

IMPLEMENTING AGREEMENT NO. 7
Between
BURLINGTON NORTHER INC.
And
UNITED TRANSPORTATION UNION-C-T

1. In pursuance of Section 8 of the Agreements for Protection of Employees dated December 14, 1965 and January 10, 1968, as amended, it is agreed that all pre-existing seniority districts specified in existing collective agreements between the parties signatory 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 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 yard 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-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 and West Ottumwa and portion East Hannibal Seniority Districts.

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

(ii) **Missouri Seniority District:**

Southward 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 Kansas City-Kearney, Quincy-Mendon, Quincy-Hulls, Old Monroe-Mexico, Vermont-Astoria, Bushnell-Roseville, and Rushville-Ipava, but excluding Fort Madison-Stockport. This District to include former CB&Q Beardstown, East Hannibal, West Hannibal, and portion of Galesburg Seniority Districts.

NOTE: Includes operation over ICG Kansas City to Mexico, over BO 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.

(iii) **Nebraska Seniority District:**

Westward from Creston and Kansas City to but not including Sioux City yard (except as provided in Implementing Agreement No. 1); 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 and McCook Seniority Districts. (Includes former Kansas City Terminal Seniority District.)

(iv) **Wyoming Seniority District:**

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

2. All assignments to service in a consolidated district shall be made on basis of consolidated seniority governing that district, except as otherwise provided in this implementing agreement, such as prior rights provisions.

3. (a) New seniority rosters for the new seniority districts shall be prepared on a dovetailed basis using seniority dates as yardmen, trainmen and conductors for each respective roster. Employees will be placed on appropriate consolidated roster for the new district which encompasses the major portion of their pre-existing seniority district.

(b) Seniority rosters will have a symbol designating pre-existing prior right seniority districts and pre-existing yards for yardmen and trainmen-yardmen with prior rights to yard service at certain yards under existing agreements.

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

(c) Where yardmen, trainmen-yardmen, and switchtenders have several seniority dates for different yards on a pre-existing seniority district under agreements extending seniority between road trainmen and yardmen, the consolidated yardmen roster will show

their earliest yardman seniority dates for exercise of seniority in yard service on the consolidated seniority district. However, the present seniority dates will govern in exercising seniority on the employees' pre-existing seniority district. The roster will also show prior rights and extended rights in yards within their pre-existing seniority district, and such employees will not be required to exercise seniority off pre-existing seniority districts.

(d) Trainmen-yardmen with seniority as such on the date of this agreement will stand for promotion on their pre-existing seniority districts and when promoted will be added on the consolidated seniority roster for conductors with a symbol showing their pre-existing seniority district. Such employees will not be required to protect their conductor seniority off their pre-existing seniority district.

(e) Subsequent to the date of this agreement, new employees will be placed on the consolidated seniority rosters with a seniority date pursuant to provisions of schedule rules governing each craft. Yardmen, trainmen and switchtenders will have a common seniority date for all of these classes of service.

(f) Employees with identical seniority dates will be placed on the consolidated roster in the following manner:

- (1) The relative position on pre-existing seniority rosters will not be disturbed.
- (2) If there is only one employee on each of the pre-existing rosters with the same date, they shall rank on the consolidated roster in order of their attained age, the oldest ranking first.
- (3) If only one employee on a preexisting roster has the same date as two or more employees on other rosters involved in the consolidation, his name will be placed next behind the employee with the same date older than him in attained age, and closest to his own attained age.
- (4) If more than one employee has the same seniority date on several pre-existing rosters involved in a consolidation, all such groups of employees will be dovetailed

on the consolidated roster. One name will be taken from each pre-existing group of employees with identical dates in seniority order, and placed in rotation on the consolidated roster. The order of each group will be determined by the attained age of the senior man in each group, the oldest coming first.

- (5) If the ranking of employees with identical seniority dates cannot be resolved by any of the procedures outlined above, such ranking will be determined by lot.

- (g) Employees will have the right to protest their relative standing on the consolidated seniority district provided they do so in writing within 90 days after the posting of a current roster. Thereafter, no protest will be entertained. Where an employee is not in an active working status at time of posting of the roster the 90 day period will date from the time the next roster is posted following his return to active service.

- (h) Since the seniority and prior rights granted under this agreement rest on the seniority dates of employees having established seniority as date of this agreement, the Carrier and Organization will certify as correct one roster for each craft for each pre-existing seniority district for future reference purposes.

4. (a) All employees with seniority dates as of the date of this agreement will retain prior rights and obligations to service in their craft for work opportunities that operate exclusively within their pre-existing seniority districts. Trainmen and trainmen-yardmen with seniority dates as of the date of this agreement who are promoted to conductor subsequent to the date of this agreement will retain prior rights and obligations to conductor service on their pre-existing seniority districts. All employees described above will not be required to work off their pre-existing seniority districts unless otherwise provided in this section. Where road service operated over trackage of more than one of the pre-existing seniority districts as of date of this agreement, but all within one new seniority district, the jobs will be filled as such jobs were filled prior to date of this agreement until prior rights men no longer place on such jobs.

- (b) Existing interseniority district assignments that operate

over two new seniority districts may be continued. Employees with seniority on pre-existing seniority districts as of date of this agreement will be given preference to such jobs.

(c) Employees with prior rights to road train and/or yard (including switchtenders) service under pre-existing seniority extension agreements will retain such prior rights.

(d) Employees from former Galesburg Seniority District will retain prior rights to yard jobs at West Quincy-Quincy and Quincy-Hulls road jobs.

(e) Employees from former East Hannibal Seniority District will retain prior rights to yard jobs at Fort Madison.

5. An employee may exercise seniority outside his pre-existing seniority district by placing on an open job not filled by an employee with prior seniority district rights, by bidding on a job not bid in by an employee with prior seniority district rights, or displacing a junior employee without prior seniority districts rights, subject to schedule rules in effect on date of this agreement.

6. An employee exercising seniority outside his pre-existing seniority district will be confined to an exercise of seniority rights behind employees with prior rights in such district, an on basis of seniority ranking on the consolidated roster.

7. The following provisions will apply in lieu of provisions in any existing agreements dealing with voluntary movement between road train and yard service:

(a) A road trainmen holding a road job or extra list protecting road service may voluntarily relinquish same and exercise seniority in yard service at 12:01 a.m. on a Monday. He will then be required to remain in yard service for a period of at least twenty-eight (28) days unless as a result of displacement he can no longer hold a regular assignment in yard service or the extra list protecting yard service.

(b) A yardman holding a regular assignment in yard service or extra list protecting yard service may voluntarily relinquish same and place in road service before performing service on the first day of his assigned workweek in yard services. He will then be required to

remain in road service for a period of at least twenty-eight (28) days unless as a result of displacement he can no longer hold a job in road service or the extra list protecting road service. In placing in road service, he may place on a so-called open turn, displacement of the junior trainman in the pool, or on the extra list. If the two junior trainmen are on the same pool turn, he may displace either men.

(c) A qualified yard foremen assigned as such will not be permitted to leave the yard unless there is available at that point a junior qualified replacement (other than a prior rights road trainman working as such) working in road or yard service. If no qualified foreman working at that point the junior qualified foreman working at the nearest point hired subsequent to the date of this agreement will be required to take the yard foreman job to permit the senior employee to enter road service.

8. A yardman in one yard may voluntarily exercise seniority in another yard on permanent vacancies not taken by a senior or prior right yardman, or in the event of displacement from a permanent position, he may exercise seniority on a position held by a junior yardman or by a junior prior rights yardmen.

9. Where separate extra lists are maintained as of the effective date of this agreement for road trainman and yardman service, they shall continue to be maintained. Where one board is exhausted and there are men on the other board at the same point, then the exhausted board will be augmented by the other board, except at points where local agreements provide otherwise. Where there are two boards at a particular point and there is no employee on either board with a seniority date as of date of this agreement, consideration will be given to the establishment of a common extra board at such point.

10. Trainmen-yardmen with a seniority date as of the date of this agreement will not be required to exercise seniority outside their pre-existing seniority district. This shall not affect the employee's present responsibility to exercise seniority on his pre-existing seniority district, pursuant to the application of agreements in effect on date of this agreement.

11. (a) For the application of "ebb and flow" between conductor and trainman service, and for other exercises of seniority

provided for in this agreement, the sub-districts and the territorial jurisdiction of their supply sources shall be as set forth in Attachment A hereto. **Such sub-districts will not affect prior rights and obligations of employees provided for in Paragraph 4 of this agreement, including the “ebb and flow” in former Rule 72(c) zones for employees with seniority dates prior to the date of this agreement.** Where no zones are shown under a sub-district, then the “ebb and flow” shall apply to the territory of the sub-district.

(b) Where a sub-district or zone within a sub-district encompasses jobs that work in more than one pre-existing seniority district, - then in the application of schedule Rule 72(c), employees with prior rights will only be required to protect their conductor’s seniority on jobs working exclusively on their pre-existing seniority district and/or protected by them from their pre-existing seniority district.

(c) It is recognized that more than one extra list for each conductors, trainmen and yardmen or joint trainmen-yardmen may be continued within each sub-district under agreements in effect on date of this agreement. If a common extra board protecting trainmen and yardmen service is established at a point where a common board does not now exist, the parties will enter into an agreement for a guaranteed extra list at such point. Present extra boards may continue to be maintained at other than the source of supply shown for each sub-district.

(d) At points common to more than one pre-existing seniority district where road extra boards are maintained, they will only protect service on pre-existing seniority district. If one of the extra boards is exhausted and no prior rights men are available under terms of existing local agreements (including arrangements where an employee may be moved off this turn to protect the extra work), then the senior first-out, rested, extra-board trainman will be called. When all men working on road extra boards for one craft at a common point are men hired subsequent to the date of this agreement, then the extra boards will be consolidated.

(e) An employee hired subsequent to the date of this agreement will be required to protect his seniority at all points

within the sub-district in which he elects to work in pursuance of agreements in effect on the date of this agreement.

(f) An employee hired subsequent to the date of this agreement laid off in force reduction may displace a junior employee outside the sub-district in which he elects to work if he desires to do so. He may also be recalled for service at points outside his sub-district when additional men are to be employed. When notified of such available employment he will be required to report for service within fifteen days and failing to so report he will forfeit his right to displace junior employees in that sub-district until he responds to further recall in that sub-district.

(g) An employee hired subsequent to the date of this agreement who is laid off account reduction in force and is unable to displace a junior employee in his sub-district may be required to exercise seniority in a contiguous or overlapping sub-district in his seniority district, but only if it would otherwise require the employment of a new employee. If required to thus protect his seniority outside the boundaries of the sub-district in which laid off, he will receive free transportation for his household goods. Such employee must make necessary arrangement with his supervisor in advance of the move. In addition, he will be allowed lodging and meal expenses for himself and his family in moving their residence not to exceed three (3) days. An employee required to move to another sub-district under this paragraph may return to the sub-district from which he moved when forces are increased there.

(h) In the application of Schedule Rule 72(c) of the conductors' and trainmen's agreements in effect on date of this agreement, if there are no prior rights conductors, **an employee hired subsequent to the date of this agreement** will not be required to protect his conductor's seniority outside the sub-district in which he elects to work, except if a permanent vacancy occurs in a sub-district in which there is no demoted conductor working in that sub-district. In such event, the oldest demoted conductor hired subsequent to the date of this agreement and working out of the nearest source of supply in another sub-district will be assigned.

(i) It is recognized that the establishment of the subdistricts and their descriptions is not a requirement that crew

assignments in either assigned or unassigned service will be confined to single sub-districts. However, if new runs are set up, other than adding a turnaround side trip on a branch line, to operate over what were two or more seniority districts immediately prior to the effective date of this agreement, the provisions of Article XII of the National Agreement of January 27, 1972 and the Memorandum of Agreement which became effective June 15, 1972 shall apply.

(j) It is also recognized that sub-districts are established to provide that the supply source nearest the originating or relief point of any particular run or yard job may be used to fill vacancies thereon, as well as to protect any extra service that is originated closest to it. If road jobs are headquartered at other outlying points than those specifically referred to herein, they may be protected from the nearest source of supply for the appropriate new seniority district. However, in the case of permanent vacancies for which bids are received, employees with **prior rights** will be obligated to protect such work rather than working in a lower classification (conductor working as a brakeman) or on the trainmen's or yardmen's extra list. In the case of temporary vacancies so long as there are conductors with **prior rights** but working as trainmen in the pre-existing seniority district, they will be obligated to fill such vacancies pursuant to pre-existing zoning arrangement under Rule 72(c). In the case of temporary trainmen's vacancies, so long as there are trainmen with **prior rights**, working on the trainmen's extra list that protected such work prior to the effective date of the agreement, they will be obligated to fill such vacancies.

(k) Where "Subsidiary" Districts are show in Attachment A, it is the intent that source of supply at said point will be used to protect work in such district; if no conductor is available, then work will be protected by the source of supply for the Sub-District of which the Subsidiary District is a part, subject to prior rights provisions of this agreement.

12. In the consolidation of seniority districts there will be no restriction 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 under Article XII of the National Agree-

ment of January 27, 1972, dealing with “Interdivisional Service.”

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

This agreement will become effective on September 1, 1975. Pre-existing seniority rights are confined to employees hired on or prior to the date this agreement is signed.

Dated at St.Paul, Minnesota, this 13th day of June, 1975.

For UNITED TRANSPORTATION UNION:

/s/ G.C. McCoy

General Chairman – C-T

/s/ F. L. Spillers

Associate Chairman – C-T

For BURLINGTON NORTHERN INC.:

/s/ T. C. DeButts

Vice President-Labor Relations

SUB-DISTRICTS

The description of "Sub-Districts", "Subsidiary Sub-Districts" and "Zones" contained herein shall not be construed to negate the prior rights and obligations set forth in Paragraphs 4 and 11 of the Agreement of which this Attachment A is a part.

ILLINOIS-WISCONSIN SENIORITY DISTRICT

CHICAGO-AURORA SUB-DISTRICT

Embraces all yard service at Chicago, Cicero, Eola, Aurora, Mendota, Rockford, Ottawa, and Streator, and all road service headquartered out of Chicago, Cicero, Aurora-Eola, Mendota, Ottawa, LaSalle, Rockford, Oregon and Rochelle, for which Chicago-Aurora will be the source of supply on territory between Chicago and Savanna, including branches 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 District.

Aurora Zone

All passenger and freight assignments headquartered at Chicago, Aurora and Mendota and east. Including Aurora-Savanna line and all branch lines Mendota and east.

LACROSSE SUB-DISTRICT

Embraces all yard service at North LaCrosse-LaCrosse and the Twin Cities (per Article II, Implementing Agreement No.1), 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.

North LaCrosse Zone

All assignments except Dubque Road Switcher and Winona-East Winona Road Switcher.

Winona Zone

Winona-East Winona Road Switcher

GALESBURG SUB-DISTRICT

Embraces all yard services at Galesburg, Kewanee, Davenport-Rock Island-Moline-Barstow, Clinton and Peoria, and all road service headquartered out of Galesburg, Monmouth, Sterling, Yates City, 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 and 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.

Galesburg Zone

Assignments working out of Galesburg. Assignments headquartered between Galesburg and Mendota. Road Switcher at Monmouth.

Clinton, Rock Island and Barstow Zone

All road assignments out of Clinton, Rock Island or Barstow that do not operate into Galesburg.

Fulton County Zone

All assignments operating out of the Lewistown, Canton, Yates City-Peoria area.

Macomb Zone

Macomb-Bushnell Road Switcher.

All assignments headquartered at Macomb.

Sterling Zone

All assignments operating out of Sterling.

BURLINGTON SUBSIDIARY DISTRICT

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 (or Galesburg) will be

the source of supply on territory between Burlington and Ottumwa; Burlington and Galesburg; Burlington and Washington; and Burlington-Stockport and interdivisional passenger between Burlington and Chicago and Burlington and Lincoln. Portions of former East Ottumwa and East Hannibal Seniority Districts.

Burlington Zone

Assignments working out of Burlington

Fort Madison Zone

Fort Madison-Stockport line.

SAVANNA SUBSIDIARY DISTRICT

Embraces all yard service at Savanna, Clinton, Rock Falls, and Sterling, and road service headquartered out of Savanna and East Dubuque, for which Savanna (or Galesburg) will be the source of supply on territory between Savanna and North LaCrosse, including branch to Dubuque; Savanna and Galesburg; and Savanna and Cicero, via either Oregon or Denrock, including branches to 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. When prior rights Aurora seniority men are on extra board at Aurora, they will have preferences to extra work at Rock Falls and Sterling yards ahead of men from Savanna extra list.

Dubuque Zone

Dubuque Road Switcher.

OTTUMWA SUB-DISTRICT

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 line Albia-Des Moines, and Des Moines-Talmage Jct. (C&NW). Former west Ottumwa Seniority District.

MISSOURI SENIORITY DISTRICT

BEARDSTOWN SUB-DISTRICT

Embraces all yard service at Beardstown and all road service headquartered 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.

Beardstown Zone

Assignments operating out of Beardstown.

CENTRALIA SUB-DISTRICT

Embraces all yard services 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 former East Hannibal Seniority Districts.

Centralia Zone

Assignments operating out of Centralia.

Herrin Zone

Herrin Jct. – Metropolis Road Switcher.

ST. LOUIS SUBSIDIARY DISTRICT

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 (or Centralia) 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; East St. Louis and Beardstown; and East St. Louis and Mexico. Former St. Louis terminals and portion of former East Hannibal and Beardstown Seniority Districts.

NOTE: Prior rights E. Hannibal seniority employees will have prior rights to road vacancies out of N. St. Louis and E. St. Louis.

HANNIBAL SUB-DISTRICT

Embraces all yard service at Hannibal and all road service headquartered out of Hannibal, for which Hannibal will be the source of supply on territory between Burlington and North St. Louis and East St. Louis via West Alton, and Hannibal and Brookfield, including branch lines. Former East Hannibal and portion of West Hannibal Seniority Districts.

WEST QUINCY SUBSIDIARY DISTRICT

Embraces all yard service at West Quincy-Quincy and Keokuk and all road services headquartered out of West Quincy, Keokuk and Centerville for which West Quincy (or Hannibal) will be the source of supply on territory between West Quincy and Burlington including branch lines Quincy-Hulls, Quincy-Kirksville, and Keokuk-Centerville. Portions of former East Hannibal, West Hannibal and Galesburg Seniority Districts.

BROOKFIELD SUB-DISTRICT

Embraces all yard service at Brookfield and all road service headquartered 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 lines Cotter-Carrollton and Birmingham-Kearney; and Kansas City-Mexico. Former West Hannibal Seniority District.

Brookfield Zone

All assignments except North Kansas City Road Switcher.

Kansas City East Zone

N. Kansas City-Kearney Road Switcher.

NEBRASKA SENIORITY DISTRICT

CRESTON SUB-DISTRICT

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 Papio-South Omaha. Former Creston and portion of former Omaha Seniority Districts.

Creston Zone

All assignments except Kansas City-Omaha passenger assignment and jobs headquartered out of Pacific Junction.

ST. JOSEPH SUB-DISTRICT

Embraces all yard service at St. Joseph and all road service headquartered 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. Ayr and 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.

NORTH KANSAS CITY SUBSIDIARY DISTRICT

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 (or St. Joseph) 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; including branch lines. Former Kansas City terminal and portions of former St. Joseph, Omaha, Creston and Wymore Seniority Districts.

NOTE: Does not include N. Kansas City-Kearney road switcher.

OMAHA SUB-DISTRICT

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.; and Kansas City; Omaha and Creston, including branch lines South Omaha-Pappio,

Omaha-Oreapolis, Ashland-Prague, Payne-Nebraska City; and Pacific Jct. And Creston including branch lines. Portions of former Omaha, Creston and St. Joseph Seniority Districts and Council Bluffs yard.

SIOUX CITY SUB-DISTRICT

Embraces yard service at Sioux City (per Article III of Implementing Agreement No. 1) and road service headquartered out of Sioux City, for which Sioux City will be the source of supply on territory between Sioux City and Lincoln; Sioux City and Pacific Jct. via Louisville, South Omaha, Omaha or Council Bluffs, including branch line Laketon-O'Neill. Portions of former Omaha and Creston Seniority Districts.

Ferry Zone

All territory Sioux City to Fremont not including Fremont.

LINCOLN SUB-DISTRICT

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 Kansas City via Table Rock, including branch line Tecumesh-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.

Lincoln Zone

Embraces all territory Fremont and South. All assignments operating out of Lincoln, including interdivisional passenger Lincoln-Burlington and Llincoln-McCook.

Nebraska City Zone

Nebraska City-Payne Road Switcher.

WYMORE SUBSIDIARY DISTRICT

Embraces all road service headquartered out of Wymore for which Wymore (or Lincoln) 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.

Wymore Zone

All assignments headquartered between Red Cloud and Napier, Edgar-Nelson branch.

HASTINGS SUBSIDIARY DISTRICT (Page 18 – Form 12651)

Embraces all yard service at Hastings and Superior and all road service headquartered out of Hastings, Aurora and Grand Island, for which Hastings (or Lincoln) 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.

Hastings Zone (Lincoln)

All assignments operating out of Hastings.

Aurora Zone

All assignments operating north and west out of Aurora.

McCOOK SUB-DISTRICT

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.

McCook Zone

All assignments operating east and west out of McCook.

Oxford Zone

Assignments operating out of Oxford, St. Francis branch, Oberlin branch, Red Cloud branch.

DENVER SUB-DISTRICT

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.

Denver Zone

All assignments operating out of Denver.

Brush Zone

Brush-Fort Morgan Road Switchers

WYOMING SENIORITY DISTRICT

STERLING SUB-DISTRICT

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 Northport and Guernsey, including beet spurs. Former Sterling and portion of former McCook Seniority Districts.

Sterling Zone

Bridgeport to Denver including Sterling-Hereford line; Sterling to Holyoke.

Curtis Zone

Holdrege to Holyoke.

ALLIANCE SUB-DISTRICT

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.

Alliance Zone

All assignments working out of Alliance, Bayard and Scottsbluff.

Ravenna Zone

All assignments working out of Ravenna

EDGEMONT SUBSIDIARY DISTRICT

Embraces all yard service at Edgemont and all road service headquartered out of Edgemont, Newcastle, Hill City and Deadwood, for which Edgemont (or Alliance) 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.

Edgemont Zone

All assignments working out of Edgemont.

Deadwood Zone

Deadwood-Lead Road Switcher.

SHERIDAN SUB-DISTRICT

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. Former Sheridan Seniority District.

CASPER SUB-DISTRICT

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

GREYBULL SUB-DISTRICT

Embraces all yard service at Greybull and all road service headquartered out of Greybull, Cody and Worland, 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.