

## AGREEMENT

between

**ELGIN, JOLIET AND EASTERN RAILWAY COMPANY**

and

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

In settlement of the carrier's notice dated October 7, 2002 to extend the switching limits at Kirk Yard to Whiting, it is agreed:

1. Notwithstanding Award No. 1 of Public Law Board No. 6484, the carrier may use Kirk Yard crews outside existing switching limits to perform service to customers on the Whiting Branch and handle cars between Kirk Yard and Whiting Yard, 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, (hereinafter referred to as "prior rights" engineers), the following three conditions must exist:
  - (i) all "prior rights" engineers must be able to hold a regular run or pool assignment;
  - (ii) there must be at least two pools assigned at Kirk Yard; and
  - (iii) there must be two road switcher assignments which regularly perform service on the Whiting Branch, such as the assignments currently designated as WSW-1 and KSW-2. It is understood that the carrier may use a Kirk Yard crew to perform service on the Whiting Branch on any day the regular road switcher assignments work, or on a rest day of either assignment, but not on a day on which either road switcher is annulled.

Once all "prior rights" engineers have attrited, there will be no conditions attached to the carrier's right to use Kirk Yard crews to perform service on the Whiting Branch as previously described.

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 perform service as described in Item 1, provided that so long as "prior rights" engineers

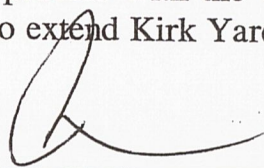
remain in active service, the three conditions exist whenever Kirk Yard crews are so used.

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.

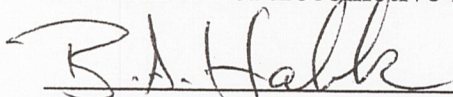
This agreement may be implemented by the carrier on ten (10) days' written notice to the organization after the carrier has reached agreement on this same matter with the UTU (C) and (T), or completed the arbitration process with the UTU(C) and (T) and received an award granting the carrier the right to extend Kirk Yard switching limits.



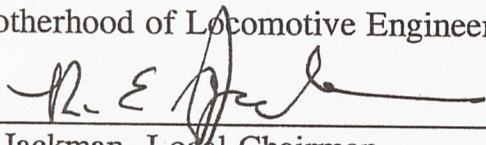
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D. L. Hall, General Chairman  
Brotherhood of Locomotive Engineers



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J. F. Ingham, Sr. Director Labor Relations  
Elgin, Joliet & Eastern Railway Co.



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B. Hobbs, Local Chairman  
Brotherhood of Locomotive Engineers



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R. Jackman, Local Chairman  
Brotherhood of Locomotive Engineers

Date: February 18, 2003

*Pending ratification of membership D. L. H.*

# ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

1141 Maple Road · Joliet, IL 60432-1981

◀ SAFETY FIRST ▶

J. F. INGHAM  
SENIOR DIRECTOR LABOR RELATIONS  
815-740-6915 815-740-6911 (fax)

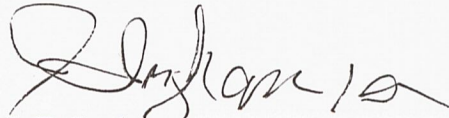
March 17, 2003  
FILE: 111-431-420

Mr. D. L. Hall, General Chairman  
Brotherhood of Locomotive Engineers  
2241 Jackson Street  
Portage, IN 46368-2353

Dear Mr. Hall:

On February 18, 2003 your officers signed the agreement extending the switching limits at Kirk Yard to Whiting, pending ratification of your membership. Accordingly, this is to confirm your conversation with David Niesen of my staff on March 13, 2003; wherein you advised him of your membership's approval.

Respectfully,



J. F. Ingham  
Senior Director Labor Relations