

INDEX

AMORY ID AGREEMENT

ASSIGNMENTS

Establishment - Long Pools	2(a)
Establishment - Short Pools	2(b)
Used Off	8(f)

BULLETINS

Equalization Mileage	4(b)
Remain on During Life of	4(b)
Who to Assign	4(b)

CALLED AND NOT USED	9(a)
.	9(b)

CALLING TIME	21
------------------------	----

CONFERENCE ON ID SERVICE AGREEMENT	18
--	----

DEADHEADING

Home Out of Turn	10
How Paid	13
Meal Allowance	15
Towed or Deadheaded to Terminal	12(g)

EMERGENCY CONDUCTORS	11(c)
--------------------------------	-------

EXERCISE OF SENIORITY	8(e)
---------------------------------	------

EXPENSES - TELEPHONE	21(b)
--------------------------------	-------

EXTRA INTERDIVISIONAL SERVICE CREWS	11(b)
---	-------

HOME TERMINAL	5(c)
-------------------------	------

INAUGURATION OF SERVICE	19(a)
INVESTIGATIONS	14
LEARNING THE ROAD	19(c)
LODGING	17
Equalization Assignment	4(c)
MEAL ALLOWANCE (SERVICE OR DEADHEAD)	15
MILEAGE	
Anniversary Date - Pool Crews	8(b)
Equalized - Pool Crews	4(b)
Limitation - Individual	8(a)
Maximum - Hold Off	8(a)
Register Pay Miles	8(c)
Memphis to Birmingham	3
NATIONAL AGREEMENT - APPLY	15
OVERTIME	16(a)
PILOTS	19(b)
POOL CREWS	
Abolish	7(b)
Add	7(b)
Anniversary Date	8(b)
Held Off Maximum Miles	8(a)
Register Pay Miles	8(c)
Regulation	7(b)
Short (Pools) - Unavailable	11(b)
PROTECTION	20

RUNAROUND

Not Rested	4(a)
	9(c)
Restored to Turn	9(d)

SENIORITY - DISTRICT 5(d)

STATEMENT - TRIPS STARTED 5(b)

TIED UP BETWEEN TERMINALS 12(e)

TRIPS - STATEMENT 5(b)

TURNED BACK TO INITIAL TERMINAL 12(e)

VACANCIES 11(a)

WORK TRAIN SERVICE 12(b)

Miscellaneous En Route 12(c)

Wrecker 12(d)

VTU
Amory I.D.

MEMORANDUM OF AGREEMENT

IT IS AGREED:

The parties signatory hereto are agreeable, in accordance with the provisions of Article XII of the January 27, 1972 National Agreement, to the operation of interdivisional service on the specified territories, subject to the following provisions of this Agreement.

NOTE: As used in this Agreement, the term Interdivisional service includes interdivisional, interseniority district, intradivisional and/or intraseniority district service.

1. Interdivisional through freight service may be operated (subject to the application of the conversion rule) on the territory between Memphis, Tennessee, and Birmingham, Alabama (both directions).

2. (a) Interdivisional through freight service on this Memphis-Birmingham territory shall be protected by separate "Long Pool Crews," with home terminals at Memphis and Birmingham, that are to be assigned solely to the protection of such interdivisional service but otherwise covered by existing agreements and understandings (including mileage regulation agreements) except as otherwise specified in this Agreement.

(b) Separate "Short Pool Crews" assigned solely to any one of the two seniority districts (i.e., Memphis-Amory and Amory-Birmingham) in this territory may also be maintained if there is sufficient mileage (as determined under mileage regulation agreements and understandings), and such "Short Pool Crews" will rotate among themselves, separated entirely from the "Long Pool Crews." Where "Short Pool Crews" are not maintained, or where maintained but not available, service that is to be performed entirely on one seniority district (i.e., not interdivisional) except as otherwise provided herein shall be protected by crews made up of extra men.

(c) Amory, Mississippi, shall not be a terminal for crews working or deadheading in interdivisional service on this interdivisional territory.

(d) On the effective date of this interdivisional service, the home terminal of the Conductors and Brakemen's Tupelo Seniority District is changed from Amory to Memphis, and the Conductors' and Brakemen's extra boards shall be maintained at Memphis, subject to the agreement rules governing extra boards.

3. Actual miles to be run in interdivisional service between Memphis and Birmingham is 236.58 miles. Actual mileage of the Tupelo Seniority District is 115.61 miles and of the Birmingham Seniority District is 120.97. Thus Tupelo District employees will be entitled to 48.9% and Birmingham District employees will be entitled to 51.1% of the total train miles in interdivisional service between Memphis and Birmingham.

4. (a) Except as otherwise provided in this Agreement, crews in interdivisional service on this territory will be alternated on a 1-on-1 basis (e.g., 1 Tupelo crew, then 1 Birmingham crew, then 1 Tupelo crew, etc.) out of both terminals of this territory (or on a 2-on-2 basis if the General Chairman or his representative and the proper local Carrier officer agree). It is recognized that crews may have to be used out of turn when a crew (whose turn it is) is not rested, but when this is necessary, an offsetting adjustment (in number of crews from the unrested crew's district) in the alternation of the crews will be made (as soon as rested crews are available) in order to restore the balance.

(b) The proration of train mileage on this territory shall be equalized when the accumulation of mileage (at the rate of 5 train miles for each one-way trip by a Tupelo crew on this territory) equals 3,500 train miles. When 3,500 miles are thus accumulated, the junior interdivisional pool crew on the Tupelo district will be bulletined to employees on the Birmingham district, but the

assigned employees will remain on the assignment during the bulletining period and, thereafter, until (and unless) displaced by a new assignee. If there are any bids from employees holding seniority as of the date of this Agreement, the senior bidder will be assigned to work off the accumulated train mileage. Employees establishing seniority after the date of this Agreement shall not have any rights to permanent or 6-day vacancies on these equalization assignments. If there are no bids, the 3,500 train-mile accumulation will be considered to be waived except that a displaced employee (with seniority as of the date of this Agreement) may subsequently bump onto the assignment for whatever remains of the equalization. During the time that an employee is working on an equalization crew on other than his own district, under the foregoing provision, he will be treated as though he was an employee of that other seniority district.

(c) Any Conductor, Brakeman, or Fireman who bids in and is assigned to an equalization assignment will be furnished lodging at Carrier expense at the home terminal of the equalization assignment instead of at the away-from-home terminal of the equalization assignment. This provision is intended as the only exception to the provisions of the last sentence of Section 4(b).

5. (a) Total trip miles, both working and deadheading, will be treated as equals in the equalization.

(b) After each payroll period, the Carrier will furnish a statement showing the trips commenced by crews in this interdivisional service operation during that payroll period and the accumulated mileage (as contemplated by Section 4(b) hereof). Copy of these statements will be furnished to the Local Chairmen involved and the General Chairman. The above statements will be used as the basis for determining whether or not the proper rotation and/or equalization is being maintained. If the report indicates that it is not, the proper adjustment will be made.

(c) Employees in interdivisional service

shall continue to have the same home terminal that is now the home terminal for pool service on their respective seniority district, except as otherwise provided in this Agreement.

(d) Employees will not acquire seniority on the other seniority district, account having worked over another seniority district in interdivisional service.

6. The provisions of the Memorandum of Agreement signed April 15, 1975 (copy attached) are extended so as to apply to Firemen on the territory covered by this Agreement.

7. (APPLICABLE TO CONDUCTORS AND BRAKEMEN ONLY)

(a) As far as Conductors and Brakemen are concerned the total number of interdivisional pool crews on one territory will be regulated twice monthly in accordance with the total number of round trips started out of the two home terminals in the previous payroll period as indicated by the table that is attached hereto. Adjustments in the number of crews at other than those two regular semi-monthly adjustment dates (at 12:01 p.m. on the 1st and 16th days of the calendar month) or any variations from these attachments may be made only by unanimous agreement between the designated Carrier representative and the two Local Chairmen of the train crafts on a seniority district portion of an interdivisional territory.

(b) When interdivisional train pool crews are added or abolished, it will be done at 12:01 p.m. and in the same manner that other pool crews are handled, including the provisions that when a crew is added it will be protected by extra men while under bulletin, and when one is abolished it will be abolished immediately if it is in the home terminal and not under call at the time (if not in that terminal, or in the terminal but already called, it is abolished immediately upon return to that terminal).

8. (APPLICABLE TO CONDUCTORS AND BRAKEMEN ONLY)

(a) Individual Conductors and Brakemen who are assigned in interdivisional service shall be subject to an individual 3,800 pay-mile monthly limitation, i.e., they will not be called for further service (that month) at their home terminal after they have made 3,800 pay-miles.

(b) Each interdivisional train crew will be assigned a date which shall commence the anniversary month on which the individual crew members' mileage limitation shall be computed and on the basis of which the individuals on that crew will be held off after making 3,800 pay-miles. When individuals have been held off account making their maximum mileage, their pool will continue to work and their vacancies on that pool will be manned by extra employees.

(c) Each member of an interdivisional train crew, upon completion of each round trip, must register (at the time he registers off duty) the total pay-miles made for that round trip and his accumulated total pay-miles for that anniversary month. Failing to so register, he will not be called for subsequent service until he has complied with this requirement. The Carrier will have these figures verified daily and will make such figures available for inspection and review at the request of the Local Chairmen.

(d) When an individual bids in or bumps onto an interdivisional train crew after the anniversary month for that crew has begun, that individual must register on the interdivisional crew mileage register the number of pay-miles that he has made in other service or on other assignments since the anniversary month began. This mileage will be used in determining when he reaches his 3,800-mile limitation.

(e) When an individual assigned to an interdivisional train crew has reached the maximum mileage limitation in a month and is held off, he may not bid or bump or in any way assume another

assignment during the remainder of the anniversary month.

If an employee is displaced while he is being held off, he may exercise his seniority on the last day of the anniversary month so as to assume his new assignment on the following day.

If an assignment is bulletined while an employee is being held off, he may exercise his seniority to the assignment (in the same manner that he would if he were absent during the bulletin period) on the last day of the anniversary month so as to assume the assignment on the following day.

*See M/A
dated 1-12-84*

~~(f) When a Conductor or Brakeman is used off his interdivisional assignment to protect a vacancy in other service and does not, as a result thereof, miss his regular turn in interdivisional service, the pay-miles earned will not be computed in figuring the 3,800-mile limitation referred to in this Section. If, however, the Conductor or Brakeman misses his assignment in interdivisional service and is paid make-whole under applicable rules, that amount shall count in computing the 3,800 pay-miles referred to in this Section.~~

9. (a) When a crew in interdivisional service is called, reports for duty, and is not used, they will be allowed 50 miles and stand first out, but if held more than 4 hours, they will be allowed 100 miles and stand first out. If a call is canceled before the employee leaves his residence or (away from home) lodging facility, the foregoing sentence (and payments) does not apply. If "runaround" account not rested, such crew will not be due additional pay but will be restored to their same relative position on the pool board at their home terminal at first opportunity, provided they give written notification to the Caller.

(b) Interdivisional crews who perform some service but who are released before leaving their initial terminal, will be paid 100 miles at through freight rate and be restored to the first-out position. They will not be called again until

they are rested and it is recognized that other crew(s) may be called around them without penalty while they are resting.

NOTE: The provisions of paragraphs (a) and (b), above, do not apply to individual extra men when the call and release occurs at their Extra Board terminal; but, instead, such extra men will be handled (and paid) in accordance with applicable system agreement rules.

(c) An interdivisional crew will not be considered "runaround" when the runaround is because of equalization, rest or other reasons specified in this Agreement.

*See LPU
dated 2-25-82*

(d) Interdivisional train crews and Firemen shall, upon written request, be restored to proper turn at the next terminal if possible (if not possible there, they may file written request upon return to home terminal) if they do not tie up at a terminal in the same order that they were called at the home terminal. Interdivisional crews need not be exchanged in a terminal to avoid runaround and when such a "runaround" does occur, no penalty payment is due. (Exception: The Carrier may exchange the crews when, in its judgment, the first crew called is being delayed to the extent that further delay may jeopardize their availability, under the law, to complete the run to their destination terminal.) Thus an interdivisional train crew or Fireman "runaround" at the initial terminal (account of a following crew preceding them out of the terminal, being called and released, or called and not used), on line of road, or at the final terminal will be restored to proper turn by someone on the train crew or by the Fireman advising the Caller, in writing, within one hour after they register off duty (or register their arrival when deadheading).

10. An interdivisional crew, at their away-from-home terminal, may be called to deadhead at any time after their arrival, regardless of their standing in relation to at-home crews and the normal crew rotation, except they must be called

first-in/first-out in relation to other crews from the same seniority district. When two away-from-home interdivisional crews are to be called for the same train (one to work and one to deadhead), if one of the crews is not rested and the other one is rested, the rested crew will work the train and the unrested crew will deadhead.

See M/C
dated 12-24-76

11. (a) Extra men will protect vacancies on the interdivisional crews of their own seniority district and the employees assigned to these crews will lay off and report at the crew's home terminal (and Extra Board point), except in cases of sickness or other personal emergency. If a regular man lays off account sickness or other personal emergency at the away-from-home terminal and there is insufficient time to deadhead an extra man (without pay) by train to protect the vacancy, an extra man at the vacancy point shall protect the vacancy and then be deadheaded back to his home Extra Board point with deadhead pay.

(b) Crews composed of extra men will be used when assigned interdivisional crews are not available to protect the service. The use of such extra crews will be done, as far as practical, in a manner that will assist in arriving at the desired equalization between the seniority districts. When such extra crews are used, they will be worked in the same manner as an assigned interdivisional crew until they return to their home terminal.

(c) Emergency Conductors who are assigned to interdivisional service as Brakemen will not be used as Emergency Conductor in other than interdivisional service if there is any other qualified employee available for such service. Conductor vacancies in interdivisional service will be filled in accordance with Article 21, Section A of the system Conductors and Brakemen's Schedule.

12. (a) Except as otherwise provided herein, pool crews that are called to operate solely on one seniority district, or between presently existing district terminals of that seniority district, shall be "Short Pool Crews" from that

seniority district (as presently constituted). If "Short Pools" are not maintained, or where maintained but not available, a "bum" crew made up of extra men from that seniority district will be called and used.

(b) Except as otherwise provided in this Section, all unassigned work train (which includes wrecker) service on interdivisional territory will be protected by "Short Pool Crews," if maintained and available, but otherwise by "bum" crews composed of extra men from that seniority district.

*See R/U
dated 7-30-84*

(c) Crews on interdivisional runs may be used en route to perform miscellaneous work train service for which an arbitrary allowance is paid. They will not be used in other wrecker or work train service, except as provided in this Agreement.

(d) A crew in interdivisional service may handle the wrecker provided the wrecker is to be handled through Amory. When the wrecker is handled by a crew in interdivisional service, such crew will be relieved by a "Short Pool Crew" (or "bum" crew) at end of tour of duty if another crew is required. The crew in interdivisional service that handled the wrecker will not be turned back to its originating terminal but will work or deadhead to the opposite terminal. When the wrecker is released, it may be returned to its assigned terminal (if interdivisional service) by using an interdivisional crew called to work or deadhead to the wrecker and return it (deadheading and working to be in one and the same direction) to its assigned terminal.

(e) Except when required by law, interdivisional pool crews called in interdivisional service will not be tied up between terminals of their runs or turned back to initial terminal, except when their movement is prevented (e.g., engine failure and derailment of their trains), their route to destination is obstructed or impassable (e.g., wrecks and washouts), or when they are relieved where it becomes apparent that they have insufficient time (under the Hours of Service Act and agreement rule) to complete their run. If the crew is returned to their initial

terminal for these reasons, they shall be paid continuous miles for the trip terminal-until-return (but not less than the straightaway mileage terminal-to-terminal) or hours, and the crew shall be restored to first-out position (available after rested). Subject to the foregoing exceptions, interdivisional pool crews will not be tied up en route or turned back to their initial terminal. Interdivisional pool crews tied up under that law will be towed or deadheaded back to their initial terminal or on to their final terminal, as soon as possible except that when such crews are tied up en route because their train's movement is prevented or their route is obstructed or impassable, they may be required to take rest and then handle their train to their original destination.

(f) If the relief crew is to be used and the tie-up (as provided above) occurred before the interdivisional crew passed through Amory, the relief crew shall be a "Long Pool Crew" called in interdivisional service out of the originating terminal. If the tie-up occurred after the interdivisional crew passed through Amory, the relief crew shall be a "Short Pool Crew" from the seniority district on which the tie-up occurs. If "Short Pools" are not maintained, or where maintained but not available, a "bum" crew made up of extra men will be called and used. This provision shall not prevent the Carrier from having crews exchange or consolidate trains en route.

(g) Existing pay rules relating to the crew that is tied up en route, and then towed or deadheaded into terminal, shall apply.

13. Crews or individuals deadheading in interdivisional service will be paid under present agreement rules, except that: (1) all deadhead mileage over 100 miles will be paid at the deadhead rate established for the first 100 miles and (2) the 50-mile minimums contained in the Conductors and Brakemen's Schedule shall not apply.

14. When a crew in interdivisional service is involved in an occurrence in regard to which a disciplinary investigation is held, the Carrier may hold the investigation at other than the

crew's home terminal but in such event will allow deadhead pay to and from the point at which the investigation is conducted, regardless of whether or not the individuals are held to be responsible for the occurrence (i.e., issued discipline). In such event, the Carrier will also furnish or arrange for train or passenger vehicle transportation to and from the investigation point. If required to remain overnight at the investigation point, the crew will be permitted to obtain lodging at the designated facility at Carrier expense, and in such event, will also be entitled to reasonable meal expense (supported by receipts) actually incurred at the investigation point. Compensation for time lost or time for attending the investigation will be determined under existing agreement rules; provided, however, that deadhead pay for going to and from the investigation and pay for attending the investigation shall be included in computing loss of earnings.

*See Award
No. 717 of
P.L.B. No. 717 &
Interpretation*

15. The conditions and provisions contained in the January 27, 1972 National Agreement shall apply, including but not limited to Article XII, Section 3, and Article XIII (except as otherwise provided in this Agreement). In connection with Section 3 (d) of Article XII, the Carrier will notify a "Long Pool Crew" when they are called (for service or deadhead) if it is intended that they will stop to eat en route; otherwise, they are to understand that they will run through without stopping to eat and will be entitled to the \$1.50 allowance.

16. (a) Existing overtime rules, insofar as they apply to employees in interdivisional pool crew service, are revised to read as follows:

On interdivisional runs of 200 miles or less, overtime will begin at the expiration of 8 hours. On runs of over 200 miles, overtime will begin when the time on duty exceeds the miles run divided by 25 or, in any case, when on duty in excess of 10 hours. Overtime will be paid for on the minute basis at 3/16ths of the daily rate per hour.

(b) Existing agreements concerning "Initial Terminal Delay-Freight," insofar as they apply to employees in interdivisional service, are revised to read as follows:

Initial terminal delay shall be paid on a minute basis to employees in through-freight service after 30 minutes unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal, at 1/8th of the basic daily rate, according to the class of engine used, in addition to the full mileage, with the understanding that the actual time consumed in 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 train actually starts on its road trip from the track where the train is first made up. However, if the train is moved off the assembly track for the convenience of the company and not with the intent of making a continuous outbound move (i.e., spotting for service of mail, switch out bad order car, etc.), initial terminal time will continue until the continuous outbound move is actually started. The continuous move is not disrupted when train is stopped to permit the lining of a switch or because block signal is against them.

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 4.8 minutes the period of 30 minutes after which initial terminal delay payment begins.

NOTE: The phrase "through freight service" as used in this rule, does not include pusher, helper, mine run, shifter, roustabout, belt line, transfer, work,

wrecker, construction, circus train (paid special rates or allowances), road switcher, district runs, local freight and mixed service.

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.

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.

(c) When overtime, initial terminal delay and final terminal delay accrue on the same trip, allowance will be the combined initial and final terminal delay time, or overtime, whichever is the greater.

17. Lodging will be furnished at the existing agreed upon facilities when interdivisional crews are tied up at other than their home terminal under the provisions of existing agreements.

18. Upon request of a General Chairman or the Director of Labor Relations (other representatives may later be designated by mutual understanding), conference will be held immediately in regard to the operation of these interdivisional crews.

19. (a) This interdivisional service operation may be inaugurated upon 15 days' advance written notice by the Carrier. The crews that are to protect interdivisional service (and the "Short Pool Crews," if any are to be initially established) will be bulletined (or rebulletined, for existing pool crews) prior to the inauguration of such service so that assignments are effective the day before such service is to be inaugurated.

(b) A Conductor-Pilot will be furnished only to "Long Pool Crews" initially assigned to protect interdivisional service, for that portion of the

run that is not on their seniority district, until the crew has made two round trips, Article 9 of the Conductors and Brakemen's Schedule to the contrary notwithstanding. The Carrier may, if it desires, work the Conductor-Pilots through to the crew's destination on a continuous miles or hours basis.

(c). In the event a Fireman or Brakeman who is in service on the date this interseniority district service is begun is required to "learn" that portion of the road which is not on his seniority district as a condition to his taking assignment on an interdivisional crew or an Extra Board protecting same, he shall be paid for time spent in such "learning the road" the same as if he were working.

20. This section shall apply to any Tupelo District Conductor and/or Brakeman (who has such seniority as of October 5, 1981) on and after the date that the Carrier serves the 15-day notice of intent to inaugurate this interdivisional service. Such options may only be exercised while the employee is in the active service of this Carrier, assigned to either the Conductors' or Brakemen's working lists.

(a) Any qualifying Tupelo District Conductor and/or Brakeman who owns his bona fide residence as of October 5, 1981, which is located closer to the road crew on/off-duty point at Amory than it is to the road crew on/off-duty point at Memphis (Tennessee Yard) and who desires to relocate his residence (Option 2 only) within 30 miles of the latter on/off-duty point, will be entitled to either of the following two options (subject to the time limitations contained therein):

OPTION 1: During the three-year period commencing on the date this interdivisional service is inaugurated, he may elect to accept and be allowed an amount equal to 25 percent of the fair market value of his residence, in which event the Carrier will have no further obligation

to him with respect to property, moving and relocation expenses,

- OR -

OPTION 2: He may elect, at his option, to receive the moving benefits specified in Articles 10 and 11 of the Conductors and Brakemen's Schedule Agreement. It is understood that those provisions contemplate:

- (a) He shall be reimbursed by the Carrier for any loss suffered in the sale of his home for less than its fair value. The Carrier will, at its option, either authorize him to take the best offer received and pay him the difference, if any, between the net value of that offer and fair market value, or pay him the fair market value and assume his residence. The Carrier will not be liable for real estate commissions unless it has contracted for them.
- (b) The term "residence" as used herein means the single primary abode of the employee, consisting of not more than one dwelling unit utilized for residential purposes only and on a building site of not more than two acres (or the minimum site required by zoning regulations in the community, if greater), including house trailer if "permanently" affixed to that site.
- (c) Should controversy arise in respect to the value of the residence and areas, it shall be resolved in accordance with the provisions of Section 9(d) of the Washington Job Protection Agreement (as modified by the above-mentioned Article 11), reading as follows:

"Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under

"a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the carrier, respectively, and these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree, then the Chairman of the National Mediation Board shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party."

- (d) The employee will be moved by a professional mover selected by the Carrier, fully insured, without cost to the employee. The Carrier will pay the mover directly but damage claims, if any, must be handled by the employee with the mover.
- (e) Includable in the employee's reimbursable moving expenses is car mileage for

up to two personal automobiles, at the mileage rate being allowed by the Carrier at the time the move is made (currently 20 cents per mile).

- (f) For purposes of this agreement, the "time lost to look and move" allowance shall be a maximum of five consecutive minimum days' pay for the class of road service last performed or actual loss of earnings, whichever is greater.
- (g) Both Sections 10 and 11 of the Washington Job Protection Agreement limit the Carrier's liability for expenses and/or losses to the three-year period commencing on the date this interdivisional service is inaugurated. Expense claims must also be submitted within 90 days after incurred.

(b) Any qualifying employee who rents or leases his bona fide residence (as of October 5, 1981) which is closer to the road crew on/off-duty point at Amory than the road crew on/off-duty point at Memphis (Tennessee Yard) and who desires to relocate his residence (Option 1 only) within 30 miles of the latter on/off-duty point, will be entitled to either of the following two options:

OPTION 1: He may elect to accept and be allowed the sum of \$1,500 in which case the Carrier will have no further obligation with respect to his rental or lease agreement, moving and relocation expenses,

- OR -

OPTION 2: He may elect, at his option, to receive the moving benefits specified in Articles 10 and 11 of the Conductors and Brakemen's Schedule Agreement. It is understood that Items (d), (e), (f), and (g) of the above (homeowners) Option 2 shall apply to employees electing this (renter or lessor) Option 2.

The provisions of this Option do not contemplate the moving of a house trailer that is located on the employee's owned land and is "permanently" affixed to that site.

21. (a) The Carrier will attempt to give present Tupelo District employees who reside in the Amory area (and as long as they continue to do so) a 3-hour "alert" of impending calls for duty at Memphis. It is recognized that this may not be practical or possible in all cases, but a good-faith effort will be made.

(b) When "alerting" or calling the above-referred-to employees at Amory (and vicinity) the Carrier shall assume any expense for telephone toll charges to call the employee at Amory but the individual employee shall be liable for any toll charge between Amory and his residence.

22. (a) This Agreement shall be construed as a separate agreement by and on behalf of the Carrier insofar as the Conductors and Brakemen's Schedule and the Firemen's Schedule Agreements are concerned. "Crews" as used herein, is intended to apply only to the members of the crew that are represented by the signatory General Committee.

(b) Nothing in this Agreement is intended to require the use of a Fireman where such use is not required under the provisions of the National Manning Agreement. Similarly, the filling of Brakeman vacancies shall be governed by and subject to the provisions of the Crew Consist Agreement effective August 1, 1980.

Signed at St. Paul, Minnesota, June 4, 1982

FOR: BURLINGTON NORTHERN RAILROAD COMPANY
(Formerly St. Louis-San Francisco
Railway Company)

By: _____

J. J. Gattis
Assistant Vice President

FOR: Conductors, Brakemen, and Firemen
represented by UNITED TRANSPORTATION UNION

By: _____

W. Reynolds
General Chairman

Memphis-Birmingham Interdivisional Pool Crews

(Mileage adjustments to be made the 1st and 16th day of each month)

<u>Round Trips Started</u>	<u>Total Number Crews</u>
0 - 4	1
5 - 7	2
8 - 11	3
12 - 15	4
16 - 19	5
20 - 23	6
24 - 27	7
28 - 31	8
32 - 35	9
36 - 39	10
40 - 43	11
44 - 47	12
48 - 51	13
52 - 55	14
56 - 59	15