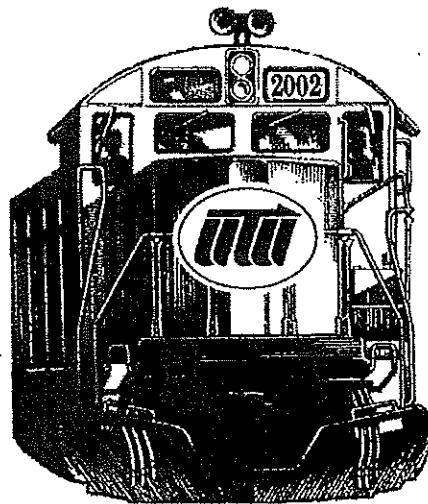


**NATIONAL
MANNING AGREEMENT
BETWEEN RAILROADS REPRESENTED BY THE
NATIONAL CARRIERS'
CONFERENCE COMMITTEE**



**AND THEIR EMPLOYEES REPRESENTED BY THE
UNITED TRANSPORTATION UNION**

**NMB CASE NO. A-8381
AS AMENDED**

October 1999

Dear Brothers and Sisters:

These Agreements are testament to the dedicated efforts of the Officers and Chairpersons who obtained them and those Officers and Chairpersons who continue to fight for the rights of all engine and train service members today.

As rail labor heads into the twenty-first century, UTU will remain at the forefront and continue to proactively pursue the interests of our members.

Fraternally yours,

A handwritten signature in cursive script that reads "Charles L. Lutto".

International President

DATED JULY 19, 1972
AND AMENDED AUGUST 25, 1978
AND OCTOBER 31, 1985

MEDIATION AGREEMENT

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

Firemen

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

(From Mediation Agreement, Case No. A-11471)
Dated October 31, 1985

ARTICLE I - EMPLOYMENT OF FIREMEN (HELPERS)

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

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

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

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

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

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

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

(FROM AUGUST 25, 1978 AMENDMENT)

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

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

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

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

Passenger service

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

Freight service

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

Yard service

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

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

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

allowances in lieu of vacations, or payments arising out of violations of the schedule agreement.

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

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

- (1) Employees who on the last day of a determination period were unavailable for service because they were on official positions with the carrier or labor organization, disabled, under suspension or dismissal for disciplinary reasons or on extended leave for any other purpose, and as to whom it can be established will be unavailable for service throughout the next determination period.
- (2) Firemen (helpers) required for passenger service and hostler and hostler-helper service as set forth in paragraph (a) of Section 1 of this Article.
- (3) Firemen (helpers) holding seniority on the date of this Agreement who under agreements, rules, practices and court opinions are not promotable, or are otherwise ineligible to perform service as engineer, including but not limited to fixtures, restricted, physically disqualified and disciplined firemen (helpers). This paragraph does not contemplate the exclusion of firemen (helpers) who are ineligible to perform service as an engineer because they have not yet attained the experience or training requirements necessary for certification as an engineer.

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

(h) If the UTU(E) General Chairman or his designated representative(s) disagrees with a carrier's determination made pursuant to Section 3 of this Article, he may within 15 days of receipt thereof advise the carrier in writing and request a meeting to discuss such determination. A meeting for that purpose will be held within 10 days of receipt of request. In event of failure of the carrier to meet within the time limits prescribed, or if the dispute is not resolved at such meeting, upon request of the UTU(E) General Chairman to the carrier's highest appeals officer, they will meet within 15 days of receipt of such request to discuss the matter. In event of failure of the carrier to meet within the time limits prescribed, or if the dispute is not resolved at such meeting, either party may submit the dispute to the Board as set forth in Article IX. Such submission shall be made within 60 days of the date of the meeting or, if no meeting is held, within 75 days of receipt of the General Chairman's request for a meeting.

ARTICLE II - SENIORITY, PAY AND TRAINING

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

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

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

ARTICLE III - EMPLOYMENT PROTECTION AND EXERCISE OF SENIORITY

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4(a). All Firemen (helpers) whose seniority as such was established prior to November 1, 1985 will be provided employment in accordance with the provisions of this Article until they retire, resign, are discharged for cause, or are otherwise severed by natural attrition; provided, however, that such firemen (helpers) may be furloughed if no assignment working without a fireman (helper) exists on their seniority district which would have been available to firemen (helpers) under the National Diesel Agreement of 1950 (as in effect on January 24, 1964), and if no position on an extra list as required in Section 3 above exists on their seniority district, subject to Section 5 of this Article.

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

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

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

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

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

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

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

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

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

(h) Whenever a carrier desires to proceed in accordance with this Section, it will promptly notify the UTU(E) General Chairman or his designated representative(s) and will provide him with the results of the calculations required by this Section. The UTU(E) General Chairman or his designated representative(s) will also promptly be furnished such calculations covering each subsequent 14-day or 24-hour determination period, whichever is applicable, so long as firemen (helpers) are furloughed under this Section. Upon request, the carrier will provide him access to the original records from which these calculations are drawn.

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

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

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

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

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

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

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

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

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

(i) Notwithstanding other provisions of this Section 5, a carrier may reduce the number of firemen on a seniority district equal to the reduction in the number of engineer positions on that district as the result of emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike; provided that the application of the foregoing shall not result in the furlough of firemen employed on or before September 1, 1978. As the number of engineer positions reduced because of emergency conditions are restored, an equal number of firemen furloughed under this provision will be returned to service. Any reduction in the number of engineer miles or days because of an emergency condition resulting in a reduction in the number of firemen under this paragraph (i) will not be taken into account in the 14-day determinations under paragraphs (b) through (e) of this Section. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.

(FROM AUGUST 25, 1978 AMENDMENT)

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

Section 7. The rights or obligations of protected employees or carriers based on existing merger agreements or federal or state statutes affording protec-

tion to employees and requiring employees to protect assignments shall continue unaffected by this Agreement.

ARTICLE IV - PASSENGER AND HOSTLING SERVICE

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

Section 2(a). Except as modified hereinafter, assignments in hostling service will continue to be filled when required by agreements in effect on individual carriers.

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

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

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

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

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

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

event the senior employee will be permitted to vacate the assignment and the junior employee will be assigned to such position.

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

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

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

ARTICLE V - TRANSFER OF FIREMEN (HELPERS)

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

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

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

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

time they shall be given an opportunity in seniority order, to return to their home district or to remain on the district where assigned. Firemen (helpers) electing to remain on the district where assigned when recalled to their home district will forfeit seniority on their home district. Firemen (helpers) who return to their home seniority district as outlined herein will forfeit seniority on the district they leave.

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

ARTICLE VI - RESTRICTED EMPLOYEES

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

ARTICLE VII - COMPULSORY RETIREMENT

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

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

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

(Now age 70, See: Age Discrimination in Employment Act)

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

ARTICLE VIII - RESERVE FIREMEN

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

- (1) An employee who chooses Reserve Fireman status must remain in that status until he either (i) is recalled and returns to hostler or engine service pursuant to Paragraph (2), (ii) is discharged from employment by the carrier pursuant to Paragraph (2), or for other good cause, (iii) resigns from employment by the carrier, (iv) retires on an annuity (including a disability annuity) under the Rail-

road Retirement Act, or (v) otherwise would not be entitled to free exercise of seniority under this Fireman Manning Agreement; whichever occurs first. If not sooner terminated, Reserve Fireman status and all other employment rights of a Reserve Fireman shall terminate when he attains age 70.

- (2) Reserve Firemen must maintain their engine service and hostler proficiencies while in such status, including successfully completing any retraining or refresher programs that the carrier may require and passing any test or examinations (including physical examinations) administered for purposes of determining whether such proficiencies and abilities have been maintained. Reserve Firemen also must hold themselves available for return to hostler and engine service upon seven days' notice, and must return to hostler or engine service in compliance with such notice. Reserve Firemen shall be recalled in reverse seniority order unless recalled for service as engineer. Failure to comply with any of these requirements will result in forfeiture of all seniority rights.
- (3) Reserve Firemen shall be paid at 70% of the basic yard fireman's rate for five days per week. No other payments shall be made to or on behalf of a Reserve Fireman except (i) payment of premiums under applicable health and welfare plans and, (ii) as may otherwise be provided for in this Article. No deductions from pay shall be made on behalf of a Reserve Fireman except (i) deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law; (ii) deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement, (iii) as may otherwise be authorized by this Article and (iv) any other legally required deduction.
- (4) Reserve Firemen shall be considered in active service for the purpose of this Fireman Manning Agreement, including application of the decline in business formula.
- (5) Other non-railroad employment while in Reserve Fireman status is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings.
- (6) Vacation pay received while in Reserve Fireman status will offset pay received under paragraph (3). Time spent in reserve status will not count toward determining whether the employee is eligible for vacation in succeeding years. It will count as time in determining the length of the vacation to which an employee, otherwise eligible, is entitled.
- (7) Reserve Firemen are not eligible for:
 - Holiday Pay
 - Personal Leave
 - Bereavement Leave
 - Jury Pay
 - Other similar special allowances

(8) Reserve Firemen are covered by:

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

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

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

Section 2 - Establishing Brakeman Seniority

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

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

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

(4) Provisions for implementing this requirement shall be agreed upon with the appropriate trainmen's representative on each carrier party hereto within 90 days following the date of this Agreement. If the parties are unable to agree, the matter shall be arbitrated at the request of either party under the following provisions:

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

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

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

Section 3 - Retention of Seniority

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

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

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

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

Section 4 - Promotion

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

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

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

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

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

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

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

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

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

Section 5 - Application

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

ARTICLE IX - NATIONAL DISPUTES COMMITTEE

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

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

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

ARTICLE X - IMPLEMENTING AGREEMENTS

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

ARTICLE XI - GENERAL PROVISIONS

Section 1. Court Approval

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

Section 2. Effect of this Agreement

(a) This Agreement is in settlement of the dispute between the carriers listed in Exhibit A and the United Transportation Union(E) growing out of the notices served by the former Brotherhood of Locomotive Firemen and Enginemen (now the United Transportation Union(E)), dated on or about November 15, 1965, identified as Notice No. 1, and notices served by the carriers in the early part of 1966. It shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organization signatory hereto, and shall continue in effect until changed or modified in accordance with the procedures of the Railway Labor Act, as amended.

(b) No party to this Agreement shall serve or progress prior to January 1, 1975 (not to become effective before July 1, 1975) any notice or proposal pertaining to matters covered by this Agreement. Any pending notices served by one party upon another pertaining to matters covered by this Agreement, and not otherwise disposed of under paragraph (a) above, are hereby withdrawn. [See amendment C 2(i) and (ii) of the August 25, 1978 Amendment]

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

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

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

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

SIGNED AT WASHINGTON, D.C., THIS 19TH DAY OF JULY, 1972, (AND AS AMENDED AUGUST 25, 1978 and OCTOBER 31, 1985)

For the Participating Carriers
Listed in Exhibit A:

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

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

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

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

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

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

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

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

/s/ EARL OLIVER
Earl Oliver

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

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

For the Employees Represented By
The United Transportation Union:

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

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

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

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

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

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

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

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

/s/ G. B. MCKEE
G. B. McKee, Member

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

WITNESS:

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

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

EXHIBIT A
(Manning)

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

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

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

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

NOTES: -

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

FOR THE CARRIERS:

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

FOR THE UNITED
TRANSPORTATION UNION (E):

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

Washington, D. C.
July 19, 1972

NATIONAL RAILWAY LABOR CONFERENCE

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

July 19, 1972

M-1

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

Dear Mr. Hampton:

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

Yours very truly,

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

ACCEPTED:

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

NATIONAL RAILWAY LABOR CONFERENCE

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

July 19, 1972

M-2

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

Dear Mr. Hampton:

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

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

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

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

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

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

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

Yours very truly,

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

ACCEPTED:

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

NATIONAL RAILWAY LABOR CONFERENCE

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

July 19, 1972

M-3

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

Dear Mr. Hampton:

This will confirm our understanding that each individual railroad party to the Mediation Agreement, Case No. A-8381, of July 19, 1972, when hiring firemen (helpers) after the effective date of the Agreement, will give preference to former engine service employees of that railroad whose seniority was terminated under any of the provisions of the Award of Arbitration Board No. 282 and who apply for employment, provided that such former employees are able to meet the physical and other employment requirements of the railroad.

Yours very truly,

/s/ WILLIAM H. DEMPSEY

William H. Dempsey, Chairman

ACCEPTED:

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

NATIONAL RAILWAY LABOR CONFERENCE

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

July 19, 1972

M-4

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

Dear Mr. Hampton:

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

Yours very truly,

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

ACCEPTED:

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

NATIONAL RAILWAY LABOR CONFERENCE

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

July 19, 1972

M-5

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

Dear Mr. Hampton:

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

Yours very truly,

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

ACCEPTED:

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

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20038/AREA CODE: 202-842-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN
Vice Chairman

R. T. Kelly
Director of Labor Relations

D. P. LEE
Vice Chairman and
General Counsel

#15

October 31, 1985

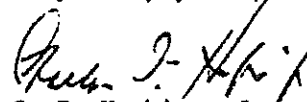
Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This will confirm our understanding during the negotiations of the Agreement of this date that the term "active firemen, working as such", appearing in Section 1, Paragraph (11) of Article XIII, includes hostlers who have the right to work as locomotive engineers.

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

Very truly yours,


C. I. Hopkins, Jr.

I agree:


Fred A. Hardin

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-842-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN
Vice Chairman

R. T. Kelly
Director of Labor Relations

D P LEE
Vice Chairman and
General Counsel

#16

October 31, 1985

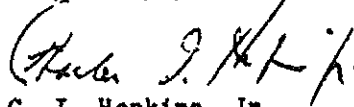
Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

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

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

Very truly yours,


C. I. Hopkins, Jr.

I agree:


Fred A. Hardin

NATIONAL RAILWAY LABOR CONFERENCE

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

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN
Vice Chairman

R. T. Kelly
Director of Labor Relations

D. P. LEE
Vice Chairman and
General Counsel

October 31, 1985

#17

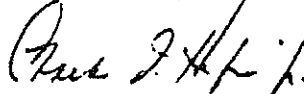
Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

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

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

Very truly yours,


C. I. Hopkins, Jr.

I agree:


Fred A. Hardin

MEMORANDUM AGREEMENT

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

IT IS HEREBY AGREED:

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

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

Section 2 - Jurisdiction of Board -

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

Section 3 - Consist of Board -

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

Section 4 - Location of Board -

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

Section 5 - Selection of Referees -

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

Section 6 - Term of Office of Referees -

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

Section 7 - Tenure - Filling Vacancies - Referees -

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

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

Section 8 - Submission of Disputes -

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

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

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

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

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

Section 9 - Content of Submission -

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

Section 10 - Meeting of Board -

The Board shall meet initially on or before October 16, 1972 if any disputes have been submitted as outlined in Section 8 above. Copies of the submissions of the petitioner and respondent will be exchanged by the partisan members of the Board at such meeting. Subsequent meetings will be promptly held to consider and decide additional disputes which have been submitted provided that such meetings will be held at not less than one-month intervals from the date of the initial meeting.

Section 11 - Failure of Agreement - Appointment of Referee -

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

Section 12 - Procedure at Board Meetings -

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

Section 13 - Final and Binding Character -

If the dispute involves the number of firemen (helpers) to be hired, and the Board finds that the carrier's determination of the number of firemen (helpers) required to be employed in order to comply with Section 3 of Article I is not sufficient, it shall order the carrier to employ such additional number of firemen (helpers) as in the judgment of the Board is required under Section 3 of Article I. If the Board finds the carrier's determination as to the number of firemen (helpers) that should be employed under Section 3 of Article I is correct, it shall deny the claim. Decisions of the board will be in writing and shall be final and binding upon both parties to the dispute, and if in favor of the petitioner, shall direct the other party to comply therewith on or before a day named. Decisions rendered

hereunder shall be enforceable pursuant to Section 3, Second, of the Railway Labor Act, as amended.

Section 14 - Extension of Time Limits -

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

Section 15 - Payment of Compensation -

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

Section 16 - Withdrawal of Disputes -

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

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

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

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

FOR THE UNITED TRANSPORTATION UNION:

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

**MANNING AND TRAINING
AGREEMENT**

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

IT IS HEREBY AGREED:

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

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

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

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

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

(ALREADY INCORPORATED IN THIS REVISED COPY OF THE MANNING AGREEMENT)

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

(ALREADY INCORPORATED IN THIS REVISED COPY OF THE MANNING AGREEMENT)

4. Interpretation Committee

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

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

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

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

C. General Provisions

1. Court Approval

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

2. Effect of This Agreement

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

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

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

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

FOR THE PARTICIPATING
CARRIERS LISTED IN
EXHIBIT A:

CHARLES I. HOPKINS, JR.
Chairman

C. F. BURCH

A. E. EGBERS

F. R. ELTERMAN

G. L. FARR

J. R. NEIKIRK

C. E. MERVINE, JR.

GEORGE S. PAUL

L. W. SLOAN

ROBERT E. UPTON

FOR THE EMPLOYEES
REPRESENTED BY THE
UNITED TRANSPORTATION
UNION:

AL H. CHESSER

R. R. BRYANT

J. W. JENNINGS

H. G. KENYON

EXHIBIT A

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

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

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

THE CHESSIE SYSTEM:

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

THE FAMILY LINES SYSTEM:

Seaboard Coast Line Railroad
2: Louisville & Nashville Railroad
Clinchfield Railroad

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

NOTES:

* Subject to the approval of the Courts.

1 Includes the former BR&P Territory, former Strouds Creek and Muddlety Territory and the Curtis Bay Railroad.

2 Covers the Monon Subdivision only.

3 Includes the former Texas and Pacific Railway.

4 Includes the AT&N District.

FOR THE CARRIERS:

CHARLES I. HOPKINS, JR.

FOR THE UNITED
TRANSPORTATION UNION:

AL H. CHESSER

Washington, D.C.
June 1, 1978