

AGREEMENT

between

Elgin, Joliet & Eastern Railway Company

and

Brotherhood of Locomotive Engineers

In settlement of the carrier's notice dated August 29, 2001 to extend the switching limits at Kirk Yard to Van Loon, it is agreed:

1. The carrier may use Kirk Yard crews outside existing switching limits to handle interchange movements originating or terminating east of Cavanaugh, to and from the foreign line connection at Van Loon, without additional compensation and without penalty payments to any other road or yard crews, provided, however, that so long as there are engineers in active service senior to H. D. Gottwald, the following two conditions must exist:
 - (i) all such engineers must be able to hold a regular run or pool assignment; and
 - (ii) there must be at least two pools assigned at Kirk Yard.

It is understood that once all engineers senior to H. D. Gottwald have attrited, there will be no conditions attached to the carrier's right to use Kirk Yard crews to handle interchange movements to and from Van Loon.

2. There will be no claims by or on behalf of any employee working in road or yard service on account of the carrier's using Kirk Yard crews to handle interchange movements to and from Van Loon, provided that so long as engineers senior to H. D. Gottwald remain in active service, the two conditions exist whenever Kirk Yard crews are so used.
3. This agreement does not change or extend the existing switching limits at Kirk Yard, nor the 50-mile radius established by Arbitration Board No. 502 for road switchers.

4. There will be no change in the present method of adjusting the number of pool assignments at either terminal.
5. This agreement does not permit the carrier to use Kirk Yard crews to handle interchange movements between Van Loon and foreign line connections west of Van Loon, such as Griffith.

D. L. Hall, General Chairman

A. L. Reichle, Director Labor Relations

R. Jackman, Local Chairman
February __, 2002