

AGREEMENT
BETWEEN THE
DELAWARE and HUDSON RAILWAY COMPANY (D&H)
AND THE
UNITED TRANSPORTATION UNION
COVERING
RATES OF PAY AND WORKING CONDITIONS
FOR
CONDUCTORS, BRAKEMEN, HOSTLERS, EMPLOYED ON
D&H SENIORITY ROSTERS ON THE PROPRIETY AND ACQUIRED LINES

This Agreement governs the rates of pay, rules, and working conditions that apply to train service and locomotive engineers (T&E) employees, as defined herein, who are employed by the D&H. The terms and conditions articulated in this Agreement shall constitute the entire agreement between D&H and UTU with regard to the craft of T&E employees and shall supersede the July 18, 1990, Agreement as well as all rulings or interpretations that have not been codified in this Agreement.

For the:
United Transportation Union

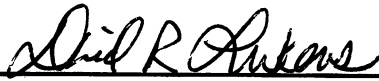
For the:
**Delaware & Hudson Railway
Company, Inc**



Carmine Mastropietro
General Chairman UTU



Cathryn S. Frankenberg
**AVP Labor Relations & Human
Resources – U.S.**



Dave Lukens
General Chairman UTU



Anthony Stillitano
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Effective Date: August 31, 2011

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PREAMBLE

The term "Conductor/Trainman" as used in this Collective Agreement shall be understood to cover all classifications covered by this collective agreement.

The right to make and interpret contracts, rules, rates and working agreements for Conductors and Brakeman shall be vested in the regularly constituted representatives of the United Transportation Union.

ARTICLE 1 PAY

1.1 Rates of Pay

2011 TRAINMEN ROAD SERVICE RATES - EFFECTIVE 7/1/2011

MILES	Job Type	Trip Rate	OVERTIME	
130 Miles or Less	4A	\$197.35	\$37.005	/hour after 8 hours
131 - 163 Miles	4B	\$230.26	\$38.374	/hour after 9 hours
164 - 195 Miles	4C	\$263.21	\$39.494	/hour after 10 hours
196 - 224 Miles	4D	\$300.49	\$40.994	/hour after 11 hours
225 - 254 Miles	4E	\$341.11	\$42.659	/hour after 12 hours
255 - 285 Miles	4F	\$361.96	\$45.257	/hour after 12 hours
286 - 318 Miles	4G	\$394.88	\$49.378	/hour after 12 hours
319 - 350 Miles	4H	\$427.75	\$53.488	/hour after 12 hours
351 - 379 Miles	4I	\$460.60	\$57.587	/hour after 12 hours
380 - 409 Miles	4J	\$493.45	\$61.697	/hour after 12 hours
410 - 440 Miles	4K	\$526.31	\$65.807	/hour after 12 hours
441 - 472 Miles	4L	\$559.17	\$69.917	/hour after 12 hours
473 - 505 Miles	4M	\$592.03	\$74.016	/hour after 12 hours
Through Freight Arbs Protection Allowance	\$1.5181 /mile \$27.77		\$24.669	/hour

2011 Yard/Local Trainmen Rates

Basic Day	Per hour	Overtime per hour	Rate per mile
\$202.84	\$25.355	\$38.033	\$1.5603

2011 TRAINMEN COMBINED SERVICE RATES

MILES	Job Type	Trip Rate	OVERTIME	
260 Miles or Less	5A	\$394.71	\$37.005	/hour after 8 hours
261 - 326 Miles	5B	\$460.51	\$38.374	/hour after 9 hours
327 - 390 Miles	5C	\$526.42	\$39.494	/hour after 10 hours
391 - 448 Miles	5D	\$600.99	\$40.994	/hour after 11 hours
449 - 508 Miles	5E	\$682.22	\$42.659	/hour after 12 hours
509 - 570 Miles	5F	\$723.92	\$45.257	/hour after 12 hours
571 - 636 Miles	5G	\$789.76	\$49.378	/hour after 12 hours
637 - 700 Miles	5H	\$855.50	\$53.488	/hour after 12 hours
701 - 758 Miles	5I	\$921.20	\$57.587	/hour after 12 hours
759 - 818 Miles	5J	\$986.90	\$61.697	/hour after 12 hours
819 - 880 Miles	5K	\$1,052.62	\$65.807	/hour after 12 hours
881 - 944 Miles	5L	\$1,118.34	\$69.917	/hour after 12 hours
945 - 1010 Miles	5M	\$1,184.06	\$74.016	/hour after 12 hours

Overtime for combined service only calculated for actual working time, not deadhead time

2011 CONDUCTOR ROAD SERVICE RATES - EFFECTIVE 7/1/2011

MILES	Job Type	Trip Rate	OVERTIME
130 Miles or Less	4A	\$219.26	\$41.114 /hour after 8 hours
131 - 163 Miles	4B	\$255.81	\$42.637 /hour after 9 hours
164 - 195 Miles	4C	\$292.43	\$43.876 /hour after 10 hours
196 - 224 Miles	4D	\$333.84	\$45.540 /hour after 11 hours
225 - 254 Miles	4E	\$378.98	\$47.388 /hour after 12 hours
255 - 285 Miles	4F	\$402.14	\$50.280 /hour after 12 hours
286 - 318 Miles	4G	\$438.72	\$54.858 /hour after 12 hours
319 - 350 Miles	4H	\$475.24	\$59.424 /hour after 12 hours
351 - 379 Miles	4I	\$511.75	\$63.981 /hour after 12 hours
380 - 409 Miles	4J	\$548.26	\$68.547 /hour after 12 hours
410 - 440 Miles	4K	\$584.76	\$73.114 /hour after 12 hours
441 - 472 Miles	4L	\$621.28	\$77.681 /hour after 12 hours
473 - 505 Miles	4M	\$657.78	\$82.237 /hour after 12 hours
Through Freight Arbs Protection Allowance	\$1.6866 /mile \$27.77		\$27.407 /hour
Deadheading Auto Miles	\$1.9271 /mile \$0.25 /mile		\$31.315 /hour
Meals	\$9.00 each		
Guarantee	\$900 /week		

2011 Yard/Local Conductor Rates

Basic Day	Per hour	Overtime per hour	Rate per mile
\$213.51	\$26.688	\$40.033	\$1.6424

2011 CONDUCTOR COMBINED SERVICE RATES

MILES	Job Type	Trip Rate	OVERTIME
260 Miles or Less	5A	\$438.51	\$41.114 /hour after 8 hours
261 - 326 Miles	5B	\$511.62	\$42.637 /hour after 9 hours
327 - 390 Miles	5C	\$584.86	\$43.876 /hour after 10 hours
391 - 448 Miles	5D	\$667.69	\$45.540 /hour after 11 hours
449 - 508 Miles	5E	\$757.96	\$47.388 /hour after 12 hours
509 - 570 Miles	5F	\$804.27	\$50.280 /hour after 12 hours
571 - 636 Miles	5G	\$877.44	\$54.858 /hour after 12 hours
637 - 700 Miles	5H	\$950.48	\$59.424 /hour after 12 hours
701 - 758 Miles	5I	\$1,023.49	\$63.981 /hour after 12 hours
759 - 818 Miles	5J	\$1,096.51	\$68.547 /hour after 12 hours
819 - 880 Miles	5K	\$1,169.53	\$73.114 /hour after 12 hours
881 - 944 Miles	5L	\$1,242.57	\$77.681 /hour after 12 hours
945 - 1010 Miles	5M	\$1,315.56	\$82.237 /hour after 12 hours

Note: These rate charts will be updated consistent with subsequent wage adjustments.

Where ever “minimum rate” is used in this agreement, means the 130 miles or less in through freight service or the basic day for yard service and local freight service.

1.2 Conductor/Trainmen Miles of Run

The following miles run will be used to determine the appropriate trip rate for Conductors/Trainmen in through freight service.

CORRIDOR	Miles of Run
ALLENTWN/OAK ISLAND	86
ALLENTWN/PHILLY	98
BING/ALLENTWN	158
BING/BUTTON	81
BING/ENOLA	194
BING/HARRISBRG	191
BING/KENWD	174
BINGHAMTON / MECHANICVILLE	149
BINGHAMTON / OAK ISLAND	232
BING/SAR/KWD/SAR	249
BING/TAYLOR	61
BINGHAMTON / WHITEHALL	197
BUTTONWOOD / AFTON (PUSHER)	211
HARRISBURG/PHILADELPHA	121
KENWOOD/ST LUC	240
ROUSE PT/SELKIRK/KENWOOD	226
ROUSE PT/KENWOOD	196
SAR/KNWD/BING	220
SAR/MCVILLE/BING	177
SARATOGA/FRESH POND	201
SARATOGA/KENWOOD	46
SARATOGA/ROUSES PT	158
SARATOGA/SELKIRK	59
SARATOGA/ST LUC	198
SARATOGA/WHITEHALL	42
SARATOGA / HARRISBURG	341
SARATOGA / TAYLOR	204
TAYLOR / OAK ISLAND	173

Note:

- (a) In the event a new run is established, D&H and the UTU will meet to determine the appropriate Trip Rate and overtime provision.

- (b) Miles made for doubling or assisting another train, (D&H or Foreign) will be added to the miles of the appropriate Through Freight Trip Rate.

1.3 Monthly Guarantee

- (a) Conductor/Trainmen regularly set up in freight service, if available for the entire month, will be paid for not less than 3345 miles at through freight rates, in any one month. When it is necessary to reduce the number of employees set up, it will be done in the order of seniority commencing with the junior men. Conductor/Trainmen regularly set up, running only a part of a month, will be credited pro rata with such mileage for each working day within the portion of the month so set up.
- (b) The mileage for which Conductor/Trainmen are paid will, as nearly as possible, be regulated to avoid mileage per month in excess of 4100 miles.
- (c) The spare list for Conductor/Trainmen will also, as far as practicable, be regulated so that they will earn a minimum of 3200 miles per month.
- (d) Arrangements will be made between Local Committees and Local Officers for the application of this rule subject to approval by General Chairman and General Manager before being made effective.
- (e) It is understood and agreed the operation of mileage limitations and regulations will not involve any increased cost to the Carrier. Any deadheading necessary in the application of these regulations or as a result thereof will not be paid for.
- (f) The limitations specified herein are maxima and are not to be construed as having any bearing on the regulation of the number of crews in freight pools or the establishment of assignments.
- (g) All miles paid for on regular working trips and combination deadheading/working trips will be included in the calculation of Conductor/Trainmen miles. In addition, all miles paid for the following miscellaneous claims will also be included in such calculation:
- Deadheading
 - Jury Duty
 - Bereavement Leave
 - Attending Court
 - Special Service
 - Late Cancellation of Assignment
 - Held for Carrier Service

- Annual Vacation
 - Cancelled after reporting for duty (when paid at least a minimum day)
- (h) Refer to Appendix H (b) for the mileage regulation applicable to Harrisburg to Binghamton Pool Crews

1.4 Guaranteed Extra Board

Effective the first month following the effective date of this settlement or as soon as practicable thereafter, the following will apply to conductor/trainmen extra boards:

- (a) If a Conductor/trainmen Extra Board is maintained at any of the Terminals listed below it shall be a single Conductor/trainmen Extra Board per applicable Terminal, except that a single Bid-in-Conductor's extra board will be established at Binghamton and Saratoga for the exclusive use of Bid-in-Conductors. Conductor/trainmen must be qualified to work in any direction from the extra board on which they are assigned. The Carrier will pay three (3) round trips at the prevailing rate for any employee that requires qualification trips.

Binghamton
 Taylor
 Allentown
 Harrisburg
 Oak Island
 Saratoga
 Kenwood
 Plattsburg
 Rouses Point

- (b) Nothing in this Article restricts the Carrier from eliminating any of the conductor/trainmen boards listed above or establishing additional conductor/trainmen extra boards at other locations.
- (c) Conductor/Trainmen marked to the spare board for the entire week (7 day Calendar period) will be guaranteed \$900/ week if they are available for the entire week.

1.5 Minimum rates

(a) Mileage Rates

All service will be compensated on the basis of a Trip Rate and Overtime are detailed in Article 1 Section 1.1 of this agreement.

The Minimum rate for road service will be the Through Freight Trip Rate applicable to the '130 Miles run or less' as outlined in Article 1 per trip or tour of duty. For yard and local service, the Minimum rate is outlined in Article 1 for a conductor and a brakeman per tour-of-duty. A tour of duty

in local/yard service is eight (8) hours.

References to "Basic" or "Minimum" day will be understood to refer to the "Minimum rate" .

Short Turnaround Service will be paid in accordance with Article 1.1 based on total road miles run from departure to return to originating terminal.

1.6 Periodic Rules – Certification Classes

An employee required by the Carrier to attend Periodic Rules Examinations and who as a result thereof loses time, shall be compensated to the extent of all wages he would have earned during the period withheld from service for the purpose of attending such classes. The Company reserves the right to schedule Conductor/Trainmen to attend Periodic Rules Examinations.

1.7 Working Beyond Calling Limits

Conductor/Trainmen required to perform service beyond their calling limits will be compensated as follows:

- (a) Up to 12 miles beyond the calling limits (24 miles in the aggregate), will receive two (2) hours pay at the straight time rate of the Minimum Trip Rate for road service.
- (b) Up to 24 miles beyond the calling limits (48 miles in the aggregate), will receive four (4) hours pay at the straight time rate of the Minimum Trip Rate for road service.
- (c) 25 miles and over, beyond the calling limits (50 Miles in the aggregate), Conductor/Trainmen will receive payment for actual miles run, with no less than a Minimum rate for road service.

Note: This does not pertain to work performed doubling or assisting another train or work performed off mainline.

- (d) Mileage made when run more than one mile off the mainline will be added to mileage trip.

1.8 New Hires Trainee Rates

- (a) The new hire conductor trainees will be paid 75% of the yard conductor rate while in classroom training.

- (b) For the On The Job (OJT) portion of the training, the conductor trainees will receive 75% of the compensation for service received by the conductor on the job on which trainee is working.
- (c) When the trainee is qualified as a conductor, he will receive 90% of the compensation for service for the job on which working until he has completed one calendar year of service. Training time under items 1 and 2 is included in the one year.

1.9 Training Agreement

- (a) From time to time, as may be necessary, the Carrier shall designate a Conductor/Trainman to act as a Conductor/Trainman Trainee Instructor. The Carrier may withdraw such designation at any time. In making such designation, requests by a Conductor/Trainman who does not wish to become a Conductor/Trainman Trainee Instructor or by his representative on his behalf shall be considered by the Carrier provided there are sufficient Conductor/Trainman Trainee Instructors available in the service where same is required.
- (b) While performing their customary service, these Conductor/Trainman Trainee Instructors will act as field instructor in training in the functions and responsibilities of Conductor/Trainman under actual working conditions.
- (c) A Conductor/Trainman Trainee may assume control of the assignment under the supervision of the Conductor/Trainman Trainee Instructor. Conductor/Trainman Trainee Instructors will not be held responsible for incidents related to improper techniques utilized by the Conductor/Trainman Trainee in making coupling of cars, improper issues beyond the control of the Conductor/Trainman Trainee Instructor. They would however, continue to be held responsible for the observance of operating rules, special instructions and other regulations.
- (d) Conductor/Trainman Trainee Instructors will be required to complete progress reports on trainees as may be directed by the Carrier. Incompetence, lack of judgment or other detrimental traits or attitudes will be reported.
- (e) For each tour of duty, in through freight service, in which a Conductor has a trainee assigned to him and he subsequently acts as a Conductor/Trainmen Trainee Instructor and completes all required progress reports, the Conductor/trainman Trainee Instructor shall be allowed the maximum sum of \$13.00 in addition to his normal compensation for that tour of duty.

For each tour of duty, in Yard/Local Freight Service, in which a Conductor/Trainmen have a trainee(s) assigned to them and they subsequently act as Conductor/Trainman Trainee Instructors and they complete all required progress reports, they shall both be allowed the maximum sum of \$13.00 each, in addition to their normal compensation for that tour of duty.

- (f) It is not anticipated that more than one (1) Conductor/Trainman Trainee will be assigned to each individual crew on any given day. However, the Carrier reserves the right to assign two (2) Conductor/Trainman Trainees to any yard/local assignment, on any day, as deemed required by the Carrier. However, at no time will the Carrier assign two (2) trainees to a yard/local assignment, if the conductor has less than one (1) year seniority.
- (g) Nothing in this section shall be construed as preventing the Carrier from designating a Carrier Officer to accompany a Conductor/Trainman Trainee and impart instruction to him.
- (h) There will be no measure of accomplishment attached to the training program that could be used as a reason for discipline against any Conductor/Trainman because a trainee does not progress as desired, providing said Conductor/Trainman is providing the required training.

1.10 FRA Certification Allowance

- (a) Effective July 1, 2012, or the effective date of the Federal Railroad Administration (FRA) regulations establishing conductor certification requirements, whichever is later, employees covered by this section shall be paid a \$ 5.00 certification allowance for each start on a position covered by the D&H/UTU Agreement that requires the employees to have a current FRA certification.
- (b) Payment of the FRA certification allowance will be applied in the manner set forth in the Questions and Answers below.
- (c) There shall be no duplication or pyramiding of certification allowance paid to employees under this section with certification allowance paid under any other Agreement.

UTU FRA CERTIFICATION PAY

APPLICATION AND INTERPRETATION AGREED TO QUESTIONS AND ANSWERS

Effective Date

Q1. What is the effective date for the commencement of payment of the \$ 5.00 certification allowance?

A1. Payment of the \$ 5.00 certification allowance is to commence effective July 1, 2012, or the effective date of the Federal Railroad Administration (FRA) Rule implementing conductor certification, whichever occurs later.

Eligibility

Q2. When is a UTU-agreement covered employee entitled to receive a certification allowance?

A2. When such employee has a start on a position for which FRA certification is required.

Application

Q3. On what basis is the certification allowance payable?

A3. The certification allowance is payable for each start made as a certified conductor in yard and/or road service for D&H. See also Q and A 2.

Q4. What is the amount of the certification allowance?

A4. The certification allowance is \$ 5.00 per start. There is no over mile or overtime component.

Q5. Is the certification allowance payable on any calendar day during which an eligible employee does not have a start.

A5. No. The certification allowance is not payable on any calendar day during which an eligible employee does not have a start*, irrespective of whether the employee is paid for that day. Thus, the certification allowance is not payable in the following examples (which assume in each case that the employee did not have a start during that calendar day):

- Deadheading
- Personal Leave days
- Holidays
- Bereavement Leave
- Jury Duty
- Paid days for attending court, inquests, investigations, safety/training sessions etc.
- Guarantee payments pursuant to guaranteed extra board agreements
- Day for which penalty payments are made such as –
 - Payments made when a conductor is called and released without performing service, runarounds, etc.
 - Payments made under Held Away from Home Terminal rules
 - Make whole payments

*The utilization and application of the term “start” is restricted to the matters addressed in this Addendum and is not intended to address or define that term in any other context.

Application Examples

Tours of Duty/Service Running Over Two Consecutive Calendar Days

- Q6. A certified conductor’s run starts at 4:00 p.m. on Day One and is completed at 1:00 a.m. the next day (Day Two). What certification allowance is payable to the employee?
- A6. The employee is paid one \$5.00 allowance for the start on Day One.
- Q7. A certified conductor’s run starts on Day One and is completed before midnight. Employee is deadheaded in combination service back to his home terminal and the deadhead is completed in Day Two. What certification allowance is payable to that employee?
- A7. The employee is paid one \$ 5.00 allowance for the start on Day One.

- Q8. A certified conductor starts and completes his run on Day One but is held on duty past midnight for testing under FRA alcohol and drug rules. What certification allowance is payable to that employee?
- A8. The employee is paid one \$ 5.00 certification allowance for the start on Day One.
- Q9. A certified conductor is called for a 12:01 a.m. assignment on Day One, but reported 15 minutes early to do preparatory work. What certification allowance is payable to that employee?
- A9. The employee is paid one \$ 5.00 allowance for the Day One start.
- Q10. A certified conductor starts his run on Day One and ties up at 11:55 p.m. on that same day, but completes reports until 12:15 a.m. on Day Two. What certification allowance is payable to that employee?
- A10. The employee is paid one \$ 5.00 allowance for the Day One start.

Multiple Starts, Same Calendar Day

- Q11. A certified conductor commences and completes two starts during the same calendar day. What certification allowance is payable to that employee?
- A11. The employee is paid one allowance for each start, or a total of \$10.00.

Separate Starts During Two Successive Calendar Days

- Q12. A certified conductor starts his run at 4:00 p.m. on Day One and ties up at 1:00 a.m. on Day Two at the completion of that tour of duty. That employee is then called for an assignment on Day Two at 1:00 p.m. which ties up at 10:00 p.m. What certification allowance is payable to that employee?
- A12. The employee is paid one \$ 5.00 allowance for the start on Day One, and a second \$ 5.00 allowance for the start on Day Two.

Multiple Days' Pay for Single Start

- Q13. What certification allowance is payable to a certified conductor for a start for which he is compensated for two or more basic days under agreement rules?

A13. The employee is paid one \$5.00 allowance for that start.

Fringe Benefits, Protective Pay

Q14. Are certification allowance payments received by a certified conductor included in his compensation for purposes of computing vacation pay entitlement?

A14. Yes, when such vacation pay entitlement (for each week) is calculated on the basis of 1/52 of the previous calendar year's compensation. If the vacation pay entitlement (for each week) is paid at the rate of the last service rendered, however, certification allowance payments received would not be taken into account because such allowance payments do not constitute an element of the pay rate.

Q15. Are certification allowance payments credited toward guarantees in protective agreements or arrangements?

A15. Yes, so long as the certification allowance is included for purposes of calculating Test Period Earnings for employee's purposes under existing agreements or arrangements.

Q16. Are certification allowance payments included for purposes of calculating Test Period Earnings for employee protection purposes under existing protective agreements or arrangements?

A16. Yes.

Offsets

Q17. Is the certification allowance payable in addition to payments required under existing rules for special allowances, differentials, arbitraries, and penalties?

A.17. Yes.

ARTICLE 2

GENERAL HOLIDAYS

Yard Service and Local Freight Service

2.1 Regularly Assigned Employees

- a. Employees in yard and road service who meet the qualifications set forth in paragraph (c) of clause 2.1, shall receive one basic trip rate at the rate for the class of service in which last engaged for each of the following enumerated holidays:

New year's Day	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving Day
Good Friday	Christmas Eve Day
Decoration Day	Christmas Day
Fourth of July	New Year's Eve Day (day before
Labor Day	New Year's Day is observed)

Only one basic trip rate shall be paid for the holiday irrespective of the number of shifts or trips worked.

NOTE: (1) When any of the above-listed holidays fall on Sunday, the day is observed by the State or Nation shall be considered the holiday.

(2) When one or more of the designated holidays fall during the vacation period of the employee, he shall, in addition to his vacation compensation, receive the holiday pay provided for herein, provided he meets the qualification requirements. The qualifying days shall be the work days immediately preceding and following the vacation period.

- b. Any of the employees described in paragraph (a) who works on any of the holidays listed shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day. Not more than one time and one-half payment will be allowed in addition to the "one basic day's pay at the pro rata rate", for service performed during a single tour of duty on a holiday
- c. To qualify for holiday pay, a regularly assigned employee referred to in paragraph (a) must be available for or perform service as a regularly assigned employee in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment

works on the holiday, the employee must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, cancelled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on (1) the work day immediately preceding the holiday, (2) the holiday, or (3) the work day immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employee's work week, the first work day following his "days off" shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last work day of the preceding work week shall be considered the work day immediately preceding the holiday.

- d. In road service, lost days preceding or following the vacation period due to the way-from-home operation of the individual's run shall not be considered to be work days for qualifying purposes.
- e. Where a holiday falls on the work day of the assignment, payment of a basic day's pay pursuant to paragraph (a), unless the regularly assigned employee fails to qualify under paragraph (c), shall be applied toward guarantees. Nothing in this Article shall be considered to change or modify the Carrier's right to annul assignments on the holidays enumerated in paragraph (a).
- f. That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph (a) be worked a stipulated number of days per week or month will not apply to the holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this Article will apply.
- g. As used in this Article, the terms "work day" and "holiday" refer to the day to which service payments are credited.
- h. When a regularly assigned employee holding an assignment subject to paragraph (a), performs compensated service at least one day on his regular assignment in the week in which the holiday falls, is required to be used off his assignment to protect other service on one or more or both qualifying days and/or on the holiday, performing or being available for the service he is called to protect will qualify him to receive the holiday basic day's pay at the rate of his regular assignment. He will be paid at the rate of time and one-half for service performed on the holiday provided he works on his regular assignment, and only then if he meets the qualifying requirements set forth in paragraph (c).

- i. A regularly assigned employee holding an assignment which is not subject to paragraph (a), but who is called to protect other service on an assignment which is subject to paragraph (a), will qualify for payment of the basic day for the holiday if he is available for or performs service on such assignment on the qualifying days and on the holiday, provided no other employee qualifies for holiday pay on such position. If the assignment works on the holiday, he will be paid at the rate of time and one-half for service performed on the holiday.

2.2 Extra Employees on a Common Extra List who Protect both Road and Yard Service

- (a) Extra employees, to whom compensation for yard service has been credited on eleven or more of the thirty calendar days immediately preceding the holiday, who meet the qualifications provided for in paragraph (b) of this Clause, shall receive one basic day's pay at the pro rata rate on each of the following holidays:

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

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

NOTE:

- (1) When any of the above-listed holidays fall on Sunday, the date observed by the State or Nation shall be considered the holiday.
 - (2) When one or more of the designated holidays fall during the vacation period of the employee, he shall, in addition to his vacation compensation, receive the holiday pay provided for herein, provided he meets the qualification requirements.
- (b) To qualify, an extra employee, as referred to in paragraph (a), must:
 - 1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday; or

- 2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday; or
- 3) if such employee cannot qualify under paragraph (b) (1) or (2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following the holiday, or perform yard service on any one or more of such days and be so available on the other day or days.

NOTE: For the purpose of paragraph (b), an extra employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the Company to perform other service in accordance with rules and practices of the Company.

- (c) Any of the extra employees described in paragraph (a) of Clause ii who works on any of the holidays listed therein shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day. Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate", for service performed during a single tour of duty on a holiday.
- (d) As used in this Clause ii, the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

NOTE:

- (1) An employee subject to this Clause ii whose service status changes from an extra employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pay provided in paragraph (a) provided (1) he meets the qualifications set forth in paragraph (b) on the day or days he is an extra employee, and (2) he meets the qualifications set forth in paragraph (c) of Clause 2.1 on the day or days he is a regularly assigned yard service employee, provided further, that a regularly assigned yard service employee who voluntarily changes his service status to an extra employee on any of the three qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of this Clause.
- (2) The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

2.3 Unassigned Service

- (a) Trainmen working in unassigned freight service and trainmen that are working on a common extra list for both road and yard assignments will be entitled to the provisions of Article 2.1 and 11, subject to all of the requirements and availability as contained in this Article.

ARTICLE 3

VACATION

- 3.1 (a) Each employee will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service amounting to one hundred sixty (160) basic days in miles or hours paid for.

In the application of this paragraph 3.1 (a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is equivalent of 144 qualifying days.) (See Note below.)

- (b) Each employee having two or more years of continuous service will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service amounting to one hundred sixty (160) basic days in miles or hours paid for and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for.

In the application of paragraph 3.1 (b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See Note below.)

- (c) Each employee having eight or more years of continuous service will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service amounting to one hundred sixty (160) basic days in miles or hours paid for and during the said eight or more years of continuous service renders service of not less than twelve hundred eighty (1280) basic days in miles or hours paid for.

In the application of this paragraph 3.1 (c) each basic day in all classes of service shall be computed as 1.3 days for purposes

of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See Note below.)

- (d) Each employee having seventeen or more years of continuous service will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service amounting to one hundred sixty (160) basic days in miles or hours paid for and during the said seventeen or more years of continuous service renders service of not less than twenty seven hundred twenty (2720) basic days in miles or hours paid for.

In the application of this paragraph 3.1 (d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See Note below.)

- (e) Each employee having twenty-five or more years of continuous service will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service amounting to one hundred sixty (160) basic days in miles or hours paid for and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4000) basic days in miles or hours paid for.

In the application of this paragraph 3.1(e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See Note below.)

NOTE: In the application of paragraphs 3.1 (a) through 3.1(e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

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

The 60 and 30 calendar days referred to in this paragraph (f) shall not be subject to the 1.1, 1.2, 1.3 day computations provided for in paragraphs 3.1 (a) through (e).

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

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing the required basic days under paragraphs (b) through (e).

- (h) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.
- (i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the Company in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the Carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the Carrier.
- (j) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the Company in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a) through (e) and (i).

- (k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the Company in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in the following calendar year, a vacation of such length as he could so qualify for under paragraphs 3.1 (a) through (e) and (i).

- 3.2 Employees qualified under Clause 3.1 hereof shall be paid for their vacation as follows:

An employee receiving one week's vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee if he qualified under Section 1 during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than six (6) minimum basic days' pay at the rate of the last service rendered.

- 3.3 Vacations, or allowances therefore, under two or more schedules held by different organizations on the same Company shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.
- 3.4 Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.
- 3.5 The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary or otherwise, in applying the bulletin rules of schedule agreements.
- 3.6 Vacations shall be taken between January 1st and December 31st, however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the Company and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the Company as soon as possible after the vacation period but the

parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filled.

- 3.7 (a) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.
- (b) After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.
- 3.8 The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefore under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.
- 3.9 The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.
- 3.10 Past service with the D&H Railway in addition to service with the acquired lines will be recognized as service for the purposes of vacation entitlement in accordance with this Article.

3.11 Single Day Vacations

- a. Employees will be allowed to split one week of annual vacation into single day increments.
- b. It is the intent of this section 3.11 to outline the process and conditions of splitting one week of vacation days, and does not constitute an amendment to section 3.1 of this Article.

- c. The intent of permitting the taking of vacation in day increments is to permit the employee to utilize vacation for personal reasons. It is not intended to extend a holiday period; therefore, a vacation day will not be granted on the employee's last work day preceding nor the first work day subsequent to a holiday.
- d. At the time vacations are scheduled an employee who is eligible for more than one (1) week of vacation may elect to split one (1) week of vacation, one or more days at a time.
- e. Vacation days must be lined up with the designated officer one week in advance and scheduled consistent with the requirements of service. The Company shall have the right to defer such vacation days for emergencies and other compelling circumstances. Vacation will be granted only when the vacancy can be filled at the straight time rates and without penalty to the Company.
- f. During the last week of November, the designated officer and the local committee will meet to set the dates of vacation for those who have not already taken their split vacation days or to elect payment in lieu thereof.

3.12 Vacation/Anniversary Date

Conductor/Trainmen reaching sufficient service on their anniversary date in order to qualify for additional weeks vacation may take the additional weeks vacation in the calendar year in which the trainmen attained same.

Example, Conductor/Trainman Smith's 25th year anniversary date is October 15. Conductor/Trainman Smith may take his 5th week of vacation entitlement any time during that same calendar year.

3.13 Computing Basic Days in Miles / Hours For Vacation

In computing basic days in miles or hours paid for, as provided in Clause 3.1, the following interpretations shall apply:

- a. An employee shall be credited a percentage of basic days calculated by all miles paid for divided by basic daily mileage rate of 130 miles.
- b. An employee on a run of 195 miles would be credited with 1 ½ basic days.
- c. An Employee runaround and paid 65 miles (4 Hours) for same will be credited with ½ basic day.

- d. An employee called and released (2 hours at time and one half) will be credited for 49 miles. ($24.375 \times 2 = 48.75$), or .38 of a basic day.
- e. An employee paid no overtime or other allowance, working as follows;

- 1st trip, 156 miles
- 2nd trip, 174 miles
- 3rd trip, 130 miles
- 4th trip, 181 miles
- 5th trip, 130 miles

Total: 781 miles divided by 130 = 6.1 basic days.

An employee who makes a trip of 80 miles in eight hours or less, for which he is paid 130 miles, will be credited with one basic day.

An employee deadheading 4 hours and is paid 65 miles for same, will be credited with one-half basic day.

An employee is paid eight hours under the held-away-from-home terminal rule, will be credited with one basic day.

3.14 Programming Vacations

- (a) The following procedure will govern in the programming of vacations.
 1. During the month of November of each year the Company will post a bulletin requesting applications for "Annual Vacation" to be granted in the following year.
 2. As a basis for Programming Vacations, each Employee in Train Service who is entitled to a vacation will be required to fill out and send in, within a period of thirty (30) days from date of Bulletin notice to the designated Company officer his/her requested choice, from which vacations will be programmed.

This in order that due regard, consistent with the requirements of the service, may be given to the preference of the Employees in his/her seniority order in the class of service in which engaged when granting vacations.
 3. All vacation periods will start on Monday as outlined in the seven day board mark.
 4. Within sixty (60) days after the Bulletin Notice to Employees to submit their vacation requests, the designated Company officer will meet with the Local Chairman on a mutually agreed date to program vacations in the following order:

1st – Employees from whom requests have been received will be programmed the number of weeks entitled to (dependent upon their request) on the basis of seniority.

2nd – Employees from whom requests have been received and whose seniority did not allow programming of vacation will be programmed the number of weeks entitled to (dependent upon their request) on the basis of seniority from remaining available vacation time.

3rd – Employees whose vacation requests are not received before the date vacations are programmed by representatives of the Company and the U.T.U.; including those on the “off duty list”, will be assigned a programmed vacation period(s) from the remainder of available vacation time and on a seniority basis.

5. At the completion of the programming of vacations, the results of such programming will be posted on a bulletin outlining each individual employee starting and ending dates of his programmed vacation.

Note: On the bulletin, employees will also be informed that they will be released on For That Defined Vacation period, and if the exigencies of the service prevent an employee release, he will be given as much advance notice as possible.

6. It is agreed that the programming of vacations should be adhered to as strictly as possible. However, it is recognized that personal reasons may arise making it imperative for an employee to change the date of his vacation. In this context, it is understood that changes will be allowed upon a five (5) day written notice to the Local Chairman and the designated Carrier officer and if the exigencies of the service permit and no other employee is deprived of taking his programmed vacation, same will be arranged mutually.
7. It is further understood that management will be as liberal as possible when setting the number of employees allowed to be off on vacation through mutual handling with the Local Chairman so that the absolute maximum number will be permitted to be on vacation during prime vacation time.

ARTICLE 4

INITIAL TERMINAL DELAY

4.1 Initial terminal delay shall be paid on a minute basis to Conductor/Trainmen in freight service for all time in excess of one hundred twenty (120) minutes computed from the time of reporting for duty up to the time the train leaves the terminal at 1/8th of the basic daily rate, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

Note: The phrase "train leaves the terminal" means when the engine actually passes the AEI reader or, where there is no AEI reader, at the outer main track switch.

This article will not apply to pusher, helper, mine run, shifter, roustabout, belt line, transfer work, wreck, construction or to local freight where switching is performed at initial terminal in accordance with schedule rules.

Note: The question as to what services constitute a "mine run" as that term is used above, shall be determined on each individual railroad by management and the appropriate general committees.

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.4 minutes the period of 120 minutes after which initial terminal delay payment begins.

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

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

ARTICLE 5

FINAL TERMINAL DELAY

5.1 Computation of Time

All time, in excess of 120 minutes, computed from the time engine passes the AEI reader, if no AEI reader at the outer main track switch, used in entering final terminal yard tracks where train is to be left or yarded, until finally relieved from duty, shall be paid for as final terminal delay; provided, that if a train is deliberately delayed between the last siding or station and such switch, designated point or signal, the time held at such point will be added to any time calculated as final terminal delay.

5.2 Extension of Time

Where mileage is allowed between the point where final terminal delay time begins and the point where finally relieved, each mile so allowed will extend the 120 minute period after which final terminal delay payment begins by the number of minutes equal to 120 divided by the applicable overtime divisor $120/13.5 = 8.8$, etc.

5.3 Payment Computation

- (a) All final terminal delay, computed as provided for in this Article, shall be paid for, on the minute basis, at one-eighth ($1/8^{\text{th}}$) of the basic daily rate according to class of service, in addition to full mileage of the trip, with the understanding that the actual time consumed in the performance of service in the final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the final terminal time under this Article. The rate of pay for final terminal delay allowance shall not be subject to increases of any kind.
- (b) After road overtime commences, final terminal delays shall not apply and road overtime shall be paid until relieved from duty.

Note: The phrase "relieved from duty" as used in this Article included time required to make inspection, complete all necessary reports and/or register off duty.

ARTICLE 6

DEADHEADING AND AUTOMOBILE MILEAGE ALLOWANCE

6.1 Employees will be ordered in turn to deadhead when necessary.

6.2 (a) Deadheading and service may be combined in any manner that traffic conditions require, and when so combined employees shall be paid actual miles or hours on a continuous time basis, with not less than a minimum day, for the combined service and deadheading. However, when deadheading from the away-from-home terminal to the home terminal is combined with a service trip from such home terminal to such away-from-home terminal and the distance between the two terminals exceeds the applicable mileage for a basic day, the rate paid for the basic day mileage portions of the service trip and deadhead shall be at minimum rate.

(b) Employees deadheading into their home terminal can have their deadhead combined with service out of that terminal only when the deadhead and service comes within the provisions of short turnaround service rules.

Q-1: If an employee works from his home terminal to the away-from-home terminal and then deadheads from the away-from-home terminal to the home terminal, is it necessary to notify the employee to combine deadhead and service prior to going off duty on the service trip?

A-1 Yes.

Q-2: Does the Carrier have the sole right to determine whether deadheading will be combined with service or paid for separately?

A-2: Yes

Q-3: How is a crew or individual to know whether or not deadheading is combined with service?

A-3 When deadheading for which called is combined with subsequent service will be notified when called. When deadheading is to be combined with prior service, will be notified before being relieved from prior service. If not notified, deadheading and service cannot be combined.

Q-4: Can notification to combine deadheading and service be included in a bulletin: e.g., where a crew regularly performs deadheading that the Carrier wishes to combine with service?

A-4: Yes.

Q-5: Where deadheading is combined with service with a mileage component what is the rate of pay for the deadhead portion of the trip?

A-5: The rate of pay allowed for the service portion of the trip

Q-6: Does the new deadhead rule deal in any way with employees using their personal automobiles to deadhead?

A-6: No. Use of automobiles is not involved in this rule and local agreements and understandings continue to apply.

Q-7: Are local agreements such as "if deadheaded by highway, highway mileage applies and if deadheaded by rail, rail mileage applies preserved by the new agreement?

A-7: Yes, in those situations where deadheading is combined with service and is paid for on a mileage basis.

Q-8: In situations where the carrier chooses to combine deadheading with service, at what point does initial terminal delay begin?

A- 8: At the point and time the crew actually reports on duty for the service trip.

6.3 When deadheading is performed separate and apart from service, payment will be made as follows:

(a) For employees with seniority prior to November 1, 1985:

A minimum day, at the minimum rate applicable to the class of service in connection with which deadheading is performed, shall be allowed for the deadheading, unless actual time consumed is greater, in which event the latter amount shall be allowed.

(b) For employees with seniority later than November 1, 1985:

Compensation will be on a minute basis, at the minimum rate applicable to the class of service in connection with which

deadheading is performed. However, if service after deadheading to other than the employee's home terminal does not begin within sixteen hours after completion of deadhead, a minimum of a basic day at such rate will be paid. If deadheading from service at other than the employee's home terminal does not commence within sixteen hours of completion of service, a minimum of a basic day at such rate will be paid.

A minimum of a basic day will also be allowed where two separate deadhead trips, the second of which is out of other than the home terminal, are made with no intervening service performed. Non-service payments such as held-away-from-home terminal allowance will count toward the minimum of a basic day as provided herein.

(c) Rate of pay for deadheading will be \$.48 per minute, which will be subject to future GWI's

Q-1: Can a runaround occur when a crew working into the away-from-home terminal is relieved and deadheaded home separate from service?

A-1: Local runaround rules continue to apply.

Q-2: Are preexisting rules which provide for less than a minimum day payment when deadheaded separate and apart from service eliminated so as to now require payment of a basic day when applicable?

A-2: Yes, unless the carrier has notified the organization of their desire to retain their preexisting rule on or before November 1, 1985.

Q-3: Section 2(a) provides that the payment to present employees for deadheading separate from service is a minimum day at the basic rate applicable to the class of service in connection with which deadheading is performed. Does this supersede the current rule which provides that payment for deadheading on passenger trains shall be at 1/2 rate?

A-3: Yes.

6.4 Available spare and/or pool Conductor/Trainmen will be called on a first-in, first-out basis to 1) meet traffic situations and 2) fill vacancies at outside points. Employees called to deadhead to meet traffic situations, or to fill vacancies at outside points caused by sickness or

unfit; death; vacation will be paid on the basis of and at the rates specified in Articles 6.2 and 6.2 (b).

NOTE: Under Article 6.2, Conductor/Trainmen called in turn, i.e., in accordance with local practice, (first-out on spare board; senior man on spare board; junior man on spare board or senior laid-off employee), as the case may be failing to accept such call will lose his preference of employment as a Conductor/trainman until the employee relieving on the vacancy again books on at the home terminal; or he may subsequently fill the vacancy with no deadheading payment involved.

- 6.5 Such deadheading mileage will be regarded as mileage worked for the purpose of computing mileage or days worked.
- 6.6 When a Conductor/Trainman is ordered to deadhead, the Carrier will provide or arrange for transportation. When rail or other public transportation is not available and a Conductor/Trainman is authorized to use his private automobile, he will be reimbursed at the rate of twenty-five (25) cents per mile for the miles traveled via the most direct highway route.

ARTICLE 7

MEAL PERIODS

7.1 Assigned Service

- (a) Conductor/Trainmen that perform the preponderance of their work in terminal switching limits will be allowed 20 minutes for lunch between 4 and 5-1/2 hours after starting work without deduction from their pay. Such Conductor/Trainmen will not be required to work more than 5-1/2 hours without being allowed twenty minutes for lunch, with no deduction in pay.
- (b) Conductor/Trainmen who perform the preponderance of their work in other than terminal switching service, will be allowed 20 minutes time for lunch.

7.2 Unassigned Service

- (a) Conductor/Trainmen in through-freight service will upon request be granted permission to eat en route provided conditions permit. When Conductor/Trainmen are not permitted to stop to eat they will be paid one meal for the trip. The allowance provided for herein shall be increased according to future negotiations concerning such allowances.

- (b) Unassigned Conductor/Trainmen in local, way freight, mine run, work, wreck, construction, snow-plow and traveling switcher service will be given a reasonable time to eat during their trip or tour of duty.
- (c) Effective January 1, 2010 of this agreement, increase the meal allowance in Article 8.1 (a) to \$9.50.

ARTICLE 8

JURY DUTY

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

- (a) An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (b) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (c) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

ARTICLE 9

MOVING DEFECTIVE CARS

Train crews will not be compelled to handle cars in train, the draft gear of which is defective and requires to be chained, further than to take a car of perishable freight or livestock that may become disabled en route to the first terminal.

ARTICLE 10

PILOTING

- 10.1 Conductor/Trainmen acting as pilots will be paid Conductor's Through Freight Rates.
- 10.2 When a pilot, as defined in Operating Rules, is required, a competent Conductor/Trainman will be supplied in addition to the regular crew. A Conductor/Trainman unfamiliar with the physical characteristics of the road will not be required to go.

ARTICLE 11

CALLED AND NOT USED

Conductor/Trainmen called for duty and afterwards cancelled or set back, will be paid through freight minimum rate, minimum of two hours at the time and one half rate. If held over two hours they will be paid at the rate of time and one half for time held and if cancelled after leaving shop track will be paid the applicable Trip rate, but will be liable for further service to the extent of a minimum day.

ARTICLE 12

RUNAROUNDS

- 12.1 No Conductor/Trainman whether assigned in regular, extra or pool service may be run around at his home terminal or away from home terminal. A Conductor/Trainman who is run around in violation of this Article shall be paid 4 hours at the minimum rate for each run-around and hold his turn out.
- 12.2 When unassigned Conductor/Trainmen have come on duty in turn, and they have got their engine, and commenced work, they will remain with train called for, even though another Conductor/Trainman comes on duty later and gets out of terminal first. The first Conductor/Trainman called will not be entitled to pay for a runaround.

NOTE: In the application of the provisions of this Article,
Conductor/trainman shall be considered to have commenced
work subject to one or more of the following provisions:

- a. after leaving the shop track or change-off point with the locomotive;
- b. the crew has commenced to switch;

- c. in the above case of a run-through train, after the train starts to move.

ARTICLE 13

DOUBLING AND ASSISTING

Mileage made doubling or assisting other trains will be added to the mileage of the trip.

ARTICLE 14

SNOW PLOW SERVICE

Conductor/Trainmen will not be compelled to ride on snow plows or flangers, but will be supplied with a caboose or suitably equipped locomotive.

ARTICLE 15

BEREAVEMENT LEAVE

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's spouse, son, daughter, mother, father, sister, brother, grandchild, grandparent, mother-in-law, father-in-law. In such cases a minimum rate will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner.

NOTE: The Company agrees to apply this provision so that legally adopted children or the employee's spouse's children are covered.

ARTICLE 16

HELD OFF DUTY

- 16.1 Employees held off on Company business, or on Company's order, will be paid trip rates for mileage lost, and reasonable expenses, if away from home.
- 16.2 Employees called as witnesses in Court by the Carrier, or before a Coroner's inquest, will be allowed time, minimum day's pay for each 24 hours or portion thereof detained from duty. Employee assigned to

regular runs so held will receive not less than their regular rate for the time lost. Actual reasonable expenses incurred while away from home will be allowed. Court witness fees and mileage will be assigned to the Company in cases in which pay is allowed.

ARTICLE 17

SUNDAYS OFF

- 17.1 Conductor/Trainmen assigned to work train service will not be considered absent from time work is through Saturday night until time required to report for work on Monday, unless notified before laid up Saturday that they will be required.
- 17.2 Employees will be allowed to go home for Sunday if train service permits and their absence will not interfere with work service.

ARTICLE 18

HELD AWAY FROM HOME TERMINAL

- 18.1 Conductor/Trainmen in assigned, pool freight and unassigned service held at other than home terminal longer than fifteen (15) hours without being called for duty shall be paid for the first 8 hours in each subsequent 23 hours on the minute basis at 1/18th of the freight service basic day. Time to be computed from the time pay ceases on the incoming trip until the time pay commences on the next outgoing trip.
- 18.2 When the Company ties up a road service crew, or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the Company's expense or an equitable allowance in lieu thereof. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

If an allowance is made in lieu of lodging, such allowance shall be removed if suitable lodging is supplied.

This Agreement covers men in through and local service called from the extra board or used in the capacity of an extra man to fill vacancies at outlying points subject to the following additional conditions:

1. The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.
 2. Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour or duty.
- 18.3 When the Company ties up a road service crew, or individual members thereof, at a terminal (as defined in section 18.2 other than the designated home terminal) for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance, and an additional meal allowance will be provided after being held an additional eight hours.
- NOTE: For the purposes of section (1) and (2) above extra board employees shall be provided with lodgings and meal allowances in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.
- 18.4 Crews may be tied up at locations mutually agreeable between the General Chairman and the designated Company Manager.

ARTICLE 19

LEAVE OF ABSENCE

- 19.1 Leave of absence will be taken at home terminal.
- 19.2 Conductor/Trainmen shall be allowed up to 30 days off duty upon receipt of permission from the designated Carrier Officer. Conductor/Trainmen must request written leave of absence when they are to be off duty for more than 30 consecutive days.
- 19.3 A written leave of absence without impairment of seniority shall be granted upon request to a Conductor/Trainman for the following reasons:
- (a) To accept an official position with the Carrier or related national railroad agencies.
 - (b) To perform Union committee work or to accept full-time Union position.

- (c) To accept an elective or appointive public office for which a competitive examination is not required.
- 19.4 A Conductor/Trainman granted a leave of absence in accordance with paragraph 19.3 (a) or (b) above shall be granted that leave of absence for the duration of the assignment.
- 19.5 Upon request, a Conductor/Trainman shall be granted a written leave of absence to perform military service in accordance with current applicable reemployment statutes.
- 19.6 A request for a leave of absence shall be considered only when the requirements of the service permit. If a request for a leave of absence is denied, the General Chairman shall, upon request, be advised the reason for denial.
- 19.7 A request for a leave of absence or for an extension must be made in writing to the designated officer of the Company, with a copy to the General Chairman.
- 19.8 No leave of absence or extension thereof shall exceed one year.
- 19.9 A Conductor/Trainman who fails to report for duty within 15 days after the expiration of an authorized leave of absence or an extension thereof or fails to furnish satisfactory reason for not doing so shall have his seniority terminated and record closed. A Conductor/Trainman whose seniority has been terminated may, through his General Chairman, appeal such termination to the designated Company officer within 30 days of the notice of termination.
- 19.10 A Conductor/Trainman granted a leave of absence under clause 19.3 (a) or (b) shall be required to return to duty in the craft within 60 days after being relieved of his assignment, or he shall be subject to conditions set forth in clause 19.3.
- 19.11 A Conductor/Trainman who absents himself without a written authorized leave of absence as provided in this rule shall have his seniority terminated.
- 19.12 A leave of absence is not required when a Conductor/Trainman is unable to perform service for the Company due to a bona fide sickness or injury.
- 19.13 A Conductor/Trainman absent in accordance with clause 19.2 who engages in other employment shall forfeit all of his seniority under this Agreement.

ARTICLE 20

CALLING

- 20.1 Employee will be called in time to be on duty at time required by the Company. Where telephone service is available, employees will be called by telephone only.
- 20.2 In cases of telephone failure, other means will be used. For the purposes of this clause, telephone failure means situations where the operator advises that the call cannot be completed as dialed or the line would go dead. Employees will be given at least a three hour call at the home terminal except in cases of emergency.
- 20.3 In circumstances where employees are accommodated in facilities provided by the Company, either telephone or other means will be utilized.
- 20.4 In special circumstances, arrangements may be locally agreed upon to extend the three-hour call provision referred to in 20.2 above.
- 20.5 Undisturbed rest is calculated from the time mark off duty until the time the Conductor/Trainman is called.

ARTICLE 21

INEXPERIENCED EMPLOYEES

One Conductor/Trainman on each train must have at least six (6) months' experience, and the same or another employee must be acquainted with the run. A Conductor/Trainman will not be required to take out an incompetent Conductor/Trainman unless the alleged in competency is disproved.

ARTICLE 22

SENIORITY LISTS

- 22.1 The Company will prepare seniority lists and will have them posted in January of each year, and will include in the posting the Carrier Officer to whom protest must be presented. Said lists will be posted in conspicuous places at all terminal registering points with copies provided to the Local Chairmen and the General Chairman. Employees who's standing is incorrectly shown must protest in writing within ninety (90) days thereafter, to the designated Carrier Officer.
- 22.2 A Conductor/Trainman who is absent in accordance with the provisions of Article 19 may enter protest in accordance with the provisions of this article within 90 days after returning to service.

- 22.3 In the event that no protest is made within the limitations of this article, no protest will thereafter be considered and the established standing will be confirmed on all subsequent lists.

ARTICLE 23

SENIORITY AND PROMOTION

- 23.1 System Seniority (with prior rights) (See Appendix "G")
- 23.2 (a) The seniority of any employee whose seniority in train or engine service is established after the effective date of this agreement and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.
- (b) 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 on the effective date of this agreement. Such employees will be allowed to relinquish their newly acquired seniority during a ninety day period following such effective date.
- (c) On or after November 1, 1985 any person establishing seniority in engine service without first establishing seniority as Conductor/ Trainman will establish a seniority date as Conductor/Trainman on the date he or she establishes seniority in engine service.
- (d) An employee establishing seniority as a Conductor/Trainman shall be permitted to exercise such rights only in the event he or she is unable to hold any position on assignment in engine service as Engineer, and such employee shall not, by such placement, be given any "present or protected employee" rights under present crew consists, agreements or any negotiated in the future.
- (e) Subject to the Carrier's legal obligations, when selecting new applicants for engine service, opportunity shall first be given to employees in train service on the basis of their relative seniority standing, fitness and other qualifications being equal. Transfer of Engineers from one prior rights district to another on the same railroad system will not be violative of this provision.
- (f) Any person who is selected for engine service and does not have seniority as Conductor/Trainman will acquire seniority as

Conductor/Trainman upon entering engine service, subject to Article 23.2, Clause (g).

- (g) An employee who has established seniority as Conductor (Foreman, Conductor/Trainman) who is selected for engine service shall retain his seniority standing and all other rights in train 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.
- (h) The following principles will govern in the selection and promotion to engine service and Conductor:
 1. Conductor/Trainmen who established seniority prior to November 1, 1985 will be governed by existing rules with respect to promotion to Conductor and will not be required to accept promotion to engine service.
 2. Brakemen who establish seniority on or after November 1, 1985 must accept promotion to Conductor in proper turn.
 3. Brakemen who establish seniority on or after November 1, 1985 will be selected for engine service in accordance with the provisions of this Article 24.2. However, if a sufficient number of Conductor/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 Conductor/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 Conductor/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.

ARTICLE 24

Seven (7) Day Board Mark / Extra Boards / Recall to Service

(All times in this Article Refers to Eastern Standard Time)

24.1 Seven (7) Day Board Mark

A seven day board has been established based on the following parameters;

- (a). Conductors/Trainmen will bid to a position for a seven (7) day period.

- (b). Conductors/Trainmen may place a bid to a position or job, including the Extra Board by filing a bid in the prescribed manner, by 1000 hours on Friday for the 7day period that will begin 0001 hours on the following Monday
 - i. All changes will be executed by 2100 hours on Sunday for 0001 hours on Monday.
 - ii. Increases or reductions to assigned service or unassigned service will be done at 2101 hours on Sunday for 0001 hours on Monday.
 - iii. Determination to establish a new job or abolish an existing job will be announced by noon on Wednesday for the following period. This will include increases or reductions in the pool made in connection with mileage regulations.
 - iv. Vacations vacancy for seven (7) days or more will be made available to the senior qualified Conductors/Trainmen on the Conductors/Trainmen extra board in the preceding board mark period.

- (c) Positions will be awarded by seniority preference in accordance with Brakeman/Conductor standing bid preference, and once awarded a position, a Conductor/Trainman will hold that position for that 7 day period.

- (d) Conductors/Trainmen who do not submit a different bid for a new bid period will be governed by their last standing bid.
 - i. Once submitted, a bid will remain in effect until replaced by a new bid.

- ii. In the event there is no standing bid or there are insufficient choices to place a Conductor/Trainman, such Conductor/Trainman will be placed based on a default list for that crew board that will be agreed upon by the Carrier and the Local Chairman.

- (e) Conductor/Trainmen will be assigned to a job/assignment according to their standing bid on file. If the job/assignment, is not "in", the Conductor/Trainmen will assume the job/assignment upon its return.

- (f) Conductor/Trainmen coming into pool service will designate turn/link number desired, once in a pool, Conductor/Trainmen can not move within a pool.

- (g) Conductor/Trainmen marking up for service after a 7 day period begins will assume a position on the bottom of the extra board until the next bid period.

- (h) Conductor/Trainmen will not be allowed to move to a position on which they are not qualified unless they cannot hold any other Conductor/Trainmen position in their terminal.

- (i) Any vacancy that becomes available after the start of the bid period will be filled from the Extra Board for the remainder of that 7 day period.

- (j) All vacation will begin on Monday of each 7 day bid period.

- (k) The Carrier will load all the initial bids into CMA and send them back to the Local Chairman with a copy of each Conductor/Trainman selection entered into CMA.

- (l) Any schedule rules or agreements in conflict herewith are superseded or modified to be consistent with the intent of this agreement.

- (m) Subsequent to the implementation of the 7 day board mark, a Service Area Notice will be issued establishing a ten (10) day period within which Conductor/Trainmen at each terminal must notify the Crew Management Center (CMC) of their desire to be qualified on territory within their assigned terminal where they are not currently qualified.

CMC will schedule necessary qualification trips based on the Conductor/Trainmen seniority and the needs of the operation.

Conductor/Trainmen will be required to accept calls for qualification

or must qualify on their own time without pay.

New York (NYC) is excluded from this provision.

Conductor/Trainmen on qualifying trips will be paid the same as the Conductor/Trainmen on the assignment on which they are qualifying.

Once qualified, Conductor/Trainmen will be required to maintain their qualification.

- (n) The Company has a right to regulate the Extra Lists. Extra Lists will be adjusted each week by forecasting in advance the number of known vacancies for the upcoming week on the basis of one man per vacancy and further supplemented with no more men than is necessary to cover the forecasted average amount of extra assignments on the basis of 6 starts each week per employee.

Conductor/Trainmen who remain on the extra board for the upcoming week will retain their relative standing on the board.

Conductor/Trainmen electing to bid to the board for a new week will be placed, in seniority order, below those Conductor/Trainmen remaining on the board.

If a position is vacated in front of a remaining Conductor/Trainmen, the remaining Conductor/Trainmen will be moved ahead in rotation order.

Once the seven day board mark is implemented, the extra board will be adjusted, if required, at 0001 hours on Sunday and, the work week will change to 0001 hours on Saturday to 2359 hours on Monday.

- (o) Conductor/Trainmen may voluntarily exercise seniority to another terminal in accordance with the following;
 - (i) Conductor/Trainmen will be afforded necessary qualification trips in accordance with current rules.
 - (ii) Conductor/Trainmen must remain at the new terminal for a minimum of 120 days, except for the Binghamton/Saratoga pools, and, seniority will not allow the Conductor/Trainmen to hold a position at the terminal to which seniority was exercised. The 120 day period may be adjusted or waived by agreement between the parties.
 - (iii) For purposes of this section, terminals are:

- (a) Saratoga, Fort Edward, Kenwood, and Plattsburg
 - (b) Binghamton, and Taylor
 - (c) Allentown, Harrisburg, Philadelphia, and Oak Island
- (iv) Once qualified at that terminal, the employee will be responsible for subsequent qualification if leaving and subsequently returning to that terminal.

24.2 Adjustment of Extra Boards

- (a). Extra Boards will be maintained sufficiently to cover vacations, reasonable layoffs, personal days and other vacancies that may occur.
- (b). Extra board adjustments will be done by noon Wednesday, of each week to be effective at 0001 hours on Monday
- (c). In the event the Local Committee of the Union should have a concern with the adjustment of any specific Extra Board, as it relates to size and workload they may raise the matter in writing with the appropriate designated Carrier Officer.
- (d). It is understood that a conductor/trainman called from the extra board to fill a Conductor's vacancy on a local/yard assignment, for which he is not qualified, will be called to cover the Conductor/Trainmen assignment on said local/yard assignment and the Conductor/Trainman is required to move over to cover the Conductor's vacancy.

Upon request the parties will meet promptly to review and discuss the matter.

24.3 Recall to Service

- (a). When forces are increased, Conductor/Trainmen will be called to return to service in the order of their seniority and remain on the extra board until either the next regular adjustment.
- (b). A furloughed trainmen being recalled to active service, at the terminal they last worked, will be contacted by CMC and advised of the need for their service.

Employees furloughed less than forty-five days will be allowed up to forty-eight (48) hours to report, employees furloughed forty-five (45) days or more will be allowed up to seven (7) days to report.

If an employee does not respond within the applicable time period, they will be sent a certified letter advising them of the need for services at the relevant location. Employees that do not respond to the recall within ten (10) calendar days of receipt of the certified letter, will have their

seniority terminated. Certified letters, sent to the last know address, that are returned undelivered, will be considered delivered for purposes of this agreement.

- (c). A Furloughed conductor/trainmen being recalled to active service, at other than the terminal they last worked, will not be required to accept recall, unless there are no other conductor/trainmen to fill position.

Employees furloughed less than forty-five (45) days will be allowed up to seventy-two (72) hours to report, employees furloughed forty-five (45) days or more will be allowed seven (7) days to report. If an employee does not respond within the applicable time period, they will be sent a certified letter advising them of the need for their services at the relevant location.

Employees that do not respond to the recall within ten (10) calendar days of receipt of the certified letter, will have their seniority terminated. Certified letters, sent to the last known address, that are returned undelivered, will be considered delivered for purposes of this agreement.

- (d). Engineers and Engineer trainees shall not be used to fill any Conductor/Trainmen positions, at any terminal, as long as there are qualified, available furloughed Conductor/Trainmen at that terminal and all calling procedures at that terminal, including the calling of available regularly assigned Conductor/Trainmen have been full filled.
- (e). Conductor/Trainmen unable to hold a position at their home terminal may exercise seniority in accordance with Article 24.1 (o).

ARTICLE 25

REPORTING OFF

- 25.1 Conductors/ Trainmen marking off sick or personal will be considered off for a minimum 24-hour period.
- 25.2 Conductors/ Trainmen must specify the length of time off when reporting off for any reason.
- 25.3 At the expiration of the authorized time off, the Conductors/ Trainmen is automatically marked up.
- 25.4 An employee will not be considered absent without authority If he/she proves that a medical emergency or catastrophic event made it impossible to report for service as required.

ARTICLE 26

FIRST-IN FIRST-OUT

- 26.1 Through freight crews will be run first-in first-out of the terminals on their respective territories, except as otherwise provided in section 26.2 of this Article.
- 26.2 Conductor/Trainmen will be notified when called whether for straight-away or turnaround service and will be compensated accordingly. Such notification will not be changed unless necessitated by circumstances which could not be foreseen at time of call, such as accident, locomotive failure, washout, snow blockage, or where line is blocked.

A crew in unassigned service called for a straight-away trip and released from duty at the objective terminal of that trip will not be run around by an unassigned crew called for turnaround service over the same route.

A crew in unassigned service may be called to make more than one short trip and turnaround out of the same terminal and paid actual miles, with a minimum of 100 miles for a day provided (1) that the road miles of all trips do not exceed 100 miles, (2) that the road miles from the terminal to the turning point do not exceed 25 miles, and (3) that the crew shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty 8 consecutive hours, computed from the time of departure from the outer main track switch or designated point on the initial trip, except as a new day subject to the first-in first-out rule or practice.

- 26.3 Points on current time table where one or more trains end are terminal points for such trains. The meaning of "Terminal" in this Article is understood to be the regular points between which crews regularly run.
- 26.4 A through freight crew which has made other than a straight trip from home to distant terminal, or which has made a turnaround trip out of the distant terminal, will not be required to make another trip out of the distant terminal until after having made a trip to home terminal if other unassigned crews of their division are available. A through freight crew which has made other than a straight trip, or has made a turnaround trip out of the distant terminal and again stands for same out of the distant terminal, will not be called for the service; the first crew out which has made a direct trip from the home terminal to the distant terminal will be called. Article 12 will not apply to crews run around under this arrangement, and such crews making claim under

Article 18 will do so from time of arrival of crew which took its turn for turnaround run or run to point off direct route between distant and home terminal. This rule will be applied on the basis of the intended service at the time call is given, and will not interfere with the application of Clause 26.2 of this Article, in securing day's work from crew.

NOTE: It is understood that the above provision may be modified to suit local conditions existing at individual points, provided such modification is arranged under agreement between the local representatives of the employees and the officers of the Carrier.

26.5 Interpretation

- (a) Crews may be required to double out of a terminal, providing the tonnage hauled in the doubling movements is confined to cars to be taken forward in their own train from point to which doubling movements are made, and provided further that the point to which such movement is made is over a legitimate doubling grade.
- (b) Crews making more than one short turnaround trip in a day's work will be paid on the basis of time only, with a minimum of 8 hours for the day's work, irrespective of actual mileage.

ARTICLE 27

START TIME

27.1 Assigned Service

Regularly assigned crews shall have a fixed starting time and shall be paid on a continuous time basis from such time until their tour of duty is completed, except that, if the starting time is set back by up to three hours and crews have been advised of such a change at least two hours prior to the revised time, payment will commence from the revised starting time.

27.2 Unassigned Service

- (a) Crews that would otherwise operate in pool or unassigned service may be given a fixed marking time when mutually agreed to in writing by local committees and the designated Company Manager having jurisdiction. Such arrangement will be agreed to by the Company when it can be shown to be operationally feasible and introduced at no additional cost.

- (b) Fixed marking times in accordance with paragraph (a) of this clause will be bulletined. The marking time so bulletined may be set back once with respect to each tour of duty. Conductor/Trainmen will be advised of a change in the marking time at least 2 hours prior to the bulletined marking time of the particular run. Such fixed marking times will be designated at the home terminal only.
- (c) On arrival at the away from home terminal, crews will run first-in-first-out in accordance with the requirements of Article 26 of the collective agreement.
- (d) Except as otherwise provided in this clause, runs with marking times will be considered as runs in unassigned service.

ARTICLE 28

PHYSICAL, FITNESS, DETERMINATION OF

- 28.1 (a) When a conductor/trainman has been physically disqualified he shall be furnished a copy of the medical report containing the reason for disqualification.
- (a) When a conductor/trainman has been physically disqualified and a physician of his choice disputes the medical diagnosis of the Carrier which resulted in the conductor/trainmen disqualification, such disqualification may be appealed and a request made for an examination by a neutral physician. The request for a neutral physician must be made by the General Chairman to the highest appeals officer of the Carrier. A copy of the findings of the conductor/trainmen personal physician must accompany such request. The neutral physician shall be a specialist in the field involved in the disqualification, and shall be selected by a physician designated by the conductor/trainman through his General Chairman and a physician designated by the Carrier. To the extent practical the neutral physician and the examination shall be at a location convenient to the conductor/trainman.
 - (b) The conductor/trainman shall be examined by the neutral physician who shall report his findings in writing to the physician designated by the General Chairman and to the Senior Corporate Advisor, Occupational & Environment Health of the Carrier. The findings of the neutral physician shall be final and binding. If the neutral physician finds that the diagnosis of the Carrier physician is not correct, the conductor/trainman shall be

returned to service promptly after the report is received by the Carrier.

- (c) A physically disqualified conductor/trainman who is returned to service on the basis of the decision of the neutral physician shall be paid for time lost due to his disqualification computed from the date of receipt of written medical report from the conductor/trainman's physician by the highest appeals officer of the Carrier. The General Chairman and the highest appeals officer of the Carrier shall determine the payment to be made for time lost if the physically disqualified conductor/trainman performed compensated service on an irregular basis during the 6 month period before his disqualification.
- (d) A conductor/trainman who has accepted physical disqualification or who was found to be properly disqualified by a neutral physician may, if there has been a change in his physical condition as evidence by a report of his personal physician, request a reexamination. There shall be no claim for time lost in such case unless the Carrier refuses to grant the reexamination or there is unreasonable delay in applying the terms of the rule.
- (e) The Carrier shall pay its physician, and the conductor/trainman shall pay the physician he designates. The expense of the neutral physician, including such X-ray and laboratory examinations as he may require, shall be divided equally between the Carrier and the conductor/trainman involved.
- (f) Should a conductor/trainman fail to pass the indoor color perception test and such test has not conclusively proved that the conductor/trainman is not qualified for service, he shall, upon request of the Local chairman, be given field tests by a proper officer of the Carrier. Such tests may be witnessed by the local Committee or committees. The field tests shall consist of such examinations and shall be conducted in such manner as the Carrier thinks necessary to establish to its satisfaction that the conductor/trainman is fit to perform the duties of his assignment safely and adequately. The tests shall include the perception of the colors of the flags, lamps and signals that are used in the operation of trains and in switching service, and the tests shall be conducted, as nearly as practicable, under the varying conditions under which road and yard trainmen work.

ARTICLE 29

DISCIPLINE AND INVESTIGATION

- 29.1 Except as provided in section 29.3, no conductor/trainman will be disciplined, suspended or dismissed from the service until a fair and impartial formal investigation has been conducted by an authorized Company Officer.
- 29.2 (a) Except when a serious act or occurrence is involved, a conductor/trainman will not be held out of service in disciplinary matters before a formal investigation is conducted. A serious act or occurrence is defined as: Rule "G", Insubordination, Extreme Negligence, Dishonesty.
- (b) If a conductor/trainman is held out of service before a formal investigation for other than a serious act or occurrence, he will be paid what he would have earned on his assignment had he not been held out of service beginning with the day he is taken out of service and ending with the date the decision is rendered or he is returned to service, excluding the day of the formal investigation, whether or not he is disciplined. Holding a conductor/trainman out of service before a formal investigation or paying him for being out of service for less than a serious act or occurrence is not prejudging him.
- 29.3 Formal investigations, except those involving a serious act or occurrence, may be dispensed with should the conductor/trainmen involved and/or the Local Chairman and an authorized officer of the Company, through informal handling, be able to resolve the matter to their mutual interests. Request for informal handling must be made at least 24 hours before a formal investigation is scheduled to begin. No formal transcript, statement or recording will be taken at the informal handling. When a case is handled informally and the matter of responsibility and discipline to be assessed, if any, is resolved, no formal investigation will be required. A written notice of the discipline assessed and the reason therefore will be issued to the trainmen responsible, with a copy to the Local Chairman, if he participated in the informal handling, at the conclusion of the informal handling. Discipline matters resolved in accordance with this paragraph are final and binding.
- 29.4 (a) A conductor/trainman directed to attend a formal investigation to determine his responsibility, if any, in connection with an act or occurrence will be notified in writing within 10 days from the date of the act or occurrence or in cases involving dishonesty, criminal offenses, or letters of complaint within 10 days from the date the designated Company Manager becomes aware of such act or occurrence. The notice will contain:
- i) The time, date and location where the formal investigation will be held.
 - ii) The date, approximate time and the location of the act or occurrence.

- iii) A description of the act or occurrence which is the subject of the investigation.
 - iv) A statement that he may be represented by his duly accredited representative of the United Transportation Union.
 - v) The identity of witnesses directed by the Company to attend.
- (b) When a letter of complaint against a conductor/trainman is the basis for requiring him to attend the formal investigation, the conductor/trainman will be furnished a copy of the written complaint together with the written notice for him to attend the investigation.
- 29.5 (a) The investigation on any matter must be scheduled to begin within 10 days from the date the notice of the investigation is mailed to the conductor/trainman.
- (b) A conductor/trainman who may be subject to discipline will have the right to have present desired witnesses who have knowledge of the act or occurrence, to present testimony, and the Company will order employee witnesses to be in attendance.
- (c) The time limit is subject to the availability of the principal(s) involved and witness(es) to attend the formal investigation and may, by written notice to the trainmen involved, be extended by the equivalent amount of time the principal(s) involved or necessary witnesses are off duty due to sickness, temporary disability, discipline, leave of absence or vacation.

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

- (d) When a formal investigation is not scheduled to begin within the time limit as set forth in this rule, no discipline will be assessed against the conductor/trainman.
- (e) A conductor/trainman who may be subject to discipline and his representative will have the right to be present during the entire investigation. Witnesses appearing at the request of the Company at a formal investigation will be called upon prior to the conductor/trainman subject to discipline and those witnesses testifying on his behalf. Witnesses may be examined separately but those whose testimony conflicts will be brought together.

- 29.6 When a conductor/trainman is assessed discipline, a true copy of the investigation record will be given to the conductor/trainman and to his duly accredited representative.
- 29.7 If discipline is to be imposed following a formal investigation, the conductor/trainman to be disciplined will be given a written notice of the decision within 21 days of the date the formal investigation is completed.
- 29.8 When a conductor/trainman or his duly accredited representative considers the discipline imposed unjust, a grievance may be instituted in accordance with the provisions of Article 30 of the Collective Agreement. Such a grievance will be initiated in accordance with Article 30.1 except that in appealing cases involving the discipline of dismissal, the General Chairman may expedite the provision contained in Article 30. In such circumstances, the General Chairman must, within 60 days from the date the decision was rendered, make an appeal in writing to the highest appeals officer of the Carrier.

ARTICLE 30

GRIEVANCE PROCEDURE

- 30.1 When the time ticket claim is not allowed, each employee involved shall be promptly notified in writing and the reason given therefore. If not so notified within sixty (60) days from the date time ticket is submitted, the claim will be considered valid, and will be paid.
- 30.2 All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Company authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or his Representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Company as to other similar claims or grievances.

NOTE: The Company denial must state a specific reason or reasons for denial and state the Article on which denial is based.

- 30.3 If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the sixty (60) day period for either a decision or an appeal, up to and including the highest officer of the Carrier designated for that purpose.

- 30.4 The requirements outlined in clauses 30.1 and 30.2 pertaining to appeal by the employee and the decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest Carrier officer to handle such disputes.
- 30.5 Appeals to the designated Company Manager will be handled as follows:
- Article 30.1 Initial Grievance – Employee or Local Chairman to Designated Carrier Officer.
- Article 30.2 General Chairman to Highest Designated Company Manager..
- 30.6 All claims or grievances involved in a decision by the highest designated officer of the Company shall be barred unless within six (6) months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board, Public Law Board, or a system, group or regional Special Board of Adjustment, that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act, as amended. It is understood, however, that the parties may by agreement, in any particular case extend the six (6) months' period herein referred to.
- 30.7 A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant(s) involved thereby shall, under this Article be fully protected by the filing of one claim or grievance based there on as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request or reinstatement with pay for time lost shall be sufficient.
- 30.8 This rule recognizes the right of representatives of the Organization to file or prosecute claims and grievances for and on behalf of the employees they represent.
- 30.9 This rule is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within six (6) months of the date of the decision of the highest designated Company Manager.
- 30.10 This rule shall not apply to requests for leniency.
- 30.11 The Company will not discriminate against any employee who, as a Committeeman, from time to time represent other employees and will grant them time off or leave of absence when requested in performance of their duty to represent other employees and members of their organization.

ARTICLE 31

CABOOSELESS TRAIN OPERATIONS

Provided the following conditions are met no caboose will be required on any trains or assignments.

31.1 Seating Arrangements

Seats having full cushions on seat, backrests and armrests, the dimensions of which are adequate, will be suitable for cabooseless operations. All other seats will be replaced with seats which conform to the specifications contained in the AAR Mechanical Division Manual of Standards and recommended Practices Standard 504, Adopted 1974, Revised 1980, Effective for Road Type Locomotives Ordered New after August 1, 1981.

Locomotive units designated for occupancy by train crew members will be cleaned, including toilet facilities, and supplied with necessary equipment, including adequate cooled, fresh drinking water, sanitary drinking cups, waterless soap or acceptable substitute and paper towels, by employees other than members of the train crew. Stationery supplies (forms) will be provided to Conductors/Trainmen at the on-duty points for their use en route.

31.2 Storage Facilities

Adequate storage space will be provided for the gear and work equipment of the employees. Enclosed compartments, such as lockers, however, are not required. Ground crew members will be furnished adequate storage space for personal gear and work equipment at the home and away-from-home register points.

31.3 End of Train Device

At points where other qualified personnel are available, ground crew members will not be required to handle, place, move, attach, or take off the end-of-train device from the rear or last car of trains operated without a caboose. However, when other appropriate qualified personnel are not available, ground crew members will be required to place, move, attach, take off or handle to and from designated locations the end-of-train device from rear or last car of their own train movement.

NOTE: This article is not intended to be a blanket authority for the Carrier to require the crews to perform this service. In the event that other qualified personnel are available a substantial portion of the time, then in that event, train crews may be required to perform this service when such qualified personnel are not available.

Ground crew members will not be held responsible for malfunctions of the end-of-train device provided they have given it proper handling while in their charge.

31.4 Exhaust Fumes from Diesel Units

The Carrier will conduct periodic tests on trailing units of multiple unit consist to determine whether or not exhaust fumes pose a health hazard to employees riding thereon. If it is determined that a health hazard exists, corrective steps will be taken immediately.

31.5 Crew Waiting Extended Periods of Time

Ground crew members of trains operated without cabooses will not be required to stand by waiting for cars or trains for more than thirty minutes during adverse weather conditions where crews cannot be provided reasonable access to the engine consist or other appropriate shelter during such waiting time.

31.6 Riding on the Side or Rear of Cars

Ground crew members of trains operated without a caboose will not, as a result of the elimination of the caboose, be required to ride on the side or rear of cars except in normal switching or service movements or reverse movements that are not for extended distances. "Extended distances" as used herein will not exceed one mile and are subject to a prudent rule of reason.

31.7 Penalty

If the Carrier violates clause 31.6 the members of the train or ground yard crew will be allowed 2 hours' pay at the minimum rate of the assignment in addition to all other earnings.

31.8 Compliance

Ground crew members of road trains covered by this article which are operated without a caboose will not be required to leave their originating terminal if:

- (a) there are insufficient seats on the locomotive consist for the entire ground crew as required under Clause 31.1; or
- (b) there is insufficient heat (as defined by the Federal Railroad Administration) on the locomotive(s) where the ground crew is required to ride; or
- (c) the locomotive consist is without drinking water or a toilet, as required under clause 31.1.

This clause 31.8 will be invoked only in good faith and where a reasonable person would conclude that the Company is in substantial noncompliance. The employee shall notify the Company designated representative at the earliest possible time of any existing or potential insufficiencies which may lead to invocation of this section

ARTICLE 32

REST AND APPLICATION OF HOURS OF SERVICE

- 32.1 Employees will not be tied up unless it is apparent that the trip cannot be completed within the lawful time, and not then until within two (2) hours of the time limit provided under Federal or State laws, whichever governs.
- 32.2 If employees are tied up in a less number of hours than provided in clause 32.1 they shall not be regarded as having been tied up under the law, and their services will be paid for under the provisions of this schedule
- 32.3 When employees are tied up between terminals under the law they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to any member of the road crew, provided the longest period of rest required by any member of the crew, shall be the period of rest for the entire crew.
- 32.4 Continuous trip will cover the movement, straight-away or turnaround, from initial point to the destination train is making when required to tie up. If any change is made in the destination after an employee is released for rest, a new trip will commence when such employee resumes duty.
- 32.5 Employees tied up under the law will be paid continuous time or mileage of their schedule from initial point to the tie up point. When they resume duty on a continuous trip, they will be paid miles or hours, whichever is greater, from the tie up point to the next tie up point, or to the terminal. It is understood that this article does not permit employees to run through terminals unless such practice is permitted under the schedule
- 32.6 Employees tied up for rest under the law, and then towed or deadheaded into terminal, with or without engine or caboose, will be paid therefore as per Paragraph 32.5, the same as if they had run the train to such terminal.
- 32.7 Employees tied up in obedience to the law will not be required to watch or care for engines or perform other duties during the time tied up.

EXAMPLE RELATIVE TO COMPENSATION FOR CREWS TIED UP ON THE ROAD IN OBEDIENCE TO LAW

Question: If part of the crew has been in service sufficiently long to permit them to be tied up for the purpose of the law and the remaining members of the crew have not been in service a sufficient length of time, would all members of the crew be paid under the agreement and independent of these articles?

Answer: Yes.

Question: If a crew, tied up, on resumption of duty, continues to its destination terminal, but is assigned to another class of service, say, from through freight to local freight, would the crew be paid as if a new trip had begun?

Answer: Yes

ARTICLE 33

WORK TRAIN SERVICE

- 33.1 Conductor/Trainmen in assigned work train service will be paid at through freight rates on a time basis with a minimum of 8 hours, time to be computed continuously from time required to report for duty until released from duty with time and one-half after 8 hours; except that when a crew assigned in work train service is engaged in hauling ballast, miles actually run will be paid if miles run exceed payment of a time basis. When payment is made on the basis of actually run, payment for delay at beginning or end of the day will not be allowed miles.
- 33.2 Work or construction train service of more than 6 days' duration will be advertised and made a regular assignment.
- 33.3 Where unassigned crews are used in work, construction, wrecking, snow plow, or snow-spreader service, they will be paid a minimum of trip rates for each day used, exclusive of overtime or mileage previously earned.
- 33.4 Crews engaged in any service covered by and paid for under the provisions of this Article may be laid up at intermediate points at the end of their day's work when necessary to do so.
- 33.5 Self-Propelled Machines:

A Conductor will be employed on on-rail self-propelled vehicles or machines when operating on main line territory, provided such machines are equipped with a drawbar and are operating under train orders.

Note 1: Self-propelled machines for the purpose of this Article means such equipment operated on rails.

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

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

Note 4: Train orders is used in the vernacular of trainmen as defined in the Operating Book of Rules.

Note 5: Yard Service – A yard conductor will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars and, if more than 2 cars are handled at any one time a yard brakeman will also be employed. This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth. In confined areas where the Carrier determines that one yard ground man is required, the yard conductor rate of pay will apply.

ARTICLE 34

ROAD YARD AND INCIDENTAL WORK

34.1 Through Freight Service

Road crews may perform the following work in connection with their own trains without additional compensation:

- (a) Get or leave their train at any location within the initial and final terminals and handle their own switches. When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for that assignment and such point is not within reasonable walking distance of the on and off duty point, transportation will be provided.
- (b) Make up to two straight pick-ups at other location(s) in the initial terminal in addition to picking up the train and up to two straight set-outs at other location(s) in the final terminal in addition to yarding the train; and, in connection therewith, spot, pull, couple, or uncouple cars set out or picked up by them and reset any cars disturbed.

NOTE: This does not allow cars to be cut in behind other cars already in the tracks or cars to be picked up from behind other cars already in the tracks. It does permit the cutting of crossings, cross-walks, etc., the spotting of cars set-out, and the re-spotting of cars that may be moved off spot in the making of the two straight set-outs or pick-ups.

- (c) In connection with straight pick-ups and/or set-outs within switching limits at intermediate points where yard crews are on duty, spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed in connection therewith.
- (d) Perform switching within switching limits at times no yard crew is on duty.
- (e) At locations outside of switching limits there shall be no restrictions on holding onto cars in making set-outs or pick-ups, including coupling or shoving cars disturbed in making set-outs or pick-ups.

- (f) Section 1 Pursuant to the new road/yard provisions contained in the recommendation of Presidential Emergency Board No. 219, as clarified, a road crew may perform in connection with its own train without additional compensation one move in addition to those permitted by previous agreements at each of the (a) initial terminal, (b) intermediate points, and (c) final terminal. Each of the moves – those previously allowed plus the new ones – may be any one of those prescribed by the Presidential Emergency Board: Pick-ups, set-outs, getting or leaving the train on multiple track, interchanging with foreign railroads, transferring cars within a switching limit, and spotting and pulling cars at industries.

Section 2 Employees adversely affected by the provisions of Section 1 of this Article shall receive the protection afforded by Article I (except Section 4) of the New York Dock Protective Condition (Appendix III, F. D. 28250).

34.2 Yard Service

Yard crews may perform the following work outside of switching limits without any additional compensation:

- (a) Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from locations up to 25 miles outside of switching limits.
- (b) Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews.
- (c) Perform other service up to 25 miles outside of switching limits provided such services does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work.
- (d)

34.3 Through Freight and Yard Service

Road and yard employees in ground service may perform the following items of work in connection with their own assignments without additional compensation

- 1) Handle switches
- 2) Move, turn and spot locomotives and cabooses
- 3) Supply locomotives and cabooses except for heavy equipment and supplies generally placed on locomotives and cabooses by employees of other crafts.
- 4) Inspect cars
- 5) Start or shutdown locomotives
- 6) Bleed cars to be handled
- 7) Make walking and rear-end air tests
- 8) Prepare reports while under pay
- 9) Use communication devices; handle End of Train Device (EOT) equipment in accordance with Article 40 of this Agreement, copy and handle train orders, clearances and/or other messages

10) Duties formerly performed by Firemen

34.4 SUPPLIES

At terminal points where maintenance staff are on duty Trainmen will not be required to carry chains, knuckles, brasses or other heavy supplies. When trains arrive at terminals with cars chained up or emergency knuckles in use, Conductors will give written notification to terminal staff, who will have equipment returned.

Illustrative Road/Yard Questions and Answers

Q1: A road crew at its final terminal delivers cars in interchange and picks up from the same foreign carrier before yarding his train. How many moves are involved?

A: Two, the delivery is one move and the pickup the second.

Q2: A road crew at its initial terminal is required to get its train from three tracks in the same location, where one track would have held the entire pick up. How many moves are involved?

A: One

Q3: A road crew arrives at its final terminal with four blocks of cars all for foreign carriers. How many deliveries many the road crew make?

A. Three in addition to yarding their train at final terminal.

Q4: What is meant by "multiple tracks"?

A: "Multiple tracks" are more tracks than the minimum number required to hold the cars in question.

Q5: A road crew at its final terminal picks up twenty cars at Yard A, delivers 40 different cars to a foreign carrier then yards its train including the twenty cars picked up at Yard A on multiple tracks in Yard B. How many moves have been made?

A: Three.

Q6: Can a road crew set out in its final terminal and thereafter effect an interchange?

A: Yes.

Q7: Can a road crew when making an interchange delivery or setting out at other than its final yard use multiple tracks to effectuate the move?

A: No. The application of the multiple track move is limited to where the road crew receives its train at the initial terminal and yards its train at the final terminal.

Q8: Railroad A has Railroad B do its switching at City X. What may Railroad A's road crew do at City X?

A: Railroad A's crew may do the same things as any other road crew?

Q9: A road crew at its initial terminal is required to get its train from three tracks because three track were required to hold the entire train. Is this considered a move?

A: No. This is a proper double over and does not count as one of the three additional moves permitted.

Q10: The carrier chooses to have a road crew get or leave its train on multiple tracks where a minimum number of tracks were available to hold the train and could have been used. Does this constitute a move so as to permit the road crew two additional moves at the initial or final terminal yard?

A: Yes. the use of multiple tracks is one of the allowable moves.

ARTICLE 35

LOCAL FREIGHT SERVICE

35.1 Local freight assignments will be established and bulletined as either 5 day or 6 day per week assignments. Such assignments will be paid yard rates in accordance with Article 1.1 of this Agreement.

35.2 Eight (8) hours shall constitute a day's work. Forty (40) hours consisting of five days shall constitute a week's work on 5-day assignments. Forty-eight (48) hours consisting of 6 days shall constitute a week's work on 6-day assignments. Continuous time in excess of 8 consecutive hours per day will be paid for at 3/16 of the hourly rate in accordance with Article 1.1 of this Agreement.

35.3 Conductor/Trainmen on local freight assignments shall have a designated point for going on and off duty as a crew unit, which shall be governed by local conditions and is a recognized location. Such designated point shall be bulletined.

35.4 Local freight assignments will be required to perform all service up to 50 miles outside of the switching limits (100 miles or less in aggregate) of the terminal where the local freight assignment is established and may be required to perform any necessary switching at terminals in accordance with the service requirements.

ARTICLE 36

YARD SERVICE

36.1 Basic Day

Eight (8) hours or less shall constitute a day's work. Forty (40) hours consisting of five days shall constitute a week's work.

36.2 Overtime

Except when changing off, or when regular relief assignments have been established, all time worked in excess of eight (8) hours continuous service in a twenty-four (24) hour period shall be paid for as overtime on a minute basis at one and one-half (1-1/2) times the hourly rate.

36.3 Assignments

Yard crews shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of the crew. So far as it is practicable, assignments shall be restricted to eight (8) hours' work. Relief assignments shall have the same starting time as the assignments they relieve.

36.4 Starting Time

- (a) Where three, eight hour shifts are worked in continuous service, the time for the first shift to begin work shall be between 6:30 a.m. and 8:00 a.m.; the second shift 2:30 p.m. and 4:00 p.m.; and the third 10:30 p.m. and 12-Midnight.
- (b) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Section (a).
- (c) Where two shifts are worked not in continuous service, the time for the first shift to begin work shall be between the hours of 6:30 a.m. and 10:00 a.m. and the second not later than 10:30 p.m.
- (d) Where an independent assignment is working regularly, the starting time shall be during one of the periods provided in Section (a) or (b).
- (e) At points where only one yard crew is regularly employed, it may be started at any time subject to Section (a).
- (f) Exceptions to the starting times provided for in this Article may be agreed upon by the appropriate Company Manager and the General Chairman to cover local service requirements.
- (g) Assignments may be established outside of the starting time brackets to meet specific service requirements by providing no less than ten (10) days written

notice to the UTU General Chairperson with a copy to the UTU Local Chairperson. Such notice will include an explanation of the specific service requirement(s) that the change in starting time will meet.

36.5 Yard Work Defined

- 1) Except as otherwise provided in this Agreement, all service within switching limits ordinarily performed by yard crews shall be considered yard service and yard crews shall be used to perform such service.
- 2) Yard service will be maintained at terminals where there is four (4) or more hours of switching service regularly required during any continuous twelve (12) hour period within the time limits a yard crew may be worked under the provisions of the yard starting time rules.

36.6 Meal Period

Yard crews will be allowed a meal period in accordance with Article 7.1 (a) and will be entitled to a second meal period five hours and forty minutes after completing the first meal period but in any event not worked longer than six hours without being given an opportunity to eat.

36.7 Points for Going On and Off Duty

Yardmen shall have a designated point for going on and off duty as a crew unit, which shall be governed by local conditions but be a recognized location.

ARTICLE 37

APPLICATION FOR EMPLOYMENT

- 37.1 For employees who complete training on or after October 16, 2011, applications for employment may be rejected within sixty(60) days after the date on which the employee completes training and protects the first tour of compensated service. Applications rejected by the carrier must be declined in writing during this probationary period or application shall be considered accepted.
- 37.2 An employee who has been accepted for employment in accordance with Clause 37.1 will not be terminated or disciplined by the Company for furnishing incorrect information in connection with an application for employment or for withholding information there from unless the information involved was of such a nature that the employee would not have been hired if the Company had had timely knowledge of it.

ARTICLE 38

EMPLOYEE INFORMATION

38.1 The Company will provide the General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security Numbers if available, otherwise the employees' identification numbers. The data will be supplied within 30 days after the month in which the employee is hired or terminated.

ARTICLE 39

CONSIST OF CREWS

Notwithstanding anything to the contrary in Appendix F to this Agreement, the following provisions shall apply to the operation of trains on the D&H:

(1) All road freight and yard crews shall be manned by a conductor and a single brakeman except as specifically outlined in this Article 39

(2) A protected conductor/trainman is an employee holding seniority on road train and/or yard service seniority rosters on August 15, 1990 and includes any such employee in a dismissed or terminated status on or prior to this date who was subsequently reinstated with seniority rights unimpaired.

A non-protected conductor/trainman is an employee hired after August 15, 1990.

(3) Effective July 18, 1990, dedicated special service roadrailer, double stack and single stack trains established thereafter may be operated with a conductor only, provided they operate with no stops enroute (except to set off or lift bad order cars, when necessary) and the brakeman's position thereon shall not be subject to filling by protected and non-protected trainmen.

(4) Other through-freight trains may be operated conductor only after protected trainmen are reduced solely by attrition. The position of brakeman on a through-freight train shall be known as a "reducible position".

(5) In the application of clause 39.4 above, through-freight trains will mean a train which leaves the initial terminal enroute to the destination terminal so that the train may pick up and/or set off cars at no more than two locations between the initial terminal and destination terminal.

(6) In accordance with Article 24 of this Agreement, a protected trainmen shall retain the right to exercise seniority to a brakeman's position on through-freight trains, except those specified in clause (3) of this Article 39, provided that his services are not required on a non-reducible position or on an extra list. A non-reducible position means a position other than that of a brakeman on through-freight trains.

(7) Non-protected trainmen shall not have the right to exercise seniority to reducible positions or to be called from an extra list for a reducible position, even if a reducible position is posted on one or more bid periods in accord with Article 24 of this Agreement.

(8) A protected employee shall retain the right to exercise seniority to must-fill brakeman (helper) or yard helper positions if such positions are posted on one or more bid periods in accord with Article 24 of this Agreement (except those assignments identified in clause (3) of this Article 39. The Company may force-assign a junior protected qualified employee to a must-fill position. Such force-assignment shall not apply to any assignment requiring a move beyond a 50 mile radius of the home terminal. In no instance shall the Company be required to fill a reducible position by a non-protected conductor/trainman. The Carrier is not restricted from establishing a train crew consist in excess of the minimum on any assignment.

(9) Except as otherwise provided in clause (m) of Appendix F to this Agreement, protected road freight and yard trainmen operating on a reduced crew shall be allowed a Productivity Allowance (PR) of \$ 26.56 for the trip. This PSSA shall be subject to General Wage Increases and Cost of Living Allowances.

(10) To expedite attrition, an individual protected employee may request or may be offered in seniority order by the Carrier the opportunity for voluntary early separation and accept a lump sum separation allowance of \$20,000 in lieu of all other benefits and protections provided in this Supplemental Agreement. The Carrier may also offer a special allowance, in seniority order, to protected trainmen who wish to maintain an employment relationship with the Carrier but are prepared to relinquish their protective rights under this Supplemental Agreement.

(11) In the event the General Chairman has concerns with the size of a train crew on a specific assignment as it relates to the amount of work required to be performed, he may raise the matter in writing with the Director of Labor Relations.

Upon request the parties will meet promptly to review and discuss the matter.

(12) In the event of any inconsistency between this Article 39 and Appendix F of this Agreement, the provisions of Article 39 shall prevail.

CREW CONSIST AGREED UPON Q & A

Q1. Who is a "protected conductor/trainman"?

A1. An employee who holds a seniority date on road train and/or yard service seniority rosters on August 15, 1990 and includes any such employee in a dismissed or terminated status on or prior to this date who is subsequently reinstated with seniority rights unimpaired.

Q2. Who is a "non-protected conductor/trainman"?

A2. A conductor/trainman hired after August 15, 1990.

Q3. What is the minimum local freight and yard crew?

A3. All local freight and yard crews shall be manned by one conductor and one brakeman.

Q4. For purposes of this Q & A sheet, what is a "through freight train"?

A4. A through freight train is a freight train that under the provision of Article 39 of this Agreement can only be reduced to conductor-only operation through attrition. It does not include trains that can be conductor only immediately or local freight and yard assignments.

ARTICLE 40

USE OF COMMUNICATION SYSTEMS

40.1 It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employees covered by this Agreement.

40.2 Portable radios hereafter purchased for the use of and carried by ground service employees in yard and transfer service will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets.

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

40.4 Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

40.5 At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

ARTICLE 41

HEALTH AND WELFARE, DENTAL AND EARLY RETIREE MEDICAL

D&H UTU represented employees and their eligible dependents will continue to be covered by the National Railway Carrier's and United Transportation Union Health and Welfare Plan and the Railroad Employees National Health and Welfare Plan, the Railroad Employees National Dental Plan, the Railroad Employees National Early Retirement Plan ("ERMA"), and the Railroad Employees National Vision Plan as modified in in Article III and Exhibits B and C of the September 16, 2011, Agreement between the National Railway Conference Committee and the United Transportation union, subject to the provisions of the Railway Labor Act.

ARTICLE 42

401K SAVINGS PLAN

All employee covered under this agreement may participate in the "SOO Line" 401K Plan For Unionized Employees", and if electing to participate, will be governed by all the Rules and Regulations as outlined in the aforementioned Plan.

ARTICLE 43

DEPENDENT CARE ASSISTANCE PLAN

D&H will make available to all eligible employees working under the labor contract with the United Transportation Union (C&T) a Dependent Care Assistance Plan on the same basis as this available to D&H management. This plan is established pursuant to Section 125 and 129 of the Internal Revenue Code.

The Plan may be changed from time to time consistent with ERISA, IRS and other applicable laws and regulations.

ARTICLE 44

AGREEMENT INTERPRETATIONS

All interpretations of, rulings on, changes in or additions to this Agreement must be agreed upon by Management and the General Chairman, and copy of same will be furnished to the General Chairman.

ARTICLE 45

WHOLE AGREEMENT PROVISION

45.1 This Collective Bargaining Agreement supersedes in their entirety all prior collective bargaining agreements, memoranda of agreement, letters of understanding, letters or local agreements or understandings and constitutes the whole agreement between the parties.

45.2 The parties have made every reasonable effort to thoroughly review all agreements between D&H and UTU and have incorporated the relevant terms in the appropriate place in this codified Agreement.

If the parties subsequently discover that a relevant agreement, or portion thereof, has not been properly codified, through oversight or inadvertently, they will meet promptly to undertake the necessary modifications.

ARTICLE 46

DURATION

This Agreement (including Appendices contained herein) shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

APPENDICES

- A. Union Dues Agreement
- B. Union Dues Deduction Agreement
- C. Payments to Employees Injured Under Certain Circumstances
- D. Interdivisional Service
- E. Hostler Positions
- F. Consist of Crews
- G. Seniority Integration
- H. Miscellaneous Agreements

APPENDIX A

UNION DUES AGREEMENT

MEMORANDUM OF AGREEMENT between D&H Corporation and the United Transportation Union to provide for payment of union dues as a condition of continued preference of employment with the railway carrier.

- (a) Every employee who is covered by the collective agreement between D&H Corporation and the United Transportation Union as of 12:01 A.M. on the first calendar day of the month shall, subject to the provisions set forth herein tender to the United Transportation Union on or before the last day of that month the amount of the United Transportation Union dues. This amount shall not include special assessments, initiation fees, fines, penalties or insurance. The amount to be tendered shall be such sum as may from time to time be assessed by the Union on its members according to its Constitution for general Union purposes; it shall not extend to a special assessment or to an increment in an assessment which relates to special Union benefits such as, for instance, Union insurance in which the non-member employee as such would not participate or the benefit of which he would not enjoy.
- (b) If such payment is not tendered by the 20th day of that month, the employee becomes delinquent and the Union may, during the ten-day period immediately following, place with the Superintendent of the Carrier Notice of Delinquency in the prescribed form, with copy to the employee delinquent, who shall lose his preference of employment as of Midnight of the 10th. Such notice may only be served with respect to one month of delinquency and must be served by the Union within the ten-day period immediately following the 20th of that month.
- (c) Union dues deductions will be made during the first pay period of the month and will be submitted to the respective General Chairman during the last period of the month.

NOTICE OF DELINQUENCY

United Transportation Union

Lodge No.

(place)

(date)

To
The Designated Company Officer,

(division)
(headquarters)

This is official notice that _____, _____, who
(name) (Employee No.)
was assigned as _____ at _____ at
(position) (station)
12:01 A.M. on the first calendar day of the month of _____, 20___, is
in arrears in the amount of \$_____ for U.T.U. dues for that month and under
the terms of the Union Dues Agreement will lose his preferences of employment as
of Midnight of the 10th day of this month of _____, 20___.

A copy of this notice has been forwarded to him.

(Sgd.) _____
Local Chairman

(Sgd.) _____
Treasurer

United Transportation Union

NOTICE

_____ (date)

This is to advise you that your union dues amounting to \$ _____, will be payable to _____ at _____ on or before the 20th day of each month.

TREASURER LODGE NO. _____

3. Such notice shall not be valid with respect to a month in which the compensation earned in a position covered by the collective agreement between D&H Corporation and the United Transportation Union is less than the amount of monthly dues after deductions have been made as required by law, and of monies due the Carrier, and pension and medical fees.
4. This Agreement does not supersede or in any way affect the constitutional requirements of the United Transportation Union with respect to the payment of dues by its members.
5. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall, within a period of ten (10) calendar days from the date of such notice, request the railway in writing to accord him a hearing. Such request shall be honored by the railway and date set for hearing as soon as possible, but within ten (10) calendar days of the date of receipt of request therefore. Advise of such hearing shall be given to the U.T.U.
6. The receipt by the railway of a request for a hearing shall operate to stay action on the Union's Notice of Delinquency in the payment of Union dues until the hearing is held and the final decision on the property is rendered.
7. Either (a) withdrawal by the Union of Notice of Delinquency or (b) proof to the Designated Company Officer by the employee that he has tendered to the Union payment of arrears for the month of Delinquency, shall restore preference of employment.
8. An employee for whom replacement is not available or cannot be made available may be continued in service until he can be relieved.
9. Membership in the United Transportation Union shall be available, to any employee eligible under the provisions of the constitution of the United Transportation Union. Membership shall not be denied for reasons of race, national origin, color or religion.
10. The operation of this Agreement shall not result in additional expense to the Carrier and there shall be no payment for deadheading incurred in connection therewith.

11. No part of this Agreement shall be used against the Carrier, in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or on behalf of any employee.
12. In the event of any action at law against the parties hereto or either of them resulting from the application of this agreement, all parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense except, that if at the request of the Organization counsel fees are incurred these shall be borne by the Organization. Save as aforesaid the Organization shall indemnify and save harmless the Carrier from any losses, damages, costs, liability or expenses suffered or sustained by it as a result arising out of the terms of this agreement.
13. This Agreement is effective as per the effective date of the Collective Agreement between the parties and will remain in effect until revised, superseded, or terminated, subject to six month's notice by either of the parties of the agreement on the other party.

SIGNED AT PHILADELPHIA, PENNSYLVANIA this 18th day of July, 1990.

FOR THE CARRIER

/s/ D. V. Brazier
Assistant Vice-President
Industrial Relations, CP Rail

FOR THE UNION

/s/ W. E. Boardman
General Chairman
United transportation Union

/s/ J. N. Corsale
General Chairman
United Transportation Union

/s/ C. D. Winebrenner
General Chairman
United Transportation Union

/s/ C. P. Jones
General Chairman
United Transportation Union

/s/ Robert M. Belle
General Chairman
United Transportation Union (E)

/s/ E. F. Lyden
Vice President
United Transportation Union

APPENDIX B

UNION DUES DEDUCTION AGREEMENT

1. In accordance with and subject to the terms and conditions hereinafter set forth, the Carrier will withhold and deduct from wages due employees represented by the Organization amounts equal to periodic dues, initiation fees, and assessments (but not fines or penalties) including insurance premiums when such premiums are included in periodic dues, uniformly required as a condition of acquiring or retaining membership in the Organization, upon the written and unrevoked authorization of a member in the form agreed upon by the parties hereto, copy of which is identified as Attachment "A" to be made a part hereof.
2. The signed authorization may be revoked in writing at any time after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the rules and working conditions agreement between the parties, whichever occurs sooner. Revocation of the authorization shall be in the form agreed upon by the parties, a copy of which is identified as Attachment "B" to be made a part hereof.
3. Both the authorization forms and the revocation of authorization forms shall be furnished as necessary by the Organization, who shall assume full responsibility for the procurement and execution of the forms by employees and for the delivery of such forms to the Carrier. The Carrier, however, shall supply all forms, lists, etc., to the designated Organization Officer.
4. Deductions as provided for herein shall be made by the Carrier in accordance with certified deduction lists furnished by the designated officer of the Organization of which the employee is a member. Such lists, accompanied by individual authorization forms shall include the employee's name, Social Security number or Carrier employee number, and the amount of Union Dues to be deducted from each employee. Subsequent monthly deductions will be based on return of one copy of the Carrier statement bearing the names and other details from the previous month, referred to in paragraph (5) hereof; the designated officer of the Organization to forward such statement to the designated Accounting Department officer not later than the 5th day of the month showing the following:

Changes in the amounts to be deducted from the wages of employees with respect to whom deductions are already being made. Names of employees from whose wages no further deductions are to be made should be marked out and revocation of authorization form signed by each affected employee should accompany the statement. Where no changes are to be made, the list shall so state. Additional employees from whose wages the Carrier shall make deductions should be added to

the end of the statement, accompanied by authorization form signed by each employee listed.

The dues deduction amounts may not be changed more often than once every three months.

5. Deductions as provided for herein will be made monthly by the Carrier from wages earned in the payroll period in which the 24th day of each month falls, which will be for dues of the member for the following month. The Carrier will, subject to the provisions of paragraph (6) hereof, remit by check to the designated officer of the Organization the total amount of such deductions by the 20th day of the month following the month in which such deductions are made, together with a statement in triplicate showing the names, Social Security number or Carrier employee number and the amount of deductions.
6. In the event earnings of an employee are insufficient to permit the full amount of deduction, no deduction will be made and responsibility for collection shall rest entirely with the Organization. In cases where no deduction is made from the wages of an employee due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to any subsequent payroll period. The following payroll deductions shall have priority over deductions covered by this Agreement:
 - (a) Federal, State and Municipal Taxes.
 - (b) Insurance Premiums, collected on a group basis.
 - (c) Legal attachments and garnishments.
 - (d) Amounts due the Carrier.
7. No costs will be charged against the Organization or the affected employees in connection with the dues deduction agreement.
8. Responsibility of the Carrier under this Agreement shall be limited to remitting to the Organization amounts actually deducted from the wages of employees. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Organization, and any complaints against the Carrier in connection therewith shall be handled by the Organization on behalf of the employee concerned.
9. Except for remitting to the Organization the monies deducted pursuant to this Agreement, the Organization shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability losses or damage resulting from the entering into or complying with the provisions of this Agreement.
10. This Agreement shall become effective as per the effective date of the Collective

11. Agreement between the parties and remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT PHILADELPHIA, PENNSYLVANIA this 18th day of July, 1990.

FOR THE CARRIER

/s/ D. V. Brazier
Assistant Vice-President
Industrial Relations, CP Rail

FOR THE UNION

/s/ W. E. Boardman
General Chairman
United transportation Union

/s/ J. N. Corsale
General Chairman
United Transportation Union

/s/ C. D. Winebrenner
General Chairman
United Transportation Union

/s/ C. P. Jones
General Chairman
United Transportation Union

/s/ Robert M. Belle
General Chairman
United Transportation Union (E)

/s/ E. F. Lyden
Vice President
United Transportation Union

ATTACHMENT "A"

INDIVIDUAL AUTHORIZATION FORM
FOR DEDUCTION OF FEES, DUES, AND/OR ASSESSMENTS

NAME _____
(Last) (First) (Middle Initial)

SOC. SEC. ACCT. NO. _____

EMPLOYEE IDENTIFICATION NO. _____

(Occupation – Title)

(Position No.)

(Work Location)

(Department)

HOME ADDRESS _____
(Street and Number)

(City and State) (Zip Code)

I hereby assign to the United Transportation Union that part of my wages necessary, and authorize my employer to deduct from my wages the amount of monthly membership dues, initiation fees and assessments (exclusive of fines and penalties), all uniformly required as a condition of my acquiring and/or retaining membership in said Organization, and pay all such sums deducted to the designated Officer of the Organization, in accordance with the terms of the Dues Deduction Agreement.

This authorization may be revoked in writing as provided in Section 2 of the Dues Deduction Agreement.

Signed at _____, this _____ day of _____, 20__.

(Personal Signature)

Note: Each employee will prepare three separate copies of this form, for distribution as follows:

- 1 – Railway Officer
- 1 – General Chairman
- 1 – Local Lodge

N.B.: Union dues are not deductible as charitable contributions for Federal income tax purposes. Dues may qualify as business expenses, and may be deductible in limited circumstances to various restrictions imposed by the Internal Revenue Code.

ATTACHMENT "B"

WAGE DEDUCTION REVOCATION

NAME _____
(Last) (First) (Middle Initial)

SOC. SEC. ACCT. NO. _____

EMPLOYEE IDENTIFICATION NO. _____

(Occupation – Title)

(Position No.)

(Work Location)

(Department)

HOME ADDRESS _____
(Street and Number)

(City and State) (Zip Code)

Effective with the end of the year of my present or extended Wage Deduction Authorization, I hereby revoke such Wage Deduction Authorization assigning to the United Transportation Union that part of my wages necessary to pay my periodic dues, assessments and insurance premiums, and I hereby cancel same.

Signed at _____, this _____ day of _____, 20__.

(Personal Signature)

Note: Each employee will prepare three separate copies of this form, for distribution as follows:

- 1 – Railway Officer
- 1 – General chairman
- 1 – Local Lodge

APPENDIX C

PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

(Article XI – Mediation Agreement Case No. 8259 dated July 17, 1968, as amended)

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a), the Carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b), subject to the provisions of other paragraphs in this Appendix.

(a) Covered Conditions

It is intended to cover accidents involving employees covered by this Appendix while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the Carrier and are:

- 1) deadheading under orders, or
- 2) being transported at Carrier expense.

(b) Payments to be Made

In the event that any one of the losses enumerated in sub-paragraph (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in sub-paragraphs (1), (2) and (3) below, the Carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Carrier or any other medical or insurance policy or plan paid for in its entirety by the Carrier, the following benefits:

1) Accidental Death or Dismemberment

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

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

“Loss” shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

Not more than \$150,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

2) Medical and Hospital Care

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

3) Time Loss

The Carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the Carrier for time actually lost, subject to a maximum payment of \$150 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

4) Aggregate Limit

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

(c) Payment in Case of Accidental Death

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

(d) Exclusions

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

- 1) Intentionally self-inflicted injuries, suicide or any attempt thereof, while sane or insane;
- 2) Declared or undeclared war or any act thereof;
- 3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- 4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- 5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- 6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset

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

(f) Subrogation

The Carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the Carrier has made payments pursuant to this Appendix.

The payments provided for above will be made, as above provided, for covered accidents on or after the effective date of this Agreement.

It is understood that no benefits or payments will be due or payable to any employee

APPENDIX D

INTERDIVISIONAL SERVICE

Note: As used in this Appendix, the term interdivisional service includes interdivisional, inter seniority district, interdivisional and/or intraseniority district service.

The Carrier may establish interdivisional, service, in freight service, subject to the following procedure.

Section 1 – Notice

An individual Carrier seeking to establish interdivisional service shall give at least twenty days' written notice to the Organization of its desire to establish service, specify the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

Section 2 – Conditions

Reasonable and practical conditions shall govern the establishment of the runs described, including but not limited to the following:

- (a) Runs shall be adequate for efficient operations and reasonable in regard to the miles run, hours on duty and in regard to other conditions of work.
- (b) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on the effective date of this agreement by the number of miles encompassed in the basic day as of that date. Car scale additives will apply to mileage rates calculated in accordance with this provision.
- (c) When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

Note: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

- (d) On runs established hereunder crews will be allowed a \$4.15 meal allowance after 4 hours at the away-from-home terminal and another \$4.15 allowance after being held an additional 8 hours.
- (e) In order to expedite the movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$1.50 for the trip.

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

Section 3 – Procedure

Upon the serving of a notice under Section 1, the parties will discuss the details of operation and working conditions of the proposed runs during a period of 20 days following the date of the notice. If they are unable to agree, at the end of the 20-day period, with respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended, such run or runs will be operated on a trial basis until completion of the procedures referred to in Section 4.

It is understood that in the absence of a IDR Agreement lodging will be provided at the away-from-home terminal. Should an IDR be established that neither terminal is a home terminal, in the absence of an IDR Agreement, lodging will be provided at both home-from-home terminals. (Article VII August 3, 1998 MOA)

Section 4 – Arbitration

- (a) In the event the Carrier and the Organization cannot agree on the matters provided for in Section 1 and the other terms and conditions referred to in Section 2 above, the parties agree that such dispute shall be submitted to arbitration under the Railway Labor act, as amended, within 30 days after arbitration is requested by the Carrier. The arbitration board shall be governed by the general and specific guidelines set forth in Section 2 above.
- (b) The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the Carrier to establish interdivisional service in the particular territory involved in each such dispute but shall be accepted by the parties as the conditions which shall be met by the Carrier if and when such interdivisional service is established in that territory. Provided further, however, if Carrier elects not to put the award into effect, Carrier shall be deemed to have waived any right to renew the same request for a period of one year following the date of said award, except by consent of the Organization party to said arbitration.

Section 5 – Existing Interdivisional Service

Interdivisional service in effect on the effective date of this agreement is not affected by this Article.

Section 6 – Construction of Article

The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional service where restrictions did not exist prior to the effective date of this agreement.

Section 7 – Protection

Employees adversely affected by the introduction of Interdivisional Service will be governed by Item 9 reproduced hereunder.

Item 9 – Protection of Employees

The scope and purpose of this Item 9 are to provide, to the extent specified herein, for fair and equitable arrangements to protect the interests of employees represented by the United Transportation Union who are adversely affected by the application of the Interdivisional Service provisions of this Agreement; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this Item 9.

Section 1 – Definitions

Wherever used in this Item 9, unless the context requires otherwise:

- (a) “Implementation” means the application and implementation of the provisions of this Appendix 4, Interdivisional Service, of this Agreement.
- (b) “Displaced Employee” means an employee represented by the UTU who, as a result of an Implementation, is placed in a worse position with respect to his compensation.
- (c) “Dismissed Employee” means an employee represented by the UTU who, as a result of an Implementation, is deprived of employment with the Carrier because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of an Implementation.
- (d) “Protective Period” for employees covered by Section 2(a) of this Article means that period of time during which a Displaced or Dismissed Employee is to be provided protection hereunder. The Protective Period for such employee shall extend from the date he is displaced or dismissed for a period of time equal to the length of time which such employee has seniority in the craft or class at the time he is adversely affected. In no event, however, will the Protective Period extend beyond the employee’s 65th birthday. Where an employee holds seniority as a conductor and brakeman, the earlier seniority date shall govern. In the event such a Displaced Employee elects to remain in the Carrier’s service after the first day of the month following the month he attains age 65, he will no longer received any of the protective benefits of this Article and the Carrier may terminate on the same seniority district the protective benefits then being provided the junior Dismissed or Displaced Employee receiving protection under this Article on such seniority district on a one-for-one basis.
- (e) “Protection Period” for employees covered by Section 2(b) of this Item 9 means the six-year period of time from the date such employee is dismissed but not to exceed the length of time which such employee has seniority in the craft or class at the time

he is dismissed. Where an employee holds seniority as a conductor and brakeman, the earlier seniority date shall govern.

Section 2 – Coverage

The protective benefits of Sections 3, 4, 5 and 6 of this Item 9 apply to employees adversely affected directly or indirectly by an implementation of this Appendix “4”, Interdivisional Service.

Section 3 – Displacement Allowance

- (a) So long during his Protective Period after a Displaced Employee’s displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.
- (b) Each Displaced Employee’s displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed service immediately preceding the date of his displacement as a result of the Implementation (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above “total compensation” and the “Total time for which he was paid” shall be adjusted to reflect the reduction of an annual basis, if any, which would have occurred during the specified twelve-month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowance paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Displaced Employee shall have less than 12 months of service, his total compensation and total time paid for shall be divided by the number of months in which he performed service.
- (c) If a Displaced Employee’s compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.
- (d) If a Displaced Employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the Schedule Agreement and which carries a rate of

pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of his section as occupying the position he elects to decline.

- (e) The displacement allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement or dismissal for justifiable cause.

Section 4 – Dismissal Allowance

- (a) A Dismissed Employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which would have occurred during the specified twelve months period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e. 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Dismissed Employee shall have less than 12 months of service, his total compensation and total time paid for shall be divided by the number of months in which he performed service.
- (b) The dismissal allowance of any Dismissed Employee who returns to service with the Carrier shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 3.
- (c) The dismissal allowance of any Dismissed Employee shall be reduced to the extent that his combined monthly earnings in other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which dismissal allowance is based. Such employee, or his representative, and the Carrier, shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employee in employment other than with the Carrier, and the benefits received.
- (d) This dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the Carrier from which he was dismissed after being notified.

Section 5 – Separation Allowance

- (a) A dismissed Employee entitled to protection under this rule, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in the rule) accept a lump sum payment computed in accordance with Section 9 of the “Washington Job Protection Agreement” of May, 1936.

Section 6 – Fringe Benefits

- (a) No employee of the Carrier who is affected by an Implementation shall be deprived during his Protective Period of benefits attached to his previous employment such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the Carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 7 – Seasonal Fluctuations and Declines in Business

- (a) In the event of a decline in the Carrier’s business measured by the net revenue ton-miles in any 30-day period compared with the net revenue ton-miles for the corresponding period in the preceding calendar year, the number of employees who are receiving dismissal or displacement allowances may be reduced at any time during the said payroll period to the extent of one percent for each one percent decline. Such reductions in protected employees shall be made in inverse seniority order. Upon restoration of the Carrier’s volume of net revenue ton-miles employees must be returned to their protective status to the extent of one percent rise in net revenue ton-miles.
- (b) In the event that an employee receiving a displacement allowance is subsequently placed in a worse position by reason of a seasonal fluctuation or a decline in business, so long as he continues in such position for that reason the amount paid him as his displacement allowance shall continue unchanged.
- (c) In the event that a Displaced Employee is deprived of employment with the Carrier as the result of a seasonal fluctuation or a decline in business, his dismissal allowance shall be the amount which was being paid him as his displacement allowance. An employee other than a Displaced Employee who is deprived of employment as a result of a seasonal fluctuation or a decline in business shall not be paid any protective benefits under this rule.

Section 8 – Arbitration of Disputes

- (a) In the event the Carrier and the UTU are unable to settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this rule, within 20 days after the dispute arises it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each

party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the UTU or the highest designated by the Carrier, as the case may be, shall be deemed the selected member and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of a neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree upon a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.

- (b) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.
- (c) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.
- (d) In the event of any dispute as to whether or not a particular employee was adversely affected by an Implementation, it shall be his obligation to identify the adverse effect and specify the pertinent facts relied upon. If the facts so stated are sufficient to support a finding that the employee was so adversely affected by an Implementation, it shall then be the Railroad's burden to disprove those facts or prove that other factors affected the employee.

Section 9

- (a) Any Displaced Employee required to change his residence because of the Implementation of this Appendix 4 – Interdivisional Service, shall receive the benefits contained in Sections 10 and 11 of the "Washington Job Protection Agreement" except that he will be allowed 5 working days instead of "two working days" as provide in Section 10 of said Agreement, and in addition to such benefits shall receive a transfer allowance of \$400. The National Mediation Board is substituted for the Interstate Commerce Commission in Section 11(d) of said Agreement. Change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles form his former reporting point.

Section 10

- (b) If any protective benefits greater than those provided in this Item 9 are available under existing agreements, such greater benefits shall apply subject to the terms, conditions, responsibilities and obligation of both the Carrier and employee under such agreements, in lieu of the benefits provided in this Item 9. There shall be no duplication or pyramiding of benefits to any employees.

IDR

Saratoga	To Taylor	July 17, 1998
Binghamton	To Whitehall	July 17, 1998
Binghamton	To Oak Island	April 28, 1999
Taylor	To Oak Island	May 18, 1999
Saratoga	To Harrisburg	July 22, 1999
Pushers	To Buttonwood – Afton	July 22, 1999

POOL SERVICE

Saratoga	To Oak Point	March 18, 1999
Allentown	To Binghamton & Return	November 30, 1992
Harrisburg	To Binghamton	October 21, 1999

APPENDIX E

MEMORANDUM OF AGREEMENT BETWEEN D&H CORPORATION AND THE UNITED TRANSPORTATION UNION (FIREMEN) ESTABLISHING HOSTLER POSITIONS SUPPLEMENTING THE COLLECTIVE BARGAINING AGREEMENT COVERING RATES OF PAY AND RULES GOVERNING CONDUCTORS AND BRAKEMEN

1. Except as otherwise provided herein, the Collective Bargaining Agreement between D&H Corporation and the United Transportation Union on behalf of Conductors and Brakemen will have application.
2. In order to provide employment opportunities for qualified locomotive engineers not working as such and who came from the ranks of firemen, effective the day following the effective date of the Collective Bargaining Agreement negotiated between D&H Corporation and the United Transportation Union, hostler positions will be created at the locations identified in clause 3 of this agreement. To be eligible to qualify for such a position, applicants must have held seniority on the respective D&H Firemen's seniority rosters prior to the effective date of this agreement. Eligible employees are those identified in Attachment A of this agreement.
3. Hostler positions will be established at the following locations:

Saratoga
Binghamton
Buffalo
4. Applicants will be selected in seniority order and will be required to vacate the aforementioned positions if they are required to perform service with the Carrier as a locomotive engineer.
5. Hostlers will be required to perform the following duties:
 1. Move and couple locomotives on the shop track.
 2. Move locomotives from shop track area to yard tracks and couple on to train if required.
 3. Take locomotive consists from yard locations and deliver to shop track if required.
 4. Ensure that locomotive consists are properly supplied and cleaned prior to train ordered time.

6. Three (3) Hostler positions will be created at Saratoga. Bulletins for these 3 positions will be issued and eligible employees from the respective prior rights seniority districts identified in Attachment A, will be required to apply to such a bulletined position. Should an eligible employee not apply for a hostler position at Saratoga, that eligible employee will not be permitted to apply to any future hostler positions at Saratoga.
7. Three (3) Hostler positions will be created at Binghamton. Bulletins for these 3 positions will be issued and eligible employees from the respective prior rights seniority districts identified in Attachment A will be required to apply to such a bulletined position. Should an eligible employee not apply for a hostler position at Binghamton, that eligible employee will not be permitted to apply to any future hostler position at Binghamton.
8. (a) Hostler positions at Saratoga will be filled by eligible prior rights employees in the following order of preference:
 - 1) Third and Fourth Subdivision prior rights Firemen
 - 2) Hostlers will be selected from a seniority roster whereon Second Subdivision prior rights Firemen and First Subdivision prior rights Firemen have been dovetailed according to their service entry dates.
- (b) Hostler positions at Binghamton will be filled by eligible prior rights employees in the following order of preference:
 - 1) Second Subdivision prior rights Firemen
 - 2) Hostlers will be selected from a seniority roster whereon First Subdivision prior rights Firemen and Third and Fourth Subdivision prior rights Firemen have been dovetailed according to their service entry dates.
 - 3) Acquired Erie Lackawanna prior rights Firemen
9. Hostler positions which become vacant in accordance with the provisions of Clause 4 will be bulletined and an employee eligible for a position at the location where the position is required in accordance with the provisions of this Agreement, may apply for such a position. Successful applicants will be selected in seniority order.
10. Hostler assignments will be established as five (5) day per week assignments and will be paid \$112.92 per day of 8 consecutive hours with an overtime rate of 3/16 of the daily rate for all time required in excess of eight (8) hours.
11. Should no applications for hostler positions be received or should there be no longer any employees as identified in Attachment "A" eligible for such a position in accordance with the eligibility requirements of this agreement, or should eligible employees be working as locomotive engineers, the Carrier will no longer be required to advertise and fill hostler positions in accordance with this agreement. The Carrier retains the right to continue the establishment of hostler positions, and the requirements for selection for such future positions will remain the determination of the Carrier.

12. This agreement is strictly a local arrangement for the affected employees indicated and supersedes any agreements or arrangements prior to the effective date.

FOR THE CARRIER

FOR THE UNION

/s/ D. V. Brazier
Assistant Vice-President
Industrial Relations, CP Rail

/s/ Richard J. Sheehan
Associate General Chairman (UTU-E)
Delaware & Hudson Proper

/s/Robert M. Belle
General Chairman (UTU-E)
Delaware & Hudson Acquired Lines

ATTACHMENT "A"

The following will be considered to be the complete and comprehensive listing of employees eligible for a hostler position in accordance with this Supplemental Agreement.

FIRST SUBDIVISION

Shultz, R.
Davis, G.

SECOND SUBDIVISION

Vaughan, S.
Waibel, J.
Boone, R.
Vogt, T.
Quinn, M.
Mike Krage
Gonyo, R.
Ross, D.
Panas, C.

THIRD AND FOURTH SUBDIVISION

Lampkins, Thomas M.
Bolton, Paul E.

ACQUIRED ERIE LACKAWANNA

Bennett, W. F.
Walsh, J. M.

ACQUIRED LEHIGH VALLEY

Kertesz, K.
Dougherty, D.

APPENDIX F

SUPPLEMENTAL CONSIST OF CREWS PROVISIONS

It is acknowledged that this Article, as modified, is included in this updated Agreement to ensure that the remaining protected trainmen's rights to "reducible" positions are preserved. When the last protected conductor/trainman retires or otherwise terminates employment with D&H, this Appendix F will be null and void.

For the purposes of this Article, the terms referred to herein are defined as follows:

Standard train crew: Not less than one conductor and two brakemen.

Reduced train crew: Not less than one conductor and one brakeman; except by agreement between the General chairman and the Carrier's highest designated officer.

Minimum train crew: A reduced train crew

Conductor/trainman: An employee of the Carrier who holds train service seniority in road or yard service.

Protected Conductor/trainman: An employee holding a seniority date on road train and/or yard service seniority rosters on August 15, 1990 and includes any such employee in a dismissed or terminated status on or prior to this date who is subsequently reinstated with seniority rights unimpaired.

Non-protected Conductor/trainman: A conductor/trainman hired after August 15, 1990.

Non-blankable Position: A conductor and one brakeman position on all road freight and yard crew assignments. Single conductor or brakeman positions in I road freight and yard service. Brakeman positions designated by the Carrier in accordance with paragraph (f).

(a) All road freight and yard crews shall be manned by a standard train crew consist, except as specifically outlined in this Appendix or in Article 39 of this Agreement.

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

For purposes of this Article, the term "attrition" is accepted to mean the termination of a conductor/trainman's employee relationship with the Carrier by reason of death, retirement, resignation, dismissal, severance of employment.

(b) Sections (c) through (k) will be applied consistent with Article 24 of the Agreement with the understanding that any provision or portion thereof in conflict with Article 24 is superseded. If D&H operations are curtailed sufficiently that protected trainmen would otherwise be furloughed, the weekly bid sheets under Article 24 will include a mechanism whereby protected

employees unable to hold a non blankable position may place themselves on blankable positions in accordance with their seniority to ensure that no protected employee is furloughed.

It is further understood that under no circumstances will non-protected employees be eligible for *blankable* -positions that are included on the weekly bid sheets pursuant to Article 24.

(c) Protected trainmen on blankable positions will be used in reverse seniority order to fill a non-blankable vacancy for which qualified after the applicable Extra Board has been exhausted.

(d) Non-Protected Trainmen shall not have the right to exercise seniority to blanked or blankable second brakeman positions or to be called from an extra list for blanked or blankable second brakeman positions.

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

(f) The use of extra Protected Trainmen on non-blankable positions shall not be a basis for a runaround claim from extra non-protected trainmen. Should a non-blankable vacancy or an assignment for which an extra Protected Conductor/trainman is held not materialize and he is not used thereafter on that calendar day, he shall be paid the amount he would have been paid had he been used in his turn to fill the blankable position.

(g) When it is known in advance that an extra conductor/trainman will not be available and that a conductor/trainman on a blankable brakeman position is to be held off his regular assignment to fill a non-blankable yard vacancy, the regularly assigned conductor/trainman will be given proper notice in advance of the reporting for duty time of his regular assignment

(h) Except as otherwise provided in clause (m) below, protected trainmen operating on a reduced crew shall be allowed a Protection Allowance (PR) of \$26.56 for the trip. This PSSA shall be subject to General Wage Increases and Cost of Living Allowances. See also Article 39.9 of this Agreement.

(i) A member of a reduced train crew shall not be censored or disciplined for alleged insubordination by reason of his refusal to operate with less than the required train crew consist complement.

(j) Supervisory personnel of the Carrier, including yardmasters, shall not be used to substitute for a conductor/trainman on a road or yard crew assignment in the application of this agreement.

(k) In the event a standard yard or road freight crew member fails to report for duty at the assigned reporting time, the remaining crew members may be required to work on a reduced crew basis. Should the absent member of a yard crew fail to report within one hour, or if the absent member of a road crew fails to report before departure of the train, the remaining crew members shall finish that tour of duty and protected trainmen shall be allowed the PR as specified in clause (j) above.

If a conductor/trainman on a standard train crew marks off after being on duty less than 4 hours, he shall be paid for the actual time on duty. The remaining two crew members may be required to complete the trip or tour of duty and protected trainmen shall be allowed the PR as specified in clause (j) above.

If a conductor/trainman on a standard train crew marks off after being on duty 4 hours or more, he shall be paid for the actual time on duty. The remaining two crew members may be required to complete the trip or tour of duty without receiving the PR as specified in clause (j) above.

If a conductor/trainman on a standard train crew on a straightaway road assignment marks off sick or is not available to cover his return train from his away-from-home terminal, the remaining two crew members may be required to work back to their home terminal and protected trainmen shall be allowed the PR as specified in clause (j) above.

APPENDIX G

Seniority Integration

It is agreed the various seniority rosters of the Delaware & Hudson Railway, including the proprietary and acquired lines, will be integrated into one seniority roster which identifies prior rights and each employee's relative seniority standing.

APPENDIX H

(a) System Agreements

- i. Bid –In Conductor Exercise Seniority Letter August 24, 2001
- ii. Utility Conductor/trainman in Yards April 19, 2002
- iii. Stand by letter (National Agreement) dated June 19, 2008

(b) Local Agreements

- Service PBNE October 9, 1991
- Service Philadelphia October 9, 1991
- P-1 Taylor, PA November 23, 1992
- Allentown to Binghamton Assignments November 30, 1992
- Local Freight Assignment Philadelphia May 23, 1996
- ITD/FTD Philadelphia December 16, 1998
- Calling Procedures Philadelphia February 11, 1999
- Saratoga, NY to Oak Point, NY Memoranda March 18, 1999
- Freight Pool Service Binghamton to Harrisburg October 21, 1999
- Assigned Trains Between Saratoga & Binghamton June 6, 2002
- NSR Sunbury to Mechanicville trackage rights October 29, 2002
- NSR Bing. NY to Mechanicville, NY trackage rights October 29, 2002.
- Assignments Saratoga, NY May 17, 2010

(c) Interdivisional Agreements

- Binghamton, NY / Oak Island, NJ
- Binghamton, NY / Whitehall, NY
- Buttonwood, PA / Afton, NY – Pusher Service
- Saratoga, NY / Harrisburg, PA
- Saratoga, NY (Capital District) / Montreal, OD (St. Luc Yard)
- Saratoga, NY / Taylor, PA
- Taylor, PA / Oak Island, NJ

System Agreements

200 Clifton Corporate Park
PO Box 8002
Clifton Park, New York 12065
Tel (518) 383-7200 Fax (518) 383-7222

Delaware & Hudson Railway

August 24, 2001

Mr. Carmine Mastropietro
General Chairman
17 West Street
Mechanicville, NY 12118

Mr. Mike G. Maloof
General Chairman
57 Park Street, Rear
P.O. Box 404
Framingham, MA 01701-0404

Mr. Martin J. Keyes
General Chairman
P.O. Box 2827
Binghamton, NY 13902

Re: Bid-in-Conductors

Dear Sirs,

On May 10, 2001, I sent each of you a letter concerning bid-in conductor's exercising seniority.

All addressees were asked to give their respective positions on the following question.

When does a bid-in-conductor have the right to revert back to a trainmen position?

I have received written responses from General chairman, Carmine Mastropietro and Vice General Chairman, Samuel Nasca. As well, I have spoken with General Chairman, Martin Keyes on this question.

The agreed upon answer to the above question is as follows:

"A bid-in-conductor, would only be allowed to exercise his trainman's seniority, in the event, that he was unable to hold any conductors position or assignment, which would include the bid-in-conductor extra board, on the D&H System."

I appreciate your attention to this matter and believe at some point this interpretation should be included in the Collective Agreement.

Sincerely,

/s/ Howard Buchanan
Howard Buchanan
Labor Relations Officer

Cc: S. Nasca
P. Patsoursas

200 Clifton Corporate Park
PO Box 8002
Clifton Park, New York 12065
Tel (518) 383-7200 Fax (518) 383-7222

Delaware & Hudson Railway

April 19, 2002

Mr. Carmine Mastropietro
General Chairman UTU
17 West Street
Mechanicville, NY 12118

Dear Mr. Mastropietro,

This letter of understanding is in regards to our recent discussions concerning the use of utility Trainmen in the Binghamton, NY yard.

The Organization suggested that the use of a utility Trainman may be of benefit to the Carrier.

The Carrier would like to try the use of a utility Trainman, but needs the ability to use the utility Trainmen to handle end-of-train devices, without additional costs.

After much discussion, the Organization has agreed that if a utility Trainman, is used in the Binghamton, NY yard, the utility Trainmen may be required to handle end-of-train devices, without additional costs to the Carrier. In other words, if a utility Trainman handles an end-of-train device, in the Binghamton, NY yard, he will not be entitled to the two (2) hour payment, regardless of whether a Carmen is available or not.

The use of a utility Trainmen in the Binghamton, NY yard, will not provide any future protection, that the work performed by this utility Trainmen, is work exclusive to a utility Trainmen's position.

The Carrier reserves the right to blank and/or abolish a utility Trainmen's position at any time, without penalty to the Carrier.

If the above meets with your approval, please so indicate by affixing your signature in the outlined area below.

Sincerely,

June 19, 2008
Side Letter No. 2

Carmine Mastropietro
General Chairmen
17 West Street
Mechanicville, NY 12118

George Casey
General Chairman
P. O. Box 404
Framingham, MA 01704

Sean Keating
General Chairman
80 Simpson Street
Wilkes Barre, Pa 18702

Dear Sirs:

D&H and UTU hereby commit that the terms of the settlement between the National Carrier's Conference Committee (NCCC) and the United Transportation Union (UTU) that resolves the Section 6 notices exchanged between the NCCC/UTU on or after November 1, 2009, pursuant to Article VIII, section 2 (c) of the July 2008 NCCC/UTU Agreement will be incorporated into and become part of the D&H/UTU settlement for that round of bargaining.

Within 30 days of the effective date of the National settlement, the parties will meet and work out the details of implementation.

June 19, 2008
Side Letter No. 2


Neither party to this Agreement shall serve nor progress any notice or proposal prior to the expiration of the moratorium in the fore mentioned NCCC/UTU Agreement.

Please indicate your concurrence by signing in the space below.

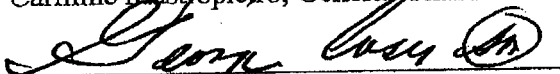
Sincerely,

Cathryn S. Frankenberg
AVP Labor Relations and Human Resources – US

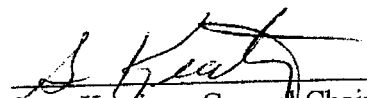
I concur:



Carmine Mastropietro, General Chairman



George Casey, General Chairman



Sean Keating, General Chairman

Effective Date: _____

Local Agreements

**D&H CORPORATION
AND
UNITED TRANSPORTATION UNION**

Understanding between the United Transportation Union (UTU) and the D&H Corporation in regard to the use of UTU employees to service the Philadelphia, Bethlehem and New England Railroad (PBNE), the following understanding is agreed to:

1. All conductors and trainmen called in through freight service working between the terminals noted below, who are required to operate to and from (PBNE), the employees called will be notified at the time called. When called to make a (PBNE) trip, crews will be paid miles or hours, whichever is the greater, for the class of service performed for all the time consumed in said service. This allowance will be in addition to the regular day's pay and without any deduction, there from for the time consumed in said service.

2. The terminals noted in Section 1 above are:

Between: Binghamton and Allentown/Bethlehem Taylor and
Allentown, Bethlehem Philadelphia and
Allentown/Bethlehem Oak Island and
Allentown/Bethlehem

3. This service may not be performed by assignments operating through Allentown/Bethlehem terminal to other points. This understanding is effective on this 9th day of October 1991 and may be modified or changed by mutual agreement of the parties signing thereto or their successors.

For the Carrier
T. F. Waver, O&M
D&H Corporation

For the United Transportation Union
C. D. Winebrenner, General Chairman United
Transportation Union

APPENDIX A

Examples:

			Miles	Paid
Crew Ordered:	0800			
Switch Bethlehem		2 hrs.	27	
Depart OMTS	1000			
Run time to Philly				
and off duty	1600	6 hrs.	108	
		Total	135	miles
Crew ordered	0800			
Switch Bethlehem				
and depart OMTS	1000	2 hrs.	27	
Run time to				
Philly and off-duty	2000		108	
8 hrs.- 108			81	
4 hrs. overtime				
		Total	216	miles

MEMORANDUM OF UNDERSTANDING
BETWEEN
D&H CORPORATION
AND
UNITED TRANSPORTATION UNION

Understanding between the United Transportation Union (UTU) and the D&H Corporation in regard to the use of UTU employees to service the Philadelphia Port Area, as outlined in ICC Finance Dockets Nos. 31851, 31852, and 31853.

1. The D&H Corporation (D&H) employees represented by the United Transportation Union (UTU) may be used to perform switching services in the newly acquired Philadelphia Port Area noted in Finance Dockets above.
2. The switching service authorized by this understanding may be performed by any D&H crews on the presently operation Allentown / Bethlehem to Philadelphia Pool service.
3. All crews called in through freight service working into and / or out of Philadelphia Port Area noted in this agreement, will be paid miles or hours, whichever is greater, for the class of service performed for all the time consumed in said service, from the time ordered until departure from Outer Main Track Switch (OMTS), or all time from arrival at OMTS until off duty.

This understanding is effective on the 9th day of October 1991 and may be modified or changed by mutual agreement of the parties signed herto or their successors.

For the Carrier

For the Untied Transportation Union

T.F. Waver
General Manager, O&M
D&H Corporation

C.D. Winebrenner
General Chairman
United Transportation Union

200 Clifton Corporate Parkway
PO Box 8002 Clifton Park NY 12065

CP Rail System

**Delaware
& Hudson**

November 23, 1992

Mr. Ray Decknick
Acting General Chairman, UTU
M11 – Malta Gardens
Mechanicville, NY 12118

Dear Mr. Decknick:

Further to our conversation in connection with the regular assignment performing duties of former P-1 at Taylor, Pennsylvania.

As discussed all freight conditions will apply, however in recognition of duties being performed mileage will be computed at Local Freight Rates.

This is not required by the Collective Agreement and reserve the right to terminate the additional payment in addition to stating no precedence has been created.

Sincerely,

/s/ T. F. Waver
T. F. Waver
General Manager
Operations & Maintenance

cc: C. Klimek
A. J. Troccia

MEMORANDUM OF AGREEMENT
BETWEEN THE
DELAWARE & HUDSON RAILWAY COMPANY, INC.
AND THE
UNITED TRANSPORTATION UNION

This is in regard to our discussions with respect to the assignments which have been operating Allentown to Binghamton and return, with Home Terminal Allentown, manned by employees with Home Terminal Allentown.

It is recognized that the Organization has taken the position that the Carrier, by putting these assignments into effect without negotiations and the concurrence of the UTU is in violation of the Railway Labor Act, as amended. The Carrier has taken the position that it has properly established the assignments in accordance with the terms of the Collective Agreement, and that no negotiations or concurrence of the UTU is required.

Notwithstanding the positions of either party, the Carrier shall provide Trainmen operating on assignments Allentown to Binghamton and return with Home Terminal Allentown, payment for all miles run in excess of the miles encompassed in the basic day at the overmile rate of pay for Interdivisional Service. It is understood that trains in this service will not be considered as dedicated special service trains as defined in item 3 of "Supplemental Agreement between the D&H/UTU dated July 18, 1990" of the Collective Agreement.

This Agreement is being made without precedent or prejudice to the position of either party, and may be terminated by either party upon 30 days written notice.

Signed this 30th day of November, 1992.

For the
Delaware & Hudson
Railway Company, Inc.

For the
United Transportation Union

/s/ L. Wormsbecker for
T. F. Waver

/s/ C. D. Winebrenner
C. D. Winebrenner

Delaware & Hudson Railway Company
200 Clifton Corporate Park
PO Box 8002 Clifton Park NY 12065
518-383-7231

CP Rail System

File: 0-0111-029

May 23, 1996

Mr. C. D. Winebrenner, GC
United Transportation Union
27801 Euclid Ave.
Euclid, Ohio 44132

Dear Mr. Winebrenner:

Letter of Understanding

This has reference to the conference held on May 9, 1996 at Buffalo, NY wherein we discussed the issues surrounding the establishment of the Local freight assignment at Philadelphia, PA.

During this discussion the parties resolved a number of issues relative to this assignment. It was agreed and understood the following provisions will apply:

1. The parties concurred that a Local freight assignment was best for the operation.
2. A protected employee as defined in Article 39(2) of the Collective Agreement who bids on and is awarded a position or a non-protected employee who is forced assigned to a position on this assignment will be entitled to a monthly Expense Allowance of \$750.00 while working this assignment.
 - a) This allowance is payable in full if the employee works the assignment for the entire month.
 - b) If an employee does not work the entire month, the employee will be entitled to a pro-rated share of the Expense Allowance based on the following:
 - (1) Five (5) day assignment:
\$750.00 times 12 divided by 261 equals \$34.48 per day.
 - (2) Six (6) day assignment:
\$750.00 times 12 divided by 312 equals \$28.85 per day.

- c) The Expense Allowance will be paid monthly. Employees will be furnished with Expense Account Forms on which to make claim for each day worked on this Philadelphia Local Freight Assignment.
 - d) The Expense Allowance will be payable to eligible employees for the period January 1, 1996 through December 31, 1998 after which the Expense Allowance payments will cease to be made.
3. It is understood the Company will pay the applicable Expense Allowance outlined in Part 2 to protected employees and non-protected employees forced assigned, if any, for the period November 1, 1995 through December 31, 1995.
4. Extra employees filling vacancies on this assignment on a daily bases will be compensated in accordance with the terms of the Collective Agreement. Vacancies will be filled in the following order:
- a) Reading Extra Board
 - b) Lehigh Valley Extra Board
 - c) Allentown System Extra Board
 - d) Harrisburg Extra Board (if staffed)
 - e) Taylor Extra Board (Providing one is established at Taylor)
 - f) Binghamton Extra Board
5. It is understood that no protected employee with a home terminal outside of a fifty (50) mile radius of the Philadelphia Terminal will have their protection suspended if the assignment is filled by a non-protected employee.
6. It is also understood that this Letter of Understanding does not apply to employees hired after May 14, 1996.

Sincerely,

/s/ Cathryn S. Frankenberg
Cathryn S. Frankenberg
Assistant Vice President
Labor Relations – US

I concur:

/s/ C. D. Winebrenner
General Chairman – UTU

Dated: June 14, 1996

Delaware and Hudson Railway Company, Inc.
United Transportation Union

December 16, 1998

Re: ITD/FTD for trains traveling into and/or out of the Port of
Philadelphia

Mr. C. D. Winebrenner
General Chairman UTU
27801 Euclid Avenue
Euclid, Ohio 44132

Dear Mr. Winebrenner,

It is agreed to between the Delaware and Hudson Railway Company, Inc. and the United Transportation Union that "Penrose" would be the Control Point used to begin the measurement of Final Terminal Delay, in accordance with Article 8 of the Collective Agreement between the parties dated July 18, 1990, as amended in the Memorandum of Agreement dated August 3, 1998, for all trains traveling into the Port of Philadelphia.

It is further agreed to between the above stated parties that when trains departing the Port of Philadelphia, reach "Penrose", the measurement of Initial Terminal Delay, in accordance with Article 7 of the Collective Agreement between the parties, dated July 18, 1990, as amended in the Memorandum of Agreement dated August 3, 1998, will cease.

Sincerely,

Donald V. Brazier Director, Labor Relations

I concur:

C. D. Winebrenner
General Chairman Union
United Transportation
Dated: January 31, 1999

United Transportation Union
ConRail North
General Committee of Adjustment

February 11, 1999

D. V. Brazier
Director, Labor Relations
St. Lawrence & Hudson Railway
200 Clifton Corporate Park
Clifton Park, NY 12065

RE: Calling Procedures – Dated October 28, 1998 DVB

Dear Mr. Brazier:

In reference to your letter, dated January 19, 1999, concerning updated additions to the calling procedures, I have the following, in reference to the Philadelphia OSPT09 (PRS) 03754.

There should be a note at the bottom of the page denoting that protected employees will cover vacancies on a daily basis while non protected employees will cover vacancies for the duration of the week, should the vacancy continue for that period. The addition should read as follows:

NOTE:

1. Protected employees called in their turn to cover vacancies on OSPT09 will cover such vacancy on a daily basis.
2. Non protected employees will cover vacancies on OSPT09 for the entire week should the vacancy extend that long.

Should you have any questions concerning this matter; please contact my office.

Sincerely,

/s/ C. D. Winebrenner
C. D. Winebrenner
General Chairman

cc: Sam Nasca

MEMORANDUM OF AGREEMENT
BETWEEN
DELAWARE AND HUDSON RAILWAY CO., INC.
AND
UNITED TRANSPORTATION UNION

As a result of the division of CR assets by the NS/CSX on June 1, 1999 the D&H will gain the ability to provide freight service to Oak Point Yard over the east side of the Hudson River. These rights were acquired pursuant to STB Finance Docket No. 33388.

A new train start over the east side of the Hudson River, which will initially operate between Saratoga, New York and Oak Point Yard in New York, is envisioned and will operate in accordance with the following.

1. The agreed upon mileage, for pay purposes, between Saratoga and Oak Point, will be 175 miles.
2. The agreed upon control point for which ITD/FTD payments will be calculated is the west end Divider Switch for #5 (255) and #6 (256) Main Tracks at Oak Point yard.
3. Home terminal will be Saratoga.
4. Trainmen will be operated in Pool service and will work first in, first out.

Any Trainmen's vacancy that occurs at the Home Terminal for this service will be filled by the next rested Pool Trainmen in this service. If there is no rested Pool Trainmen for this service, such vacancy will be filled by calling the first qualified Trainmen from the Saratoga Extra Board.

5. Should a vacancy occur at the away-from-home terminal of the run, or relief service is required enroute, such vacancy or relief service will be filled by calling the next available Trainman working in this service. If there is no available Trainmen working in this service, such vacancy or relief service will be filled by calling the first qualified Trainmen from the Saratoga Extra Board. If required for less than the full run, the employee will be paid for actual service performed or a minimum day, whichever is greater.
6. Pool crews operating in this service will be guaranteed \$4124.00 per month, provided the Trainman is available for the entire month. The guarantee will be reduced by the amount of earnings for any trip lost.
7. Jobs will be bulletined in accordance with the Collective Agreement and will be awarded in accordance with system seniority. Said bulletin will clearly advise applicants of the requirements contained herein. The six (6) months will be measured from the date the Trainman first performs active service over this line.

Should a displacement occur, during these first six (6) months the following will apply:

- a) The Trainman that is being displaced will not be released from this assignment until the Trainman that has displaced him has been qualified. The Carrier undertakes to start the training as soon as possible.
- b) Should another displacement occur, training for this Trainman will commence once the first Trainman who displaced has been qualified.

At the end of four (4) months, measured from the date the Trainman first performs active service over this line, a Trainman will be permitted to bid another assignment, if he so elects, provided there are sufficient qualified Trainmen available to protect this service.

In the event that the June 1, 1999 date to divide the assets of CR by NS/CSX is set back, the Trainman assigned in the service will be allowed to displace in accordance with the Collective Agreement. However, once the final date is determined, wherein the assets of CR will finally be divided by NS/CSX, the Trainmen who owned these assignments will be required, upon five (5) days notice, to return to them. Once these Trainmen have returned, and re-qualified if required, the six (6) months referred to above will commence.

Note: Clauses 4, 5, 6 and 7 will terminate six (6) months after the commencement of service between Saratoga and Oak Point yard. Thereafter, the provisions of the Collective Agreement, except as may be modified herein will apply.

8. Following this six (6) month period vacancies will be handled as follows.

Vacancies in this service will be filled from the Saratoga Extra List. Trainmen called for service but not qualified in the newly acquired territory will not be subject to a deduction from their weekly guarantee, nor lose their place on the extra list.

Should a vacancy occur at the away-from-home terminal of the run, or relief service is required enroute, such vacancy will be filled by calling the first qualified Trainman from the Saratoga Extra Board. If there is no available qualified extra Trainman, such vacancy or relief service will be filled by calling the next available Trainman working in this service. If required for less than the full run, the Trainman will be paid for the actual service performed or a minimum day, whichever is greater.

9. While qualifying, Trainmen will be paid \$220.00 per day, overtime after 12 hours (\$27.50 per hour), regardless of the amount of miles run.

10. The Delaware and Hudson Railway and the United Transportation Union shall determine suitable lodging at the away from home terminal prior to service being initiated.

11. The Carrier reserves the right to force/assign a qualified Trainman to a vacancy, should there be no other qualified Trainmen available to protect the service.
12. Trainmen working in this territory will be represented by the United Transportation Union in accordance with the Collective Agreement in effect. All existing Agreements not modified or amended by this Memorandum of Understanding shall remain in full force and effect.

Signed at Clifton Park, New York on March 18, 1999.

For the Delaware and Hudson
Railway Co., Inc.

/s/ Donald V. Brazier
Donald V. Brazier
Director, Labor Relations

For the United
Transportation Union

/s/ Martin J. Keyes
Martin J. Keyes
General Chairman UTU

/s/ R. R. Decknick
Raymond Decknick
General Chairman UTU

MEMORANDUM OF UNDERSTANDING
BETWEEN
DELAWARE AND HUDSON RAILWAY COMPANY, INC.
AND
UNITED TRANSPORTATION UNION

Method of handling men in Pool Service Agreement for operation of Thru Freight Pools between the Home Terminals of Binghamton and Harrisburg, the following points are agreed to between the parties.

1. The Away from Home Terminal for Binghamton Crews will be Harrisburg. The Away from Home Terminal for Harrisburg crews will be Binghamton. Held Away from Home Terminal time will apply at these points and is governed by the provisions of Article 19 of the agreement in effect. Away from Home Terminal crews stand first out.
2. The Carrier will determine the amount of Pool crews required at Harrisburg. However, the Carrier will not increase the amount of Pool crews at Harrisburg, above two (2), without prior consultation with the UTU.
3. Trainmen in this Pool Service, with the Home Terminal of Harrisburg, will be guaranteed \$4,000.00 per month, provided the Trainmen is available for the entire month, guarantee will be reduced by the amount of earnings for any trip lost. The guarantee will be pro-rated, paid on a weekly basis and adjusted at the end of the month.
4. Trainmen in this Pool service, with the Home Terminal of Harrisburg, will be called four (4) hours in advance of the time required to report for duty.
5. All Thru Freight work between the terminals noted goes to the Pool Operations.
6. As far as spare crews are available all relief of crews operating in this pool service who outlaw enroute, or are relieved for other reasons will be provided from the extra board at the crews destination terminal except in cases of emergency or if men not available at the terminal from which crew originated.

Example: Pool crew one operating from Home terminal Harrisburg to Away from Home terminal Binghamton, will be relieved from Binghamton Extra Board.
7. Extra Trainmen will cover all Pool vacancies in accordance with existing agreements, Article 25, and may be used in cases of emergency or if there is a shortage of men. In addition, Pool trainmen who mark off for any reason, may not return to the pool, until their position returns to the home terminal and is off duty. They also may not mark on the Supplemental Board during the same period.

8. Subject to the availability of regular crews, extra crews may not be used to fill pool positions when pool crews are available to be deadheaded from opposing terminals of the pool in time to fill pool vacancy.

If an extra crew is used to fill a thru freight position accruing to the pool, they must be deadheaded home on arrival at away from home terminal of assignment, and not be used to handle a pool assignment, or be placed into the pool.

9. All miles earned in pool freight service, including, but not limited to deadheading miles, will be counted for mileage regulation of the pool. Miles to be used for adjustment purposes will be 3200 low and 4100 high mile limits.
10. The Binghamton pool will be adjusted by the Local Chairman and the Manager-Calling Bureau on the 1st and 15th of each month. Adjustments will be based on the miles of pool assignment at each home terminal, by adding miles of all thru freight assignments worked by the pool at each home terminal, dividing by the number of pool positions to get average miles of pool at each terminal.

Example: Binghamton Pools 4 men at 15, 000 miles = 3750 miles per position

Pool mileage will be equalized on a regular basis by the Calling Bureau Supervisor and substantiating report will be furnished to the General chairman at the end of each month.

11. General Chairman and Local Chairman will be provided with pool miles at the end of every 15 day period to help regulate.
12. ~~When pool positions are added, holdowns will be allowed on the date of advertisement in accordance with Article 25 of the Agreement in effect.~~
13. When pool positions are reduced, reductions will be made in reverse seniority order.
14. In order for Pool crews to be properly rested, the carrier will make every effort to provide trainmen with the accurate line-ups every four (4) hours.
15. Trainmen may displace out of a pool to a non-pool position, or a pool assignment with different home terminal, or a different pool at the same home terminal, if his pool position does not work for 48 hours of his last off duty time. He may not displace into the same pool at the home terminal he was in.

It is understood and agreed that at such time as assignment can be run with reasonable regularity between terminals, that marking times at home terminals will be re-instated as provided for in Article 26.8 of the agreement.

All agreements, understandings and practices not modified by the memorandum remain in full force and effect. This memorandum may be terminated by either party upon 20 days written notice.

Signed this 21st day of October, 1999 at Clifton Park, New York.

For the Carrier:

/s/ D. V. Brazier
Donald V. Brazier
Director Labor Relations

For the United Transportation Union

/s/ C. D. Winebrenner
C. D. Winebrenner
General Chairman UTU

/s/ Raymond Decknick
Raymond Decknick
General Chairman UTU

/s/ Martin J. Keyes
Martin J. Keyes
General Chairman UTU

Canadian Pacific Railway

Eastern Network

PO Box 8002
200 Clifton Corporate Park
Clifton Park NY 12065

Tel (518) 383-7200
Fax (518) 383-7250

June 6, 2002

Mr. James Hawley
General Chairman UTU
341 Chestnut Street
Oneonta, NY 13820

Mr. Carmine Mastropietro
General Chairman UTU
17 West Street
Mechanicville, NY 12118

Dear Mr. Sir(s),

This letter of understanding relates to the handling of trains, other than assigned trains, between the Terminals of Saratoga and Binghamton, in either direction.

The parties have agreed that the extra board employees, in accordance with the applicable calling procedures, will handle these trains, other than assigned trains.

Once an extra crew has arrived at the away from home terminal, they may be used, when rested, to bring a train, other than an assigned train, back to the home terminal. In no case shall the extra crew be held at the away from home terminal over fifteen (15) hours.

Either party upon Twenty (20) day written notice may terminate this letter of understanding.

Sincerely,

I Concur:

/s/ Donald V. Brazier
Donald V. Brazier
Director Labor Relations

/s/ James Hawley
James Hawley
General Chairman UTU

/s/ Carmine Mastropietro
Carmine Mastropietro
General Chairman UTU

Agreement
between the
Delaware and Hudson Railway Company, Inc.
and the
United Transportation Union

Whereas the Delaware and Hudson Railway Company has entered into an agreement with the Norfolk Southern Railway Company (NSR) to grant NSR overhead trackage rights over approximately 284.6 miles of D&H main line between the Norfolk Southern's connection with CPR at MP 752.0 near Sunbury, Pennsylvania and CPR's connection with the Guilford Rail System (GTI) at milepost 467.40 at Mechanicville, New York.

Whereas in approving this transaction, the Surface Transportation Board has imposed the Norfolk and Western Ry. Co. – Trackage Rights – BN, 354 I.C.C. 605 (1978), as modified in Mendocino Coast Ry. Inc. – Lease and Operate, 360 I.C.C. 653 (1980) Labor Protective conditions.

1. Employees adversely affected as a result of this transaction will be afforded the benefits prescribed by the Surface Transportation Board (STB) as set forth in the aforementioned employee protective conditions which are, by reference, incorporated herein and made a part hereof, as Attachment "A".
2. An employee who believes that he has been adversely affected by this transaction must submit, by certified mail return receipt requested, a "Request for Entitlement to Benefits" to Labor Relations Officer, Howard Buchanan, copy to the UTU General Chairman, within sixty (60) days from the last day of the month for which claim is made, and if not so made, is barred. The disallowance of the claim must be made within sixty (60) days from the date of receipt. Claims disallowed, for which the Organization does not agree, must be progressed, within six (6) months of the date of the denial, in accordance with Article 1, part 11 of the aforementioned protective agreement, and if not so progressed, will be barred. Copy of "Request for Entitlement to Benefits" is appended as "Attachment B".
3. Once it has been determined that an employee is entitled to the aforementioned benefits, all monthly claim for benefits must be made in writing to the proper official of the Carrier, within sixty (60) days from the last day of the month for which the claim is made. The sixty (60) days, from which initial claims are measured, will be from the date of notification to the employee that

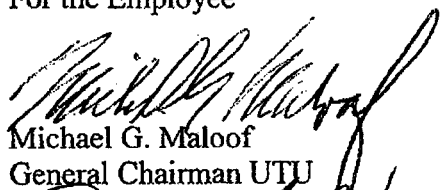
the Carrier agrees that they have been adversely affected by this transaction. The disallowance of a claim must be made within sixty (60) days from the date of receipt, and if not so disallowed, shall be paid. Failure to so disallow a claim shall apply only to the individual claim involved, and shall not be considered as a waiver of the contentions of the Carrier as to any other claim. Appeal of denial of claims under this part will be made by the UTU General Chairman directly to the highest official of the Carrier designated to receive appeals. Claims disallowed, for which the Organization does not agree, must be progressed, within six (6) months of the date of the denial, in accordance with Article 1, part 11 of the aforementioned protective agreement, and if not so progressed, will be barred. Copy of the monthly claim form is appended as "Attachment C".

4. Displaced employees and dismissed employees will be governed in the exercise of their seniority rights by schedule rules and agreements currently in effect.

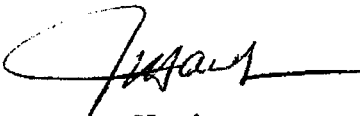
This agreement is being entered into without prejudice to the Carrier's position that there is no requirement to do so.

Signed at Clifton Park, NY, this 29th day of October, 2002.


For the Employee


Michael G. Maloof
General Chairman UTU


Carmine Mastropietro
General Chairman UTU


James Hawley
General Chairman UTU

For the Carrier


Cathryn S. Frankenberg
AVP LR & HR



**CANADIAN
PACIFIC
RAILWAY**

5 Holmes Place
P. O. Box 3160
Binghamton, New York
13902 USA

Tel (607) 771-3030
Fax (607) 722-4062

May 17, 2010

Mr. Carmine Mastropietro
General Chairman UTU
17 West St.
Mechanicville, NY. 12118

Mr. Kevin Moore
General Chairman BLET
15 Culver Street #67
Plasitown, NH 03865

Mr. Sean Keating
General Chairman UTU-C
80 Simpson Street
Wilkes Barre Pa. 18702

Dear Sir(s),

This letter of understand is in regards to our recent discussions concerning the proposal for new assignment at Saratoga Springs, NY.

It is agreed the Carrier will create the following assignment at Saratoga.

New Position

- Assignment 414-1000 hours Work Friday & Saturday working between Saratoga/Kenwood & return TFS.
- Assignment 415 - 2030 hours Work Sunday & Monday working between Saratoga/Whitehall & return TFS.
- Assignment D44 -2300hours Work Tuesday Saratoga/Eagle Bridge and return. Rest days Wednesday & Thursday.

Trainman's position on 414 and 415 trains will continue to be at the Carrier's discretion, however as agreed to, the Carrier will provide a Trainman on assignment 414 on Friday and Saturday only.

Either party upon twenty (20) days written notice may terminate this letter of understanding.

If the above meets with your approval, please so indicated by affixing your signature in the outlined area below.

Sincerely

I concur:

Anthony Stillitano
Manager Labor Relations

Carmine Mastropietro
General Chairman UTU

I concur:

Kevin Moore
General Chairman BLET

I concur:

Sean Keating
General Chairman UTU-C

Interdivisional Agreements

AGREEMENT BETWEEN THE
D&H CORPORATION AND THE
UNITED TRANSPORTATION UNION
ON THE ESTABLISHMENT OF INTERDIVISIONAL SERVICE

1. In accordance with Appendix D of the Collective Agreement dated July 18, 1990, (codified August 2011) as amended between D&H Corporation and the United Transportation Union, it is agreed that the Corporation may establish the following service:

Binghamton and Oak Island/Oak Island and Binghamton
Agreed mileage for pay purposes: 233 miles

2. The conditions outlined in Section 2(a) through (e) of Appendix D Interdivisional Service of the Collective Agreement between the parties dated July 18, 1990, as amended, are herein confirmed as having application.
 3. Trains operating under the terms and conditions of this Agreement will be designated by the Carrier at the time ordered.
 4. Lodging shall be provided in accordance with Article 18.4 of the Collective Agreement dated July 18, 1990, as amended between the parties. For purposes of this IDR Agreement, lodging shall be hotel/motel accommodation.
1. Should a vacancy occur at the away-from-home terminal of the run, or relief service is required enroute, such vacancy or relief service may, if required, be filled by calling the closest available supplying extra board. If required for less than the full run, employee will be paid for actual service performed or a minimum day, whichever is greater.
 2. Employees adversely affected as a result of the establishment of this Interdivisional Service shall be entitled to protection as provided in Appendix D of the Collective Agreement between the parties dated July 18, 1990.
 3. For purposes of this IDR Agreement, it is agreed that overtime will commence after ten (10) hours of service and continue until relieved from service, on a minute basis, at the rate per hour of 3/16ths of the daily rate, in accordance with all applicable provisions of the Collective Agreement between the parties dated July 18, 1990, as amended.
 4. The purpose of the Interdivisional Service is to expedite traffic. This may require the set off/or pick up of traffic. It is not intended that crews assigned under the terms of this Agreement will be required to perform local freight work in route, such as station, plant and industrial switching. In cases which can be defined as station,

plant or industrial switching, the crew will be allowed two (2) hours compensation at the pro rata rate.

It is agreed that when Conductors are operating in the above-mentioned Interdivisional Service on a Conductor only crew, that the train may pick up and/or set off cars at no more than two locations between the initial terminal and destination terminal. This does not include the set off or lift of bad order cars when necessary.

If a crew is required to make pick ups and/or set offs at more than two (2) locations between the initial terminal and the destination terminal, excluding the set off or lift of bad orders, the trainman will be paid an additional two (2) hours at the pro rata rate of the assignment, without prejudice to any other compensation.

9. Investigation Hearings will be held at the home terminal of the employee involved except where the majority of the employees involved are from another terminal. In case of the latter, employees in the service will be allowed the driving allowance of \$.27 per mile, for driving to a distant location and providing lodging and the standard meal allowance if the employee is required to stay over, whether or not found guilty. If exonerated from charges, employees will be paid all lost earnings.
10. Conductors with an employment relationship on the effective date of this agreement will not be required to lose time or utilize off-duty time for the purpose of initially qualifying on territory off their home district.

An unqualified conductor protecting this service will be furnished a qualified conductor pilot from the respective conductors' working roster.

When, in the opinion of the supervisory officer, a conductor is taking an unreasonable amount of time to qualify, the conductor in question will be required to consult with the supervisory officer and the Local Chairman having jurisdiction, for the purpose of identifying and correcting the problem.

A conductor initially qualified, but who has not worked a subdivision off of his "home" district within the time specified under the operating rules, will be provided a pilot for one round trip over such subdivision.

Note: This part will also apply to a conductor in a discharged status who subsequently returned to service with seniority rights unimpaired.

Employees in this service, required to attend foreign Carriers' Book of Operating Rules Classes will be paid for actual time or a minimum of eight (8) hours, whichever is greater, while attending and will be allowed a driving allowance of \$.27 per mile if required to drive to a distant location.

11. Except as provided herein, the provisions of the Collective Agreement between the parties dated July 18, 1990, as amended remain in effect.

Signed on this 28th day of April, 1999.

For the D&H Corporation

/s/ Brian D. Wilson

Brian D. Wilson

District General Manager

For the United Transportation Union

/s/ C. D. Winebrenner

C. D. Winebrenner

General Chairman

/s/ Martin J. Keyes

Martin J. Keyes

General Chairman

/s/ Raymond Decknick

Raymond Decknick

General Chairman

AGREEMENT BETWEEN THE
D&H CORPORATION AND THE
UNITED TRANSPORTATION UNION
ON THE ESTABLISHMENT OF INTERDIVISIONAL SERVICE

1. In accordance with Appendix D of the Collective Agreement dated July 18, 1990, (codified August 2011), between D&H Corporation and the United Transportation Union, it is agreed that the Corporation may establish the following service:

Binghamton to Whitehall/Whitehall to Binghamton
Agreed mileage for pay purposes: 197 miles

2. The conditions outlined in Section 2(a) through (e) of Appendix D Interdivisional Service of the Collective Agreement between the parties dated July 18, 1990, are herein confirmed as having application.
3. Trains operating under the terms and conditions of this Agreement will be designated by the Carrier at the time ordered.
4. Initial Terminal Delay (ITD) at Whitehall will be paid in accordance with Article 4 of the Collective Agreement between the parties dated July 18, 1990 as amended.
5. Final Terminal Delay (FTD) at Whitehall will be paid in accordance with Article 5 of the Collective Agreement between the parties dated July 18, 1990 as amended. For purposes of this Agreement, FTD payments will be computed from the time the engine reaches CPC 74.
6. For purposes of this IDR Agreement, it is agreed that overtime will commence after ten (10) hours of service and continue until relieved from service, on a minute basis, at the rate per hour of 3/16ths of the daily rate, in accordance with all applicable provisions of the Collective Agreement between the parties dated July 18, 1990.
7. All miles run in excess of the miles encompassed in the basic day shall be paid for at the rate calculated by dividing the basic daily rate of pay in effect on the effective date of this agreement by the number of miles encompassed in the basic day as of that date. Car scale additives will apply to mileage rates calculated in accordance with this provision.
8. Lodging shall be provided in accordance with Article 18.4 of the Collective Agreement dated July 18, 1990, as amended between the parties. For purposes of this IDR Agreement, lodging shall be hotel/motel accommodation.
9. Due to the fact that some trainman may be required to drive extended distances to reach the Home-Terminal versus the Away-from-Home Terminal, it is agreed for purposes of this IDR Agreement, that when this IDR assignment becomes a regular

assignment, Lodging may be provided to the Trainman either at the Home Terminal or the Away-from-Home Terminal. However, in no instance shall lodging be provided at both the Home Terminal and the Away-from-Home Terminal. This is not a monetary payment but actual lodging provided.

10. The purpose of the Interdivisional Service is to expedite traffic. This may require the set off/or pick up of traffic. Switching, is not contemplated, except in extraordinary circumstances.
11. It is agreed that when Conductors are operating in the above-mentioned Interdivisional Service on a Conductor only crew, that the train may pick up and/or set off cars at no more than two locations between the initial terminal and destination terminal. This does not include the set off or lift of bad order cars when necessary.

If a crew is required to make pick ups and/or set offs at more than two (2) locations between the initial terminal and the destination terminal, excluding the set off or lift of bad orders, the trainman will be paid an additional two (2) hours at the pro rata rate of the assignment.

12. Should a vacancy occur at the away-from-home terminal of the run, or relief service is required enroute, such vacancy or relief service may, if required, be filled by calling the closest available qualified employee. If required for less than the full run, employee will be paid for actual service performed or a minimum day, whichever is greater.
13. If the IDR train is not available at Whitehall/Binghamton after the expiration of the IDR crews rest, the IDR crew may be used in alternate service between Whitehall and Binghamton/Binghamton and Whitehall on the return trip, on the first available extra train, subject to the provisions of this Agreement.
14. Employees adversely affected as a result of the establishment of this Interdivisional Service shall be entitled to protection as provided in Appendix D of the Collective Agreement between the parties dated July 18, 1990.
15. Except as provided herein, the provisions of the Collective Agreement between the parties dated July 18, 1990, as amended, will remain in effect.

Signed on this 17th day of July, 1998.

For the D&H Corporation

/s/ B. D. Wilson
General Manager

For the United Transportation Union

/s/ Martin J. Keyes
General Chairman
United Transportation
Union (Conductors)

/s/ Raymond R. Decknick
General Chairman
United Transportation
Union (Trainman)

AGREEMENT BETWEEN THE
D&H CORPORATION AND THE
UNITED TRANSPORTATION UNION
ON THE ESTABLISHMENT OF INTERDIVISIONAL SERVICE

1. In accordance with Appendix D of the Collective Agreement dated July 18, 1990, as amended between D&H Corporation and the United Transportation Union, it is agreed that the Corporation may establish the following service:

Pusher service between Buttonwood, PA. and Afton, N.Y.
Agreed mileage for pay purposes: 211 miles

2. The conditions outlined in Section 2(a) through (e) of Appendix D Interdivisional Service of the Collective Agreement between the parties dated July 18, 1990, as amended, are herein confirmed as having application.
3. Trains operating under the terms and conditions of this Agreement will be designated by the Carrier at the time ordered.
4. If relief service is required enroute, it may be filled by calling the closest available supplying extra board. If required for less than the full run, employee will be paid for actual miles run or a minimum day, whichever is greater.
5. Employees adversely affected as a result of the establishment of this Interdivisional Service shall be entitled to protection as provided in Appendix D of the Collective Agreement between the parties dated July 18, 1990.
6. Should the run be advertised as a regular assignment, the run will be divided on the following basis:
 - 1st SUB – 70%
 - 2nd SUB – 30%
7. For purposes of this IDR Agreement, it is agreed that overtime will commence after ten (10) hours of service and continue until relieved from service, on a minute basis, at the rate per hour of 3/16ths of the daily rate, in accordance with all applicable provisions of the Collective Agreement between the parties dated July 18, 1990, as amended.
8. Crews assigned to this service will not perform station switching, yard switching, spotting of cars at industry or any other type of switching or classification during this tour of duty. This does not include the set off or lift of bad order cars when necessary.

9. Investigation Hearings will be held at the home terminal of the employee involved except where the majority of the employees involved are from another terminal. In case of the latter, employees in the service will be allowed the driving allowance at the prevailing mileage rate per mile, for driving to a distant location and provided lodging and the standard meal allowance if the employee is required to stay over, whether or not found guilty. If exonerated from charges, employees will be paid all lost earnings.
10. Trainmen with an employment relationship on the effective date of this agreement will not be required to lose time or utilize off-duty time for the purpose of initially qualifying on territory off their home district.

An unqualified trainman protecting this service will be furnished a qualified trainman pilot from the respective trainmen's working roster.

When, in the opinion of the supervisory officer, a trainman is taking an unreasonable amount of time to qualify, the trainman in question will be required to consult with the supervisory officer and the Local Chairman having jurisdiction, for the purpose of identifying and correcting the problem.

A trainman initially qualified, but who has not worked a subdivision off of his "home" district within the time specified under the operating rules, will be provided a pilot for one round trip over such subdivision.

Note: This part will also apply to a trainman in a discharged status who subsequently returned to service with seniority rights unimpaired.

11. Except as provided herein, the provisions of the Collective Agreement between the parties dated July 18, 1990, as amended remain in effect.

Signed on this 22nd day of July, 1999.

For the D&H Corporation

/s/Brian D. Wilson
Brian D. Wilson
District General Manager

For the United Transportation Union

/s/Martin J. Keyes
Martin J. Keyes
General Chairman

/s/ Raymond Decknick
Raymond Decknick
General Chairman

/s/ C. D. Winebrenner
C. D. Winebrenner
General Chairman

AGREEMENT BETWEEN THE
D&H CORPORATION AND THE
UNITED TRANSPORTATION UNION
ON THE ESTABLISHMENT OF INTERDIVISIONAL SERVICE

1. In accordance with Appendix D of the Collective Agreement dated July 18, 1990, (Codified August 2011) as amended between D&H Corporation and the United Transportation Union, it is agreed that the Corporation may establish the following service:

Saratoga and Harrisburg/Harrisburg and Saratoga
Agreed mileage for pay purposes: 341 miles

2. The conditions outlined in Section 2(a) through (e) of Appendix D Interdivisional Service of the Collective Agreement between the parties dated July 18, 1990, as amended, are herein confirmed as having application.
3. Trains operating under the terms and conditions of this Agreement will be designated by the Carrier at the time ordered.
4. Lodging shall be provided in accordance with Article 18.4 of the Collective Agreement dated July 18, 1990, as amended between the parties. For purposes of this IDR Agreement, lodging shall be hotel/motel accommodation.
5. It is agreed that when Conductors are operating in the above-mentioned Interdivisional Service on a Conductor only crew, that the train may pick up and/or set off cars at no more than two locations between the initial terminal and destination terminal. This does not include the set off or lift of bad order cars when necessary.

If a crew is required to make pick ups and/or set offs at more than two (2) locations between the initial terminal and the destination terminal, excluding the set off or lift of bad orders, the trainman will be paid an additional two (2) hours at the pro rata rate of the assignment and for each subsequent location where a pick up and/or set off is made over the initial two (2).

6. Should a vacancy occur at the away-from-home terminal of the run, or relief service is required enroute, such vacancy or relief service may, if required, be filled by calling the closest available supplying extra board. If required for less than the full run, employee will be paid for actual service performed or a minimum day, whichever is greater.
7. Employees adversely affected as a result of the establishment of this Interdivisional Service shall be entitled to protection as provided in Appendix D of the Collective Agreement between the parties dated July 18, 1990.

8. For purposes of this IDR Agreement, it is agreed that overtime will commence after ten (10) hours of service and continue until relieved from service, on a minute basis, at the rate per hour of 3/16ths of the daily rate, in accordance with all applicable provisions of the Collective Agreement between the parties dated July 18, 1990, as amended.
9. Investigation Hearings will be held at the home terminal of the employee involved except where the majority of the employees involved are from another terminal. In case of the latter, employees in the service will be allowed the driving allowance at the prevailing mileage rate per mile, for driving to a distant location and provided lodging and the standard meal allowance if the employee is required to stay over, whether or not found guilty. If exonerated from charges, employees will be paid all lost earnings.
10. Conductors with an employment relationship on the effective date of this agreement will not be required to lose time or utilize off-duty time for the purpose of initially qualifying on territory off their home district.

An unqualified conductor protecting this service will be furnished a qualified conductor pilot from the respective conductors' working roster.

When, in the opinion of the supervisory officer, a conductor is taking an unreasonable amount of time to qualify, the conductor in question will be required to consult with the supervisory officer and the Local Chairman having jurisdiction, for the purpose of identifying and correcting the problem.

A conductor initially qualified, but who has not worked a subdivision off of his "home" district within the time specified under the operating rules, will be provided a pilot for one round trip over such subdivision.

Note: This part will also apply to a conductor in a discharged status who subsequently returned to service with seniority rights unimpaired.

Employees in this service, required to attend foreign Carriers' Book of Operating Rules Classes will be paid for actual time or a minimum of eight (8) hours, whichever is greater, while attending and will be allowed a driving allowance at the prevailing mileage rate if required to drive to a distant location.

11. Except as provided herein, the provisions of the Collective Agreement between the parties dated July 18, 1990, as amended remain in effect.

Signed on this 22nd day of July, 1999.

For the D&H Corporation

/s/ Brian D. Wilson

Brian D. Wilson

District General Manager

For the United Transportation Union

/s/ C. D. Winebrenner

C. D. Winebrenner

General Chairman

/s/ Martin J. Keyes

Martin J. Keyes

General Chairman

/s/ Raymond Decknick

Raymond Decknick

General Chairman

AGREEMENT BETWEEN THE
D&H CORPORATION AND THE
UNITED TRANSPORTATION UNION
ON THE ESTABLISHMENT OF INTERDIVISIONAL SERVICE

1. In accordance with Appendix D of the Collective Agreement dated July 18, 1990, (codified August 2011) between D&H Corporation and the United Transportation Union, it is agreed that the Corporation, on serving 15 days notice, may establish the following run:

Saratoga (Capital District) to St. Luc Yard, Montreal, PQ. Agreed mileage for pay purposes: Saratoga/St. Luc 198. Mileages for runs within terminals: Saratoga as agreed, Montreal to be determined by agreement at a later date.

2. The conditions outlined in Section 2(a) through (d) of Appendix D Interdivisional Service of the Collective Agreement between the parties dated July 18, 1990 are herein confirmed as having application. The provisions of Article 5.2 will apply in place of Section 2(e) of Appendix D.
3. Lodging shall be provided in accordance with Article 18.2 of the Collective Agreement dated July 18, 1990 between the parties. For the purposes of this IDR Agreement, lodging shall be hotel/motel accommodation.
4. The purpose of the IDR is to expedite traffic. This may require the set off and/or pick up of traffic, but will be organized to minimize the amount of stops enroute. Switching is not contemplated, except in extraordinary circumstances.
5. For the startup period of this run, when training is provided, payment for such time spent in training shall be a minimum day for each day of training or equivalent of miles lost, whichever is greater.
6. Should a vacancy occur at the away-from-home terminal of the run, such vacancy may, if required, be filled by calling the closest available qualified employee. If required for less than the full run, employee will be paid for actual service performed or a minimum day, whichever is greater.
7. Employees adversely affected as a direct result of establishment of an IDR shall be entitled to protection as provided in Appendix D, pages 83 through 85 of the Collective Agreement between the parties dated July 18, 1990.

8. Except as provided herein, the provisions of the Collective Agreement between the parties dated July 18, 1990 remain in effect.

Signed this 9th day of November, 1990, subject to ratification.

FOR THE D&H CORPORATION

/s/ T. F. Waver
General Manager

FOR THE UNITED TRANSPORTATION
UNION

/s/ W. E. Boardman
General Chairman
United Transportation Union

/s/ J. N. Corsale
General Chairman
United Transportation Union

AGREEMENT BETWEEN THE
D&H CORPORATION AND THE
UNITED TRANSPORTATION UNION
ON THE ESTABLISHMENT OF INTERDIVISIONAL SERVICE

1. In accordance with Appendix D of the Collective Agreement dated July 18, 1990, (Codified August 2011) between D&H Corporation and the United Transportation Union, it is agreed that the Corporation, on serving 7 days notice, may establish the following service:

Saratoga to Taylor/Taylor to Saratoga
Agreed mileage for pay purposes: 204 miles

2. The conditions outlined in Section 2(a) through (e) of Appendix D Interdivisional Service of the Collective Agreement between the parties dated July 18, 1990, are herein confirmed as having application.
3. Trains operating under the terms and conditions of this Agreement will be designated by the Carrier at the time ordered.
4. Initial Terminal Delay (ITD) at Taylor will be paid in accordance with Article 4 of the Collective Agreement between the parties dated July 18, 1990 as amended.
5. Final Terminal Delay (FTD) at Taylor will be paid in accordance with Article 5 of the Collective Agreement between the parties dated July 18, 1990 as amended. For purposes of this Agreement, FTD payments will be computed from the time the engine reaches CPF 672.
6. For purposes of this IDR Agreement, it is agreed that overtime will commence after ten (10) hours of service and continue until relieved from service, on a minute basis, at the rate per hour of 3/16ths of the daily rate, in accordance with all applicable provisions of the Collective Agreement between the parties dated July 18, 1990.
7. All miles run in excess of the miles encompassed in the basic day shall be paid for at the rate calculated by dividing the basic daily rate of pay in effect on the effective date of this agreement by the number of miles encompassed in the basic day as of that date. Car scale additives will apply to mileage rates calculated in accordance with this provision.
8. Lodging shall be provided in accordance with Article 18.4 of the Collective Agreement dated July 18, 1990, as amended between the parties. For purposes of this IDR Agreement, lodging shall be hotel/motel accommodation.
9. Due to the fact that some trainman may be required to drive extended distances to reach the Home-Terminal versus the Away-from-Home Terminal, it is agreed for

purposes of this IDR Agreement, that when this IDR assignment becomes a regular assignment, Lodging may be provided to the Trainman either at the Home Terminal or the Away-from-Home Terminal. However, in no instance shall lodging be provided at both the Home Terminal and the Away-from-Home Terminal. This is not a monetary payment but actual lodging provided.

10. The purpose of the Interdivisional Service is to expedite traffic. This may require the set off/or pick up of traffic. Switching, is not contemplated, except in extraordinary circumstances.
11. It is agreed that when Conductors are operating in the above-mentioned Interdivisional Service on a Conductor only crew, that the train may pick up and/or set off cars at no more than two locations between the initial terminal and destination terminal. This does not include the set off or lift of bad order cars when necessary.

If a crew is required to make pick ups and/or set offs at more than two (2) locations between the initial terminal and the destination terminal, excluding the set off or lift of bad orders, the trainman will be paid an additional two (2) hours at the pro rata rate of the assignment.

12. Should a vacancy occur at the away-from-home terminal of the run, or relief service is required enroute, such vacancy or relief service may, if required, be filled by calling the closest available qualified employee. If required for less than the full run, employee will be paid for actual service performed or a minimum day, whichever is greater.
13. If the IDR train is not available at Saratoga/Taylor after the expiration of the IDR crews rest, the IDR crew may be used in alternate service between Saratoga and Taylor/Taylor and Saratoga on the return trip, on the first available extra train, subject to the provisions of this Agreement.
14. Employees adversely affected as a result of the establishment of this Interdivisional Service shall be entitled to protection as provided in Appendix 4 of the Collective Agreement between the parties dated July 18, 1990.
15. Except as provided herein, the provisions of the Collective Agreement between the parties dated July 18, 1990, as amended, will remain in effect.

Signed on this 17th day of July, 1998.

For the D&H Corporation

/s/ B. D. Wilson
General Manager

For the United Transportation Union

/s/ Martin J. Keyes
General Chairman
United Transportation

Union (Conductors)

/s/ Raymond R. Decknick

General Chairman

United Transportation

Union (Trainman)

AGREEMENT BETWEEN THE
D&H CORPORATION AND THE
UNITED TRANSPORTATION UNION
ON THE ESTABLISHMENT OF INTERDIVISIONAL SERVICE

1. In accordance with Appendix D of the Collective Agreement dated July 18, 1990, as amended between D&H Corporation and the United Transportation Union, it is agreed that the Corporation may establish the following service:

Taylor to Oak Island/Oak Island to Taylor
Agreed mileage for pay purposes: 173 miles

2. The conditions outlined in Section 2(a) through (e) of Appendix D Interdivisional Service of the Collective Agreement between the parties dated July 18, 1990, as amended, are herein confirmed as having application.
 3. Trains operating under the terms and conditions of this Agreement will be designated by the Carrier at the time ordered.
 4. Lodging shall be provided in accordance with Article 18.4 of the Collective Agreement dated July 18, 1990, as amended between the parties. For purposes of this IDR Agreement, lodging shall be hotel/motel accommodation.
1. Should a vacancy occur at the away-from-home terminal of the run, or relief service is required enroute, such vacancy or relief service may, if required, be filled by calling the closest available supplying extra board. If required for less than the full run, employee will be paid for actual miles run or a minimum day, whichever is greater.
 2. Employees adversely affected as a result of the establishment of this Interdivisional Service shall be entitled to protection as provided in Appendix D of the Collective Agreement between the parties dated July 18, 1990, as amended.
 3. For purposes of this IDR Agreement, it is agreed that overtime will commence after ten (10) hours of service and continue until relieved from service, on a minute basis, at the rate per hour of 3/16ths of the daily rate, in accordance with all applicable provisions of the Collective Agreement between the parties dated July 18, 1990, as amended.
 4. The purpose of the Interdivisional Service is to expedite traffic. This may require the set off/or pick up of traffic. It is not intended that crews assigned under the terms of this Agreement will be required to perform local freight work in route, such as plant and industrial switching. In cases which can be defined as plant or industrial switching, the crew will be allowed actual time consumed with a minimum of two (2) hours compensation at the pro rata rate.

Note: This compensation allowance will not be paid in areas where a compensation allowance is already provided (i.e. PBNE).

9. It is agreed that when Conductors are operating in the above-mentioned Interdivisional Service on a Conductor only crew, that the train may pick up and/or set off cars at no more than two locations between the initial terminal and destination terminal. This does not include the set off or lift of bad order cars when necessary.

If a crew is required to make pick ups and/or set offs at more than two (2) locations between the initial terminal and the destination terminal, excluding the set off or lift of bad orders, the trainman will be paid an additional two (2) hours at the pro rata rate of the assignment and for each subsequent location where a pick up and/or set off is made over the initial two (2).

Note: Service to the PBNE will not be counted when determining the pick ups and/or set offs at the allowed two locations.

10. Investigation Hearings will be held at the home terminal of the employee involved except where the majority of the employees involved are from another terminal. In case of the latter, employees in the service will be allowed the driving allowance at the prevailing mileage rate per mile, for driving to a distant location and provided lodging and the standard meal allowance if the employee is required to stay over, whether or not found guilty. If exonerated from charges, employees will be paid all lost earnings.
11. Conductors with an employment relationship on the effective date of this agreement will not be required to lose time or utilize off-duty time for the purpose of initially qualifying on territory off their home district.

An unqualified conductor protecting this service will be furnished a qualified conductor pilot from the respective conductors' working roster.

When, in the opinion of the supervisory officer, a conductor is taking an unreasonable amount of time to qualify, the conductor in question will be required to consult with the supervisory officer and the Local Chairman having jurisdiction, for the purpose of identifying and correcting the problem.

A conductor initially qualified, but who has not worked a subdivision off of his "home" district within the time specified under the operating rules, will be provided a pilot for one round trip over such subdivision.

Note: This part will also apply to a conductor in a discharged status who subsequently returned to service with seniority rights unimpaired.

Employees in this service, required to attend foreign Carriers' Book of Operating Rules Classes will be paid for actual time or a minimum of eight (8) hours, whichever is greater, while attending and will be allowed a driving allowance at the prevailing mileage rate if required to drive to a distant location.

11. Except as provided herein, the provisions of the Collective Agreement between the parties dated July 18, 1990, as amended remain in effect.

Signed on this 18th day of May, 1999.

For the D&H Corporation

/s/ Brian D. Wilson
Brian D. Wilson
District General Manager

For the United Transportation Union

/s/ C. D. Winebrenner
C. D. Winebrenner
General Chairman

/s/ Martin J. Keyes
Martin J. Keyes
General Chairman

/s/ Raymond Decknick
Raymond Decknick
General Chairman