

1970 Implementing Agreement No. 2

IMPLEMENTING AGREEMENT NO. 2

between

BURLINGTON NORTHERN INC.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

1. In pursuance of Section 8 of the Agreement for Protection of Employees dated June 29, 1965, as amended, and Carrier's notices of October 14, 1965 and December 19, 1973, it is agreed that all pre-existing seniority districts specified in existing collective agreements between the parties hereto and pre-existing seniority rosters made pursuant to such agreements on the territory of the former CB&Q railroad will be cancelled and abolished; there will be an attrition of a portion of BN Lake Superior Seniority District (former GN Sioux City Third); and new seniority districts and new seniority rosters will be established as follows:

(i) ILLINOIS-WISCONSIN SENIORITY DISTRICT: Chicago to Twin Cities and Creston but not including Creston or Twin Cities yards (except as provided in Implementing Agreement No. 1); Savanna southward through Galesburg, including Galesburg yard, to West Quincy (not including Quincy-West Quincy yard); Galesburg to Peoria; Yates City to Ipava; Burlington to Stockport via Fort Madison, including Fort Madison yard; and all branch lines. This District to include former CB&Q Chicago, Aurora, LaCrosse, Galesburg (except Quincy-West Quincy yard and Quincy-Hulls), East Ottumwa, West Ottumwa, and portion of East Hannibal Seniority Districts.

NOTE: Galesburg-Bushnell is joint with Missouri Seniority District.

(ii) MISSOURI SENIORITY DISTRICT: South ward Galesburg via Bushnell to Paducah and East St. Louis; westward Quincy to St. Joseph and Kansas City, not including St. Joseph or Kansas City yards; southward Burlington to East and North St. Louis; and all branch lines including Quincy-Mendon, Quincy-Hulls, Old Monroe-Mexico, Bushnell-Roseville and Rushville-Ipava, but excluding Fort Madison-Stockport and Birmingham-Kearney. This District to include former CB&Q St. Louis terminals, Beardstown, East Hannibal, West Hannibal and portion of Galesburg Seniority Districts.

NOTE: Includes the operation over the ICG Kansas City to Mexico, over B&O Shattuc to East St. Louis, and over foreign lines East St. Louis to Alton. Road territory Burlington-Fort Madison is joint with Illinois-Wisconsin

Seniority District. Road territory Kansas City-Birmingham is joint with Nebraska Seniority District.

(iii) NEBRASKA SENIORITY DISTRICT:

Eastward from Kansas City to Kearney via Birmingham. Westward from Creston and Kansas City to but not including Willmar or Watertown via Sioux City, to and including Denver, Lyons, Ravenna; St. Joseph-Corydon; and all other branch lines. This District to include former CB&Q Creston, St. Joseph, Omaha, Lincoln, Wymore, McCook, and portion of West Hannibal Seniority Districts, and Council Bluffs and Kansas City yards, and former GN Sioux City Third.

(iv) WYOMING SENIORITY DISTRICT:

Westward from Ravenna to but not including Laurel and Billings yards; Holdredge to Hereford; Brush to Laurel via Bridgeport and Casper, and all branch lines. This District includes former CB&Q Alliance, Sterling, Sheridan and Casper Seniority Districts.

NOTE: Road territory Fromberg-Laurel-Billings joint with Rocky Mountain, and Huntley-Billings-Laurel is joint with Montana-Dakota.

2. (a) Article 1(1) (i) of Implementing Agreement No. 1 will be changed to read:

(i) Lake Superior District Lines eastward from Huron, Willmar, Browns Valley, Aberdeen Line Jct., Barnesville, Wadena, Cass Lake and International Falls to Dayton's Bluff and Ashland. Wadena to Staples and Breckenridge to Aberdeen Line Jct. are joint with Minnesota District. Sioux Falls to Willmar will be joint with Nebraska District.

(b) "Sioux City-Ferry Zone" of Section 2 of Attachment B of Implementing Agreement No. 1 will be eliminated through due process of attrition.

(c) In the application of Article III of Implementing Agreement No. 1, the equity allocation of yard engine assignments and Order Selection List at Sioux City-Ferry Terminal will continue to apply as between merger-protected Omaha seniority district engineers, and Lake Superior seniority district engineers employed prior to 12:01 am., October 11, 1974. Yard engine assignments allocated to said Lake Superior seniority district engineers not taken by such engineers will be filled from the Nebraska seniority district. Yard engine assignments allocated to merger-protected Omaha seniority district engineers not taken by such engineers will be filled from the Nebraska seniority district.

(d) Article III of Implementing Agreement No.1 is amended to the extent that it

conflicts with this agreement. In addition, a record of extra engine shifts will no longer be kept for purposes of an equity recovery assignment as provided for in Sections 5(c) and 6 of said Article III.

3. (a) Certain areas of the new seniority districts established by this agreement shall be identified as "zones" of such new seniority districts, as shown in Attachment "A" and appended hereto. Said zones will be substituted for seniority districts and existing zones under the home zone arrangement in the application of seniority.

(b) All assignments to engineer service in the zones of the consolidated districts shall be made on basis of consolidated seniority, except as otherwise provided in this implementing agreement.

(c) Extra board engineers will protect all service in the zone to which assigned. Assignment and regulation of the extra boards in the respective zones will be on the basis of standing on the consolidated seniority district rosters as provided for in this Implementing Agreement No. 2 except where a consolidated extra board is established at a point common to more than one former seniority district, the number of positions on the extra list may be prorated among engineers from the former seniority districts involved based on number of jobs working on each former seniority district protected by such extra list, if agreed upon by the local chairmen involved.

(d) Extra boards at Galesburg, Lincoln and Alliance will be consolidated not later than February 1, 1975.

(e) In view of the attrition elements provided in this Implementing Agreement No. 2 involving two former seniority districts, until such time that the two local chairmen involved agree that it is the appropriate time to consolidate the extra boards at Sioux City and schedule rules governing, separate extra boards will be maintained there. The consolidation of extra boards will be effected not later than when all employees with seniority as of 12:01 a.m., October 11, 1974, working in the Sioux City Zone have elected to work on jobs other than the extra board. The separate extra boards will protect the same service as at present. In the event one extra board becomes exhausted it will first be supplemented by the senior demoted engineer from the pre existing seniority district involved working in the Sioux City Zone. If no such demoted engineer is available at Sioux City, then the exhausted extra board may be supplemented by an engineer from the other extra board.

(f) An employee with seniority as of 12:01 am., October 11, 1974, assigned to service in a zone which is outside the confines of his former seniority district will not be required to qualify on his own time.

4. (a) Pursuant to the provisions of Sections 1 and 3 of Article I of Implementing Agreement No. 1, it has been determined by the representatives and employees to consolidate seniority on basis of date of hire. This shall be accomplished as hereinafter provided.

(b) Employees who established seniority in engine service prior to 12:01 a.m., October 11, 1974, on former CB&Q seniority districts, and prior to 12:01 a.m. on March 3, 1970 on former GN Sioux City Third Seniority District, will be placed on the appropriate engineers' consolidated roster for the new district which encompasses the major portion of their pre-existing seniority district in accordance with their earliest seniority date in engine service on pre-existing roster. Pre-fixed symbols will denote their prior right engineer seniority districts and seniority rights. In the event two or more employees have the same seniority date, they will be ranked in accordance with their relative standing on their pre-existing seniority roster if they were on the same pre-existing roster, or, if they were not on the same pre-existing roster, they will be ranked in accordance with their date of birth with older employees standing ahead of younger employees. If two or more employees have the same birthday, then order will be determined by lot. Engine service employees who have not qualified for service as engineer will have an appropriate symbol shown before their name. When such engine service employee receives a certificate of qualification for promotion as engineer, the symbol will be removed.

NOTE: Former GN Sioux City Third employees will also retain their seniority as engineers on the Lake Superior Seniority District.

(c) If an employee has an earlier hiring date than another employee on his former seniority district but a later seniority date as engineer, such employee will retain his pre-existing relative ranking for the purpose of applying prior rights provisions of this agreement, and the roster shall so indicate.

(d) Employees establishing seniority in engine service after 12:01 a.m. on October 11, 1974 will be placed on the consolidated engineers' seniority roster with a date pursuant to schedule rules governing the craft of locomotive engineers. Employees entering engine service on Lake Superior Seniority District after 12:01 a.m. on October 11, 1974 will not secure any rights to service as engineers on territory of former GN Sioux City Third Seniority District which becomes a portion of Nebraska Seniority District, except territory between Willmar and Sioux Falls will be joint territory (Willmar Zone).

(e) A seniority roster for engineers on the consolidated engineers' seniority district will be issued on or before December 1, 1974. Thereafter, a corrected engineers' consolidated seniority district roster will be issued on May 1 and November 1 of each year.

(f) Employees will have the right to protest their relative standing on consolidated engineers' seniority district roster provided they do so in writing within 90 days after the issuance date of a current roster. Thereafter no protest will be entertained.

NOTE: Roster will also indicate prior rights of former Centerville Division engineers on that former seniority district as well as prior rights on former West Hannibal Seniority District.

(g) Since the seniority and prior rights established by this agreement rest on the last seniority rosters prepared and published, the Carrier and Organization will certify as correct one roster for each engineer's pre-existing seniority district for future reference purposes.

5. (a) Employees with seniority dates as engineers or an equity in promotion to engineer as of 12:01 a.m. on October 11, 1974 will retain prior rights to service as engineer for work opportunities that operate exclusively within their pre-existing seniority districts.

(b) Where road service is operated over trackage of more than one of the pre-existing seniority districts, but all within one new seniority district, the jobs will be prorated to engineers with prior rights based on miles operated over each pre-existing seniority district until prior rights men no longer place on such jobs.

(c) Engineers from former Galesburg Seniority District will retain prior rights to yard jobs at West Quincy-Quincy and road jobs Quincy-Hulls, but temporary vacancies will be protected by Missouri district engineers.

(d) Engineers from former West Hannibal Seniority District will retain prior rights to road switchers that operate out of North Kansas City to Kearney but temporary vacancies will be protected by Nebraska district engineers.

(e) Engineers from former East Hannibal Seniority District will retain prior rights to yard jobs at Fort Madison, but temporary vacancies will be protected by Illinois-Wisconsin district engineers.

(f) Engineers with seniority on Lake Superior Seniority District as of 12:01 a.m. on October 11, 1974 will retain prior rights on the former GN Sioux City Third District to the extent provided in Implementing Agreement No. 1 and Section 2 of this agreement. Temporary vacancies in Sioux City Zone will be protected as provided in Section 3(e) of this agreement.

(g) Vacation vacancies may be filled by senior engineer (prior rights prevailing) making written application therefor. Upon return of the regularly assigned engineer, the employee filling the vacation vacancy will return to his former position.

(h) The permanent bid system shall become effective, throughout the consolidated seniority districts created by this agreement, as shown in Attachment "B" hereto.

NOTE: The reference to prior rights insofar as former GN SiouxCity Third engineers are concerned is not intended to give them prior rights on former GN Sioux City Third territory over other Lake Superior Seniority District employees with seniority in engine service on Lake Superior Seniority District as of 12:01 a.m. on October 11, 1974.

6. Using his consolidated seniority roster position, an engineer may exercise seniority outside his pre-existing seniority district only by bid or displacement rights, subject to prior rights provided herein.

7. Existing interseniority district assignments that operate over two new seniority districts may be continued. Engineers with seniority on pre-existing seniority districts as of 12:01 a.m. on October 11, 1974 will be given preference to such jobs on basis of the pre-existing allocation subject to the following:

(a) The present interdivisional operation of one train each way each day between Galesburg and Hannibal may be continued with the understanding that on April 1 of each year one engineer's assignment on these trains will be bulletined to the Missouri Seniority District and the senior engineer with prior rights on the former East Hannibal Seniority District will be assigned for a period of 120 trips. If no bids are received from prior rights East Hannibal Seniority District engineers the job will be filled from Illinois-Wisconsin Seniority District engineers with prior rights former Galesburg Seniority District men given preference. When there are no longer any prior rights East Hannibal Seniority District engineers the territory Quincy to Hannibal will be joint with Missouri Seniority District and engineer jobs operating between Galesburg and Hannibal filled from Illinois-Wisconsin Seniority District.

(b) The present interdivisional operation between Denver and Sterling over Nebraska and Wyoming consolidated seniority districts may be continued.

8. Employees with a seniority date as of 12:01 a.m., October 11, 1974, will not be required to exercise seniority outside pre-existing seniority district on their extended seniority district at a point more than 35 miles from the yard or terminal (source of supply) where employed on October 11, 1974. This shall not affect the employee's present responsibility to exercise seniority on his pre-existing seniority district in pursuance of terms of this agreement.

9. In the consolidation of seniority districts and the establishment of zones provided for herein, there will be no restrictions on the rights of Burlington Northern in the routing of trains and traffic but pre-existing terminals for unassigned freight service shall be preserved unless changed by agreement or under procedures provided for by Sections 8 and 10 of the Agreement of June 29, 1965, or under Article VIII of the National Agreement of May 13, 1971, dealing with "Interdivisional, Interseniority District, Intradivisional and/or Intraseniority District Service," except that the Bridgeport Agreement of March 18, 1921 is hereby cancelled, and Agreement of even date effective December 1, 1974, will be substituted therefor.

* * *

Any pre-existing agreements that conflict with the terms hereof are hereby cancelled.

* * *

This agreement will become effective on December 1, 1974. Seniority standing on consolidated rosters will be determined as provided in this agreement.

Dated at St. Paul, Minnesota, this 11th day of October, 1974.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

/s/ R. C. Haas, General Chairman
W. M. Dunegan, General Chairman
R. A. Spengler, General Chairman

APPROVED:

/s/ L. S. Loomis, Vice President, BLE

FOR BURLINGTON NORTHERN INC.

/s/ I. C. DeButts, Vice President-Labor Relations

Attachment "A"

ZONES

Section 1. Zones

(a) For the purpose of this Agreement and the continued exercise of seniority in the consolidated districts prescribed in Section 1 of Implementing Agreement No. 2, consolidated district engineers, in line with the established principle of "Home Zone Rule," as modified by Implementing Agreement No. 2, will be governed by conditions prevailing within the zone which seniority or conditions of the service place them.

(b) Zones within the consolidated districts, and the territorial jurisdiction of their supply sources, shall be as follows:

Illinois-Wisconsin Seniority District

Chicago-Aurora Zone

Embraces all yard service at Chicago, Cicero, Eola, Aurora, Mendota, Rockford, Rock Falls-Sterling, Ottawa and Streator, and all road service headquartered out of Chicago, Cicero, Aurora-Eola, Mendota, Ottawa, LaSalle, Oregon, Rockford and Rochelle, for which Chicago-Aurora will be the source of supply on territory between Chicago and Savanna, including branch lines to West Chicago, West Batavia, Rockford and Mt. Morris; Aurora and Galesburg, including branches Earlville-Denrock, Denrock-Rock Island, Mendota-Savanna via Denrock, Earlville-Baker, and Aurora-Zearing via Streator. Former Chicago and Aurora Seniority Districts and portion of former Galesburg Seniority Districts.

LaCrosse Zone

Embraces all yard service at North LaCrosse-LaCrosse and the Twin Cities (per Article II, Implementing Agreement No. I), and all road service headquartered out of North LaCrosse and Winona, for which North LaCrosse will be the source of supply, on territory between Savanna and Twin Cities, including branches to Winona and Dubuque, Former LaCrosse

Seniority District.

Galesburg Zone

Embraces all yard service at Galesburg, Kewanee, Davenport-Rock Island-Moline-Barstow, Clinton and Peoria, and all road service head-quartered out of Galesburg, Monmouth, Yates City, Sterling, Canton, and Macomb, for which Galesburg will be the source of supply on territory between Galesburg and Chicago, including branches to Baker and Streator, Galesburg and Savanna, including branches to Alexis, Joy, Woodhull, Clinton, Garden Plain and Sterling; Galesburg to Hannibal via West Quincy; Galesburg and Ottumwa, including branch lines Burlington-Washington and Burlington-Fort Madison; and Galesburg and Peoria, including branch lines Elmwood-Buda, Yates City-Ipava, Lewistown-Fairview, Lewistown-Liverpool. Portions of former Galesburg, Aurora and East Ottumwa Seniority Districts.

NOTE: See paragraph 7(a) of Implementing Agreement No. 2.

Savanna Zone

Embraces all yard service at Savanna, Clinton and Sterling, and road service headquartered out of Savanna, East Dubuque, and Oregon, for which Savanna will be the source of supply on territory between Savanna and North LaCrosse including branch to Dubuque; Savanna and Galesburg including branches to Alexis, Joy, Woodhull, Clinton, Garden Plain and Sterling; and Savanna and Cicero, via either Oregon or Denrock, including branches Mt. Morris and Rockford. Portions of former LaCrosse, Aurora and Galesburg Seniority Districts.

NOTE: Any deadhead mileage payable between Savanna and Clinton will use most direct highway mileage.

Burlington Zone

Embraces all yard service at Burlington-West Burlington and Fort Madison and all road service headquartered out of Burlington and Fort Madison for which Burlington will be the source of supply on territory between Burlington and Ottumwa; Burlington and Galesburg; Burlington and Washington and Burlington-Stockport. Portions of former East Ottumwa and East Hannibal Seniority Districts.

Missouri Seniority District

Beardstown Zone

Embraces all yard service at Beardstown and all road service head-quartered out of Beardstown for which Beardstown will be the source of supply on territory between Beardstown and Galesburg, including branch lines Bushnell-Roseville, Ipava to Rushville, and Vermont Astoria; Beardstown and East St. Louis and North St. Louis; and Beardstown and Centralia. Former Beardstown Seniority District.

Centralia Zone

Embraces all yard service at Centralia and all road service headquartered out of Centralia, Herrin-Herrin Jct. and Waltonville, for which Centralia will be the source of supply on territory between Centralia and Beardstown; Centralia and Paducah with branch lines to Herrin, West Frankfort and Zeigler; and Shattuc and East St. Louis and North St. Louis via West Alton. Former Beardstown and portion of former East Hannibal Seniority Districts.

St. Louis Zone

Embraces all yard service at North St. Louis and East St. Louis and all road service headquartered out of North St. Louis or East St. Louis for which St. Louis will be the source of supply on territory between North St. Louis and East St. Louis via West Alton; North St. Louis or East St. Louis and Hannibal, and East St. Louis and Mexico. Former St. Louis terminals and portion of former East Hannibal and Beardstown Seniority Districts.

Hannibal Zone

Embraces all yard service at Hannibal, West Quincy-Quincy, and Keokuk, and all road service headquartered out of Hannibal, West Quincy, Keokuk and Centerville, for which Hannibal will be the source of supply on territory between Burlington and North St. Louis and East St. Louis via West Alton, including branch lines Quincy-Hulls, Quincy-Kirksville, Keokuk-Centerville, and Old Monroe-Mexico; and Hannibal and Brookfield. Former East Hannibal and portion of West Hannibal and Galesburg Seniority Districts.

NOTE: See paragraph 7 (a) of Implementing Agreement No. 2.

Ottumwa Zone

Embraces all yard service at Ottumwa, Chariton and Des Moines, and all road service headquartered out of Ottumwa, for which Ottumwa will be the source of supply on territory between Ottumwa and Galesburg; and Ottumwa and Creston, including branch lines Albia-Des Moines and Des Moines-Talmage Jct. (C&NW). Former West Ottumwa Seniority District.

Brookfield Zone

Embraces all yard service at Brookfield and all road service head-quartered out of Brookfield, for which Brookfield will be the source of supply on territory between Brookfield and West Quincy and Hannibal; Brookfield and St. Joseph, including branch line Laclede-Unionville; and Brookfield and Kansas City, including branch line Cotter-Carrollton; and Kansas City-Mexico. Former West Hannibal Seniority District.

Nebraska Seniority District

Creston Zone

Embraces all yard service at Creston and Red Oak and all road service headquartered out of Creston, for which Creston will be the source of supply on territory between Creston and Lincoln via Council Bluffs Omaha or Louisville, including branch lines Creston-Cumberland, Creston-Barnard, Merle Jct.-Clearfield, Villisca-Clarinda, Red Oak-Farragut, Red Oak-Griswold, Hastings-Henderson, Hastings-Randolph and Pappio-South Omaha. Former

Creston and portion of former Omaha Seniority Districts.

North Kansas City Zone

Embraces all yard service at Kansas City-North Kansas City and all road service headquartered out of Kansas City-North Kansas City and Leavenworth, for which North Kansas City will be the source of supply on territory between Kansas City and Omaha via Council Bluffs or Oreapolis; Kansas City and Lincoln via Table Rock; and North Kansas City and Kearney; including branch lines. Former Kansas City terminal and portions of former St. Joseph, West Hannibal, Omaha, Creston and Wymore Seniority Districts.

St. Joseph Zone

Embraces all yard service at St. Joseph and all road service head-quartered out of St. Joseph and Atchison, for which St. Joseph will be the source of supply on territory between St. Joseph and Kansas City with branch lines to Armour-Atchison, and East Leavenworth-Leavenworth; St. Joseph and Corydon with branch lines Giles-Mt. Ayrand Albany Jct.-Grant City; St. Joseph and Omaha via Council Bluffs or Oreapolis, including branch lines Bigelow-Skidmore, Corning-Westboro and Payne-Nebraska City; and St. Joseph and Lincoln via Table Rock or Nebraska City. Former St. Joseph and portions of former Wymore, Creston and Omaha Seniority Districts.

Omaha Zone

Embraces all yard service at Omaha, South Omaha, Council Bluffs, and Pacific Junction, and all road service headquartered out of Omaha-Gibson, South Omaha and Pacific Jct., for which Omaha will be the source of supply on territory between Council Bluffs and Lincoln via Omaha or Pacific Jct., Pacific Jct. and Kansas City, including branch lines South Omaha-Pappio, Omaha-Oreapolis, Ashland-Prague and Payne-Nebraska City. Portions of former Omaha, Creston and St. Joseph Seniority Districts and Council Bluffs yard.

Sioux City Zone

Embraces yard service at Sioux Falls and Sioux City, and road service headquartered out of Sioux City, for which Sioux City will be the source of supply on territory between Sioux City and Willmar; Sioux City and Watertown; Yankton and Willmar; Yankton and Watertown; Sioux City and Lincoln; Sioux City and Pacific Jet, via Louisville, South Omaha, Omaha or Council Bluffs, including branch line Laketon-O'Neill. Portions of former CB&Q Omaha and Creston Seniority Districts and former GN Sioux City Third Seniority District.

Lincoln Zone

Embraces all yard service at Lincoln and Havelock and all road service headquartered out of Lincoln, Crete, Fairmont, Fremont, Nebraska City and Ashland, for which Lincoln will be the source of supply on territory between Lincoln and Creston via Omaha, Council Bluffs or Louisville, including branch lines South Omaha-Pappio, and Omaha-Oreapolis; Lincoln and Sioux City, including branch line Ashland-Prague; Lincoln and Payne, including branch line Nebraska City- Shubert; Lincoln and St. Joseph via Table Rock, including branch line Tecumseh-Auburn; Lincoln and Wymore; Lincoln and Ravenna, including branch lines Seward-Columbus, York-Benedict, York-McCool Jct., Aurora-Burwell and Palmer-Sargent; Lincoln and Hastings, including branch lines Hastings-Aurora, Sutton-Lushton, Sutton-Clay

Center, Fairmont-Strang-Hebron, and Fairmont-Tobias-Daykin. Former Lincoln and portions of former Omaha, Creston, Wymore and St. Joseph Seniority Districts.

Wymore Zone

Embraces all road service headquartered out of Wymore and Superior for which Wymore will be the source of supply, on territory between Wymore and Kansas City; Wymore and Lincoln via Crete; Wymore and Lincoln via Table Rock, including branch line Tecumseh-Auburn; Wymore and Concordia; Wymore and Red Cloud, Wymore and Hildreth via DeWitt, including branch lines between Fairmont and Daykin, Fairmont and Strang-Hebron, and Edgar-Nelson. Portions of former Wymore and St. Joseph Seniority Districts.

Hastings Zone

Embraces all yard service at Hastings and all road service headquartered out of Hastings, Aurora, Grand Island and Superior, for which Hastings will be the source of supply, on territory between Hastings and Burwell; Palmer and Sargent; Hastings and Lincoln, including branch lines Sutton-Clay Center, Sutton-Lushton. Fairmont-Strang-Hebron, and Fairmont-Daykin; Hastings and Red Cloud, including branch lines Blue Hill to Hildreth and Ayr Jct. to Huntley; Hastings and McCook, including branch line Kenesaw-Kearney. Portions of former Lincoln, McCook and Wymore Seniority Districts.

McCook Zone

Embraces all yard service at McCook and road service headquartered out of McCook, Oxford and Cedar Bluffs, for which McCook will be the source of supply on territory between McCook and Hastings; Oxford Jct. and Hastings via Lester; Orleans and Oberlin; Orleans and St. Francis; McCook and Denver, including branch line Culbertson-Imperial. Former McCook Seniority District.

Denver Zone

Embraces all yard service at Denver and includes road service headquartered out of Denver and Brush, for which Denver will be the source of supply on territory between Denver and McCook, including branch lines Culbertson-Imperial; Denver and Lyons; and Brush and Sterling. Former McCook and portion of former Sterling Seniority Districts.

NOTE: See paragraph 7 (b) of Implementing Agreement No. 2.

Wyoming Seniority District

Sterling Zone

Embraces all yard service at Sterling and all road service headquartered out of Sterling, Curtis and Holdrege, for which Sterling will be the source of supply on territory between Sterling and Denver; Sterling and Hereford, Sterling and Holdrege; Sterling and Alliance; and Sterling and Guernsey, including beet spurs. Former Sterling and portion of former McCook Seniority Districts.

NOTE: See paragraph 7 (b) of Implementing Agreement No. 2.

Alliance Zone

Embraces all yard service at Alliance and all road service headquartered out of Alliance, Ravenna, Bayard and Scottsbluff, for which Alliance will be the source of supply on territory between Alliance and Ravenna; Alliance and Sterling; Northport and Guernsey, including beet spurs; Alliance and Edgemont. Portions of former Alliance and Sterling Seniority Districts.

Edgemont Zone

Embraces all yard service at Edgemont and all road service head-quartered out of Edgemont, Newcastle, Hill City and Deadwood for which Edgemont will be the source of supply, on territory between Edgemont and Alliance; Edgemont and Gillette, Edgemont and Deadwood, including branch lines Minnekahta-Hot Springs, Hill City-Keystone, Englewood-Reno and Kirk-Lead. Portions of former Alliance and Sheridan Seniority Districts.

Sheridan Zone

Embraces all yard service at Sheridan and all road service headquartered out of Sheridan and Hardin, for which Sheridan will be the source of supply on territory between Sheridan and Gillette; Sheridan and Laurel; and all branch lines. Portion of former Sheridan Seniority District.

Casper Zone

Embraces all yard service at Casper and Guernsey, for which Casper will be the source of supply, and all road service headquartered out of Casper on territory between Casper and Guernsey; and Casper and Greybull. Portions of former Casper and Sterling Seniority Districts.

Greybull Zone

Embraces all yard service at Greybull and all road service headquartered out of Greybull and Cody, for which Greybull will be the source of supply on territory between Greybull and Casper; Greybull and Billings, including branch line Frannie-Cody. Portion of former Casper Seniority District.

Section 2. General

(a) The Questions and Answers Nos. 57 through 70 of Implementing Agreement No. 1 will be applicable where relevant and consistent with the provisions of this agreement, in connection with the above-described zones.

(b) If road jobs are headquartered at other outlying points than those specifically referred to herein, they shall be protected from the nearest source of supply for the appropriate new seniority district.

(c) It is recognized that the establishment of zones is not a requirement that crew assignments in either assigned or unassigned service will be confined to single zones.

(d) At outside terminals within a zone (such as Council Bluffs, which is in Omaha Zone, and West Quincy-Quincy, which is in the Hannibal Zone), if there are available demoted engineers working at such terminals they will be used for temporary vacancies as engineers thereat. They will stand for regular assignment as engineers within their zone for unfilled permanent vacancies.

(e) When there is a vacancy to be filled from the extra board and there are no engineers available in that zone to fill it in accordance with existing agreements, it will be filled from the source of supply nearest the point of vacancy located on the same consolidated seniority district (determined by highway mileage unless Local Chairman and Superintendent involved agree otherwise), provided that extra or emergency engineers are available there under the rules. If not relieved sooner by regular engineer, an engineer forced to another zone to fill a vacancy under this provision will be released as soon as an extra or emergency engineer in that zone becomes available to fill the vacancy. Upon request the forced engineer will be released after seven days or at the completion of duty preceding the first off day of the assignment, whichever occurs first. Engineers required to fill vacancies in another zone under this paragraph will be compensated for deadheads to and from such vacancies.

(f) Permanent vacancies for engineers at outside points, which are not bid in or shown on permanent bid, will be filled in the following order:

First: By the senior demoted engineer working at that point.

Second: By the junior demoted engineer with prior rights working in the zone.

Third: By the junior demoted engineer with prior rights working in another zone.

Fourth: By the senior demoted engineer in the zone, subject to Section 8 of this Implementing Agreement No. 2.

Fifth: By the junior demoted engineer hired subsequent to the date of this agreement working in an adjacent zone at the nearest location to the point where vacancy exists.

Attachment "B"

1. Except for yard engineer assignments at Chicago and Kansas City terminals, on the first of the month following the effective date of this agreement, the permanent bid system will be placed in effect for all engineers in the consolidated seniority districts created by Implementing Agreement No. 2.

2. In each of the consolidated seniority districts, each B.L.E. local chairman will be furnished a list of all road and yard assignments working throughout each consolidated district, describing and numbering each assignment, in addition to a list being posted on all bulletin boards at points where engineers are required to go on and off duty.

3. Immediately after list is posted, each engineer will file, separately, a Bid Card with the Road Foreman of Engines for each zone in which he may desire to perform service, showing the order in which he prefers yard assignments, pool turn, regularly assigned freight service, and regularly assigned passenger service, described in the initial list for a particular zone, and such Bid Card(s) will be used in filling permanent vacancies in zones subsequent to the effective date of this Attachment "B". Only new runs and assignments will be advertised.

4. New runs in road and yard service will be advertised on the bulletin boards for the entire consolidated seniority district for a period of seven (7) days. Engineers desiring new assignments will make out a new permanent bid, with new assignments shown as choices, 48 hours before the expiration of the bulletin. All vacancies created thereby will be filled at the same time from engineer Bid Cards in seniority order.

5. A turn added to the pool or extra board will not be considered a new assignment, and it will be assigned to the senior engineer showing preference for it on his permanent bid; this will not permit an engineer to change from one turn to another in same pool, except where permitted under a local agreement.

6. Engineers will be privileged to change their Bid Cards at any time but they will not become effective until expiration of 48 hours from time filed.

7. An engineer absent on account of sickness, temporary disability, suspension, vacation, or leave of absence when a new run is advertised will be permitted to take such run immediately upon return to duty if his seniority entitles him to it.

8. Should a new run be advertised and no application is received, said run shall be filled in accordance with the provisions of Attachment "A"—Zones—of Implementing Agreement No. 2.

9. In event an engineer is displaced from a run or assignment by a senior engineer in accordance with schedule rules and agreements, crew dispatching forces will use the displaced engineer's Bid Card on file at that zone when placing him on another run or assignment.

10. If the displaced engineer's Bid Card indicates that his first choice is to be placed on a run or assignment in another zone, crew dispatching forces from the zone in which the engineer was displaced will contact the crew dispatching forces in the zone in which the displaced engineer desires to place himself and advise crew dispatching force for that zone of the change; thereafter, the displaced engineer will be placed on the run or assignment of his choice in the other zone.