

It is agreed:

Article I - IMPLEMENTING AGREEMENT

This agreement is written in conjunction with the Master Implementing Agreement dated August 6, 1998 and incorporates all provisions contained therein. Nothing in this agreement is intended to supersede any provisions contained in the Master Implementing Agreement.

Article II - COLLECTIVE BARGAINING AGREEMENT

The Nickel Plate (NKP) collective bargaining agreement will be applicable to all employees working within the Lake Hub Network, as identified in Appendix "A-1" to this agreement.

Article III - SENIORITY DISTRICT AND ZONES

A. The seniority district shall be expanded to coincide with the collective bargaining agreement in effect on the coordinated road and yard territory.

B. The seniority district shall be divided into zones as specified in Appendix "B-1". The purpose of zoning the seniority districts is to promote workforce stability and permit employees with seniority in a pre-acquisition geographical area to protect work opportunities in relatively the same area. Employees will acquire seniority rights to all territories within a seniority district in accordance with the applicable collective bargaining agreement.

C. Each zone will include a pool home terminal(s) and/or major

establishing seniority after implementation, will be placed on the bottom of their respective NKP or CRC seniority rosters as of the day before allocation.

ARTICLE V - ADVERTISING POSITIONS

NW will initially advertise for positions to be filled. The advertisement will designate starting time, rest days, and on duty locations for yard assignments, home and away from home terminals for road assignments, and expiration and effective dates. The advertisement will be for fourteen (14) days and will contain expiration and effective dates.

ARTICLE VI - POOL FREIGHT, LOCAL, MINE RUN, SHIFTER, ROAD SWITCHER, WORK TRAIN AND YARD OPERATIONS

A. Existing runs on former CRC territory may continue to be operated in accordance with existing NKP rules and practices, including interdivisional run rules. Runs identified in the STB filing may also be operated in accordance with existing NKP rules and practices, including interdivisional run rules.

B. Road and yard employees working under any NSR collective bargaining agreement involved in the coordination of road territory or the consolidation of terminals may be required to perform service throughout the coordinated road territory, consolidated terminals and SAAs. This service will be performed according to the applicable schedule agreement.

C. Road and yard employees may be required to report and be

APPENDIX "A-1"

NORFOLK AND WESTERN RAILWAY COMPANY

LAKE REGION HUB NETWORK

NSR/NKP LABOR AGREEMENT

PRIMARY LINE SEGMENTS

Cleveland Hub

Buffalo, Toledo, Conway, Mingo Jct.,
Columbus, Elkhart, Ashtabula, Ft.
Wayne, Bellevue/Sandusky, Detroit

Buffalo Hub

Enola/Harrisburg, Binghamton, Croxton
and E-Rail, North Jersey, Toledo,
Cleveland, Renovo/Keating

Ft. Wayne Hub

Detroit, Peru, Chicago, Cleveland,
Fostoria, Crestline, Conway/
Pittsburgh, Muncie, Cincinnati,
Decatur, Elkhart, Grand Rapids,
Bellevue/Sandusky, Toledo

Note: All branch lines and terminals that lie along the primary line segments are included in the hub. All terminals that lie at the end of a primary line segment will be governed by the same agreement as the hub, except that the NW Agreement will apply at Columbus Yard, the NSR Agreement will apply at Conway Yard, and the CNO&TP Agreement will apply at Cincinnati Yard. The Wabash Schedule Agreement will apply at Detroit, between Detroit and Toledo, Fort Wayne, Peru and Tilton on lines of the former Wabash.

APPENDIX "B-1" (cont.)

NORFOLK AND WESTERN RAILWAY COMPANY

ZONES OF LAKE REGION HUB NETWORK

<u>ZONE</u>	<u>LIMITS</u>
Muncie	Muncie Terminal East to and including Hales West to but not including Lafayette South to but not including Cincinnati West to and including Anderson
Toledo	Toledo Terminal South to but not including Fremont West to but not including Butler East to and including Oak Harbor
Peru	Peru Terminal East to and including Andrews West to but not including Decatur
Bellevue	Bellevue Terminal South to Columbus West to but not including Leipsic Jct. North to and including South Lorain but not including Oak Harbor East to and including South Lorain North to and including Fremont
Cleveland	Cleveland Terminal West to but not including Lorain East to and including Conneaut South to but not including Alliance
Buffalo	Buffalo Terminal West to but not including Conneaut South to but not including Harrisburg and Enola

Robert S. Spenski
Vice President
Labor Relations
(757) 629-2684

August 6, 1998

Side Letter No. 1 to Attachments 1, 2, 3, and 4

Mr. L. R. Davis, Vice President
United Transportation Union
275 Spring Run Lane
Downingtown, PA 19335

Mr. R. W. Earley, Vice President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Mr. A. L. Smith, Vice President
United Transportation Union
P.O. Box 560
Jeffersonville, GA 31044-0560

Gentlemen:

This refers to our discussions concerning the application of the Crew Consist Agreement, Productivity Savings Sharing Trust Fund (Trust Fund), and the Productivity Savings Sharing Allowance (up-front payment) to former CRC and former MGA employees allocated to NSR.

A single Trust Fund will be established for all former CRC and former MGA employees working for either NSR or NW. The CRC Trust Fund will be separate from any NSR or NW Trust Fund. NSR and NW will administer the CRC Trust Fund on the same basis as the NSR and NW Trust Funds.

All formerly eligible CRC and former MGA employees allocated to NSR and NW will be assigned to the Trust Fund or be eligible for up-front payments. Former CRC employees with a seniority date after September 8, 1978, former MGA employees with a seniority date after March 1, 1984 and both groups with a seniority date before March 7, 1989 who are assigned to up-front payments on implementation day will continue to be assigned up-front payments. Former CRC employees with a seniority date before September 9, 1978 and former MGA employees with a seniority date before March 2, 1984 will be assigned to the Trust Fund. Former CRC employees with a seniority date before September 9, 1978 who were assigned up-front payments on the day before implementation day and subsequently assigned to the Trust Fund will have their Test Period Average (TPA) adjusted accordingly. CRC employees (trainees), including those in AIT, hired before implementation, but subsequently establishing seniority, will also be assigned to the Trust Fund. All former CRC and former MGA employees who are not assigned to up-front payments will be assigned to the Trust Fund. Committees receiving up-front payments will advise if they desire to permanently retain up-front payments for those under their jurisdiction.

All former CRC or former MGA employees assigned to the Trust Fund will trigger a \$48.25 accrual when they perform service on an NSR, NW or former

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August 6, 1998

CRA-1

Side Letter No. 2 to Attachments 1, 2, 3, and 4

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United Transportation Union
275 Spring Run Lane
Downingtown, PA 19335

Mr. R. W. Earley, Vice President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Mr. A..L. Smith, Vice President
United Transportation Union
P.O. Box 560
Jeffersonville, GA 31044-0560

Gentlemen:

This refers to our discussions concerning former CRC employees allocated to NSR exercising seniority to former CRC asterisked assignments in the allocated territory.

Notwithstanding the intent and application of the "Hub" and "Zone" principles contained in the various implementing agreements; it is agreed that the former CRC train service employees absorbed by Norfolk Southern, maintain their existing rights to exercise seniority, in accordance with applicable NSR or NW rules, to any former CRC assignment acquired by Norfolk Southern.

During the initial two years from implementation, CRC System Seniority cannot be exercised at a given location that would result in a shortage of manpower needed to satisfy the needs of service.

At location(s) wherein a shortage(s) exists, Carrier will hire and upon qualification, CRC trainmen at that location will be permitted to exercise their existing seniority.

If it is felt that the determination of shortage of manpower is being egregiously applied, the General Chairman may handle the dispute on an expedited method with the Director-Labor Relations.

Former CRC train service employees from CRC Seniority Districts A, B, C, D, E, F, and G flowing to Norfolk Southern, will be placed on a "Master Roster" with standing based upon earliest date of hire. The Master Roster will be maintained in order to permit the exercise of System Seniority by

Robert S. Spenski
Vice President
Labor Relations
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August 6, 1998

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Side Letter 3 to Attachments 1, 2, 3, and 4

Mr. L. R. Davis, Vice President
United Transportation Union
275 Spring Run Lane
Downingtown, PA 19335

Mr. R. W. Earley, Vice President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Mr. A. L. Smith, Vice President
United Transportation Union
P.O. Box 560
Jeffersonville, GA 31044-0560

Gentlemen:

This refers to the agreement of this date and our discussion regarding various local agreements in effect on Conrail. It was agreed that prior to implementation the parties would meet to review those local agreements and develop a list of agreements, if any, which would be maintained.

If this accurately reflects your understanding, please indicate by signing in the space provided below.

Very truly yours,

R. S. Spenski

Agreed:

L R Davis

Mr. L. R. Davis, Vice President
United Transportation Union

A L Smith

Mr. A. L. Smith, Vice President
United Transportation Union

R W Earley

Mr. R. W. Earley, Vice President
United Transportation Union

Mr. L. R. Davis, et. al.
August 6, 1998
Page 2

asterisked assignment and in accordance with the NSR roster for all other NSR assignments.

Agreed:

L R Davis

L. R. Davis, Vice President
United Transportation Union

A L Smith
A. L. Smith, Vice President
United Transportation Union

Very truly yours,

R. S. Spinski

R W Earley

R. W. Earley, Vice President
United Transportation Union

Robert S. Spenski
Vice President
Labor Relations
(757) 629-2684

August 6, 1998

Mr. L. R. Davis, Vice President
United Transportation Union
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Mr. R. W. Earley, Vice President
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107

Mr. A. L. Smith, Vice President
United Transportation Union
P.O. Box 560
Jeffersonville, GA 31044-0560

Gentlemen:

This is further in reference to our discussions regarding locomotive engineer trainees and payment of protective benefits while in training. It is understood and agreed that employees who are in Locomotive Engineer Training (LET) and are compensated at the National Training Rate shall not have such earnings used in computing test period averages under New York Dock conditions. In such cases, earnings from previous months equivalent to the number of months spent in LET will be used instead.

It is further agreed that protective benefits payments under New York Dock conditions will be suspended during any period when the employee is participating in the Locomotive Engineer Training program. Should this occur, the duration of his or her protective period shall be extended for a period of time equivalent to the time spent in LET.

Very truly yours,

D. A. Arouca
D. A. Arouca
Vice President Labor Relations
Consolidated Rail Corporation

R. S. Spenski
R. S. Spenski
Vice President Labor Relations
Norfolk Southern Railway Co.
Norfolk & Western Railway Co.
Cincinnati, New Orleans and Texas
Pacific Railway Company

Agreed:

Larry R. Davis
Larry R. Davis, Vice President

R. W. Earley
R. W. Earley, Vice President

A. L. Smith
A. L. Smith, Vice President

- The current automobile mileage rate established by the Carrier for its non-agreement employees for up to two (2) vehicles in connection with the movement of their personal vehicles to the new location.
- Reasonable charges for storage of all household furnishings for up to sixty (60) days.

II. In lieu of any and all moving expenses and benefits under Article I, Sections 9 and 12 of New York Dock, the employee may elect the applicable lump sum allowance(s) as more fully described below:

- a. A \$2,000 advance payment (in addition to any other payment that may be applicable under this Item II). If an employee accepts this advance payment but does not relocate, the advance payment will be deducted from any monies due the employee. The Carriers will arrange to have the transfer allowance referred to herein issued two (2) weeks prior to the employee reporting to the new work location, provided the employee gives sufficient notification regarding his election as to whether the employee desires Option 1 or Option 2.
- b. A lump sum transfer allowance based upon the shortest highway mileage from the old work location to the new work location as follows:

<u>Mileage</u>	<u>Amount</u>
Up to 449	\$5,000
450-899	5,500
900-1349	6,000
1350+	6,500

50% of the applicable lump sum amount called for by this Item II(b) will be paid when the employee actually relocates to the new work location; and (provided the employee has continued to work or to be available for work at the new work location) the remaining 50% will be paid in two installments at ninety (90) day intervals thereafter.

PUBLIC LAW BOARD NO. 6183

PARTIES) UNITED TRANSPORTATION UNION
TO)
DISPUTE) NORFOLK SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM:

Under Appendix B-3, Section 1 of the Attachment 3 of the BLE Master Implementing Agreement, engineers may exercise seniority as trainmen at a location (terminal) within a zone while junior engineers are working as such at other location(s) (terminals) within the zone.

Under Article XIII, Section 3(3) of the October 31, 1985 UTU National Agreement, are engineers holding seniority as trainmen required to exhaust all engine service seniority prior to exercising seniority in ground service? (UTU & Carrier Files: CS-UTU-1-58-2)

FINDINGS:

The Board, after hearing upon the whole record and all the evidence, finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended; this Board has jurisdiction over the dispute involved herein; and, the parties were given due notice of hearing thereon. Since the Board determined that Carrier employees represented the Brotherhood of Locomotive Engineers (BLE) had a third party in interest as concerns the nature of the claim and question as progressed by the United Transportation Union (UTU), the BLE, pursuant to Section 153, First (j) of the Railway Labor Act, as amended, was notified that it had a right to file an ex parte submission and to participate in hearings on the dispute. The BLE, therefore, filed an ex parte submission and participated in Board hearings on the dispute.

As set forth in the Statement of Claim, the dispute calls for a determination as to whether engineers who also hold seniority in train service are required to exhaust all engine service seniority to positions or assignments in engine service before they may exercise seniority in train service

The protested manner of an exercise of engine service seniority arises from the terms of a Master Implementing Agreement of February 12, 1999 that was entered into between the Carrier and the BLE as part of the Carrier's acquisition of Conrail. This Agreement, among other things, established what is called the Eastern Region Hub Network as an engineer seniority district. The district is configured into nine geographical seniority zones. Within each zone, there are locations (terminals) that also impact the exercise of engineer seniority. The Agreement provides specific language on how seniority is to be used in filling engineer assignments.

As concerns the dispute here at issue, the BLE Master Implementing Agreement permits an engineer to demote himself or herself by exercising their train service seniority at a location (terminal) if that individual engineer cannot hold an engine service position in that terminal. This exercise of seniority to train service notwithstanding that engineers junior in engine service seniority to the engineer who would displace into train service are still working as engineers at other locations in the same seniority zone in which the terminal is located..

It is the position of the UTU that to allow engineers to exercise train service seniority when they have not fully exercised their engine service seniority, subjects an employee in train service to being displaced at a location (terminal), and thus places train service employees in a worse employment position by what the UTU basically characterizes as a self-demoted engineer who has not fully exhausted his or her seniority to available positions or assignments as an engineer.

The UTU contends that the ebb and flow of engineers as concerns an exercise of retained seniority in train service is subject to the provisions of Section 3(3) of Article XIII of the October 31, 1985 UTU National Agreement, and that pursuant to the language of such section that an engineer may not demote himself or herself while standing for any position or assignment in engine service.

Section 3(3) of Article XIII of the October 31, 1985 UTU National Agreement reads:

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 service 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.

Further, the UTU argues that the Carrier, the BLE and the UTU have historically recognized and honored the provisions of the National Manning Agreement of July 19, 1972, as requiring employees in engine service to exercise their engine service seniority to the fullest extent possible prior to exercising train service seniority, except at locations where tri-partite agreements have been provided to the contrary. In this latter regard, the UTU submits that such tri-partite agreements have been entered into with the Carrier, the BLE and the UTU on the St. Louis District and the GS&F District in recognition of the inconvenience and hardship created when engineers, conductors, trainmen and yardmen are unnecessarily forced extended distances to protect their seniority.

The BLE maintains that it has the sole responsibility for all matters concerning when an engineer is required to exercise seniority. It thus says that the UTU has no right or authority to dictate or limit the extent to which an engineer must exercise engine service seniority within his or her seniority zone prior to exercising his or her train service seniority. In this respect, the BLE urges that the aforementioned agreements cited by the UTU as being controlling do not explicitly provide that an engineer must exercise seniority in a zone, district or location before being permitted to exercise seniority to train service. Being silent, the BLE asserts, the specific language of its BLE Master Implementing Agreement must be view as controlling the extent to which an engineer must exercise seniority before he or she can be permitted to exercise any other seniority that he or she may possess.

The BLE further contends that an engineer is not self-demoted, as the UTU would urge, but rather is demoted by virtue of Carrier adjustments of forces at a particular location.

Basically, the Carrier set forth its position in the following manner:

The Carrier's interest is to be able to fill its job vacancies with qualified employees and to fill these jobs with the proper person under the collective bargaining agreements. When an engineer demotes himself back to train service, there cannot be an engineer vacancy in the seniority zone because he would be forced to fill that vacancy under the terms of the BLE agreement. At the time a demotion could occur, there must be at least one more engineer than engineer positions. Therefore, one of the engineers in that seniority zone is going to be demoted back to trainman status because there are not enough engineer jobs. The dispute in this case actually centers on who is the appropriate engineer to be demoted to train service.

The Carrier further submits that in an attempt to resolve the dispute, that it had drafted an agreement with the UTU General Chairman that would reconcile the positions of the parties. The agreement proposed that the zones be subdivided into specified territories, with the understanding: "An employee in engine service may exercise his seniority to a ground service position provided he does not stand for engine service within the territory where he was previously assigned as engineer." The BLE has indicated that it would be willing to accept the terms of the proposed agreement, without precedent, so long as the terms of the agreement apply across the entire seniority district.

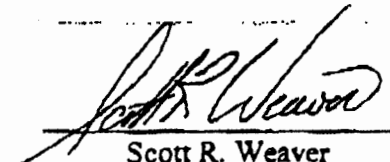
Although the Carrier says that this proposed agreement did not receive the approval of all the affected UTU locals, the UTU says the agreement is still currently before the locals holding jurisdiction for ratification. However, both state that the dispute remains unresolved, and that it is thus properly before this Board for adjudication.


There is no question, as urged by the BLE, that it has the sole right and responsibility for all matters pertaining to engineers where it holds the right to represent engine service employees, including where an engineer is required to exercise his or her seniority. However, there is likewise no question, as the Board views it, that these BLE rights do not extent to a unilateral right of exercise of seniority into train service where the right of representation of train service employees is held by the UTU. In this latter regard, the Board must be guided in its consideration of the dispute here at issue by the provisions of Section 3(3) of Article XIII of the 1985 UTU National Agreement, whereby it clearly states that an employee holding seniority as an engineer shall be permitted to exercise whatever train service seniority that they may have "only in the event he or she is unable to hold any position or assignment in engine service as engineer." Certainly, the reference to the holding of any position or assignment in engine service must be viewed as having intended that an employee in engine service be required to show or demonstrate that they have exhausted all of their engine service seniority rights before being permitted to exercise their train service seniority.

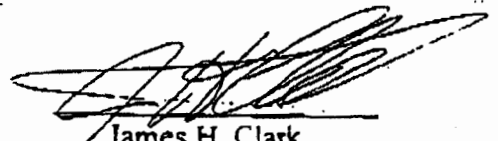
The Board does not have the authority to go beyond the clear and unambiguous language of an agreement that has been duly executed by the parties. Nor may the Board construe agreement language to cover matters that were not mentioned or covered simply because the intent of the original language is found wanting of new or additional application at a later date by an interested party because of certain changing conditions in the work place. We are obliged to apply and interpret agreement language in terms of what was said and meant by the parties at the time the agreement was negotiated.

Under the circumstances, absent mutual agreement between all concerned, the question as presented in the Statement of Claim must be answered in the affirmative. That is, under Article XIII, Section 3(3) of the October 31, 1985 UTU National Agreement, engineers holding seniority as trainmen are required to exhaust all engine service seniority prior to exercising seniority in train service, albeit in the instant case the UTU has stated that it recognizes this requirement as intending that an engineer may not demote himself or herself while standing for engine service "in the zone."

AWARD: The question at issue is answered in the affirmative to the extent stated in the above Findings.


Scott R. Weaver
Carrier Member


Robert E. Peterson
Chair & Neutral Member


James H. Clark
Organization Member

Norfolk, VA
Dated: 5-17-01