agreement may be placed in a new position or vacancy which has been advertised, a position or vacancy that is under advertisement but not yet filled, or in a position occupied by a junior employee covered by this Agreement, provided such employee is capable of performing the duties required. An employee who is so placed shall be compensated at the rate of the position in which he has been placed.

(b) An employee who has been placed in a position as set forth in paragraph (a) hereof shall forfeit his right to retain the protection afforded by this regulation if he thereafter bids for other advertised positions or vacancies, and the position on which he was placed shall
thereupon be advertised. In such case, if the disabled employee is not awarded the advertised position or vacancy for which he has bid, he may exercise seniority within five (5) working days to a position the duties of which he is capable of performing and may bid for the position on which he was placed if in the future it is advertised again.

(c) A position of mechanic or helper, in which a disabled employee has been placed by agreement under paragraph (a) hereof, shall not, except as provided in paragraph (b) hereof, be subject to the seniority or advertising provisions of this Agreement, but a disabled employee so assigned may be displaced by a senior qualified mechanic or helper holding seniority in the craft to which a disabled employee has been assigned, provided that there is no other position as mechanic or helper in the craft for which such senior employee is qualified.

(d) A position of coach cleaner in which a disabled employee has been placed by agreement under paragraph (a) hereof, shall not, except as provided in paragraph (b) hereof, be subject to the seniority or advertising provisions of this Agreement, but a disabled employee so assigned may be displaced by a senior qualified employee if there is no other coach cleaner position covered by this Agreement to which such senior employee can exercise seniority.

(e) Employees displaced in the application of this regulation may exercise seniority in accordance with Regulation 3-C-3.

REGULATION NO. 4--TIME ALLOWANCES

4-A-1. Eight (8) consecutive hours' work, exclusive of the meal period, shall constitute a day, except as provided in Regulation 4-B-1.

4-B-1. Where service is intermittent, eight (8) hours' actual time on duty within a spread of ten (10) hours shall constitute a day's work. Employees filling such positions shall be paid overtime for all time actually on duty or held for duty in excess of eight (8) hours from the time required to report for duty to time of release within ten (10) consecutive hours, and also for all time in excess of ten (10) consecutive hours computed continuously from the time first required to report until final release. Time shall be counted as continuous service in all cases where the interval of release from duty does not exceed one (1) hour.
4-C-1. (a) Time worked by an employee in excess of eight (8) hours in any 24-hour period, computed from the starting time of the employee's regular shift, will be considered as overtime and paid for at the rate of time and one-half, except that double time will be paid for time worked in excess of sixteen (16) hours in such 24-hour period.

(b) A relief employee who performs relief work in two (2) or more positions within a 24-hour period will be paid straight time for the first eight (8) hours worked in each position. For time worked in excess of eight (8) hours on any of the positions so relieved, he will be paid time and one-half.

(c) Time worked in excess of forty (40) straight time hours in any work week shall be paid for at one and one-half times the applicable straight time rate of pay, except where such work is performed by an employee due to moving from one assignment to another, or where days off are being accumulated in accordance with the provisions of Regulation 5-A-1 (i)(3).

Employees worked more than five (5) days in a work week shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work weeks, except where such work is performed by an employee moving from one assignment to another, or where days off are being accumulated under the provisions of Regulation 5-A-1 (i)(3).

(d) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computation leading to overtime.

(e) The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of seven (7) consecutive days, starting with Monday.

4-C-2. (a) (Effective 12/1/78). Work performed on the following legal holidays namely:
<table>
<thead>
<tr>
<th>In the United States</th>
<th>In Canada</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>New Year's Day</td>
</tr>
<tr>
<td>Washington's Birthday</td>
<td>Good Friday</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Easter Monday</td>
</tr>
<tr>
<td>Decoration Day</td>
<td>Victoria Day</td>
</tr>
<tr>
<td>Fourth of July</td>
<td>Dominion Day</td>
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<tr>
<td>Labor Day</td>
<td>Civic Day</td>
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<tr>
<td>Veterans Day</td>
<td>Labour Day</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>*Christmas Eve</td>
<td>*Christmas Eve</td>
</tr>
<tr>
<td>Christmas</td>
<td>Christmas</td>
</tr>
</tbody>
</table>

* - The day before Christmas is observed.

or the day observed will be paid for at the time and one-half rate with a minimum of three (3) hours.

(b) Work performed by an employee on his assigned rest day, or days, shall be paid for at the overtime rate subject to Regulations 4-C-1 and 4-E-1, except that service performed by a regularly assigned employee on the second rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that work week and has worked on the first rest day of his work week, except that emergency work paid for under the call regulations will not be counted as qualifying service under this paragraph nor will it be paid for under the provisions hereof.

Where agreement has been reached, as provided for in Regulation 5-A-1 (i)(3) for the accumulation of rest days, compensation for time worked on his rest days shall be at straight time rate.

(c) Work performed on an assignment starting in advance of midnight on any day will be considered as work performed on the day the assignment began.

Work performed on an assignment starting at 12:00 midnight will be considered as work performed on the following day.

(d) No employee shall have a demand right to work on his assigned rest day nor in excess of five (5) days in any work week.

In the assignment of employees to work on their rest days or on holidays on which they are not scheduled to work, due consideration shall be given to:
1. Their qualifications.
2. Local Agreements covering the distribution of overtime.

4-C-3. (a) Subject to the qualifying requirements applicable to regularly assigned employees contained in paragraph (b) hereof, each regularly assigned employee shall receive eight (8) hours' pay at the straight time rate of the position to which assigned for each of the holidays enumerated in Regulation 4-C-2.

(b) A regularly assigned employee shall qualify for the holiday pay provided in paragraph (a) hereof if compensation paid him by the Company is credited to the workdays immediately preceding and following such holiday. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following the rest days shall be considered the workday immediately following the holiday. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

The fact that no compensation paid by the Company is credited to the workday immediately preceding or following the holiday shall not disqualify an employee for holiday pay to which he would have been otherwise entitled (1) if the employee is a duly accredited union representative, and, as such, attends a regularly scheduled meeting with the Company, or is required to attend a meeting at the Company's request, on the workday immediately preceding or following the holiday, or (2) if the employee is absent from work on the workday immediately preceding or following the holiday because of death in the employee's family occurring within three (3) calendar days of the day of such absence. "Family" as used in this regulation means the employee's spouse, child, parent, parent-in-law, brother or sister.

(c) When any of the holidays enumerated in Regulation 4-C-2, or the day observed falls during an employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for in paragraph (a) of this regulation provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes. An employee's vacation period will not be extended by reason of any of the ten (10) recognized holidays, or the day observed.
(d) Special qualifying provision for employees qualifying for both the Christmas Eve and Christmas Day holiday:

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day", as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day", as the case may be, immediately following the Christmas Day Holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

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.

(e) Under no circumstances will an employee be allowed more than one (1) overtime payment for service performed by him on a holiday which is also a work day, a rest day and/or a vacation day.

4-C-4. (Effective 1/1/79) Bereavement leave, not in excess of three (3) 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. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

4-D-1. For service continuous with and after bulletined hours employees shall be paid the overtime rate.

4-D-2. (Effective 12/1/78). For service continuous with and before bulletined hours, employees shall be paid at the overtime rate on the actual minute basis with a minimum of one (1) hour.

4-E-1. Employees called, who report for work, shall be given not less than three (3) hours' work and paid as provided for in Regulation 4-C-1.
4-F-1 (Effective 1/1/80) (a) There may be one, two or three shifts employed. The starting time of any shift shall be arranged by mutual understanding between the local officer and the local union representative based on actual service requirements; otherwise the provisions of Regulation 5-B-1 will apply.

(b) The time and length of the lunch period shall be subject to mutual agreement and shall be between the 4th and 5th hour.

(c) Where two (2) shifts are employed, the spread of the second shift shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch.

(d) Where three (3) shifts are employed, the spread of each shift shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch.

(e) Employees required to work during the lunch period shall receive actual time at straight time rate for the period so worked, and shall be allowed a reasonable time, without loss of pay, in which to eat. This does not apply where employees are allowed the twenty (20) minutes for lunch without deduction therefor.

(f) Employees required to work more than three (3) hours beyond their bulletined working hours will be allowed reasonable time off, with pay, for a meal which will be provided at the expense of the Company. Subsequent meal periods, with meals provided at the expense of the Company, will be allowed at five (5) hour intervals following the termination of the preceding meal period. Employees required to work more than three (3) hours before the start of their regular bulletin hours will be allowed reasonable time off with pay for a meal period which will be provided at the expense of the Company.

4-G-1. Employees changed from one shift to another shall, when practicable, be relieved from necessary rest.

Except as provided in Regulation 4-C-1 (b) employees so changed will, if required to work more than their bulletined hours in any twenty-four (24) hour period, be paid at the time and one-half rate.
The provisions of this regulation are not applicable when employees change shifts in the exercise of seniority, except as provided in Regulation 2-A-1 (e), third paragraph.

4-H-1. Employees sent out on the road for service shall be paid from time reporting at designated point at the home station until they return to home station, as follows:

(a) For other than wrecking service:
   On assigned working days:
   For all time traveling or waiting at the straight time rate. For time worked at the point to which sent -- at straight time and overtime rates in accordance with Regulation 4-C-1.
   On rest days and the recognized holidays:
   For all time waiting or traveling in excess of the employee's home station bulletined hours at the time and one-half rate.

(b) For wrecking service:
   See Regulation 8-F-1(d)

(c) If during the time on the road including wrecking service, an employee is given opportunity to rest five (5) or more hours, he will not be paid for such relief time. When necessary to travel to and from another point to secure lodging, such travel and/or waiting time will be paid for in accordance with sections (a) and/or (b) of this regulation.

(d) Employees shall not be paid less for this service than their bulletined hours at the home station at their hourly rate.

(e) When meals and lodging are not provided, actual reasonable expenses shall be allowed.

(f) No payments will be allowed to an employee for "travel time" to or from work locations included in his relief assignment, within his seniority district.

4-I-1. Employees sent to an outlying point to fill temporary vacancies, or for temporary duty, shall receive time from the time reporting at the designated point at home station to time reporting at the outlying point, and similarly for the return trip, at straight time rates.
Time worked at the outlying point in accordance with the bulletined hours of said point shall be paid as provided for in Regulation 4-C-1 or 4-C-2.

Employees shall not be paid less for this service than their bulletined hours at home station.

When meals and lodging are not provided, actual reasonable expenses shall be allowed.

4-J-1. When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate for his entire tour of duty.

An employee required to fill temporarily the place of another employee receiving a lower rate, shall not have his own rate changed.

4-J-2. (a) When an employee is assigned temporarily for part of his assigned tour of duty to the inspecting and testing of locomotives, tenders, and locomotive boilers, including the preparation of and certification to reports required by the Federal Locomotive Inspection Laws, he shall be paid 6 cents per hour in addition to his regular rate, for the hours of his assigned tour of duty which he works that day.

(b) When an employee is assigned temporarily for part of his assigned tour of duty to perform work (not covered by Regulation 4-J-1 nor the preceding paragraph) for which the Rate Schedule specifies a rate in excess of his regular rate, he shall be paid the higher rate for the actual time so engaged; if the time so engaged exceeds four (4) hours, he shall be paid the higher rate for the entire tour of duty.

(c) Carmen engaged in car foaming shall be paid a 12 cent per hour differential for the actual time so engaged; if the time so engaged exceeds four (4) hours he shall be paid the higher rate for the entire tour of duty.

4-K-1. An employee assigned temporarily to fill a supervisory position shall, for the tour of duty, be paid the rate of the position filled.

4-L-1. (a) The following allowances will be made for time spent incident to attending court as a witness for the Company:
1. On a day or days the employee is assigned to work, compensation equal to what would have been earned had such interruption not taken place.

2. On a day or days the employee is not assigned to work (including rest days and holidays), compensation equal to what would have been earned had such interruption not taken place but not less than eight (8) hours' pay at his regular straight time rate.

3. On holidays, straight time holiday pay for which an employee is qualified will be paid in addition to the allowance provided in paragraph 2 above.

(b) While away from headquarters incident to attending court as a witness for the Company an employee shall also be allowed necessary actual expense.

(c) All fees and mileage accruing to an employee required to attend court as a witness for the Company will be assigned to the Company.

(d) (Effective 12/1/78) When a regularly assigned 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 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 company 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.

(4) When an employee is excused from railroad service account of jury duty the company shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
(5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days which jury duty:

(a) ends within four hours of the start of his assignment; or

(b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.

(6) On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

4-M-1. (a) Where practicable, investigations and trials will be held during assigned working hours.

(b) When attending an investigation or trial by direction of an officer of the Company, during his working hours, either regular or overtime, an employee shall not suffer any loss of compensation.

(c) An employee required by the Company to attend an investigation or trial immediately after having finished, or just prior to reporting for work, and continuously therewith, shall be compensated at the time and one-half rate for the time spent in attending such investigation or trial outside of his working hours.

(d) (Effective 12/1/78) When attending an investigation or trial by direction of the Company on an assigned rest day an employee shall be compensated for the time so spent with a minimum of four (4) hours at the straight time rate of his position. If such employee would have been entitled to work on such day, he will be allowed compensation at the time and one-half rate for the number of hours he would have worked had such interruption not taken place and at the straight time rate for any additional time attending the investigation or trial.

(e) When attending an investigation or trial by direction of the Company on a holiday which falls on a day an employee is normally assigned to work, such employee will be compensated for the time so spent as though he had worked.
(f) For attending an investigation or trial by direction of an officer of the Company at any time other than those mentioned above, an employee shall be compensated for the time so spent, with a minimum of three (3) hours at the straight time rate of the position.

(g) The above provisions do not apply to the time spent attending a trial outside his assigned hours for an employee who is found guilty.

4-N-1. (a) (Effective 12/1/78) Employees whose work is interrupted while on duty, for reasons mentioned in Regulation 3-C-1, and who are released from duty, shall be paid for time actually worked with a minimum of four (4) hours' pay at the straight time rate.

(b) Employees who have not been notified before leaving home that their services are not required, and who report for work and are unable to start to work at their regular starting time, or whose work is interrupted for reasons mentioned in paragraph (a) above, may be temporarily assigned to other work. If so assigned, they will be allowed to complete their full tour of duty and shall be paid as provided in the Rate Schedule and Regulation 4-C-1.

4-O-1. Employees will check in and out on Company time.

4-P-1. (a) (Effective 12/1/78) A claim for compensation alleged to be due may be made only by an employee or, on his behalf, by a duly accredited union representative, and must be presented, in writing, to his General Foreman within forty-five (45) calendar days from the date of the occurrence on which the claim is based, except:

1. Time off duty on account of sickness, leave of absence, vacation, suspension or reduction in force, shall extend the time limit specified in paragraph (a).

2. (Effective 2/1/79) When a claim for compensation alleged to be due is based on an occurrence during a period employee was out of active service due to sickness, leave of absence, vacation, suspension, or reduction in force, it must be made, in writing, within forty-five (45) calendar days from the date employee resumes duty.

(b) If a claim is not made within the time limit specified in the foregoing paragraph (a), includ-
ing exceptions 1 and 2, it shall not be entertained nor allowed.

(c) When a claim for compensation alleged to be due has been presented in accordance with the foregoing paragraph (a), including exceptions 1 and 2, and is not allowed the employee and the duly accredited union representative shall be notified to this effect, in writing, within ten (10) calendar days from the date the claim was presented. If the General Foreman does not reply within ten (10) calendar days, the claim shall be considered as having been denied.

(d) A claim for compensation denied in accordance with the foregoing paragraph (c) of this regulation shall be considered invalid unless it is listed for discussion with the Manager-Labor Relations, by the employee or by a duly accredited union representative, within thirty (30) calendar days after the date on which it was denied. When the request for listing with the Manager-Labor Relations is transmitted by United States mail the date of mailing as indicated by the postmark or other Post Office record will be considered the date on which the claim was listed.

(e) When a claim for compensation alleged to be due has been listed for discussion with the Manager-Labor Relations in accordance with paragraph (d) of this regulation and is not allowed the employee and the duly accredited union representative shall be notified to this effect, in writing, within thirty (30) calendar days from the date the claim was discussed with the Manager-Labor Relations. When not so notified, claim shall be allowed. When the denial is transmitted by United States mail the date of mailing as indicated by the postmark or other Post Office record will be considered the date on which the claim was denied.

(f) A claim for compensation denied in accordance with paragraph (e) of this regulation shall be considered invalid unless a written request for a Joint Submission is made to the Manager-Labor Relations by the employee or a duly accredited union representative within thirty (30) calendar days from the date on which the claim was denied by the Manager-Labor Relations. When the request for a Joint Submission is transmitted by United States mail, the date of mailing as indicated by the postmark or other Post Office record will be considered the date on which the Joint Submission was requested.
(g) When a claim for compensation alleged to be due has been listed for discussion with the Senior Director-Labor Relations in accordance with Regulations 7-B-2 and 7-B-3 and is not allowed, the duly accredited union representative shall be notified to this effect, in writing, within sixty (60) calendar days from the date the claim was discussed with the Senior Director-Labor Relations. When not so notified, claim shall be allowed. When the denial is transmitted by United States mail the date of mailing as indicated by the postmark or other Post Office record will be considered the date on which the claim was denied.

(h) When a claim for compensation is allowed, the employee presenting the claim and his duly accredited union representative shall be advised, in writing, the amount involved and the payroll upon which payment will be made.

REGULATION NO. 5--HANDLING OF EMPLOYEES

5-A-1. (a) The Company will establish for all employees covered by this Agreement, subject to the exceptions contained in this regulation, a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7); the work weeks may be staggered in accordance with the Company's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions which follow:

(b) Normal working hours, which will be bulletined for all employees, will not be greater than eight (8) hours on any day, nor forty (40) hours in any week.

(c) The expressions "positions" and "work" as used herein refer to services, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

(d) On positions the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.

(e) When the nature of the work is such that employees will be needed six (6) days each week, the rest days will be either Saturday and Sunday, or Sunday and Monday.
(f) On positions which are filled seven (7) days per week any two (2) consecutive days may be the rest days, with the presumption in favor of Saturday and Sunday.

(g) All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six (6) or seven (7) day service, or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned.

Assignments for regular relief positions may, on different days, include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

(h) If, in positions or work extending over a period of five (5) days per week an operational problem arises which the Company contends cannot be met under the provisions of paragraph (d) of this regulation and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend to the contrary, and if the parties fail to agree thereon, then if the Company nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim.

(i) The typical work week is to be one with two (2) consecutive days off, and it is the Company's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (e), (f) and (g) of this regulation, the following procedures shall be used:

1. All possible regular relief assignments shall be established pursuant to paragraph (g) of this regulation.

2. Possible use of rest days other than Saturday and Sunday by agreement between the proper officer of the Company and the authorized union representative, or in accordance with other provisions of this Agreement.

3. Possible accumulation of rest time, and granting of longer consecutive rest periods, by
agreement between the proper officer of the Company and the authorized union representative.

4. Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.

5. If the foregoing does not solve the problem, then some of the relief men may be given non-consecutive rest days.

6. If, after all the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) non-consecutive days off.

7. The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.

8. If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Company may nevertheless put the assignment into effect subject to the right of the employees to process the dispute as a grievance or claim, and in such proceedings the burden will be on the Company to prove that its operational requirements would be impaired if it did not split the rest days in question, and that this could be avoided only by working certain employees in excess of five (5) days per week.

5-B-1. (Effective 1/1/80) When one (1) shift is employed, the normal starting time shall not be earlier than 6:00 A.M. nor later than 8:00 A.M.

When two (2) shifts are employed, the second shift shall normally start immediately following the first shift.

When three (3) shifts are employed, the third shift shall normally start immediately following the second shift.

In establishing the starting and quitting time for the employees on the various shifts, the economy and efficiency of the service shall receive first consideration, and when starting any shift within the time limits speci-
fied in this regulation would necessitate the use of an otherwise unnecessary additional shift the normal starting time may be departed from. When requirements of the service necessitate, lapped shifts may be established but shall not be resorted to when other equally economical arrangements can be made.

5-C-1. Where the Uniform Time Act of 1966 is in effect, the assigned hours of the positions will be automatically adjusted to conform with the provisions of said Act.

5-D-1. When bulletined hours for all forces are eight (8) hours per day, and the second shift follows immediately after the first shift, it shall be the policy to make the starting time and quitting time for all employees on each shift the same at the respective points. Where three (3) shifts are worked by a part of the force and one (1) or two (2) shifts by the rest, the quitting time of the first shift and the starting and quitting time of the second shift of the one or two shift forces shall be governed by the length of their lunch periods.

5-D-2. Exceptions to Regulation 5-D-1 shall be necessary when the normal starting times are varied from as indicated in Regulation 5-B-1.

5-E-1. (a) When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize the time.

(b) Overtime work shall be distributed in accordance with agreement between the proper officer of the Company and the local committee.

5-F-1. (a) Mechanics may perform any work of their craft for which they are qualified.

(b) None but mechanics or apprentices regularly employed as such shall do work specified as that to be assigned to fully qualified mechanics.

(c) Foremen may perform such part of mechanics' duties as are necessary at outlying points where qualified employees covered by this Agreement are not employed or are not immediately available. Mechanics' positions will not be abolished and Foremen positions established in lieu thereof or mechanics' work assigned to Foremen, in order to evade this rule.

The language "immediately available" is interpreted
to mean that such employees can report to work within one (1) hour from time called.

(d) Where there is, in a shop, eight (8) hours on a trick of the work of burning (cutting) and oiling, as described in the Carmen Helpers' Work Classification Rule, and such work can be assigned to the helper classification in the shop without delaying the performance of any mechanic work in the shop, a helper position will be established for such work; this is not intended to prohibit mechanics from performing the work of burning (cutting) and oiling in such shops.

5-F-2. (a) At outlying points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will, so far as they are capable of doing so, perform the work of any craft that it may be necessary to have performed.

An "outlying point" as that term is used in the foregoing paragraph is understood to mean a minor inspection or repair facility (enginehouse or car shop) where the total number of regularly assigned Shop Craft positions, excluding relief positions, does not exceed 10 mechanics or 15 employees.

5-F-3. When a machine or machines at a location is used to perform work of more than one craft, the Company may establish a position or positions to perform all work on such machine or machines, and assignment to such position or positions shall be based on the equities of the various crafts in the work performed by the machine or machines. If the assignment of the particular craft to such position is not satisfactory to the crafts involved, the matter may be handled in accordance with the procedure for disposition of jurisdictional disputes.

5-G-1. A training or apprentice program shall be established.

5-H-1. Mechanics' helper work is any work in his craft that he is capable of performing in assisting a mechanic or an apprentice, or any work to which he may be assigned which is recognized as helper's work in his craft.
REGULATION NO. 6--DISCIPLINE

6-A-1. (a) Except as provided in Regulation 6-A-5 employees shall not be suspended nor dismissed from service without a fair and impartial trial, nor will an unfavorable mark be placed upon their discipline record without written notice thereof to the employee and his union representative.

(b) When a major offense has been committed, an employee suspected by the Company to be guilty thereof may be held out of service pending trial and decision.

6-A-2. An employee who is required to make a statement prior to the trial in connection with any matter which may eventuate in the application of discipline to any employee, if he desires to be represented, may be represented by a union representative. A copy of the employee's statement, if reduced to writing and signed by him, shall be furnished him by the Company upon his request, and a copy shall be given to the union representative, if so requested.

6-A-3. (a) (Effective 12/1/78) An employee who is accused of an offense shall be given reasonable prompt advance notice, in writing, of the exact offense for which he is to be tried. The trial shall be scheduled to begin within thirty (30) calendar days from the date the office of the employee's General Foreman had knowledge of the employee's involvement.

For a valid reason, a trial may be postponed for a reasonable period at the request of the Company, or the employee, or the employee's union representative.

(b) If he desires to be represented at such trial, he may be accompanied by a union representative. The accused employee or the said representative shall be permitted to question witnesses insofar as the interests of the accused employee are concerned. Such employee shall make his own arrangements for the presence of any witnesses appearing in his behalf; and no expense incident thereto shall be borne by the Company.

(c) A copy of the employee's statement, if reduced to writing, and signed by him, shall be furnished him by the Company upon his request, and a copy shall also be given to his union representative, if he is so represented.
6-A-4. (a) If discipline is to be imposed following trial and decision, the employee to be disciplined shall be given written notice thereof at least ten (10) working days prior to the date on which the discipline is to become effective, except that in cases involving dismissal such dismissal may be made effective at any time after decision without advance notice. If so represented at the trial, his union representative shall be given a copy of the notice of discipline.

(b) (1) If the discipline is suspension, the period of suspension shall be deferred if within the succeeding six (6) month period following notice of discipline the accused employee does not commit another offense for which discipline is subsequently imposed.

(2) If, within such succeeding six (6) month period, the employee commits one or more offenses for which discipline is subsequently imposed, the initial suspension shall be served and suspensions resulting from offenses committed during the six (6) month period shall not be deferred. However, should the employee be disciplined by suspension for an offense committed subsequent to a six (6) month period, the first such occurrence shall be the basis for the succeeding six (6) month period referred to in paragraph (b) (1) of this regulation.

(3) If the discipline is suspension, the time the employee is held out of service shall be:

(A) Considered part of the period of suspension for the offense if the suspension is served.

(B) Considered time lost without compensation if the suspension is not served.

6-A-5. (a) Employee may be disciplined by reprimand or suspension without a trial, when the involved employee, his union representative and the authorized official of the Company agree in writing to the responsibility of the employee and the discipline to be imposed.

(b) Discipline determined in accordance with paragraph (a) of this regulation will be subject to Regulation 6-A-4 (b) (1), (2) and (3).

(c) Discipline imposed in accordance with this regulation will be final with no right of appeal.
The outline of the method in which controversial matters are to be handled as set forth below, is for the purpose of expeditious conclusive adjustment of matters presented, to the end that there may be a satisfied and cooperative spirit among the officers and employees. It is important, therefore, that if possible, decisions be rendered at the time of the meetings, and that such decisions be confirmed, in writing, as soon as possible.

This plan can be successful only by full and conscientious consideration and absolute fairness in their dealings on the part of both representatives of the Company and representatives of the employees.

7-A-1. (a) An employee who considers that an injustice has been done him in discipline matters and who has appealed his case, in writing, to the Manager-Labor Relations within ten (10) calendar days after the employee has received notice of discipline to be imposed, shall be given a hearing. When the appeal is transmitted by United States mail, the date of mailing as indicated by the postmark or other Post Office record will be considered the date of appeal. The Manager-Labor Relations will notify the employee and the union representative of the time and place of the hearing.

This appeal, when the discipline imposed is suspension, shall act as a stay (except in the case of a major offense) in imposing the suspension until after the employee has been given a hearing and a decision is rendered by the Manager-Labor Relations.

(b) At hearings on appeal an employee may, if he desires to be represented at such hearings, be accompanied by a union representative.

(c) After the appeal has been acted upon by the Manager-Labor Relations the employee and the union representative shall be promptly advised, in writing, of his decision.

If the decision in case of suspension is to the effect that suspension shall be imposed, either in whole or for a reduced period, the stay referred to in paragraph (a) shall be lifted and the suspension imposed. If the case is not adjusted satisfactorily, it may then be handled by the employee, or by a union representative, with the Senior Director-Labor Relations. If the Senior Director-Labor Relations does not make a decision within sixty
(60) calendar days of the date of discussion with him the case shall be considered denied.

(d) When an employee is held out of service on a charge and he is later exonerated, the charge shall be stricken from his record and he shall be compensated for the difference between the amount he earned while out of service or while otherwise employed and the amount he would have earned on the basis of his assigned working hours actually lost during the period.

7-A-2. When it is considered that an injustice has been done with respect to any matter other than discipline, or claims for compensation alleged to be due, the employee affected or a union representative, may, within twenty (20) calendar days present the case in writing to the employee's General Foreman. If the decision of his General Foreman, which shall be in writing, is unsatisfactory, or if the General Foreman does not reply within fifteen (15) calendar days from the date the case was presented, the case may then be appealed in writing, within twenty (20) calendar days by the employee affected or by a union representative in his behalf, to the Manager-Labor Relations. When the appeal is transmitted by United States mail, the date of mailing as indicated by the postmark or other Post Office record will be considered the date of appeal. Unless decision is received from the Manager-Labor Relations within thirty (30) calendar days from date discussed it will be considered his decision is denial. If the case is not adjusted satisfactorily it may then be handled by the employee or by a union representative with the Senior Director-Labor Relations. If the Senior Director-Labor Relations does not make a decision within sixty (60) calendar days of the date of discussion with him the case shall be considered denied.

When an employee lists a case with the Manager-Labor Relations, or Senior Director-Labor Relations, the union representative will be furnished a copy of the letter, addressed to the employee, setting meeting date and place for discussion of such case.

7-A-3. The following form (Request for Adjustment of Grievance) will be recognized by the Company when used by an employee, or a union representative, for the presentation of a claim or grievance up to and including the Manager-Labor Relations. The use of such form shall not be compulsory, however, and the written reply of the Company may be made in any form or manner that it desires.
BROTHERHOOD RAILWAY CARMEN OF UNITED STATES AND CANADA and TRANSPORT WORKERS UNION OF AMERICA

Request for Adjustment of Grievance

At ___________________________________________ Point

Name of Employee ___________________________________________

Employee No. ___________________________________________

Occupation ___________________________________________

Name of General Foreman ________________________________________

Date Grievance Presented to General Foreman ______________________

Presented by ___________________________________________

Employee's Statement of Grievance: ________________________________________

________________________________________________________________________

Signature of Employee or Accredited Representative (date)

Disposition of Grievance by General Foreman:

________________________________________________________________________

Signature of General Foreman

Date of Appeal by Employee or Representative to Manager-Labor Relations:

Disposition of Grievance by Manager-Labor Relations:

________________________________________________________________________
7-B-1. The steps in the usual manner of handling disputes growing out of grievances or out of the interpretation or application of agreements, concerning rules, rates of pay, and working conditions shall be, successively, with:

(a) General Foreman
(b) Manager-Labor Relations
(c) Senior Director-Labor Relations

7-B-2. (a) Each Manager-Labor Relations shall meet monthly with the local committee and the Senior Director-Labor Relations shall meet monthly with the union representative for the purpose of disposing, if possible, of matters coming within the purview of the foregoing Regulation 7-B-1, which have been listed at least seven (7) calendar days in advance for discussion at such meetings by either party. These meetings shall be held on dates scheduled in advance.

(b) In addition to "disputes growing out of grievances, or out of the interpretation or application of agreements concerning rates of pay, rules or working conditions", other questions may be presented and handled, in the manner prescribed above, at the monthly meeting.

7-B-3. (a) A submission, in the following form, shall be prepared by the Manager-Labor Relations and the union representative covering a controversial matter not disposed of with the Manager-Labor Relations.

1. Subject (which shall be prepared by the party listing the subject so as to specifically set forth the nature of the controversy, date or dates, name of employee or employees, and the regulation or regulations involved.)

2. Joint Statement of Agreed Upon Facts. If the parties cannot agree upon a Joint Statement of Agreed Upon Facts a separate statement of
facts shall be prepared by each party and included in the Joint Submission.

3. Position of Employees.


(b) In the handling of controversial matters beyond the Manager-Labor Relations, the party desiring to advance the case to the Senior Director-Labor Relations must, within thirty (30) days of the date of conclusive handling by the Manager-Labor Relations, request that a Joint Submission be prepared as provided in paragraph (a) above, or the matter will be considered closed. When such request has been made, the preparation of the Joint Submission will be discussed at the next regularly scheduled monthly meeting held by the Manager-Labor Relations, and at the next succeeding regularly scheduled monthly meeting held by the Manager-Labor Relations the parties will exchange their respective Positions and Statements of Facts (if separate Statement of Facts are prepared) that are to be used in the Joint Submission.

If the exchange of the respective Positions and Statement of Facts is not accomplished as provided in the foregoing paragraph, unless the parties have agreed on an extension of time, either party may then make a separate Submission in the case to the Senior Director-Labor Relations.

7-B-4. All disputes growing out of interpretation or application of agreements concerning rules, rates of pay and working conditions shall be barred unless within six (6) months from the date of conclusive handling by the Senior Director-Labor Relations proceedings are instituted by the designated representative of the unions or the Senior Director-Labor Relations under Public Law 89-456 or the individual employee institutes proceedings before the National Railroad Adjustment Board.

7-B-5. In addition to "disputes growing out of grievances, or out of the interpretation or application of agreements concerning rates of pay, rules or working conditions," other questions may be presented and handled in the manner prescribed above, at the monthly meeting.
REGULATION NO. 8--MISCELLANEOUS

8-A-1. (a) A place shall be provided in all shops and enginehouses, where, under lock and key, Company notices affecting shop operation shall be posted.

(b) A place shall be provided in all shops and enginehouses, where, under lock and key, union representatives may post notices of interest to the employees.

No notice shall be posted without the permission of the shop management.

8-B-1. No employee injured at work shall be required to make a statement until he has received proper medical attention. A union representative of an injured employee may, if he so desires, and the injured employee has no objection, remain with the injured employee until medical attention has been given. Such representative when he accompanies an injured employee shall do so without compensation from, nor expense to, the Company, with the further understanding that he will not interfere with, nor disrupt, the Medical Department procedures or the prompt rendering of medical attention, and that he shall be subject to any and all limitations imposed by the medical officer or attending physician who is treating the injured employee or such limitations or restrictions as may be imposed by the medical facility at which the injured employee is being treated.

8-B-2. All yards and shops shall have first-aid kits on the premises. Said first-aid kits shall be kept in proper condition and inspected weekly.

8-B-3. (a) Employees who are qualified to render first aid shall be available at shops, yards and enginehouses.

(b) Notice shall be posted at all shops, yards and enginehouses, showing location of first aid equipment; name, address and phone number of Medical Examiners and Company Surgeons; and the location and phone number of hospitals and ambulance service.

8-C-1. (a) Employees shall not be required to furnish their privately owned automobiles for Company use.

(b) Employees requested to and using their private automobiles for Company business shall be allowed mileage made for use thereof in accordance with the mileage rate established by the Company.
8-D-1. Employees shall be paid off during their regular working hours, bi-weekly, except where existing State laws require a more frequent paying off condition. Should the regular payday fall on one of the holidays specified in Regulation 4-C-2, or on days when the shops are closed down, men shall be paid on the preceding day.

8-D-2. Where there is a shortage equivalent to one day’s pay or more in the pay of an employee, a voucher shall be issued upon request to cover the shortage.

8-D-3. Employees leaving the service of the Company shall be furnished within twenty-four (24) hours after leaving the service, if their service is at a point where vouchers are issued, with a time voucher covering all time due.

If their service is not at such a point, the voucher shall be furnished within forty-eight (48) hours (Saturdays, Sundays, and Holidays excepted), or earlier when possible.

8-D-4. During inclement weather, provision shall be made where buildings are available, to pay employees under shelter.

8-E-1. The Company shall furnish good drinking water, and ice if necessary. Drinking fountains shall be maintained in a sanitary and serviceable condition. The Company shall keep pits, floors, lockers, toilets, washrooms and lunchrooms, in good repair and in a clean, dry and sanitary condition.

8-E-2. Shops, locker rooms, washrooms and lunchrooms shall be lighted and heated in the best manner possible, consistent with the source of heat and light available at the point in question.

8-E-3. The Company shall, upon request, provide water and acid repellent clothing to employees engaged in the following work:

Cleaning manholes, pits and sumps; handling acid; handling storage battery elements; repairs to water mains and tunnel sumps; wrecking; cleaning of cars and locomotives when caustic or similar solution is used; locomotive washing machine operation; locomotive boilerwashing operation; lye vat operation.

Spark protective clothing must be furnished by the Company to employees engaged in all welding and cutting;
leather gloves to welders; asbestos or leather gloves to employees who are required to handle hot tools or materials and to employees required to do cutting or burning with acetylene gas and oxygen; rubber gloves to employees who are required to work on high voltage circuits. Protective clothing shall be furnished to employees engaged in car foaming.

In the event atomic waste material is handled, necessary protective clothing shall be furnished the employees.

This clothing will be in custody of the General Foreman of the job assignment.

8-F-1. (a) 1. Except as otherwise provided in this regulation, wreck crews including Wreck Derrick Engineers, shall be composed of employees of the Carman Craft.

2. Where, on the effective date of this Agreement, established wrecking crews were composed of other than employees covered by this Agreement, such practice may be continued and shall not be considered as a violation of this Agreement.

3. When a new wreck train or wrecking crew is established at any location, it will be manned by employees of the Carman Craft to the extent that qualified employees of that Craft are available at the location at the time the wreck crew is established. The provisions of this paragraph will not apply if the new wreck train or wreck crew is a substitution for a wreck train or wrecking crew previously manned by other than Maintenance of Equipment Department employees.

(b) 1. When a Maintenance of Equipment Department wreck train is used for wrecks outside of CT yard, shop or enginehouse territory, all members of the crew assigned to such wreck train will be called to perform the wreck service. If a wreck truck or over-the-road crane is used in lieu of a wreck train it shall be manned by members of the established wreck train crew as are needed for which the wreck truck or over the road crane is substituted.

2. For wrecks or derailments inside CT yard, shop, or enginehouse territory, involving the use of part or all of such wreck train, including wreck trucks and over-the-road wreck cranes, only such members of the wreck crew as are needed will be called to perform the wreck service.
3. For all other than wrecking service, involving the use of part or all of the wreck train or its equipment or wreck truck or over-the-road wreck crane, only such members of the wreck crew as are needed will be called.

4. The foregoing provisions of 8-F-1 (b) 1, 2 and 3 are not applicable at locations where there is established by advertisement an assigned crew, or crews to man a wreck truck or over-the-road wreck crane in lieu of a wreck train.

5. In the event other than Company owned equipment is used for wrecks, or for other than wrecking service, such available members as are deemed needed by management of the regular wreck train crew, wreck truck crew, over-the-road wreck crane crew and extra wreck list in this order, or as may be otherwise agreed to locally, will be called to perform ground service (not operating) with the other than Company owned equipment.

(i) If all members of the crew assigned to wreck train, wreck truck, over-the-road crane and the extra wreck list have been called and additional ground men are required, the use of other than employees covered by this Agreement is permissible.

(c) For minor derailments (not requiring the use of a wreck train, wreck truck or over-the-road wreck crane) occurring in C.T. yard, shop or enginehouse territory where Maintenance of Equipment Department wreck crews are maintained and when the Engine and Train service crew manning the derailed equipment requires assistance in re-railing equipment, such members of the regular wreck crew as are needed will be called to render the necessary assistance. For such minor derailments occurring at other points other qualified Carmen may be used in lieu of regular wreck forces to render such assistance.

(d) From time ordered to leave home station until his return, all time working, waiting and traveling incident to wreck service outside of the recognized straight time hours will be paid for at the time and one-half rate except that double time will be allowed for time beyond 16 hours in the same 24-hour period computed from the starting time of the employee's regular shift.

(e) By mutual understanding between the local representative(s) and the local carrier officer, subject to the approval of the Senior Director-Labor Rela-
tions, the Director-Railroad Division and the involved General Chairman, territories covering the use of wreck train crews, wreck truck crews and over-the-road crane crews shall be established based upon the service requirements.

(f) Extra wrecking lists will be established to cover each wrecking territory. These lists will be comprised of any qualified carmen assigned to car shop operations (unless otherwise agreed to locally), who desire to participate in extra wreck service.

(g) It is understood, except through the application of paragraph (e), that the adoption of this rule will not be used as the basis for reducing the present number of carmen positions assigned to wreck train, wreck truck or over-the-road wreck crane crews.

8-G-1. No employee shall be required to work under a locomotive, derrick, car, elevator, or mould without proper protection.

When the nature of the work to be done requires it, locomotives, derricks, or passenger cars shall be placed over a pit, if available.

8-G-2. (a) Employees who have been working on hot work shall not be required to work on cold work until given sufficient time to cool off.

(b) Not more than one oxy-acetylene welder or cutting operator or electric operator shall be required to work in firebox or shell of boiler at the same time unless proper ventilation is provided.

8-H-1. (a) The parties to this Agreement pledge to comply with Federal and State Laws dealing with non-discrimination against any employee. This obligation to not discriminate in employment includes, but is not limited to placement, upgrading, transfer, demotion, rates of pay or other forms of compensation, selection for training including apprenticeship, lay-off or termination.

(b) Wherever words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply.
(c) The Company shall not discriminate against any of its employees who are selected as representatives of the unions who from time to time represent other employees; nor shall the Company discriminate against any employee for testifying on behalf of other employees. Representatives of the unions will be granted leave of absence when delegated to represent other employees.

Where practicable, conferences between local officials and local committees will be held during regular working hours without loss of time to committeemen, and when payment for such time is made, such time will be considered as compensated service for both vacation and holiday qualifying time.

It is understood that the foregoing paragraph shall apply to the regularly scheduled monthly meetings with the Manager-Labor Relations, but that not more than two (2) committeemen for each local committee will be paid for time lost attending such meetings.

8-1-1. (a) When the requirements of the service will permit, an employee will be granted leave of absence under reasonable circumstances, but he must make written application in duplicate to the Company official in charge, who will forward one (1) copy to the appropriate union representative.

If renewal is desired, written application in accordance with the foregoing requirements will be made prior to the expiration of the leave of absence previously granted.

(b) An employee while on leave of absence, who engages in work not covered by this Agreement, will forfeit his seniority unless special arrangements have been made with the Manager-Labor Relations and the appropriate union representative.

(c) Leave of absence will be granted to any employee elected or appointed to a public office, for which a competitive examination is not required, subject to approval of the Manager-Labor Relations and the appropriate union representative.

(d) An employee elected or appointed as a full time union representative will be granted a leave of absence.

(e) Employees who have opportunity to take employment with a government agency, which handles rail-
road matters, will be granted leave of absence, subject to approval of the Manager-Labor Relations and the appropriate union representative.

(f) An employee covered by this Agreement who is transferred by the Company to a position not covered by this Agreement, in a category lower than that of supervisory rank, shall not be considered as excepted from the maintenance of membership requirements of the Union Shop Agreement. The Company will furnish the interested union representative with the names of employees so transferred.

8-1-1. An employee detained from work for any cause must notify his General Foreman as soon as possible.

8-J-1. (a) Except as provided in paragraph (c) below, periodical physical examinations shall be given during the employee's regular tour of duty, when practicable to do so, without loss of compensation to the employee.

(b) Examinations required of an employee returning from furlough or from a leave of absence, need not be given during the employee's regular tour of duty.

(c) When it is not practicable to give periodical physical examination during the regular tour of duty, employees shall not be paid for the time engaged in connection with examinations or reexaminations given outside the hours of their regular tours of duty.

(d) Examinations required of an employee returning from absence caused by sickness or disability shall be given, when practicable, during the employee's tour of duty without loss of compensation to the employee.

8-K-1. When an employee has been removed from his position on account of his physical condition and the Director-Railroad Division or the General Chairman desires the question of his physical fitness to be finally decided before he is permanently removed from his position, the case shall be handled in the following manner:

The Director-Railroad Division or the General Chairman shall bring the case to the attention of the Senior Director-Labor Relations. The Senior Director-Labor Relations and the Director-Railroad Division or the General Chairman shall each select a doctor to represent them, each notifying the other of the name and address of the doctor selected. The two doctors thus selected shall confer and appoint a third doctor.
Such Board of Doctors shall fix a time and place for the employee to meet them. After completion of the examination they shall make a full report in triplicate, one copy to be sent to the Senior Director-Labor Relations, one copy to be sent to the Medical Director, and one copy to be sent to the Director-Railroad Division or General Chairman.

The decision of the Board of Doctors setting forth the employee's physical fitness and their conclusions as to whether he meets the requirements of the Company's physical examination policy shall be final, and shall be placed into effect within ten (10) days after the date on which the report is received by the Senior Director-Labor Relations. In the event of a future physical change in the condition of the employee, either the Senior Director-Labor Relations or the Director-Railroad Division or General Chairman may, at a later time, begin proceedings for further examination of the employee by another Board of Doctors.

The doctors selected for a Board shall be experts in the disease or injury from which the employee is alleged to be suffering, and they shall be located at a convenient point so that it will be necessary for the employee to travel a minimum distance, and if possible not be away from home longer than one day.

The Company and the organization shall each defray the expenses of their respective appointees. At the time their report is made, a bill for the fee and traveling expenses, if there are any, of the third appointee should be made in duplicate one copy to be sent to the Company Medical director and one copy to the Director-Railroad Division or General Chairman. The Company and the organization shall each pay one-half of the fee and traveling expenses of the third appointee.

REGULATION NO. 9--VACATIONS

9-A-1. The "National" Vacation Agreement of December 17, 1941, as amended, and agreed-upon Interpretations thereon, between certain Eastern, Western and Southeastern carriers and their employees represented by various cooperating railroad labor organizations shall apply to the employees covered by this Agreement.
REGULATION NO. 10--NOTICE OF CHANGES

10-A-1. This Agreement, which includes the Appendices, shall become effective September 1, 1977. If a revision is desired by either the Company or the designated representative of the unions, thirty (30) days' notice in writing, of the modifications desired, shall, except as otherwise provided in Regulation 9-A-1, be given by the party to this Agreement desiring said modifications and a meeting to negotiate said proposed modifications shall be held as soon as practicable after the expiration of the thirty (30) days.


TRANSPORT WORKERS UNION
OF AMERICA

/s/ Albert Terriego
Director-
Railroad Division

/s/ Robert W. McManus
Member-Negotiating Committee

/s/ James F. Sherlock
Member-Negotiating Committee

/s/ B. E. Porta
Member-Negotiating Committee

/s/ John Wilson
Member-Negotiating Committee

/s/ J. M. Sara
Member-Negotiating Committee

CONSOLIDATED RAIL CORPORATION

/s/ A. E. Egbers
Vice President-
Labor Relations

/s/ J. R. Walsh
Senior Director-
Labor Relations

/s/ G. F. Bent
Director-Labor Relations
BROTHERHOOD RAILWAY CARMEN
OF UNITED STATES & CANADA

/s/ O. W. Jacobson
General President

/s/ C. C. Bevins
Vice President

/s/ Henry R. Kwiatkowski
General Chairman

/s/ Paul R. Yeager
General Chairman

/s/ C. B. Prutzman, Jr.
General Chairman

/s/ Robert L. Shoemaker
General Chairman

/s/ R. Entler
General Chairman

/s/ E. Burnside
General Chairman

/s/ P. Poto
General Chairman

/s/ Alexander Leshik
General Chairman
RATE SCHEDULE
CARMAN CRAFT
(Effective January 1, 1981)

MECHANICS

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<thead>
<tr>
<th>GRADE</th>
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HELPERS

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COACH CLEANERS

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APPRENTICES

(To be established in connection with Regulation 5-G-1)

ENTERING RATES

MECHANICS

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<tr>
<th>Year</th>
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<td>Second Year</td>
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HELPERS

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<th>Year</th>
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<th>RATE*</th>
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<tbody>
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<td>First Year</td>
<td>7.64</td>
<td>8.22</td>
</tr>
<tr>
<td>Second Year</td>
<td>8.14</td>
<td>8.72</td>
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</table>
COACH CLEANERS

First Year - $ 7.34 $ 7.92
Second Year - 7.81 8.39

(Prior service in the craft will be credited)

* Rate includes 58 cents Cost-Of-Living Adjustment as of January 1, 1981.

DIFFERENTIALS

LEADERS

A differential of 12 cents per hour above the rate of their assignments will be paid to Carmen who, in addition to performing the work of their craft, also perform duties such as directing movements over inspection pits, direct dispatchment of locomotives, assign men in classification yards or outlying engine terminals.

WELDERS

A differential of 12 cents per hour above the rate of their assignment will be paid to mechanics who also perform welding.
Locomotive Inspection Grade — Certificate to report required by Federal
Mechanics and inspectors to inspect and test locomotives

Measures, including the preparation of and

bench work (wood), must be capable of working from drawings.

Operating pattern at various machines.

Men qualified to complete pattern from drawings, who are tough and

by employees only.

Men regularly assigned to this work and responsible for accuracy of

operations.

Men qualified to determine time and methods to perform any and all

tasks, including the maintenance of engines oflok's

of any special work (including the maintenance of engines oflok's

C.G.R. station agents, station agents to maintain Michigan, English

standarized drop, office of station agents)

apply to

performing or making use of any machine or for the

formulas of specifications), the development and making of parts to

match the regular mixing of parts to

men of high grade skilled when assigned to develop formulas for the

EXPLANATION

of Car-Man Mechanic

Appendix "B"

GRADED WORK CLASSIFICATION

Pedestal Locomotive Certification

Student and Learning

Craftsmanship and Production

Laying out

Time Setting and Line Studying

C.G.R.

C.G.R.

C.G.R.

C.G.R.
EXPLANATION OF CARMEEN MECHANICS (cont.)

Appendix 11
<table>
<thead>
<tr>
<th>GRADED WORK CLASSIFICATION</th>
<th>EXPLANATION</th>
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</thead>
<tbody>
<tr>
<td>Passenger truck building and repairing.</td>
<td>Includes aligning pedestals and squaring trucks, applying generator supports and similar work, and removing and replacing trucks. Applying and removing generators and adjusting mechanism.</td>
</tr>
<tr>
<td>Operating power presses.</td>
<td>All work that may be assigned to machines specified.</td>
</tr>
<tr>
<td>Operating automatic punch (first operator.)</td>
<td>All new and repair work, including cabin cars, hand cars, motor cars, lever cars and trucks; applying composition flooring in cabin cars; brush painting, including lettering or numbering with stencils; all types of car roofing; all piping, including cleaning of air brakes; refrigerator car insulating and padding, operating power riveter; and derrick engineers.</td>
</tr>
<tr>
<td>Freight car work.</td>
<td>All work that may be assigned to machine specified.</td>
</tr>
<tr>
<td>Operating travograph.</td>
<td>Wooden or steel pilots, wooden bumper beams, wooden running boards and wooden or steel underframe tender work; all tender truck and boiler lagging work; wooden floors on all tenders.</td>
</tr>
<tr>
<td>Operating radiograph.</td>
<td>Brush painting passenger car underframes, passenger car trucks, passenger car and cabin cars. All sand blast work.</td>
</tr>
<tr>
<td>Operating pneumatic press.</td>
<td>All passenger car inspecting work; repair work that may be connected therewith, except work covered by Grade “E”</td>
</tr>
<tr>
<td>Locomotive work.</td>
<td>All freight car inspecting work, repair work that may be connected therewith, or any work assigned when not engaged in inspecting work.</td>
</tr>
<tr>
<td>Underframe and truck painting. (Passenger.) Sand blasting.</td>
<td></td>
</tr>
<tr>
<td>Passenger car inspecting.</td>
<td></td>
</tr>
<tr>
<td>Freight car inspecting.</td>
<td></td>
</tr>
</tbody>
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*Fully qualified mechanics’ work.*
<table>
<thead>
<tr>
<th>GRADED WORK CLASSIFICATION</th>
<th>OF CARMEN MECHANICS (Cont'd)</th>
</tr>
</thead>
<tbody>
<tr>
<td>*F—Grade (cont’d.)</td>
<td>EXPLANATION</td>
</tr>
<tr>
<td>Removing paint and varnish.</td>
<td>Either by burning or with remover.</td>
</tr>
<tr>
<td>Rubbing.</td>
<td>Rubbing for surface.</td>
</tr>
<tr>
<td>Buffing and lacquering.</td>
<td>Cleaning, buffing and lacquering.</td>
</tr>
<tr>
<td>Operating punches and shears in shaping and forming.</td>
<td>All work in shaping and forming on the machine specified. (Not assistants or helpers.)</td>
</tr>
</tbody>
</table>

*Fully qualified mechanics’ work.
APPENDIX "C"

MEMORANDUM OF UNDERSTANDING IN CONNECTION WITH THE AGREEMENT EFFECTIVE SEPTEMBER 1, 1977 BETWEEN CONSOLIDATED RAIL CORPORATION AND THE TRANSPORT WORKERS UNION OF AMERICA AND BROTHERHOOD RAILWAY CARMEN OF THE UNITED STATES AND CANADA.

1. The Schedule Agreements of the former component railroads and all amendments, supplements and appendices to these agreements (including so called National Agreements, with the exceptions of those listed below) and all other previous agreements which are in conflict with the Agreement effective September 1, 1977, are terminated insofar as they apply to employees of the Carmen Craft:


D. Article V of the Agreement of August 19, 1954, and memorandum of the same date providing for the establishment of a plan for group hospital, surgical and medical insurance and subsequent agreement provisions amending that plan.

2. This Agreement also cancels agreements in effect on the former Ann Arbor. However, the provisions of this Agreement shall apply to the extent Consolidated Rail Corporation may be required by a State or other subsidy to operate certain lines of railroads not conveyed to the Consolidated Rail Corporation. This Agreement does not apply on the Raritan River Railroad or the Merchants Despatch Transportation Corporation which are being operated as subsidiaries.

3. The Implementing Agreements of July 23, 1975; October 21, 1975 and December 5, 1975 (as amended on April 21 and May 28, 1976), except Article VII, between the Transport Workers Union and Brotherhood Railway Carmen of the United States & Canada and Consolidated Rail Corporation remain in effect.
4. The Classifications of Work for the various shop crafts as agreed to on September 12, 1960, by the T.W.U., former System Federation 152 and the former Pennsylvania Railroad as well as paragraph 7 of the "Memorandum of Understanding in Connection with the Agreement of September 12, 1960..." involving jurisdictional disputes and the so-called "Kendall letter" of December 20, 1960 remain in effect insofar as they apply to jurisdictional questions on the property of the former Pennsylvania Railroad.

5. (In connection with repairs involving major emergencies)

It is understood between the parties to this Agreement that major emergencies in repair work as referred to in Article III hereof, does not include situations created by deferred maintenance of equipment.

6. (In connection with the paragraph in Article III with regard to work in connection with facilities or equipment not owned by the Company)

It is understood that where provisions of contracts in existence on the effective date of the Agreement with regard to the performance of work on facilities or equipment not owned by the Company are in conflict with limitations on contracting of such work contained in the Agreement, such existing contract provisions will be honored but may not be renewed by the Company.

7. (In connection with notification to the organization of proposed contracts with outside concerns)

It is understood and agreed that the opportunity to discuss a proposed contract by the Company in accordance with Article III shall be exercised promptly by the designated representative of the unions after notification by the Company and will not be used for purposes of delay.

8. (In connection with Regulation 2-A-4)

The term "location" as used in Regulation 2-A-4 means a complete facility, such as a CT Yard or car shop, except if any such facility has less than 20 Carmen it may be combined with the nearest facility to constitute a "location". In the event such facilities are combined, the advertisement of the designated positions will so indicate. Before facilities are combined, the local union committee will be
consulted. (It is understood that incumbents of designated position will report and relieve at their advertised headquarters)

It is understood that at Altoona Works, Reading and Meadville Shops, where production-line operations exist, the designated force under Regulation 2-A-4 will be advertised under Regulation 2-A-1 (a) with major duty of other than production line work.

9. Contracts with outside concerns in effect as of the date of this Agreement on other than former PC territory which are in conflict with this Agreement may be continued but not renewed.

10. Nothing in the agreement effective September 1, 1977, shall be construed in any manner to supersede the provisions of Title V of the Regional Rail Reorganization Act of 1973, as amended.
PROCEDURE FOR THE EXPEDITED HANDLING OF DISPUTES UNDER ARTICLE VII OF THE AGREEMENT EFFECTIVE SEPTEMBER 1, 1977 REGARD TO THE CONTRACTING OF WORK TO OUTSIDE CONCERNS

1. It is understood by the parties that disputes with regard to the following matters shall be given expedited handling:

   (a) Disputes with regard to arrangements by the Company for exchange with the manufacturer of locomotive units, components or parts.

   (b) Disputes with regard to arrangements by the Company with outside concerns for rebuilding or upgrading cars.

   (c) Disputes with regard to arrangements by the Company with outside concerns for repairs in major emergencies.

   (d) Other disputes with regard to arrangements by the Company with outside concerns for the performance of a substantial volume of work specified in Article V of the Agreement.

2. Disputes covered by paragraph 1 above, when they arise, may be handled promptly by the designated representative of the unions and Senior Director-Labor Relations, without the necessity for preliminary handling by either party at a lower level, and shall be subject to the procedure set forth in paragraph 3 below.

3. Procedure:

   (a) The expedited handling of a dispute may be initiated by the designated representative of the unions or Senior Director-Labor Relations, by written notice to the other parties to the Agreement.

   (b) A meeting to discuss the dispute will be held as promptly as possible and in no event later than ten (10) days after such written notice is received by the parties. The decision of the Senior Director-Labor Relations will be made in writing promptly and in no event later than ten (10) days after such meeting.

   (c) If the decision of the Senior Director-Labor Relations is unsatisfactory, the party taking exception thereto may within ten (10) days from the date of the
Senior Director's decision notify the other party in writing of intention to appeal the decision to a neutral person for hearing and decision; if such notice is not given, the decision of the Senior Director—Labor Relations shall be final and binding on all the parties.

(d) Upon receipt of notice of intention to appeal a dispute to a neutral, the parties will attempt to agree upon a neutral person to hear and decide the dispute. If such agreement is not reached within ten (10) days, either party may ask the National Mediation Board to appoint a neutral person to hear and decide the dispute.

(e) After the neutral person has been agreed upon or appointed by the National Mediation Board, he shall hear and decide the dispute within thirty (30) days. The parties may present oral or written evidence, or both, for consideration in the determination of the dispute. The decision of the neutral person shall be final and binding upon the parties.

(f) The time limits set forth in this paragraph 3 may be extended only by written agreement of the parties involved in the dispute.

4. If is further understood that the procedure for expedited handling is to be applicable only to disputes covered by paragraph 1 of this memorandum involving substantial monetary claims appropriate for such handling.
PROVISIONS GOVERNING THE USE OF ELECTRIC HAND LANTERNS

1. The use of approved electric hand-lanterns by Car Inspectors and Oilers will be permitted.

2. Car Inspectors and Oilers will be furnished electric hand-lanterns by the Company upon depositing with the Company the sum of $4.00 each.

3. Deposit for lanterns may be made by Car Inspectors and Oilers by depositing cash therefor or by signing a deduction order for the amount to be deducted from their pay checks on the current payroll.

4. When a Car Inspector or Oiler leaves the service either voluntarily, by discharge or by death, or those retaining employee relationship but not in active railroad service, the lantern may be returned to the Company whereupon the amount of deposit made when the lantern was issued shall be refunded to him or his estate or heirs.

5. Replacement of lanterns issued by the Company will be made by the Company without cost to the employee under the following conditions:

   A. When lantern is worn out or damaged in the performance of railroad service, upon return of the lantern.

   B. When stolen while employee is on duty, when not due to neglect on part of employee.

   C. When destroyed in the performance of duty.

6. Car Inspectors and Oilers are not required to purchase lantern from the Company but may purchase it from other sources of their own choice, provided, however, that any lantern so purchased must conform with the standard prescribed by the Company.

7. The Company will maintain at convenient locations a supply of batteries and bulbs to be drawn by Car Inspectors and Oilers as needed to replace worn out or broken batteries and bulbs, without cost to the employees.

8. In the event that due to conditions beyond the control of the Company, the Company is unable to obtain a
sufficient quantity of such electric-lantern batteries or bulbs for the purpose set forth herein, the Company shall thereby be relieved of compliance with the above provisions to the extent that such inability makes it impossible to comply therewith.
PROCEDURE FOR THE TERMINATION OF SENIORITY

The seniority of employees coming within the scope of the Agreement entered into by and between the Consolidated Rail Corporation and its employees in the Maintenance of Equipment Department represented by the Transport Workers Union of America and Brotherhood Railway Carmen of United States and Canada shall be terminated as follows:

1. Each employee who reaches the age of seventy (70) subsequent to December 31, 1979, shall have his seniority terminated effective the last day of the month in which his 70th birthday occurs, or on June 30th of the year in which his 70th birthday occurs, whichever is the later.

2. Employees whose seniority has been terminated under the provisions of this procedure shall not be reemployed by the Company for service within the Carmen Craft.

3. Neither this procedure, nor any provision contained herein, nor any application thereof, shall be considered or used as a basis for any time or money claim against the Company.
THIS AGREEMENT IS ENTERED INTO THIS 8TH DAY OF JULY 1977,
BY AND BETWEEN CONSOLIDATED RAIL CORPORATION AND ITS EM-
PLOYEES IN THE MAINTENANCE OF EQUIPMENT DEPARTMENT REPRE-
SENTED BY THE TRANSPORT WORKERS UNION OF AMERICA AND
BROTHERHOOD RAILWAY CARMEN OF UNITED STATES AND CANADA.

IT IS AGREED:

ARTICLE I - UNION SHOP

1. Subject to the terms and conditions hereinafter set forth all employees of the Company who are covered by all rules and working conditions agreement between the Company and the unions and while assigned to positions which come within the scope of that agreement shall, as a condition of their continued employment subject to such agreement, be governed by the following:

2. An employee in the service of the Company on the effective date of this Agreement, who is on such date a member of one of the unions through voluntary membership, will satisfy the requirements of Paragraph 1 hereof by retaining such membership during the period he is assigned to a position referred to in Paragraph 1 hereof, or during the period this Agreement remains in effect, whichever is shorter.

3. An employee assigned to a position included within the Scope of this Agreement, as provided in Paragraph 1 hereof, in the service of the Company on the effective date of this Agreement, who is not on such date a member of one of the unions, will satisfy the requirement of Paragraph 1 hereof by acquiring membership in one of the unions within sixty (60) calendar days of the effective date of this Agreement and thereafter retains membership during the period he is assigned to a position referred to in Paragraph 1 hereof, or during the period this Agreement remains in effect, whichever is shorter.

4. A person not in service of the Company on the effective date of this Agreement and who thereafter is assigned to a position included within the Scope of this Agreement, as provided in Paragraph 1 hereof, will satisfy the requirements of that paragraph by acquiring membership in one of the unions within sixty (60) calendar days of the date such employee is assigned to such position and by thereafter retaining membership during the period such
employee is so assigned, or during the period this Agreement remains in effect, whichever is shorter.

5. Nothing in this Agreement shall require an employee to become or remain a member of one of the unions if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if membership is denied or terminated for any reason other than the failure of the employee to tender periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in one of the unions. The dues, initiation fees, and assessments referred to herein means indebtedness accruing for these items following the effective date of this Agreement.

6. Every employee, as referred to in Paragraph 1 hereof, shall be considered by the Company either to be a member of one of the unions as provided for herein, or as having been denied membership in one of the unions signatory hereto, unless the Company is advised to the contrary in writing by one of the unions. The involved union shall be responsible for initiating action to enforce the terms of this Agreement.

7. (a) An employee promoted to an official or other position not included within the Scope of this Agreement as provided in Paragraph 1 hereof, who retains and/or accumulates seniority under the provisions of the rules and working conditions agreement, will not, while so assigned, have such seniority terminated by reason of any of the provisions of this Agreement.

(b) An employee assigned to a position not included within the Scope of this Agreement as provided in Paragraph 1 hereof, who retains and/or accumulates seniority under the provisions of the rules and working conditions agreement, will not, while so assigned, have his seniority terminated by reason of any of the provisions of this Agreement.

8. An employee furloughed due to reduction of force, or who is off duty by reason of sickness, or leave of absence who retains and/or accumulates seniority under the provisions of the rules and working conditions agreement will not have such seniority terminated by reason of any of the provisions of this Agreement.
9. The seniority status and rights of an employee furloughed to serve in the Armed forces shall not be terminated by reason of any of the provisions of this Agreement.

10. An employee retired on disability annuity under the Railroad Retirement Act at an age earlier than sixty-five (65) and who retains seniority until he reaches the age of sixty-five (65) shall not have his seniority status and rights terminated by reason of any of the provisions of this Agreement.

11. (a) The involved union shall be responsible for filing notice with the Company concerning an employee who failed to comply with the membership requirements of this agreement, and unless notified to the contrary by the union, an employee will be considered by the Company as having fulfilled the requirements of this Agreement.

(b) The designated official of the involved union will furnish to the appropriate Manager-Labor Relations written notice, in duplicate, showing the name, title, roster number, and seniority district of each employee who has failed to comply with the membership requirements of this Agreement.

12. (a) Within five (5) calendar days from date the Manager-Labor Relations receives notice provided for in Paragraph 11 (b), the Manager-Labor Relations shall transmit the designated official's notice to the employee named therein, and furnish to the designated official a copy of the transmittal letter.

(b) An employee will be considered notified if the designated official's notice has been sent to his last known address through certified United States mail with return receipt requested.

(c) Fifteen (15) calendar days from the date the Manager-Labor Relations mailed the notice to the employee, as provided in Paragraph 12 (a) hereof, the said employee's seniority shall be terminated, unless notice is withdrawn by the involved union in the interim, or request for hearing is filed by the employee in accordance with the provisions of Paragraph 13 (b) hereof.

13. (a) Rules pertaining to discipline and appeals of the rules and working conditions agreement between the
Company and the unions, are inapplicable to the termination of seniority provided for in this Agreement.

(b) An employee notified in accordance with the provisions of Paragraph 12 (a), that he has failed to comply with membership provisions of this Agreement, may file a written request with his Manager-Labor Relations for a hearing; to receive consideration, such request must be received by the Manager-Labor Relations within ten (10) calendar days from the date the Manager-Labor Relations mailed the notice to the employee.

Receipt by the Manager-Labor Relations of notice from an employee that he wishes to dispute the charge that he has failed to comply with the membership requirements of this Agreement shall operate to stay action on the termination of his seniority pending final decision for a period of ten (10) days thereafter. In any event, such termination will not be required to be effective until such time as a qualified employee for him is available through the normal process, but in no event shall such period exceed thirty (30) days from date of final decision.

(c) The hearing referred to in Paragraph 13 (b) shall be held within ten (10) calendar days from the date request is received by the Manager-Labor Relations; the employee shall be notified of the place and time fixed for the hearing and copy of such notification shall be furnished the designated official, and the union may be represented at the hearing.

Such hearing shall be confined exclusively to the question of the employee's compliance with the membership provisions of this Agreement. The employee will be required at this hearing to furnish substantial proof of his compliance with the provisions of this Agreement.

(d) The decision of the Manager-Labor Relations shall be rendered within five (5) calendar days of the hearing and shall be final, unless appeal therefrom is taken as provided in Paragraph 13 (f) hereof. The designated official shall be furnished with a copy of the decision.

(e) When the Manager-Labor Relations's decision confirms findings that the employee failed to comply with the provisions of this Agreement, such employee's seniority shall be terminated five (5) calendar days after date of Manager-Labor Relations's decision, except receipt by
the Manager-Labor Relations of notice of appeal as provided in Paragraph 13 (f) hereof, shall operate to stay action on the termination of such employee's seniority pending final decision. In any event, such termination will not be required to be effective until such time as a qualified employee is available for him through the normal processes, but in no event shall such period exceed thirty (30) days from date of final decision.

(f) In the event either the employee or the involved union desires to dispute the decision of the Manager-Labor Relations and so advises the Manager-Labor Relations, in writing, within ten (10) calendar days from the mailing date of the Manager-Labor Relation's notice, such dispute shall be submitted to a neutral arbitrator, to be selected by the National Mediation Board, whose decision as to whether or not the employee has complied with the membership requirements of this Agreement shall be final and binding. All fees, salary and expenses of the neutral arbitrator shall be borne equally by the Company and the involved union.

14. Employees whose services are terminated for non-compliance with the provisions of this Agreement shall be regarded as having terminated their employee relationship for all vacation purposes.

15. An employee dropped from the service account of non-compliance with the provisions of this Agreement shall not thereafter be restored to the service except as a new employee, or except as provided for in Paragraph 16 hereof.

16. If any employee is released from the service for non-compliance with the provisions of this Agreement and such release is subsequently determined to be improper, unlawful or unenforceable, the employee shall be returned to service without impairment of seniority rights.

17. (a) Neither this Agreement nor any provision contained herein shall be used in any manner whatsoever as a basis for a grievance or time or money claim by or on behalf of any employee against the Company; nor shall any provision of any other agreement between the parties hereto be used as a basis for a grievance or time or money claim by or on behalf of any employee against the Company predicated upon any action taken by the Company in applying or complying with this Agreement or upon an
alleged violation, misapplication or noncompliance with any provision of this Agreement.

(b) In the event that seniority in the craft covered by this Agreement is terminated under the provisions of this Agreement, and such termination of seniority is subsequently determined to be improper, unlawful, or unenforceable, the employee whose seniority was so terminated shall be returned to service in said craft without impairment of seniority rights and the unions shall indemnify and save harmless the Company against any and all liability, including wage loss, arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment.

ARTICLE II--DUES DEDUCTION

1. Subject to the conditions herein set forth, the Company will withhold and deduct from wages due employees represented by the Transport Workers Union of America or Brotherhood Railway Carmen of United States and Canada, amounts equal to periodic dues, initiation fees and assessments (not including fines and penalties, nor insurance premiums unless included in the periodic dues) uniformly required as a condition of acquiring or retaining membership in the respective union.

2. No such deduction shall be made except from the wages of an employee who has executed and furnished to the Company a written assignment, in the manner and form herein provided, of such periodic dues, initiation fees and assessments. Such assignment shall be on the form specified in Attachment "A" 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 agreement between the parties hereto, whichever occurs sooner. Current wage deduction assignments executed under former railroad agreements will continue in effect.

3. Additions or deletions of names, or changes in amount, shall hereafter be furnished the Director-Payroll Operations, by the respective union, using a typewritten deduction list in the form and containing such information as is specified in Attachment "B" hereto, on or before the 20th day preceding the month in which the deduction will be made.

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4. Deductions as provided for herein will be made monthly by the Company from wages due employees for the first biweekly pay period (or corresponding period for those paid on a weekly basis) which ends in each calendar month and the Company will pay, by draft, to the order of the respective union the total amount of such deductions on or before the last day of the month following the month in which such deductions are made. With said draft the Company shall return to the respective union a listing identifying the deductions made and not made 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, and Municipal Taxes;
(b) Supplemental Pension;
(c) Other deductions required by law, such as garnishment and attachment;
(d) Amounts due Company;
(e) Contributions to Voluntary Relief Department.

6. Responsibility of the Company under this Agreement shall be limited to remitting to the union amounts actually deducted from the wages of employees pursuant to this Agreement and the Company 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 respective union, and any complaints against the Company in connection therewith shall be handled by the respective union on behalf of the employee concerned.

7. An employee who has executed and furnished to the Company an assignment may revoke said assignment by executing the revocation form specified herein within fifteen (15) days after the end of the year, but 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 agreement between the
parties hereto is terminated, and the re-executed 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 within fifteen (15) days after the end of any such year. Revocations of assignment shall be in writing and on the form specified in Attachment "C" hereto. Attachment A, B and C shall be reproduced and furnished as necessary by the respective union without cost to the Company. The unions 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 Company. Assignment and revocation of assignment forms shall be delivered with the deduction list herein provided for, to the Company not later than the 20th of the month preceding the month in which the deduction or termination of deduction is to become effective.

8. 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 agreement between the Company and the unions 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 of, or noncompliance with, any part of this Agreement.

9. The unions shall indemnify, defend and save harmless the Company from any and all claims, demands, losses or damage resulting from the entering into or complying with the provisions of this Agreement.

This Agreement shall become effective September 1, 1977 and shall remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.


TRANSPORT WORKERS UNION OF AMERICA

CONSOLIDATED RAIL CORPORATION

/s/ Albert Terriego
Director - Railroad Division

/s/ A. E. Egberts
Vice President - Labor Relations
TRANSPORT WORKERS UNION
OF AMERICA

/s/ Robert W. McManus
Member-Negotiating Committee

/s/ James F. Sherlock
Member-Negotiating Committee

/s/ B. E. Porta
Member-Negotiating Committee

/s/ John Wilson
Member-Negotiating Committee

/s/ J. M. Sara
Member-Negotiating Committee

CONSOLIDATED RAIL
CORPORATION

/s/ J. R. Walsh
Senior Director-
Labor Relations

/s/ G. F. Bent
Director-Labor Relations

BROTHERHOOD RAILWAY CARMEN
OF UNITED STATES & CANADA

/s/ O. W. Jacobson
General President

/s/ C. C. Bevins
Vice President

/s/ Henry R. Kwiatkowski
General Chairman

/s/ Paul R. Yeager
General Chairman

/s/ C. B. Prutzman, Jr.
General Chairman
BROTHERHOOD RAILWAY CARMEN
OF UNITED STATES & CANADA

/s/ Robert L. Shoemaker
General Chairman

/s/ Alexander Leshik
General Chairman

/s/ R. Entler
General Chairman

/s/ E. Burnside
General Chairman

/s/ P. Poto
General Chairman
WAGE DEDUCTION AUTHORIZATION

CONSOLIDATED RAIL CORPORATION AND
THE BROTHERHOOD RAILWAY CARME
OF
THE UNITED STATES AND CANADA

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

WORK LOCATION

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

DIRECTOR—PAYROLL OPERATIONS CONSOLIDATED RAIL CORPORATION

I HEREBY ASSIGN TO THE BROTHERHOOD RAILWAY CARME
OF
UNITED STATES AND CANADA THAT PART OF MY WAGES NECESSARY
TO PAY INITIATION FEES, PERIODIC DUES, AND ASSESSMENTS
(NOT INCLUDING FINES & PENALTIES) AS CERTIFIED TO THE
COMPANY BY THE BROTHERHOOD AS PROVIDED IN THE DEDUCTION
AGREEMENT EFFECTIVE SEPTEMBER 1, 1977. AND AUTHORIZE THE
COMPANY TO DEDUCT SUCH SUM FROM MY WAGES AND PAY IT OVER
TO THE BROTHERHOOD IN ACCORDANCE WITH THE DEDUCTION AGREEMENT.

DATE

SIGNATURE

LODGE NUMBER
WAGE DEDUCTION AUTHORIZATION

CONSOLIDATED RAIL CORPORATION AND
TRANSPORT WORKERS UNION OF AMERICA

REGION

DIVISION

EMPLOYEE NUMBER

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

WORK LOCATION

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

DIRECTOR-PAYROLL OPERATIONS CONSOLIDATED RAIL CORPORATION

I HEREBY ASSIGN TO THE TRANSPORT WORKERS UNION OF AMERICA THAT PART OF MY WAGES NECESSARY TO PAY INITIATION FEES, PERIODIC DUES, AND ASSESSMENTS (NOT INCLUDING FINES & PENALTIES) AS CERTIFIED TO THE COMPANY BY THE UNION AS PROVIDED IN THE DEDUCTION AGREEMENT, EFFECTIVE SEPTEMBER 1, 1977. AND AUTHORIZE THE COMPANY TO DEDUCT SUCH SUM FROM MY WAGES AND PAY IT OVER TO THE UNION IN ACCORDANCE WITH THE DEDUCTION AGREEMENT.

DATE SIGNATURE LOCAL NUMBER
DIRECTOR-PAYROLL OPERATIONS, CONSOLIDATED RAIL CORPORATION

Please deduct monthly the amount shown opposite the name of each employee listed beginning with the first bi-weekly pay period (or corresponding period for those paid on a weekly basis). If you have been previously advised to make a deduction from the employee listed, the amount shown will be a correction in the amount to be deducted.

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SUMMARY TOTALS

TOTALS

SIGNATURE

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LODGE NUMBER

ADDRESS
DIRECTOR-PAYROLL OPERATIONS, CONSOLIDATED RAIL CORPORATION

Please deduct monthly the amount shown opposite the name of each employee listed beginning with the first bi-weekly pay period (or corresponding period for those paid on a weekly basis). If you have been previously advised to make a deduction from the employee listed, the amount shown will be a correction in the amount to be deducted.

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SUMMARY TOTALS

SIGNATURE

TITLE

LOCAL NUMBER

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<tr>
<th>WAGE ASSIGNMENT REVOCATION</th>
<th>REGION</th>
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<tr>
<td>CONSOLIDATED RAIL CORPORATION AND THE BROTHERHOOD RAILWAY CARMEN OF UNITED STATES &amp; CANADA</td>
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<tr>
<td>NAME (LAST NAME, FIRST NAME, MIDDLE INITIAL)</td>
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<tr>
<td>WORK LOCATION</td>
<td>EMPLOYEE NUMBER</td>
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<td>HOME ADDRESS (STREET AND NUMBER, CITY, STATE, ZIP CODE)</td>
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**DIRECTOR-PAYROLL OPERATIONS, CONSOLIDATED RAIL CORPORATION**

EFFECTIVE IN THE NEXT CALENDAR MONTH, I HEREBY REVOKE THE WAGE ASSIGNMENT AUTHORIZATION NOW IN EFFECT ASSIGNING TO THE BROTHERHOOD RAILWAY CARMEN OF THE UNITED STATES AND CANADA THAT PART OF MY WAGES NECESSARY TO PAY INITIATION FEES, PERIODIC DUES, AND ASSESSMENTS, AND I HEREBY CANCEL THE AUTHORIZATION.

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<tr>
<th>DATE</th>
<th>SIGNATURE</th>
<th>LODGE NUMBER</th>
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-84-
WAGE ASSIGNMENT REVOCATION

CONSOLIDATED RAIL CORPORATION AND THE
TRANSPORT WORKERS UNION OF AMERICA

NAME (LAST NAME, FIRST NAME, MIDDLE INITIAL)

WORK LOCATION

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

DIRECTOR-PAYROLL OPERATIONS, CONSOLIDATED RAIL CORPORATION

EFFECTIVE IN THE NEXT CALENDAR MONTH, I HEREBY REVOKE
THE WAGE ASSIGNMENT AUTHORIZATION NOW IN EFFECT ASSIGNING
TO THE TRANSPORT WORKERS UNION OF AMERICA THAT PART OF MY
WAGES NECESSARY TO PAY INITIATION FEES, PERIODIC DUES, AND
ASSESSMENTS, AND I HEREBY CANCEL THE AUTHORIZATION.

DATE

SIGNATURE

LOCAL NUMBER
July 8, 1977

Mr. A. A. Terrieo, Vice President - Director
Railroad Division
Transport Workers Union of America
1980 Broadway
New York, N.Y. 10023

Mr. C. C. Bevins, General Vice President
Brotherhood Railway Carmen of United States & Canada
P. O. Box 5454
Roanoke, Virginia 24014

Gentlemen:

In connection with the Single Collective Bargaining Agreement reached on July 8, 1977, it was agreed that pending the negotiation of an apprenticeship or training program that the helpers' classification of work shall not be applied so that helpers are established in lieu of existing mechanics assignments nor shall helpers' job be established to perform helpers' work now being performed by mechanics.

Very truly yours,

/s/ A. E. Egbers

A. E. Egbers
Vice-President - Labor Relations
July 8, 1977

Mr. A. A. Terriego, Vice President - Director
Railroad Division
Transport Workers Union of America
1980 Broadway
New York, N.Y. 10023

Dear Sir:

It is agreed that the provisions of the Single Collective Bargaining Agreement reached on July 8, 1977, would be applicable to the classification of Bricklayers and Masons, their Helpers and Apprentices in the Altoona Works and the Memorandum of Understanding of March 1, 1961 establishing a Graded Work Classification for such employees would be continued in effect.

Very truly yours,

/s/ A. E. Egbers

A. E. Egbers
Vice President - Labor Relations

cc: C. C. Bevins
MEMORANDUM OF UNDERSTANDING ENTERED INTO THIS FIRST DAY OF MARCH 1961 BY AND BETWEEN THE PENNSYLVANIA RAILROAD COMPANY AND EMPLOYEES OF SAID COMPANY OF THE CLASSIFICATION OF BRICKLAYERS AND MASONs, THEIR HELPERS, AND APPRENTICES IN THE ALTOONA WORKS.

IT IS AGREED:

THAT the Graded Work Classification covering Bricklayers and Masons, Altoona Works, is as follows:

<table>
<thead>
<tr>
<th>GRADED</th>
<th>GRADED WORK CLASSIFICATION</th>
<th>EXPLANATION</th>
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<tbody>
<tr>
<td>C</td>
<td>Laying Out and Planning</td>
<td>Highly skilled bricklayers qualified and assigned to laying out, estimating costs and materials, planning, erecting and following through to successful completion without direct supervision any kind of brickwork. Not assistants or helpers.</td>
</tr>
<tr>
<td>D</td>
<td>Building and Furnace Work</td>
<td>Men qualified and assigned to laying out and erecting brickwork (including glass blocks) from drawings, planning and constructing furnace checker work and flues, and ducts connected thereto and any other work assigned.</td>
</tr>
<tr>
<td>E</td>
<td>Building and Repairs</td>
<td>Men qualified and assigned to laying all pressed and common brick in the construction of buildings and making repairs thereto and any other work assigned.</td>
</tr>
<tr>
<td>F</td>
<td>Repairs</td>
<td>Men qualified and assigned to laying and repairing pavements, and constructing and repairing rough furnaces, boiler linings, sewers, conduits and work of similar character and any other work assigned.</td>
</tr>
<tr>
<td>F</td>
<td>Stone and Concrete Work</td>
<td>Men qualified and assigned to stone and concrete work.</td>
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FOR EMPLOYEES

Approved:

/s/ Ralph Basom
President, Local 2017, TWU

/s/ Roy Granata
International Representative

FOR MANAGEMENT

Approved:

/s/ W. L. Goetz
Superintendent, Personnel
July 8, 1977

Mr. A. A. Terriego, Vice President - Director
Railroad Division
Transport Workers Union of America
1980 Broadway
New York, N.Y. 10023

Mr. C. C. Bevins, Vice President
Brotherhood Railway Carmen of United States & Canada
P. O. Box 5454
Roanoke, Virginia 24014

Gentlemen:

Regulations covering the handling of claims and grievances and those covering the handling of discipline in the Single Collective Bargaining Agreement reached on July 8, 1977, will apply only to claims or offenses arising on or after September 1, 1977, except for discipline imposed after September 1, 1977. Regulations 6-A-4 and 7-A-1 will apply. All other matters involving claims or offenses arising prior to September 1, 1977, shall be handled in accordance with the rules of the former railroad agreements.

Very truly yours,

/s/ A. E. Egbers

A. E. Egbers
Vice President-Labor Relations
July 8, 1977

Mr. A. A. Terrieo, Vice President – Director
Railroad Division
Transport Workers Union of America
1980 Broadway
New York, N.Y. 10023

Dear Sir:

In connection with the Single Collective Bargaining Agree- ment reached on July 8, 1977, it was understood that, pending the negotiation of a training program, the number of helper positions in effect at the Reclamation Plant of the Altoona Works on March 1, 1977, shall not be increased.

It was further understood that, the Company will not dis- continue the present use of Carmen to perform work on leased trucks at Altoona as a result of the absence of reference to such work in paragraph (1) of the Exceptions.

Very truly yours,

/s/ A. E. Egbers

A. E. Egbers
Vice President – Labor Relations

cc: C. C. Bevins
July 8, 1977

Mr. A. A. Terriego, Vice President and Director
Transport Workers Union of America

Mr. C. C. Bevins, Vice President
Brotherhood Railway Carmen of the United States & Canada

Gentlemen:

In the negotiation of Regulation 2-A-1(b) of the Agreement effective September 1, 1977, it was understood that the Company intends, to the extent practicable, to advertise positions on the first bulletin issued subsequent to the establishment of a new position or the creation of a vacancy.

Very truly yours,

/s/ A. E. Egbers

A. E. Egbers
Vice President—Labor Relations
July 8, 1977

Mr. A. A. Terriego, Vice President and Director
Transport Workers Union of America

Mr. C. C. Bevins, Vice President
Brotherhood Railway Carmen of the United States & Canada

Gentlemen:

In the negotiation of the Agreement effective September 1, 1977, it was understood that, except as may be permissible under Item 8 of Appendix C, when a day to day vacancy in a prior right seniority district is filled, carmen with such prior right seniority shall have first preference to such work.

Very truly yours,

/s/ A. E. Egbers

A. E. Egbers
Vice President-Labor Relations
July 8, 1977

Mr. A. A. Terriego, Vice President and Director
Transport Workers Union of America
1980 Broadway
New York, N.Y. 10023

Dear Sir:

It is understood that the provisions of the Single Collective Bargaining Agreement effective September 1, 1977, would be applicable to employees of the Carman Craft in the Maintenance Gang at Altoona Works and the present practice, as outlined in the Memorandum of Understanding dated April 5, 1963, between the former PRR and TWU, would be recognized.

Very truly yours,

/s/ A. E. Egbers
Vice President-Labor Relations

cc: Mr. C. C. Bevins, Vice President
Brotherhood Railway Carmen of the U.S. and Canada
July 8, 1977

Mr. A. A. Terriego, Vice President and Director
Transport Workers Union of America
1980 Broadway
New York, N.Y. 10023

Dear Sir:

In accordance with our understanding it was agreed that, notwithstanding the provisions of Regulation 3-A-1 of the Agreement, effective September 1, 1977, the present method of handling Carmen and Carmen Helper seniority at Altoona Shops would continue in effect.

Very truly yours,

/s/ A. E. Egbers

A. E. Egbers
Vice President-Labor Relations

cc: Mr. C. C. Bevins, Vice President
Brotherhood Railway Carmen of the United States & Canada
PURSUANT TO THE PROVISIONS OF ARTICLE IV - SENIORITY OF THE
SINGLE IMPLEMENTING AGREEMENT OF JULY 23, 1975, AND THE
PROCEDURAL AGREEMENT OF JULY 31, 1975, THIS AGREEMENT IS
ENTERED INTO THE 5TH DAY OF DECEMBER, 1975, BETWEEN THE
CONSOLIDATED RAIL CORPORATION AND THE BROTHERHOOD OF RAIL-
WAY CARMEN OF THE UNITED STATES AND CANADA AND THE TRANS-
PORT WORKERS UNION OF AMERICA PROVIDING THE PROCEDURES FOR
DETERMINING SENIORITY OF EMPLOYEES IN THE M.E. DEPARTMENTS
TO BE EFFECTIVE UPON CONVEYANCE.

(As Amended By The April 21 and May 28, 1976 Addendums)

IT IS AGREED:

I. The eighteen regional seniority districts as described
in detail in Appendix A of the Agreement dated October
21, 1975, and the Altoona Works (former PC) seniority
district are established to be effective upon convey-
ance:

II. All employees accepting employment with the Corpo-
ration who appear on active seniority rosters on the
day prior to conveyance which are located within the
territory of a new district shall be dovetailed into
the new regional seniority district roster on the
basis of their earliest seniority date on such rosters
in each class.

A. (4/21/76) Employees with the same seniority date
from the same prior seniority roster shall be
ranked on the new regional roster in the same
relative order. Employees with the same senior-
ity date from different rosters shall be ranked
on the new regional roster on the basis of the
earliest date last entered the craft; if iden-
tical, then on the basis of the earliest date
last employed; if still identical, then by lot
chosen in the presence of a representative of the
Corporation and the General Chairman or his rep-
resentative.

B. Employees on defunct seniority rosters from which
no employees have worked since January 2, 1971,
shall be placed on the appropriate new regional
seniority district roster with the date of conveyance as their seniority date. The ranking of employees with the same seniority date shall be governed by Paragraph A above.

C. An employee on a prior seniority district roster that overlaps two or more new regional seniority districts shall be placed on the new regional seniority district roster that encompasses the location (headquarters) where the employee was working prior to conveyance or, in the case of an inactive employee, the location where the employee last worked. Such an employee shall have the option, which must be exercised within one year from the date the first new regional seniority roster is posted, to have his seniority transferred to one of the other new regional rosters that encompasses the territory of his prior seniority district. This option must be made in writing to the designated official of the Corporation with copy to the local union representative and shall be irrevocable. Such an employee on furlough, leave of absence or disability on the date the roster is posted will have not less than 60 days to exercise this option upon return to active service.

D. (4/21/76) The term "prior seniority district" as used in this Agreement refers to the point, location, division or territory covered by the employee's prior seniority roster.

III. Prior seniority district rights will be maintained within the new regional seniority districts with appropriate symbol designations on the new rosters. Employees with a symbol shall have prior rights to positions located within the territory of their prior seniority district.

A. (4/21/76) Employees with prior rights must exercise seniority only within their prior right roster territory that is included in their new regional seniority district. Prior right seniority may be exercised within the prior right territory located outside the new regional seniority district on a voluntary basis.

B. (4/21/76) Employees hired on or after conveyance date must exercise seniority within
a 30-mile radius of his point of hire to maintain his seniority.

C. Any employee may exercise seniority on a voluntary basis at any location within the new regional district.

IV. Employees who are apprentices and employees who are on upgraded or non four-year rosters on the date of conveyance shall be placed on the new regional mechanics seniority roster as of the date of conveyance and shall be dovetailed on the basis of the date they began apprenticeship or the date shown on the upgraded or non four-year roster. Such employees shall likewise have prior rights as of the date of conveyance on the former mechanics' prior right district where they began their apprenticeship or training. The ranking of employees with the same seniority date shall be governed by Paragraph A of Article II. An asterick shall be shown next to the apprentices' names on the roster indicating that such seniority cannot be exercised. Upon completion of apprenticeship, the asterick shall be removed and retroactive seniority rights, if any, will be granted to apprentices on both the new regional roster and the former mechanics prior right district in accordance with the rules of the former railroad agreement. Retroactive prior rights, if any, will also be granted to upgraded or non four-year mechanics on the former mechanics' prior right district in accordance with the rules of the former railroad agreement.

A. Such upgraded employees who hold helpers' seniority in their prior seniority district and who elect to return to helper status in accordance with the applicable rule of their former railroad agreement shall forfeit all mechanic seniority standing and shall acquire new regional helper seniority as of their helper seniority date.

V. Employees on helper rosters actively working as helpers and inactive employees who last worked in the craft covered by this agreement as helpers shall be dovetailed into the appropriate new regional seniority district helper roster in accordance with the provisions of Articles I and II of this agreement. Those employees who possess seniority on helper rosters but are not working or did not last work in the craft covered by this
agreement as helpers shall retain prior rights as helpers in their former seniority district but shall not accrue other helper seniority on the new regional seniority roster. Employees on coach cleaner rosters: actively working as coach cleaners and inactive employees who last worked in the craft covered by the agreement as coach cleaners shall be dovetailed into the appropriate new regional seniority district coach cleaner roster in accordance with the provisions of Articles I and II of this Agreement. Those employees who possess seniority on coach cleaner rosters but are not working or did not last work in the craft covered by this agreement as coach cleaners shall retain prior rights as coach cleaners in their former seniority district but shall not accrue other coach cleaner seniority on the new regional seniority roster.

VI. In accordance with Section 505 (d) (4) (C) of the Act, the following shall govern in the event the Corporation desires to transfer protected employees who are deprived of employment.

(4/21/76) It is understood that the Corporation will not transfer any protected employee deprived of employment to a vacancy requiring a change of residence from which an employee has been separated or terminated under the provisions of Section 505(e) or (f) of the Act, or any similar vacancy created in lieu thereof.

A. The Corporation shall notify the involved General Chairmen and Director, Railroad Division of the proposed transfer, giving the location and nature of the vacancy(s) and the location and number of protected employees deprived of employment in the prior seniority district(s) (or portions thereof where the prior district encompasses more than a 30 mile radius) to which the offer of transfer will be made.

B. (4/21/76) A meeting will be held within 10 but not later than 20 calendar days from the date of notification to discuss the transfer. At this meeting, agreement shall be reached as to which prior seniority districts (or portions thereof where a prior district encompasses more than a 30 mile radius) the offer will be made in sequence. If no agreement is reached at this meeting the offer will be made sequentially to not more than five
prior seniority districts (or portions thereof where a prior district encompasses more than a 30 miles radius) located nearest (via highway mileage) to the location of the vacancy(s).

C. Following the meeting, the vacancy(s) will be advertised for (7) seven calendar days to all protected employees in the prior seniority district (or portions thereof where the prior district encompasses more than a 30 miles radius) as determined under Paragraph B hereof having protected employees deprived of employment. In the event the number of vacancies exceed the number of protected employees deprived of employment in a prior right district (or portion thereof) concurrent advertisements may be made to more than one prior district (or portion thereof). However, all protected employees deprived of employment in the prior district (or portion thereof) first established under Paragraph B hereof shall be awarded or assigned the vacancies before employees of other districts (or portions thereof) may be assigned or awarded the vacancies.

D. (4/21/76) In the event there are no bids for the vacancy(s), the junior qualified protected employee(s) deprived of employment will be assigned to the vacancy(s) in writing via certified mail or personal delivery, with copy to the involved union representative.

E. (4/21/76) If the vacancy(s) does not require a change in residence, the award(s) or assignment(s) shall become effective seven (7) days after expiration of the advertisement. An employee failing to report to the vacancy, except under circumstances beyond his control, will forfeit all seniority and protection.

F. If the vacancy(s) does require a change in residence, the awards(s) or assignment(s) will become effective twenty (20) days after the expiration of the advertisement.

G. (4/21/76) Employees assigned to a vacancy(s) requiring a change in residence will be entitled to the options provided in Section 505(d) (1) of the Act which must be exercised within ten (10) days except under circumstances beyond his control. An employee assigned to a vacancy who
does not elect separation or furlough shall, if he fails to report on the effective date of assignment, except under circumstances beyond his control, forfeit all seniority and protection. An employee who bids and is awarded a vacancy requiring a change in residence will be entitled to the benefits of Section 505(g) of the Act.

H. (4/21/76) In the event the vacancy(s) is not filled under the foregoing paragraphs it (they) shall be assigned to the next most junior qualified protected employee(s) deprived of employment in accordance with paragraph D.

I. If the vacancy(s) is not filled, it may be offered to protected employees in the next prior right seniority district (or portion thereof) as determined under Paragraph B hereof having protected employees deprived of employment in accordance with the procedures of this Article VI.

J. (5/28/76) An employee who bids and is awarded a vacancy or an employee assigned under Paragraph D and accepting a vacancy shall have his prior right transferred to the prior right district in which the vacancy exists. In addition, such employee transferred from one new regional seniority district to another will have his new regional seniority roster standing dovetailed into the new regional seniority roster to which transferred.

K. (5/28/76) An employee's seniority in the seniority districts from which transferred shall be retained subject to the following:

1. An employee transferred to another prior right district within the same new regional seniority district must return by bid to the first available permanent position advertised in his original prior right district which would not require a change in residence with respect to the location, on the date of conveyance, of his assignment and residence. Failure to do so will result in the forfeiture of all seniority in the prior right district from which transferred.

2. An employee transferred to another new regional seniority district will be notified of the
first available permanent position to which
his retained seniority would entitle him in
his original prior right district which
would not require a change in residence with
respect to the location, on the date of con-
veyance, of his assignment and residence.
This notice will be in writing by Certified
Mail or personal delivery. The employee
electing to so return must report not later
than 14 days after receipt of the notice, and
will forfeit all seniority in the districts
to which transferred. An employee who does
not so report will forfeit all seniority
in the districts from which transferred.

3. The Corporation shall not be liable for any
expense with respect to an employee return-
ing to his prior right location under this
Paragraph K except as may by otherwise
agreed to by the General Chairman and the
Corporation.

Articles VII and VIII superceded by Agreement effec-
tive September 1, 1977.

Signed this 5th Day of December, 1975.

BROTHERHOOD OF RAILWAY CARMEN
OF THE UNITED STATES & CANADA

/s/ William D. Crawford

/s/ C. C. Bevins

CONSOLIDATED RAIL
CORPORATION

/s/ George F. Bent

/s/ Joseph H. Palmer
Craft Committee Member

TRANSPORT WORKERS UNION
OF AMERICA

/s/ Albert Terriego

/s/ Frank Rose
Craft Committee Members
Article 1.

(a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) such years, not necessarily consecutive.

(c) Effective with the calendar year 1979, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has nine (9) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of nine (9) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1979, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eighteen (18) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eighteen (18) of such years, not necessarily consecutive.
(e) Effective with the calendar yard 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the year 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

(g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

* * * * * *

Article 8.

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance 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 Article 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.

IT IS AGREED:

1. The eighteen new regional seniority districts as described in detail in Appendix A are established to be effective upon conveyance.

2. The Craft Committees shall remain in effect for one year following conveyance for the purpose of reviewing these districts and jointly agreeing to any changes. The committees will meet promptly at the written request of any party to this agreement.

3. Where joint agreement cannot be reached, an individual craft committee may agree to change the seniority districts for the involved craft.

Signed this 21st day of October, 1975.

Shop Craft Labor Organizations:  Consolidated Rail Corporation:

/s/ C. C. Bevins  
/s/ G. F. Bent

/s/ W. D. Crawford  
/s/ J. H. Palmer

Brotherhood of Railway Carmen of the U.S. & Canada

/s/ Charles A. Mumma

/s/ Joseph E. Burns, Jr.  
International Association of Machinists & Aerospace Workers

/s/ William B. Mochrie, Jr.  
International Brotherhood of boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

-106-
/s/ S. A. Chiseri  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers

/s/ James A. McAteer

/s/ S. Mazzulli
International Brotherhood of  
Electrical Workers

/s/ G. J. Francisco

/s/ Clarence Rivers
International Brotherhood of  
Firemen and Oilers

/s/ Richard E. Martin

/s/ Charles F. Connell
Sheet Metal Workers  
International Association

/s/ Albert Terriego

Robert W. McManus  
Transport Workers Union of America
February 10, 1976

Messrs.
C. C. Bevins
W. D. Crawford
C. A. Mumma
J. E. Burns, Jr.
W. B. Mochrie, Jr.
S. A. Chiseri
J. A. McAteer
S. Mazzulli

BRCUSC
IBF&O
IAMAW
SMWIA
IBBB
TWUA

Gentlemen:

This refers to our agreement of October 21, 1975, establishing 18 new regional seniority districts to be effective upon conveyance.

In accordance with the Final System Plan and the July 23, 1975, Single Implementing Agreement, the employees of the following subsidiary companies to be conveyed to ConRail will be subject to the offer of employment with ConRail.

The shop craft employees, if any, of these companies will retain, subject to the terms of the individual craft agreements, prior railroad seniority rights and will be dovetailed in the new regional seniority district as indicated:

<table>
<thead>
<tr>
<th>Subsidiary</th>
<th>New Regional Seniority District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chicago River and Indiana Railroad</td>
<td>$16</td>
</tr>
<tr>
<td>Dayton Union Railway</td>
<td>$14</td>
</tr>
<tr>
<td>Indianapolis Union Railway</td>
<td>$17</td>
</tr>
<tr>
<td>Ironton Railroad</td>
<td>$5</td>
</tr>
<tr>
<td>Lehigh and New England Railroad</td>
<td>$5</td>
</tr>
<tr>
<td>New York and Long Branch Railroad</td>
<td>$6</td>
</tr>
<tr>
<td>Peoria and Eastern</td>
<td>$17</td>
</tr>
<tr>
<td>Union Depot-Columbus</td>
<td>$14</td>
</tr>
</tbody>
</table>
Sincerely,

/s/ G. F. Bent  
George F. Bent

/s/ J. H. Palmer  
Joseph H. Palmer
Messrs.: C. C. Bevins
W. D. Crawford
Bro. Railway Carmen
C. A. Mumma
J. E. Burns, Jr.
Intl. Assn. Machinists
W. B. Mochrie, Jr.
S. A. Chiseri
Intl. Bro. Boilermakers
J. A. McAteer
S. Mazzulli
Intl. Bro. Electrical Workers

Gentlemen:

This refers to the letter of understanding of February 10, 1976, from Messrs. G. F. Bent and J. H. Palmer, pertaining to employees of subsidiary companies conveyed to Conrail.

It is necessary to amend the letter of understanding of February 10, 1976, to include shop craft employees, if any, of the following corporation:

<table>
<thead>
<tr>
<th>SUBSIDIARY</th>
<th>NEW REGIONAL SENIORITY DISTRICT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Merchants Despatch Transportation Corp.</td>
<td></td>
</tr>
<tr>
<td>Kensington Yard, Chicago, Ill.</td>
<td>16</td>
</tr>
<tr>
<td>Cudahy, Wisconsin</td>
<td>16</td>
</tr>
<tr>
<td>Worcester Yard, E. St. Louis, Ill.</td>
<td>*20</td>
</tr>
</tbody>
</table>

Accordingly, such shop craft employee, if any, of the above corporation will retain, subject to the terms of the individual craft agreements, prior railroad seniority rights and will be dovetailed in the new regional seniority district as indicated above.

* Effective 1/1/79.
Sincerely,

/s/ G. F. Bent

G. F. Bent
Director-Labor Relations

c: Mr. H. P. Dudley, General Chairman
   Bro. Railway Carmen of the U.S. and Canada
CRC
Shop Crafts
Seniority Districts
CRC
Shop Crafts
Seniority District 1

PC Shore Line – Boston to Old Saybrook (MP 105.1)
PC B&A Main Line – Boston to MP 83 (E. of Palmer)

All branches in this territory.
CRC

Shop Crafts

Seniority District 1
CRC

Shop Crafts

Seniority District 2

PC Shore Line – Old Saybrook (MP 105.1) to GCT and Pa. Sta.

PC Main Line – Pa. Sta. to Weehawken Shaft (MP 1.8)

PC B&A Main Line – MP 83 (E. of Palmer) to MP 187.4 (E. of Selkirk)

PC Hudson Line – GCT to Stuyvesant (MP 123.7) (E. of Selkirk)

All branches in this territory.
GRC
Shop Crafts
Seniority District 2
CRC
Shop Crafts
Seniority District 3

PC Main Line - Stuyvesant (MP 123.7) to MP 215.1 (E. of Little Falls)

PC River Line - MP 32 (S. of W. Haverstraw) to northern end.

EL Main Line - MP 30 (S. of Suffern) to MP 90.9 (W. of Pt. Jervis)

L&HR - Maybrook to Warwick, N.Y. (incl.)

All branches in this territory.
CRC

Shop Crafts

Seniority District 4

PC Main Line - MP 215.1 (E. of Little Falls) of MP 329.4 (E. of Lyons)

PC Auburn Branch - Syracuse to MP 30 (W. of Auburn)

PC Ontario Secondary - Oswego to MP 60.3 (E. of Sodus Point)

EL Utica Branch - MP 200 (N. of Binghamton) to Utica

EL Syracuse Branch - Chenango Forks to Oswego

All other branches in this territory.
PC Button Secondary - MP 83.3 (E. of Nescopik) to Wilkes Barre (MP 60.5)

PC Schuylkill Branch - Hamburg (MP 76.8) to Schuylkill Haven

EL Lackawanna Main Line - N.J. State Line (MP 73.1) to MP 218 (W. of Binghamton)

EL Erie Main Line - MP 90.9 (W. of Pt. Jervis) to MP 218 (W. of Binghamton)

EL Bloomsburg Branch - Scranton to Berwick (MP 177.5)

LV Main Line - N.J. State Line (MP 76.6) to MP 272.4 (W. of Sayre)

Rdg Mahonoy & Shamokin Branch - E. Mohonoy Jct. (MP 103.7) to MP 128.9 (E. of Mt. Carmel)

Rdg Cataqua Branch - Alburtis to Cataqua (both incl.)

Rdg Bethlehem Branch - Center Valley (MP 47.6) to Bethlehem (incl.)

Rdg Main Line - Hamburg (MP 75.3) to Pottsville

Rdg Catawissa Branch - E. Mahonoy Jct. (MP 103.7) to Beaver Valley (MP 132.2)

Rdg E. Penna. Branch - Allentown to Alburtis (MP 24)

All other branches in this territory.
PC River Line - MP 32 (S. of W. Haverstraw) to Jersey City

PC Main Line - Weehawken Shaft (MP 1.8) to Morris Tower (MP 58.6)

PC Trenton Branch - Morris Tower (MP 4.6) to MP 41.3 (E. of Langhorne)

PC Bordentown Branch - Fair Tower to MP 16 (E. of River-side)

Pc Bel Del Branch - Fair Tower to MP 63.9 (connection with L&HR)

L&HR - Phillipsburg to Warwick (excl.)

EL Erie Main Line - Jersey City to MP 30 (S. of Suffern)

EL Lackawanna Main Line - Hoboken to N.J. State Line (MP 73.1)

CNJ - Entire CNJ except that portion of the Southern Branch south of Chatsworth (MP 84.3)

LV - Main Line - Jersey City to Pa. State Line (MP 76.6)

NY&LB - Entire line

Rdg New York Branch - Port Reading to Fairless Jct. (MP 253) (incl. Morrisville Branch)

All other branches in this territory.
CRC
Shop Crafts
Seniority District 7

PC Main Line – Morris Tower (MP 58.6) to Washington
PC Main Line – Phila. to MP 43 (E. of Parkesburg)
PC Schuylkill Branch – Valley to Hamburg (MP 76.8)
PC Port Road Branch – Perryville to MP 38.2 (E. of Safe Harbor)
PC Northern Central Branch – Baltimore to Md. State Line (MP 35.6)
PC Bordentown Branch – Camden to MP 16 (W. of Riverside)
PRSL – Entire line
CNJ Southern Branch – Chatsworth (MP 84.3) south to end
Rdg Perkiomen Branch – Perkiomen to Emmaus (MP 36.6)
Rdg Bethlehem Branch – Phila. to Centre Valley (MP 47.6)
Rdg Main Line – Phila. to Hamburg (MP 75.3)
Rdg Wilmington & Northern Branch – Wilmington to Birdsboro (MP 63.4)
Rdg Reading Belt Branch – Birdsboro to Blandon (entire branch)

All other branches in this territory.
CRC
Shop Crafts
Seniority District 8

PC Main Line - MP 43 (E. of Parkesburg) to Mifflin (MP 153.6)

PC Main Line - Harrisburg to MP 270.3 (W. of Watsontown)

PC Button Secondary - Sunbury to MP 38.3 (E. of Nescopek)

PC Port Road Branch - Harrisburg to MP 38.2 (E. of Safe Harbor)

PC Northern Central Branch - Harrisburg to Md. State Line (MP 35.6)

Rdg Shamokin, Sunbury & Lewisburg Branch - W. Milton (MP 170.3) to MP 128.9 (E. of Mt. Carmel)

Rdg Catawissa Branch - White Deer (MP 175) to Beaver Valley (MP 131.2)

Rdg Lebanon Valley Branch - Wyomissing Jct. (MP 2.3) to Harrisburg

Rdg Phila. Hbg. & Pgh. Branch - Harrisburg to Lurgan

EL - Bloomsburg Branch - Berwick (MP 177.5) to Northumberland

All other branches in this territory.
Shop Crafts
Seniority District 8
CRC
Shop Crafts
Seniority District 9

PC Main Line - MP 270.3 (W. of Watsontown) to MP 91.6 (S. of Larabee)

PC Emporium Secondary - Emporium to Johnsonburg (MP 110.2)

PC Low Grade Secondary - Driftwood to Reynoldsville (MP 56.1)

PC Main Line - Mifflin (MP 153.6) to Conpitt Jct. (MP 290.5)

PC Black Lick Secondary - Cresson to Black Lick (MP 43.3)

PC Corning Secondary - Jersey Shore to Pa. State Line (MP 85.8)

PC Elmira Secondary - Newberry to Pa. State Line (MP 69)

EL Bradford Branch - MP 20 (S. of Bradford) south to end.

Rdg Catawissa Branch - Newberry Jct. to White Deer (MP 175)

All other branches in this territory.
CRC

Shop Crafts

Seniority District 10

PC Main Line - MP 329.4 (E. of Lyons) to MP 42 (W. of Dunkirk)

PC Auburn Branch - MP 30 (E. of Auburn) to Geneva

PC Ontario Branch - MP 60.3 (E. of Sodus Point) to Suspension Bridge

PC Main Line - Buffalo to MP 91.6 (S. of Larabee)

PC Dunkirk Industrial - Dunkirk to Warren (excl.)

LV Main Line - MP 272.4 (W. of Sayre) to Buffalo

EL Main Line - MP 218 (W. of Binghamton) to MP 40 (W. of Jamestown)

EL Bradford Branch - Carrollton (E. of Salamanca) to MP 20 (S. of Bradford)

EL Main Line - MP 218 (W. of Binghamton) to Buffalo

All other branches in this territory.
CRC
Shop Crafts
Seniority District 11

PC Main Line - MP 42 (W. of Dunkirk) to MP 148.7 (W. of Perry)

PC Emporium (Corry, Erie) Secondary - Johnsonburg (MP 102.2) to Erie

PC JF&C Branch - Knox (MP 100.3) west to end.

PC Oil City Secondary - Oil City to MP 72 (N. of Red Bank)

PC Main Line - MP 34 (W. of Beaver Falls) to MP 82.8 (E. of Alliance)

PC Minerva Branch - Alliance (excl.) to Newton Falls

EL Main Line - MP 40 (W. of Jamestown) to MP 170 (E. of Ravenna)

EL Cleveland Branch - Warren to MP 20

All other branches in this territory.
Shop Crafts

Seniority District 12

PC Main Line - Conpitt Jct. (MP 290.5) to Pittsburgh

PC Black Lick Secondary - Black Lick (MP 43.3) to Blairsville

PC Low Grade Secondary - Reynoldsville (MP 56.1) to Red Bank

PC JF&C Branch - Brookville to Knox (MP 100.3)

PC Oil City Secondary - Red Bank to MP 72 (N. of Red Bank)

PC Main Line - Pittsburgh to MP 34 (W. of Beaver Falls)

PC Baynard Branch - Yellow Creek to Shale (MP 42.7)

PC Piney Fork Secondary - Wolf (MP 64) to Dillonvale

PC Main Line - Pittsburgh to MP 108.2 (W. of Newcomerstown)

All other branches in this territory.
CRC
Shop Crafts
Seniority District 12
CRC

Shop Crafts

Seniority District 13

*PC Main Line - MP 148.7 (W. of Perry) to Sandusky (Incl.)

PC Norwalk Branch - Elyria to Bellevue (MP 250)

PC Main Line - Cleveland to Crestline (excl.)

PC Main Line - MP 82.8 (E. of Alliance) to Crestline (excl.)

PC Dover Secondary - Dover to MP 84.2 (No. of Newcomers-town)

PC Alliance Branch - Minerva to Wolk (MP 64)

PC Bayard Branch - Bayard to Shale (MP 42.7)

EL Main Line - MP 170 (E. of Ravenna) to Galion (excl.)

EL Cleveland Branch - MP 20 to Cleveland

All other branches in this territory.

* Effective 3/20/78
*PC Main Line - Crestline (incl.) to Lima (excl.)

PC Main Line - Columbus to MP 130.5 (W. of Dunkirk, Ind.)
PC Main Line - MP 103.2 (W. of Newcomerstown) to Columbus
PC Main Line - Columbus to MP 137 (W. of Cambridge City)
PC Main Line - Columbus to Crestline (incl.)
PC Main Line - MP 80.3 (W. of Galion) to MP 226.4 (E. of Muncie)

PC Main Line - Cincinnati to MP 54 (E. of Greensburg)
PC Richmond Branch - Cincinnati to MP 95.6 (E. of New Castle)

PC Ridgeville Secondary (Newman Secondary) - Richmond to MP 43.2 (W. of Ridgeville)
PC Springfield Branch - Springfield to MP 93.6 (E. of New Castle)

PC Northern Branch - W. Manchester to MP 127.3 (S. of Van Wert)

PC Mt. Vernon Secondary - Columbus to Holmeville
PC Western Branch - Columbus to MP 58.1 (N. of Dunkirk, O.)
PC Eastern Branch - Forest (MP 62.2) to MP 76.9 (S. of Kenton)

*EL Main Line - Marion to Lima (excl.)

All other branches in this territory.

* Effective 11/30/77.
PC Main Line - Detroit to MP 189.3 (E. of Niles, Mich.)
PC Elkhart Branch - Jackson to MP 95.5 (E. of Elkhart)
PC Norwalk Branch - Toledo to Bellevue (MP 250)
PC Main Line - MP 420.1 (E. of Elkhart) to Sandusky (excl.)
PC Main Line - Toledo to MP 130.5 (N. of Dunkirk)
PC Eastern Branch - Toledo to Forest (MP 62.2)
PC Northern Branch - Jackson to MP 80.8 (No. of Van Wert)
PC Thurston Secondary - Berwick to Bucyrus (excl.)
PC GR&I Branch - Avilla (MP 113.6) to Grand Rapids

All other branches in this territory.
CRC
Shop Crafts
Seniority District 16

PC Main Line - Chicago to MP 420.1 (E. of Elkhart)
PC Main Line - Chicago to MP 189.3 (E. of Niles, Mich.)
*PC Main Line - Chicago to Lima (incl.)
*PC Main Line - Chicago to Marion, Ind. (incl.)
PC Main Line - Kankakee to MP 208.9 (E. of Sheff)
PC Michigan Branch - Elkhart to Marion, Ind. (excl.)
PC Danville & Cairo Branch - Chicago to MP 67.9 (S. of Sheff)
PC Northern Branch - MP 127.3 (S. of Van Wert) to MP 80.8 (N. of Van Wert)
PC Ridgeville Secondary - Adams to MP 43.2 (E. of Ridgeville)
PC GR&I Branch - Ft. Wayne to Avilla (MP 113.6)
*EL Main Line - Chicago to Lima (incl.)

All other branches in this territory.

* Effective 11/30/77.
PC Danville & Cairo Branch - MP 67.9 (S. of Sheff) to Cairo

PC Main Line - MP 208.9 (E. of Sheff) to MP 54 (E. of Greensburg)

*PC Main Line - MP 130.5 (W. of Dunkirk, Ind.) to Marion, Ind. (excl.)

*PC Michigan Branch - Indianapolis to Marion, Ind. (excl.)

PC Main Line - Indianapolis to MP 226.4 (E. of Muncie)

PC Richmond Branch - Indianapolis to MP 95.6 (E. of New Castle)

PC Springfield Branch - Indianapolis to MP 93.6 (E. of New Castle)

PC Main Line - St. Louis to MP 137 (W. of Cambridge City)

PC I&F Branch - Indianapolis to MP 114.4 (S. of Logansport)

All other branches in this territory.

* Effective 11/30/77.
PC - All Ontario, Canada lines.
CRC
Shop Crafts
Seniority District 19

PC - Altoona Heavy Repair Shops (if agreed to by individual craft committees).
CRC
Shop Crafts
Seniority District 20
(Effective 1/1/79)

Worcester Yard of Merchants Despatch