

IT IS AGREED:

ARTICLE I - IMPLEMENTING AGREEMENT

This agreement is reached in conjunction with the Master Implementing Agreement dated 2-12-99 and incorporates all provisions contained therein.

ARTICLE II - COLLECTIVE BARGAINING AGREEMENT

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

ARTICLE III - SENIORITY DISTRICTS AND ZONES

A. The seniority district is identified in Appendix "A-1" to coincide with the collective bargaining agreement in effect on the coordinated road and yard territory.

B. The seniority district shall be divided into zones and vacancies filled as specified in Appendix "B-1". The purpose of zoning the seniority district is to promote workforce stability and permit engineers with seniority in a pre-acquisition geographical area to protect work opportunities in relatively the same area. Engineers will acquire seniority rights to all territories within

the seniority district in accordance with the applicable collective bargaining agreement.

ARTICLE IV - SENIORITY ROSTERS

A. Former CRC engineers allocated to NW will be dovetailed in their relative order with engineers on the Detroit District, Appendix 100, and 384 seniority rosters in the following manner:

1. Employees with engineer seniority on the date of the transaction will be ranked in accordance with their earliest, current engine service seniority date.

2. Employees in Locomotive Engineer School or Training on the date of the transaction will be ranked in accordance with the earliest engineer training physical date of employees in their training class and will maintain the same relative order within a class as their train service seniority.

B. Former CRC engineers will maintain prior rights to all assignments working exclusively in former CRC territory and NW engineers will maintain prior rights to all assignments working exclusively in NW territory for one year from the date of the transaction.

C. At the end of the one year period, the prior rights designation will be removed using an agreed to job selection process from 33% of both former CRC and NW assignments. The prior rights designation will be removed from 50% of the remaining assignments after the second year using the same process and all prior rights designations will be removed after the third year.

D. Except as provided in E. below, new assignments not working exclusively in former CRC or NW territory and all extra board assignments will be filled from the master seniority roster without regard to prior rights beginning with the date of the transaction.

E. In consolidated terminals and road territory, assignments will be allocated between NW and former CRC engineers on the basis of an order of selection list to be derived from the agreed to job selection process.

F. NW engineers will maintain existing prior rights relative to other NW engineers during the three year period. At the end of the three year period, existing NW prior rights will be eliminated.

ARTICLE V - ADVERTISING POSITIONS

NW will advertise positions to be filled. The advertisement

BLE NKP AGREEMENT
Attachment 1

will designate starting times, rest days, and on-duty locations for yard assignments, home and away-from-home terminals and routes for road assignments, and expiration and effective dates. The advertisement will be for fourteen (14) days.

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

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

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

C. Road and yard engineers may be required to report and be relieved at designated points in the coordinated road territory or consolidated terminals as long as such points meet the requirements of applicable schedule agreements, interpretations and practices thereunder.

D. When a road or yard service engineer 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.

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

ARTICLE VII

On the effective date of this agreement, all pending notices and/or proposals pertaining to CRC are withdrawn, including those notices under the Railway Labor Act. All pending claims will be progressed under the Railway Labor Act and the claims handling procedure of the applicable NKP schedule agreement.

ARTICLE VIII

Where the rules of the applicable NKP schedule agreement conflict herewith, the provisions of this agreement apply. NKP rules, or portions thereof, that are not in conflict with this agreement are preserved.

ARTICLE IX

This agreement shall become effective on the effective date of the Master Implementing Agreement.

APPENDIX "A-1"

NORFOLK AND WESTERN RAILWAY COMPANY

LAKE REGION HUB NETWORK

NS/NKP LABOR AGREEMENT

PRIMARY LINE SEGMENTS

Cleveland Hub	Buffalo, Toledo, Conway Mingo Jct., Columbus, Elkhart, Ashtabula, Ft. Wayne, Bellevue/Sandusky, Detroit
Buffalo Hub	Binghamton, Croxton and E-Rail, North Jersey, Toledo, Cleveland, Renovo/Keating
Ft. Wayne Hub	Detroit, Peru, Chicago, Cleveland, Fostoria, Crestline, Conway/ Pittsburgh, Muncie, Cincinnati, Tilton, Elkhart, Grand Rapids, Bellevue/Sandusky, Toledo

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

APPENDIX "B-1"

NORFOLK AND WESTERN RAILWAY COMPANY

Section 1.

The seniority district will be divided into zones, each with a primary source of supply and supplementary sources of supply as set forth herein.

a. ZONES OF LAKE REGION HUB NETWORK

<u>ZONE</u>	<u>LIMITS</u>
Chicago	Chicago Terminal West to and including Hennepin/Moronts East to and including Tefft East to and including Hobart South to and including Manhattan East to and including Gary East to and including Porter
Elkhart	Elkhart Terminal West to but not including Porter South to but not including Anderson West to and including Michigan City and South Bend, not including Argos North to but not including Kalamazoo East to but not including Butler
Ft. Wayne	Ft. Wayne Terminal North to and including Montpelier West to but not including Hobart South to but not including Muncie East to and including Leipsic Jct. West to but not including Andrews
Detroit	Detroit Terminal West to and including Wayne South to but not including Toledo North to and including Lafayette South to but not including Montpelier
Jackson	East to but not including Wayne West to and including Kalamazoo North to and including Grand Rapids North to and including Lansing

APPENDIX "B-1" (Cont.)

NORFOLK AND WESTERN RAILWAY COMPANY

<u>ZONE</u>	<u>LIMITS</u>
Muncie	Muncie Terminal East to and including Hales West to but not including Lafayette South to but not including Cincinnati West to and including Anderson
Toledo	Toledo Terminal South to but not including Fremont West to but not including Butler East to and including Oak Harbor
Peru	Peru Terminal East to and including Andrews West to Tilton
Bellevue	Bellevue Terminal South to Columbus West to but not including Leipsic Jct. North to and including South Lorain but not including Oak Harbor East to and including South Lorain North to and including Fremont
Cleveland	Cleveland Terminal West to but not including Lorain East to and including Conneaut South to but not including Alliance
Buffalo	Buffalo Terminal West to but not including Conneaut South to but not including Renovo/ Keating East to but not including Corning Erie to Hornell
Youngstown	Youngstown/Lordstown Terminal West to and including Crestline North to and including Rouseville/ Oil City but not including Ashtabula South to and including Powhatan South to but not including Conway

APPENDIX "B-1" (Cont.)

NORFOLK AND WESTERN RAILWAY COMPANY

<u>ZONE</u>	<u>LIMITS</u>
Binghamton	Binghamton Terminal West to and including Lyons and Corning East to and including Croxton and E-Rail but not including North Jersey SAA

- b. A senior engineer will not be permitted to work in a lesser capacity at any location (terminal) in a zone when a junior engineer is working as such at that same location (terminal) in the zone.
- c. A junior engineer working as such at one location (terminal) in a zone will not prohibit a senior engineer from working in a lesser capacity at another location (terminal) in that same zone.
- d. Demoted engineers shall not be required to exercise seniority from one zone to another except when all engineers in that zone are in the working ranks of engineer.

Section II. Permanent Vacancies

The following order will be followed in filling permanent vacancies:

- a. The senior applicant on the seniority district, after such position has been bulletined to all zones throughout the seniority district.
- b. In the event no applications are received for a permanent vacancy for an engineer position, the senior demoted engineer not working as such at the location (terminal) where the vacancy occurs will be assigned; if no demoted engineer is working at that location (terminal), then the junior demoted engineer at the nearest location in the zone will be assigned to the vacancy.

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Peter C. Poirier
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December 22, 1999

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Gentlemen:

This refers to recent conversations concerning the placement of Dover, New Jersey in the appropriate zone as contemplated by the Implementing Agreements reached as result of the Conrail transaction. This will confirm discussions that Dover is included as part of the Binghamton Zone and governed by Nickel Plate Agreements.

The Binghamton Zone includes the following territories: Binghamton terminal; West to and including Lyons and Corning; East to and including Croxton, E-Rail and Dover, but not including N. Jersey SAA.

Very truly yours,

/s/ Peter C. Poirier



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APPENDIX "B-1" (Cont.)

NORFOLK AND WESTERN RAILWAY COMPANY

- c. If the position can not be filled in accordance with the above, it will be filled by the junior demoted engineer at the location nearest (by highway miles) the location of the vacancy.
- d. Any demoted engineer force assigned to another zone will be allowed to displace any junior engineer.
- e. If a junior engineer not working as such becomes available in either the zone to which or the zone from which a senior engineer has been forced to an assignment under Section II, Paragraph (c), he will be allowed to exercise seniority to the zone from which forced.

Section III. Temporary Vacancies

The following order will be followed in filling temporary vacancies:

- a. Engineers from the engineers' extra boards at the particular location (terminal) where the vacancies exist, in turn.
- b. In the event the engineers' extra boards at the designated supply point (terminal) are exhausted or are not being maintained, temporary vacancies will be filled by using the senior available demoted engineer working at that location (terminal).
- c. If the application of sub-paragraphs (a) and (b) do not provide engineers for the temporary vacancies, such vacancies will be filled from the engineers' extra board in the same zone nearest the location (terminal) (by highway miles) where the temporary vacancies exist.
- d. If the application of sub-paragraphs (a), (b) and (c) do not provide engineers for the temporary vacancies, such vacancies will be filled by using the senior available demoted engineer working in that zone nearest the point where the vacancies exist.

APPENDIX "B-1" (Cont.)

NORFOLK AND WESTERN RAILWAY COMPANY

- e. If the application of sub-paragraphs (a), (b), (c) and (d) do not provide engineers for the temporary vacancies, such vacancies will be filled from the source of supply location from which temporary vacancies at such location (terminal) were filled prior to the effective date of this Agreement.
- f. If not relieved sooner by the regular engineer, an engineer forced to another zone will be released as soon as an extra engineer or demoted engineer becomes available at that location.
- g. Upon written request, the forced engineer will be released after six (6) days, or at the completion of duty on the day preceding the layover or first off day of the assignment, whichever occurs first.