

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY
(Coast Lines)

Except South of Ash Fork and East of Parker

Santa Fe
Schedule Governing
Rates of Pay
and
Working Conditions
for
Conductors, Brakemen and Baggage-men

Represented by
United Transportation Union

Effective July 1, 1956

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INDEX

	Article	Page
Absence -- Leave of.....	13(a), 19.....	75, 113
Accepting official positions.....	16(f).....	90
Accommodations -- Passenger trainmen.....	1(y).....	9
Advance calls.....	17(w).....	111
Agreement -- Terms of.....	58.....	171
Agreements -- Local -- Not to be made.....	54.....	168
Air Hose Coupling and Uncoupling.....	57.....	170
Applications -- Approval or disapproval of....	18.....	113
Arbitrary and Special Allowances.....	42.....	148
Assigned crews in extra service.....	1(i), 3(d), 4(e), 4, 28, 32 6(e), 36.....	40, 145
 Assigned Districts:		
Crews run off of.....	10(a)(b).....	48
First in, first out -- runarounds.....	10.....	48
Assigned runs -- Notifying crew in writing of changes.....	17(u).....	110
 Assignments:		
Deadheading to after two days.....	27(g).....	136
Establishment of prior to time needed....	17(n).....	105
First and second sections.....	1(p).....	5
Giving up before going out.....	17(n).....	105
Holding pending close of bids.....	17(o).....	107
No bids received.....	17(n).....	105
Posting of close out bulletins.....	17(n).....	105
Reduction in pool freight.....	17(d).....	97
Required to go beyond limits of.....	5(h).....	36
Tying up at outlying points -- Rebulletined -- Remaining on.....	17(u).....	110
Attending court or coroner's inquest.....	30.....	138
Attending investigations.....	13.....	75
Away-from-home expense.....	15.....	82
Baggage service.....	1(bb).....	14
Basic Day and Overtime Rules:		
Combination service.....	32.....	140
Freight service.....	2(c)(d)(e).....	20
Local service.....	3(e)(f)(h).....	28
Mixed train service.....	6(c)(m).....	40
Passenger service.....	1(b).....	2
Road switcher service.....	5.....	36
Swing brakeman.....	47.....	152
Work train service.....	4(c).....	32
Batteries and bulbs -- Furnishing of.....	46.....	152
Beginning and ending of day -	29(a).....	137
Passenger Service	1(d).....	2
Bereavement Leave	19(e).....	113
Bids for advertised vacancies -- Handling of..	17(v).....	111
Bids -- Submit in duplicate.....	17(v).....	111

	Article	Page
Bidding:		
First, second and third choice.....	17(o).....	107
Temporary vacancies.....	17(q).....	108
On former assignment.....	17(e).....	97
Blanket service on G. C. Ry.....	31.....	139
Blocking Rule.....	8.....	42
Brakemen:		
Handling baggage and express.....	1(x), 6(i)...	9, 40
Objection to undesirable.....	33.....	142
Seats on engines.....	40.....	148
Swing.....	47.....	152
Bulletining Runs:		
Change in time, etc.....	17(m), (u)....	104, 110
Close out on Sunday or legal holidays.	17(n).....	105
No bids received.....	17(n).....	105
Prior to time needed.....	17(n)(9).....	106
Temporary vacancies.....	17(q).....	108
Bulletined runs -- Failure to place bid....	17(m).....	104
Bulletined runs -- Time limit.....	4(f), 17(n)..	32, 105
Bulletined work train assignments.....	4(f).....	32
Bulletins specify time of departure.....	17(m).....	104
Cabooses -- Pooling.....	34(d).....	142
Cabooses - Handling of -- Transferring....	34(a)(b).....	142
Cabooses -- Supplying extra.....	34(c).....	142
Calculation of road, mileage.....	2(o).....	23
Called and not used.....	22.....	126
Calling and reporting for duty.....	1(d), 29.....	2, 137
Calling crews for turnaround service.....	1(e),.....	3, 20, 21
	2(g)(h)(i)	
Calling limits -- By telephone, etc.....	29(b)(c).....	138
Calling passenger crews -- Away-from-home terminal.....	27(b).....	134
Calls set back or advanced.....	17(w).....	111
Captions of Articles.....	55.....	168
Car limit - Cajon mountain.....	38(e).....	146
Car tied up -- Part of crew used in other service.....	24.....	126
Chain gang crews on temporary work trains.	4(g), (j)....	32, 33
Change of run -- Layover point -- Starting time, etc.....	17(m)(o)(u)...	104, 107, 110
Changing on & off duty locations.....	17(t).....	110
Changing switching limits.....	Appendix "F"..	192
Choice of preferred runs.....	17(a)(b).....	97
Combination service.....	32.....	140
Conductors' extra boards.....	20(h).....	117
Conductors objecting to brakemen.....	33.....	142
Conductors' space.....	1(r).....	6
Conductors used in emergency.....	20(e).....	115

	Article	Page
Constructive mileage.....	2(e).....	20
Contractual obligations.....	54.....	168
Conversion rule.....	1(v), 2(k),..... 5	7, 21, 36
Corrections on time slips.....	9(a).....	44
Court attendance.....	30(a).....	138
Crew consist.....	4(q)(t), 48.....	34, 153
Crews used out of away-from-home terminal.....	10(h).....	67
Cut out between terminals.....	21.....	125
Deadhead crew -- Turn out.....	10(j), 27(b).... (c),(d),(e),(f)	68, 134
 Deadheading:		
After having tied up on law.....	44.....	149
As result of seniority not paid for...	17(c)(f)(g)(q)...	97
Combination -- Service and deadhead...	4(o), 27(b).....	34, 134
Cut out en route.....	27(b).....	134
In passenger service.....	1(u), 27(h)..... (i)(j)	7, 136
More than one crew to intermediate points.....	27(b).....	134
Picked up en route.....	27(c).....	136
Richmond -- Oakland.....	1(u).....	7
To assignment after two days.....	27(g).....	136
To and from outside jobs.....	10(d), 27(b).....	55, 134
To and from work train service.....	4(o).....	34
Two or more crews.....	27(b).....	134
Without rest.....	27(d), (e).....	136
Decisions in writing.....	9.....	44
Deduction of dues Agreement.....	Appendix "D".....	186
Definition of mixed service.....	6(f).....	40
 Delays:		
Between terminals.....	7.....	42
Final terminal.....	14(c), (d).....	80
Initial terminal.....	14(a), (b).....	78
Discipline -- Investigations.....	13.....	75
 Displacements:		
Assignments on which failed to bid....	17(f).....	98
Barred from service on Southern Pacific joint track.....	17(b).....	97
Made in writing.....	17(f)(g)(h).....	98
Not having access to bid bulletins....	17(f).....	98

	Article	Page
Displacements: (cont'd.)		
Notification.....	17(f).....	98
Relinquishing right to.....	17(f).....	98
Rights to when restriction lifted.....	17(f).....	98
Take effect immediately.....	17(g).....	100
Time limit in which to make.....	17(f)(q).....	98
When displaced from a temporary vacancy	17(q).....	108
When restricted from service to which as-		
signed.....	17(f).....	98
While on leave of absence or vacation.	17(f).....	98
Disqualified because of physical condition.	51.....	164
Districts -- Run off of.....	10(a), (c).....	48
Division of extra passenger work.....	17(j).....	101
Doubleheading and helping -- Tonnage restric-		
tions.....	38.....	146
Doubling hills -- Running for fuel and water	28.....	137
Doubling rules.....	10(i)(k).....	67, 108
	17(p)	
Eating and sleeping accommodations.....	4(p), 5(k).....	34, 38
Eating rule.....	45.....	151
Employment.....	18.....	113
Employment on another seniority district		
when cut off.....	25(j).....	128
Enacting and Terminating clause.....	58.....	171
Engines -- Seats for brakemen.....	40.....	148
Entry Rates.....	Appendix "G"....	215
Examination -- Failure to pass.....	16(b).....	89
Examination on Southern Pacific rules.....	16(c).....	89
Examination -- Required for promotion.....	16(a)(b)(c).....	88
Examinations -- Physical.....	25(h), 51.....	128, 164
Expense -- Away-from-home.....	15.....	82
Experience necessary for flagmen.....	41.....	148
Express-baggage -- Handling of.....	1(x), 6(i).....	9, 40
Express trains.....	6(f),(g).....	40
Extra crews -- Temporary work trains.....	4(g)(h).....	32
Extra men relieved by regular man --		
Turn out.....	10(e).....	58
Extra work -- Assigned Employees exempt....	20(c)(d)(e),....	115, 122
	& (f)(aa)	
Extra service by assigned crews.....	1(i)3(d).....	4, 28, 32
	4(e)& 6(e),.....	40, 145
	36	
Extra work -- Harbor District.....	2(n).....	23
Failure to bid -- No displacing rights....	17(m)(o).....	104
Failure to pass examination for promotion.	16(b).....	89
Filling temporary vacancies.....	4(g)(h),.....	32, 55, 100
	10(d), 17(g),	
	(i),(p)	
Final terminal delay.....	14(c)(d).....	80
First in first out -- runarounds.....	4(h)(j), 10....	33, 48
Flagmen on light engines.....	35(d).....	145

	Article	Page
Flagmen -- Experience necessary for.....	41.....	148
Forces -- Reducing and increasing.....	17(d), 25.....	97, 126
Foreign lines -- Service on.....	39.....	148
Former assignments -- Bidding on.....	17(e).....	97
Free billing on household goods.....	52.....	168
Freight crews -- Local rate.....	2(k).....	21
 Freight Service:		
Average monthly mileage.....	25.....	126
Basic day and overtime.....	2(c)(d)(e).....	20
Constructive mileage.....	2(e).....	20
Doubling hills.....	28.....	137
Finish out day.....	2(f)(g)(h)(i)....	20
Guarantee.....	17(w).....	111
Handling l.c.l. shipments.....	2(k).....	21
Mileage.....	2(o).....	23
Part of crew used in other service....	24.....	126
Pool crew used in passenger service...	1(w), 27(i).....	9, 136
Rates of pay.....	2(a).....	18
Running crews through Los Angeles....	2(j).....	21
Short trips and turnarounds.....	2(g)(h)(i)(j)....	20
Side or lapback trips.....	28(b).....	137
Silk trains.....	2(l).....	23
Fuel and water -- Running for.....	28(c).....	137
Giving up assignment before going out.....	17(n).....	105
 Grand Canyon Railway:		
Blanket service on.....	31(a).....	139
Passenger crews run via.....	31(b).....	139
Service on, Rate of pay.....	31(c).....	139
Switching, Payment for.....	31(d).....	139
 Guarantees -- Method of Applying:		
Local Service.....	3(c)(d)(i).....	28, 30
Mixed train service.....	6(d)(e)(j)(k)....	40
Passenger service.....	1(h)(i)(j)(k).... (l)(m)(n)(o)	4
Work train service.....	4(d)(e).....	32
Guarantee -- Through Freight.....	17(w).....	111
Handling of cabooses.....	34(a)(b).....	142
Held away from home terminal.....	43.....	148
Payment of after short trips.....	10(h).....	67
Held to protect extra passenger service....	1(m).....	5
Helper Conductor Service.....	1(c).....	2
Helper districts.....	38(h)(i).....	147
Helping and doubleheading -- Tonnage restrictions.....	38.....	146
Hills -- Doubling -- Running for fuel and water.....	2(f), 28.....	20, 137

	Article	Page
Holiday agreement.....	12.....	73
Hours of service law.....	44.....	149
Hours of service law -- Furnishing relief crews.....	44(h).....	150
Household goods -- Free billing on.....	52.....	168
Icing cars.....	14(c), 26.....	79, 131
Increase and reduction of force.....	17(d), 25.....	96, 126
Initial terminal delay.....	14(a)(b).....	78
Intradivisional Service.....	2(p).....	23
Interdivisional runs.....	Appendix "F".....	192
Investigations -- Discipline.....	13.....	75
Investigations -- Payment for attending....	13(h).....	77
Jury duty.....	30(b).....	139
Lanterns, Batteries and Bulbs -- Furnishing of.....	46.....	152
Lapback or side trips.....	28(b).....	137
L.A.U.P.T. Parking.....	Appendix "E".....	191
Law -- Hours of service.....	44.....	149
Laying off or missing calls.....	10(f).....	59
Layover day -- Service on.....	1(i), 3(d), 4(e). 6(e), 20(a).....	4, 28, 32 40, 114
Layover day -- Used in other service.....	20.....	114
Leave of absence.....	13(a), 19.....	74, 113
Light engines -- Flagmen on.....	35(d).....	145
Light engines -- Pilots on.....	35(c).....	144
Loading stock.....	26.....	131
Local agreements -- Not to be made.....	54(c).....	168
Local Rates:		
To passenger crews.....	1(v).....	7
To through freight crews.....	2(k).....	21
Unloading l.c.l. freight.....	2(k).....	21
Local Service:		
Basic day and overtime rules.....	3(f)(g)(h).....	28
Method of applying guarantees.....	3(c)(d)(e).....	28
Rates of pay.....	3(a).....	27
Lodging.....	15.....	82
Los Angeles -- Running freight crews through.....	2(j).....	21
Los Angeles -- Needles and Parker runs -- Men laying off.....	17(i).....	101
Make Whole -- Conductors used off regular assignment.....	20(f).....	115
Make whole -- Trainmen used in higher grade of service.....	20(bb).....	122
Meals en route.....	45.....	151
Mileage - Freight Service	2(o).....	23
Missing calls or laying off.....	10(f).....	59

	Article	Page
Mixed Train Service:		
Allowance for handling express.....	6(i).....	40
Basic day and overtime rules.....	6(c)(m).....	40
Box-express cars.....	6(l).....	41
Definition of.....	6(f).....	40
Guarantees.....	6(d)(e)(j)(k)....	40
Layover days -- Service on.....	6(e), 20(a).....	40, 114
Rates of pay.....	6(a).....	39
Employes wearing uniforms.....	6(h).....	40
More than one class of service.....	32.....	140
Needles -- Los Angeles passenger men laying off.....	17(i).....	101
Objection to undesirable brakemen.....	33.....	142
Obligations -- Contractual.....	54.....	168
Odd run between Los Angeles and Needles...	17(j).....	101
Odd run between Needles and Winslow.....	17(k).....	102
Odd run between Winslow -- Albuquerque....	17(l).....	102
Office Space - Conductors.....	1(r).....	6
Official positions -- Employes accepting..	16(f).....	90
On and off duty point:		
Passenger.....	1(d)(s).....	2, 6
Freight.....	17(t).....	110
Overtime and Basic Day Rules:		
Combination service.....	32.....	140
Freight service.....	2(c)(d)(e).....	20
Local service.....	3(f)(g)(h).....	28
Mixed train service.....	6(c)(m).....	40, 42
Passenger service.....	1(b)(d)(e)(f).... (g)(h)(n)(u)	2
Road Switcher service.....	5(e)(f).....	36
Swing brakemen.....	47.....	152
Work train service.....	4(c).....	32
Parking -- L.A.U.P.T.....	Appendix "E".....	191
Part of crew used in other service.....	24.....	126
Passenger Service:		
Basic day	1(b).....	2
Brakemen, exempt from other service..	20(e).....	115
Compensation on continuous time basis.....	1(t).....	7
Conductors' Office Space.....	1(r).....	6
Converting to freight, local or mixed rates.....	1(v)(1).....	7
Crews run via Grand Canyon.....	31(b).....	139
Deadheading.....	1(u).....	7
Division of extra work.....	17(j).....	101
Extra crews held for extra service...	1(m).....	5
Extra service by assigned crews.....	1(i).....	4

	Article	Page
Extra service - Uniformed		
Conductors.....	20(a) (h).....	114, 117
First and second sections.....	1(p).....	5
Freight rates for.....	1(w-1).....	9
Guarantees.....	1(n).....	5
Handling baggage, mail, parcel post or express.....	1(x).....	9
Handling transportation on trains....	1(q).....	6
Held to protect.....	1(m).....	5
Helper Conductor.....	1(c).....	2
Interdivisional runs.....	1(l).....	5
Laying off Los Angeles or Needles....	17(i).....	101
Odd crews.....	17(j) (k) (l).....	101
No bids received for vacancies.....	17(n).....	105
Oakland District & Bakersfield service.....	1(u).....	7
Overtime.....	1(e).....	3
Pay begins.....	1(d).....	2
Pool crews used in passenger service.....	1(w), 27(i).....	9, 136
Rates of pay.....	1(a).....	1
Rearranging runs to avoid exces- sive overtime.....	1(k) (1).....	4, 5
Reports, 812.....	1(r).....	6
Short turnaround.....	1(e) (u).....	3, 7
Sleeping Car Transportation.....	1(q) (2).....	6
Space for Conductors.....	1(r).....	6
Train Baggage.....	1(bb).....	14
Turning train on wye at Oakland.....	1(u).....	7
Turnaround service on Oakland District.....	1(u).....	7
Uniforms required.....	1(aa).....	10
Pay begins and ends.....	1(d), 29.....	2, 137
Penalty time claims -- Receipting for.....	9(b).....	44
Physical examinations.....	25(h), 51.....	128, 164
Pilots	35.....	144
Point of going on and off duty.....	1(d) (s).....	2, 6
Pool crews used out of away-from-home terminal.....	10(h).....	67
Pooling cabooses.....	34(d).....	142
Promotion to Conductor.....	16.....	88
 Rates of Pay:		
Arbitrary and special allowances.....	42.....	148
Conductor - Pilot.....	35.....	144
Combination service.....	32.....	140
Cut out between terminals.....	21.....	125
Entry.....	Appendix "G".....	205
Freight service.....	2(a).....	18
Helper Conductor Service.....	1(c).....	2
Local service.....	3(a).....	27

	Article	Page
Mixed service.....	6(a).....	39
Passenger service.....	1(a).....	1
Pilots.....	35.....	144
Road switcher service.....	5(a).....	36
Flagmen.....	35(d).....	145
Swing brakemen.....	47.....	152
Work service.....	4(a).....	31
Rearranging runs to avoid excessive overtime.....	1(k)(1).....	4
Rebulletining assignments.....	17(m)(n)(o)(q)(u).....	104
Recurring claims.....	9(g).....	45
Reduction in forces -- Pool freight.....	17(d), 25.....	97, 126
Reinstated -- Run entitled to.....	17(b).....	97
Reinstatement -- Concurrence of organizations.....	13(j).....	78
Relinquishing run before going out.....	17(f).....	98
Remaining on run pending close of bids.....	17(o)(3).....	108
Reporting for duty.....	1(d), 29.....	2, 137
Requests for displacement in writing.....	17(f)(g)(h).....	98
Rest.....	11.....	72
Rest required in making displacements.....	17(p).....	108
Rest required to double out of terminal....	10(j), (k),.....	68, 78,
	11, 17(p).....	108
 Ripley District:		
Rates of pay.....	3(i), 6(k).....	30, 41
Service by Arizona Division men.....	3(i), 6(k).....	30, 41
Road mileage -- Calculation of.....	2(o).....	23
Road service by yard crews.....	37.....	146
Road switcher service.....	5.....	36
Road-yard service.....	Appendix "M".....	223
Road-yard service zones.....	Appendix "G".....	216
 Runarounds:		
En route.....	10(k).....	69
Not applicable.....	4(g), (i),.....	32, 67
	10(h), 17(i),.....	101, 148
	41	
Terminal.....	10(g)(3).....	66
Run off assigned district.....	10(a)(b).....	48
Running for fuel or water.....	28(c).....	137
San Bernardino -- Los Angeles -- Pool or local men laying off.....	17(i).....	101
Seats for passenger trainmen.....	1(y).....	9
Seats on engines.....	40.....	148
Self propelled on track equipment -- Manning of.....	4(t).....	35
 Seniority:		
Choice of preferred runs.....	17(a)(b).....	97
Date of.....	16(c)(d)(e).....	89

	Article	Page
Displaced from temporary vacancy while holding permanent assignment....	17(q).....	108
Displaced while on leave of absence or vacation.....	17(f).....	98
Displacing youngest man.....	17(b).....	97
Displacements take effect immediately	17(g).....	100
Displacements -- Time limit.....	17(f)(q).....	98
Districts	16(h).....	91
Dual -- Road and yard.....	16(j).....	91
Employees accepting official positions	16(f).....	90
Lists.....	16(g).....	90
Moves -- Deadheading.....	17(c)(i)(q),..... 27(g)	97, 136
Of reinstated employees.....	17(b).....	97
Promotion	16.....	88
Rights on return from leave of absence or vacation.....	17(f).....	98
Time limit to make displacements....	17(f)(q).....	98
Time required in making displacements	17(p).....	108
Transferred to other service.....	23.....	126
Transferring one board to another....	17(f).....	98
Two men employed same date.....	16(e).....	90
Written declaration.....	17(f)(g)(h).....	98
Yardmen in road service.....	16(i)(j), 25(i)...	91, 128
Service letters.....	53.....	168
Service off Coast Lines.....	39.....	148
 Short Turnaround Service:		
Freight.....	2(g)(h)(i)(j)....	20
Out of away-from-home terminal.....	10(h).....	67
Passenger.....	1(e)(u).....	3, 7
Side or lapback trips -- Emergency.....	28(b).....	137
Side or lapback trips by assigned local or mixed crews.....	28(d).....	137
Silk trains -- Handling of.....	2(l).....	23
Sleeping Car Transportation.....	1(q)(2).....	6
Space for Conductors	1(r).....	6
Special and arbitrary allowances.....	42.....	148
Stock loading and unloading.....	26.....	131
Sunset Railway -- Rates of pay.....	1(a), 2(a), 3(a). 4(a), 6(a).....	1, 18, 27, 31, 39
Supplies -- Switching cabooses.....	34(a)(b).....	142
Supplies -- Extra cabooses.....	34(c).....	142
Supply trains.....	4(m)(n).....	33
Swing brakemen.....	47.....	152
Switching -- Oakland Terminal interchange	36(b).....	145
Switching limits -- Extension of.....	Appendix "F".....	192
Switching rule.....	Appendix "A".....	173
 Temporary Vacancies:		
Filling of.....	4(g)(h), 10(d),.. 17(g)(i)(p).....	32, 55 100

	Article	Page
Bidding off of.....	17(q).....	108
Bidding one grade of service to another	17(q).....	108
While on leave of absence prior to vacation.....	17(q).....	108
Temporary work trains.....	4(h)(i).....	33
Terminals -- Cut out between.....	21.....	125
Terminals -- Runaround.....	10(g)(3).....	67
Terms of agreement.....	58.....	171
Tied up between terminals.....	7.....	42
Time claims -- Recurring.....	9(g).....	45
Time limit on claims.....	9(c).....	44
Time limit to make displacement.....	17(f)(q).....	98
Time required doubling out of terminal....	10(i).....	67
Time Slips -- Handling of	9(a).....	44
Time to credit -- Making displacements....	17(p).....	108
Tonnage rating.....	38.....	146
Track Geometry Test Train.....	4(q).....	34
Train Baggage men.....	1(bb).....	14
Transferred -- Free billing, etc.....	52.....	168
Transferred to other service.....	23.....	126
Transfer to yard service.....	16(j).....	91
Transferring from one extra board to another.....	17(f).....	98
Transferring supplies from cabooses.....	34(b).....	142
Transportation furnished.....	15, 52.....	82, 168
Transportation - Handling of on Trains....	1(q).....	6
 Turn Out:		
After runaround en route.....	10(k).....	69
After work train or short trip.....	10(h).....	67
As per arrival designated point.....	10(j).....	68
Crew in passenger service.....	27(f).....	136
Deadhead crews.....	27.....	132
Deadheading on passenger train.....	10(d), 27(f).....	55, 136
Doubling rules.....	10(i), 17(p).....	67, 108
Off assigned district.....	10(a)(b).....	48
Rotary Board.....	10(c)(g).....	53, 61
When relieved from temporary vacancy.	10(e)(j),.....	58, 100
	17(g)(j)	
When relieved from conductor's vacancy.....	10(d).....	55
Turning on Wye - Passenger.....	1(u).....	7
Two or more classes of service.....	32.....	140
Unavoidable delays between terminals.....	7.....	42
Undesirable brakemen -- Objection to.....	33.....	142
Uniforms.....	1(aa).....	10
Union Shop Agreement.....	Appendix "C".....	179
Unloading stock.....	26.....	131
Used in other service on layover days.....	20.....	114
Used in higher grade of service.....	20(f).....	115

	Article	Page
Vacancies:		
Advertised for five days.....	4(f), 17(n)(q)...	32, 105
Advertising of -- Assignments		
working 20 days and off 10 days.	17(n).....	105
Train baggagemen.....	1(bb).....	14
Bidding from one pool turn		
to another.....	17(n).....	105
Bidding off -- Remaining on.....	17(q).....	108
Bidding on while on leave of		
absence or vacation.....	17(n).....	105
Filling of -- No bids received.....	17(n).....	105
Filling on Gallup-Albuquerque local..	3(g).....	28
Filling temporary.....	4(g)(i), 10(c), 17(g)(i)(p)(q)...	32, 49 100
Holding pending close of bids.....	17(o).....	107
Outlying points.....	10(d)(e)(f), 17(s)(u)	55, 110
Relieved from -- Turn out.....	10(e)(g), 17(g)(q)	58, 100
Remaining on -- Outlying points.....	10(d)(f), 17(s)(u)	55, 110
Temporary advertised as permanent....	17(n).....	105
To assignment in order of arrival		
at terminal.....	17(n).....	105
Time to credit -- Making		
displacement.....	17(p).....	108
Vacations.....	50.....	153
Not counted to create a temporary		
vacancy.....	17(q).....	108
Split.....	50.....	163
Ventilators -- Trainmen not required		
to manipulate.....	2(m).....	22
Water or fuel -- Running for.....	28(c).....	137
Work Train Service:		
Basic day and overtime.....	4(c).....	32
Bulletining of vacancies.....	4(f)(r)(s).....	32
Deadheading to and from.....	4(o).....	34
Guarantees.....	4(d)(e).....	32
Giving up on arrival at terminal		
Saturday night.....	4(h).....	33
Handling of during period of bulletin.	4(h).....	33
Layover days -- Service on.....	4(e).....	32
Manning of temporary service.....	4(g)(h)(j).....	32
Manning of self-propelled equipment...	4(t).....	35
Starting time.....	4(s).....	35
Supply trains considered work trains..	4(m)(n).....	33
Tied up at outlying point when		
work completed.....	4(k).....	33
Tying up between terminals.....	4(k)(l)(n)(o), 4(p)(4), 44(i)...	33, 150

	Article	Page
Written decisions.....	9.....	44
Yardmen -- Use of when laid off		
brakemen not available.....	25(i).....	128
Yard crews in road service.....	37.....	146
Yard work by road crews.....	Appendices "A"...	173,
	& "F".....	192
Yardmen in road service.....	16(i)(j).....	91

PREAMBLE

This reprint is intended solely for the purpose of combining the Schedules of Rates, Rules and Regulations for conductors, brakemen and train baggagemen into one schedule because of the similiarity of the rules. It is understood this reprint will not serve to change, modify or cancel any agreement or understanding, National or otherwise, in effect at the time, except those that are specifically changed in order to apply conductors' and brakemen's rules uniformly.

All National Agreements remain in effect and the reprint of a schedule rule or agreement, which has been modified or superseded by a National Agreement, will not serve to reinstate said rule or agreement.

ARTICLE 1

THE ATCHISON, TOPEKA & SANTA FE
RAILWAY COMPANY

(COAST LINES)

SCHEDULE OF RULES AND RATES
for
CONDUCTORS
BRAKEMEN and BAGGAGEMEN

Except South of Ash Fork and East of Parker

ARTICLE 1

PASSENGER SERVICE

(a) Rate to be paid on basis of one hundred fifty (150) miles per day and forty-five hundred (4500) miles per month.

Albuquerque Division, former Arizona Division, Los Angeles and Needles, Los Angeles and Parker and Los Angeles and Bakersfield:

	Per Mile 1st 150	Per Mile Over 150	Per Day	Per Month	Overtime Rate Per Hour
Conductors..	\$.4085	\$.3646	\$59.70	\$1803.95 (A)	\$7.4625
Baggageman..	.3553	.3186	53.29	1598.70	6.66125
Brakeman....	.3527	.3163	52.91	1599.05 (B)	6.61375

Through runs, San Francisco and Bakersfield, Los Angeles and Barstow and Los Angeles and San Diego:

	Per Mile 1st 150	Per Mile Over 150	Per Day	Per Month	Overtime Rate Per Hour
Conductors..	\$.4072	\$.3633	\$59.70	\$1798.00 (A)	\$7.4625
Baggageman..	.3553	.3186	53.29	1606.50 (C)	6.66125
Brakeman....	.3527	.3163	52.91	1599.05* (B)	6.61375
*Brakeman Los Angeles and San Diego.....				\$1593.95 (E)	

Other Locals:

	Per Mile 1st 150	Per Mile Over 150	Per Day	Per Month	Overtime Rate Per Hour
Conductors..	\$.4072	\$.3633	\$59.70	\$1791.00	\$7.4625
Baggageman..	.3553	.3186	53.29	1605.65 (D)	6.66125
Brakeman....	.3527	.3163	52.91	1593.95 (E)	6.61375

SUNSET RAILWAY

	Per Mile 1st 150	Per Mile Over 150	Per Day	Per Month	Overtime Rate Per Hour
Conductors..	\$.4072	\$.3633	\$59.70	\$1791.00	\$7.4625

ARTICLE 1

	Per Mile 1st 150	Per Mile Over 150	Per Day	Per Month	Overtime Rate Per Hour
Baggageman..	\$.3553	\$.3186	\$53.29	\$1606.50	\$6.66125
Brakeman....	.3527	.3163	52.91	1599.05 (B)	6.61375

- (A) Compensates for 4,675 miles.
- (B) Compensates for 4,941 miles.
- (C) Compensates for 4,781 miles.
- (D) Compensates for 4,751 miles.
- (E) Compensates for 4,750 miles.
- (F) Examples appearing in Schedule effective March 1, 1940 and Interpretations appearing in Schedule effective July 1, 1956 are omitted but the principles are preserved.

BASIC DAY

(b) One hundred and fifty (150) miles or less (straightaway or turnaround) shall constitute a day's work. Miles in excess of one hundred and fifty (150) will be paid for at the mileage rates provided.

HELPER CONDUCTOR

(c) When helper conductor is used on passenger train he will be paid at the same rate as the regular conductor handling the train. On trips over 80 miles, helper conductor to be compensated in accordance with Article 1(b), and payments for trips not exceeding 80 miles helper conductor to be compensated under Article 1(f).

Helper conductor will be provided for trains originating at Los Angeles, San Diego, Richmond and Bakersfield when it is anticipated that train will have in excess of 275 passengers. This will not prevent using helper conductors otherwise when needed.

NOTE: Main trains, tour trains, Company employe trains or special party trains, the transportation for which consists of large group or party tickets, are excluded from the provisions of this rule.

In filling vacancies on passenger trains, for train conductor and helper conductor, both on the same train, and called for the same time, the extra passenger conductor, first out, will fill train conductor's assignment; and, extra passenger conductor, second out, will fill helper conductor assignment.

BEGINNING AND ENDING OF DAY

(d) In passenger service the working time will commence at the time required to report for duty and shall continue, after arrival of train at final terminal as a crew unit, until relieved of all responsibility in connection with assigned duties. Time off duty as shown by conductor in charge of crew, will govern time trainmen are released from duty.

One designated point shall be established in all terminals where passenger crew shall report for duty and at which point they shall go off duty. The point designated to go on and off duty shall be the same.

ARTICLE 1 (d). Cont'd.

The minimum allowance for passenger service shall be time and mileage computed from the designated point at initial terminal to the designated point at the final terminal, with a minimum of 150 miles, the exception being in extra unassigned passenger service when required to operate beyond the designated point at either the initial or final terminal, such additional time and mileage shall be added to the trip and mileage.

- - - - -

"Referring to claims of passenger train crews for one hour arbitrary allowance account being placed on duty more than thirty minutes in advance of scheduled departure time at Los Angeles Union Passenger Terminal, which were first presented to Mr. Tisdale in General Chairman Young's letter of July 18, 1946. General Chairman Chapman initiated similar claims in his letter of September 11, 1946 to Mr. Tisdale.

We discussed these claims in conference August 28 and September 2 and it was agreed that all claims on and after April 1, 1943 until the time we commenced paying same currently will be allowed and that any claims for occurrences prior to April 1, 1943 are withdrawn."

(From Understanding of September 15, 1947)

OVERTIME

(e) Short turnaround passenger runs, no single trip of which exceeds eighty (80) miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty in excess of eight (8) hours (computed on each run from the time required to report for duty to the end of that run) within nine (9) consecutive hours, and also for all time in excess of nine (9) consecutive hours, computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one (1) hour. This rule applied regardless of mileage made.

For calculating overtime under this rule the Carrier may designate the initial trip.

When called for extra or unassigned service under this section, the call shall specify short turnaround service.

Under the operation of the 8-within-9-hour rule, where excessive overtime earnings accrue, or where the Carrier is penalized by limitation as to the number of trips which may be made in a day's assignment, or where present rule is inequitable the Carrier and the committee shall enter into negotiations with a view of eliminating such inequalities.

ARTICLE 1

(f) On other passenger runs overtime shall be paid on a speed basis of twenty miles per hour computed continuously from the time required to report for duty until released at the end of last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when the minimum day is paid for the service performed overtime shall not accrue until the expiration of seven hours and thirty minutes from time of first reporting for duty.

(g) Overtime in all passenger service shall be paid for on the minute basis at a rate per hour of not less than one-eighth (1/8) of the daily rate herein provided.

(h) Regularly assigned passenger employes who are ready for service the entire month and who do not lay off of their own accord shall receive the monthly guarantee provided for in Section (a) of this article, exclusive of overtime, except that former higher monthly guarantees shall be preserved.

EXTRA SERVICE

(i) Extra service may be required sufficient to make up these guarantees, and may be made between regular trips; may be made on layoff days; or may be made before or after completion of the trip. If extra service is made between trips which go to make up a day's assignment, such extra service will be paid for on the basis of miles or hours, whichever is the greater, with a minimum of one (1) hour. Extra service before or after the completion of a day's work will pay not less than the minimum day.

The bases of pay for extra service apply only in making up the guarantees. After guarantees are absorbed, schedule provisions for extra service apply.

(j) When a regularly assigned passenger employe lays off on his own accord or is held out of service, the extra employe will receive the same compensation the regular employe would have received, and the amount paid the extra employe or employes, will be deducted from the amount the regular employe would have received had he remained in service, the sum of the payments to the employe or employes, who may be used on the run equaling the monthly guarantees.

(k) Reductions in crews or increases in mileage in passenger service from assignments in effect January 1, 1919, shall not be made for the purpose of offsetting these increases in wages, but nothing in this order is understood to prevent adjustment of runs in short turnaround and suburban service that are paid under minimum rules for the purpose of avoiding payment of excess mileage or overtime that would accrue under these rules, without reducing the number of crews. Such runs may be rearranged, extended, or have mileage changed by addition of new train service; separate pools or assignments may be segregated or divided, provided that crews are not taken off or reduced in number. Added mileage up to mileage equaling the mileage rate divided into the guaranteed daily rate does not change, take from or add to the minimum days' pay, and this added mileage is not to be construed as "increase in mileage" within the meaning of this article.

ARTICLE 1

(1) For the purpose of avoiding payment of excess overtime on turn-around runs in passenger service when any part or leg thereof is over eighty (80) miles, the railroad will be privileged to rearrange runs, combine pools or set of runs, and may establish interdivisional runs excepting when this may be prohibited by provisions of existing agreements, such runs to be paid for in accordance with the mileage schedule of this order, but in no case less than the combination of trip rates in effect at this time.

(m) Extra crews held at home terminal to protect extra passenger service will be allowed one day at passenger rate for each calendar day so held if no service performed. At other than home terminal they will be paid as per Article 43.

GUARANTEE

(n) When the monthly earnings of regularly assigned passenger employes from daily guarantees, mileage, overtime and other rules do not produce the following average amounts per day, they will be paid for each day service is performed:

	Per day
Conductor.....	\$60.00
Baggageman.....	53.59
Brakeman.....	52.21

When extra men fill vacancies in regular positions, they take conditions of the regular positions. Service performed by extra men not filling place of regular men will be paid not less than the daily earning minima for each day service is performed.

(o) Crews will be assigned to all regular passenger runs when earnings from service necessary to perform will approximate the monthly guarantee. This will not prevent the company from running crews temporarily first-in first-out when trains are off schedule account washouts or other causes, but that assignments will be resumed when conditions are again normal. When initially necessary to pool runs at a terminal, crews will be given their turn out in accordance with their standing as per assignment and not on the basis of time of arrival.

(p) When necessary to operate a stub passenger train out of initial terminal of regular crew's assignment ahead of delayed passenger train, but not in advance of timetable schedule of the regular train, to perform a portion of the work of the regular train, regularly assigned crew, if available at terminal, will be used on such stub passenger train.

When crews are assigned to first and second sections of passenger trains the crew assigned to first section will handle out of their initial terminal the first assigned section, regardless of consist. If an extra passenger train not handling any of the regular equipment of an assigned train is operated as a section of a scheduled train, such extra train or trains will be manned by extra trainmen.

Where crews are assigned to a passenger train and train is split and run in two (2) sections, both sections going through to terminal without diverging on a side trip, the regular assigned crew will be used on the first section containing part of the regular assigned equipment.

(q)(1) Railroad transportation presented on passenger trains, will be handled by train conductor or helper conductor.

NOTE: The above will not prevent Pullman Company employes assisting the train or helper conductor on their instructions or Train Auditors from auditing transportation on a train.

SLEEPING CAR TRANSPORTATION

(q)(2) Effective with passenger trains leaving their initial terminal after 12:01 AM September 1, 1969, Train Conductors in charge of passenger trains, the consist of which includes sleeping car or cars (excluding official business car or cars), will report sleeping car passengers and their transportation (as well as their rail transportation), and perform any other services in connection therewith as required by current instructions.

Train Conductors will be responsible for handling sleeping car transportation on the train in their charge and other services in connection therewith; however, it is understood that for the convenience and comfort of our passengers, Porters-in-charge may continue to receive, lift and pouch passenger transportation, which will be given to the Train Conductor; furthermore, such transportation may continue to be lifted and pouched, as now provided, before passengers board cars at selected terminals to enable passengers to proceed directly to their accommodations.

Train Conductors in charge of trains handling sleeping cars in service (excluding official business car or cars), as outlined above, will be allowed 67/100 cents (\$.0067) per mile, not subject to future wage increases or decreases. This arbitrary allowance will not be payable to helper conductors. (*From Agreement of July 30, 1969*)

SPACE FOR CONDUCTORS

(r) On all passenger trains suitable space will be provided for conductor's office and the Carrier will maintain a complete supply of blank 812 reports on each train for use of conductors.

(s) When necessary, in passenger service, to go on duty at Union Station, Los Angeles, and on return trip go off duty at First Street, or vice versa, as full compensation, an arbitrary payment of one (1) hour's pay at passenger overtime rate will be allowed in such instances.

Where crew in extra passenger service, including movie special, go on and/or off duty at First Street, Los Angeles, a total arbitrary payment of one (1) hour's pay at passenger overtime rate will be made in such instances.

ARTICLE 1

(t) Extra passenger crews in other than interdivisional passenger service, operating into and out of their away-from-home terminals, will be compensated on a continuous time basis when the interval of release at their away-from-home terminal is four (4) hours or less, calculated from the time of arrival to the time of departure. If the interval of release at their away-from-home terminals is more than four(4) hours, such crews will be compensated on the basis of not less than a minimum day in each direction. Extra passenger crews operating into and out of their away-from-home terminals under the provisions of this agreement will be run or deadheaded first-in first-out with respect to each other.

(u) Crew in assigned passenger service will not be required to make turnaround on Oakland District coupled with through run to or from Bakersfield, and crew will be assigned to handle through runs between Oakland and Bakersfield in each direction and paid on basis of actual miles run; Oakland to be considered as an outlying point with Richmond as home terminal. Further, during periods that crew is assigned to work between Oakland and Bakersfield it will, at times, be necessary for crew or one (1) member thereof, upon arrival at Oakland, to turn train and/or engine on wye before tying up; in which event the individual(s) so used will be paid therefor on actual minute basis at one-eighth (1/8) of the daily rate, with a minimum of twenty (20) minutes for such service, and this allowance will be made independent of the road trip.

Where only one (1) member of through crew is used to accompany engine when turning same on wye at Oakland other members of train crew will be relieved of responsibility in connection with such movements.

Where deadheaded Richmond to Oakland for passenger service, or where completed trip in passenger service and is being returned to Richmond deadhead, payment will be made on continuous time basis provided notified before arrival at Oakland that he is to be used out of that point on a continuous time basis in service or deadhead. If held on following date and then relieved by regular man, minimum day's pay will be allowed.

In extra passenger service turnaround trip on Oakland District may be coupled with straightaway trip and crews run through Richmond on basis of continuous time or miles.

Trains consisting primarily of dead passenger equipment between Richmond and Oakland will be manned by a crew, or crews, assigned on short turnaround passenger basis to handle the major portion of such business and freight crews may be used to handle additional dead passenger equipment when a regular short turnaround passenger crew is not on duty or available at that end of line.

CONVERSION

(v)(1) The local freight conversion rule contained in Article 2(k) of the schedule does not apply to regular or extra passenger crews operating passenger trains, and the following will apply:

ARTICLE 1 (v)(1) Cont'd.

(a) When regular or extra passenger crews, operating regular passenger trains, are required to pick up and/or setout cars at intermediate points in connection with their own train, handling only passenger equipment when performing such work, passenger rates and rules will apply for the entire trip.

(b) If, in the process of making pickup and/or setout at intermediate points, it is necessary to move but not replace freight equipment on the same track, through freight rates, basic day and overtime rules will apply for the entire trip.

(c) If, in the process of making pickup and/or setout at intermediate points, it is necessary to move and replace freight equipment on the same track, local freight rates, basic day and overtime rules will apply for the entire trip.

(d) When regular or extra passenger crews operating passenger trains are required to load or unload revenue L.C.L. freight, or make setouts and/or pickups of cars at three (3) or more stations, local freight rates, basic day and overtime rules will apply for the entire trip.

(e) When regular or extra passenger crews operate passenger trains containing revenue L.C.L. freight, but which is not actually loaded or unloaded by members of the train crews, mixed train rates, basic day and overtime rules will apply for the entire trip.

(f) Nothing in this paragraph, nor the changes in rates of pay provided for therein, shall operate to reclassify passenger trains for other purposes. In other words, regular or extra passenger trains affected by the provisions of this paragraph will continue to be manned and operated as passenger trains under passenger rules, excepting only as to the rates of pay, basic day and overtime rules.

(v)(2) The following applies to passenger service:

(a) Shipments, carload or otherwise, moving on revenue or deadhead express billing do not affect compensation of passenger crews.

(b) Shipments moving on revenue freight billing and astray revenue freight shipments moving on deadhead billing will pay mixed rates, unless such shipments are loaded or unloaded by member of passenger train crew, in which event local rates or mixed rates, whichever is greater, will be paid.

(c) Company material moving in car lots will pay mixed rates.

(d) Company material moving as baggage in less than car lots will pay passenger rates unless loaded or unloaded by member of passenger train crew, in which event local rates will apply.

ARTICLE 1 (v)(2) Cont'd.

(e) Supplies for dining cars and/or eating houses operated by or for the Company, and supplies for independent contractors providing meals or supplies for Company employes shall be considered Company material for the purposes of these principles, whether owned by the Company or otherwise.

(f) Basic day and overtime rules applicable to the rates paid shall apply under these principles, but such payment shall not change the classification of the trains as passenger nor affect other rules in the Schedule.

EXTRA TRAINS

(w)(1) Extra crews operating extra or unassigned passenger trains will be allowed through freight rates under basic day and overtime rules applicable to through freight service. Extra or unassigned passenger trains under this paragraph will be manned and operated as passenger trains under passenger rules, excepting only as to rates of pay, basic day and overtime rules.

(w)(2) Under the rules extra passenger employes are entitled to handle extra passenger trains, and pool crews as a unit will not be used in extra passenger service when extra passenger employes are available.

(w)(3) When extra passenger employes are not available, pool freight crews may be used as a unit to handle extra passenger trains and, when so used, with or without cabooses, will be paid through freight rates under through freight rules.

(x) A member of passenger crew required to handle or assist in handling baggage, mail, parcel post, or express shipments from train and place in station storage room or vice versa, or to assist in loading from or to trucks, will be paid an arbitrary allowance of \$4.12 (Brakemen), \$4.02 (Conductors) per mile, with a minimum allowance of \$10.34 (Brakemen), \$10.10 (Conductors), when mileage of trip will not produce that amount. However, this rule will not apply if only required to move truck to or from car door.

(y) Suitable seating accommodations will be provided for passenger service trainmen while on duty or deadheading in either regular or extra service.

(z)(1) Extra passenger trains operating wholly on Los Angeles Division South of Barstow will be manned by Los Angeles extra passenger crews who may be tied up at Barstow.

(z)(2) Extra passenger trains operating wholly between Needles-Parker and Barstow will be manned by Needles extra passenger crews who may be tied up at Barstow.

ARTICLE 1

(z)(3) Extra passenger trains originating on the Valley Division, North of Barstow, destined to any point on the Los Angeles Division South of Barstow; and, extra passenger trains originating South of Barstow and destined to a point on the Valley Division North of Barstow, will be handled by Bakersfield extra passenger crews between Barstow and Bakersfield, and Los Angeles extra passenger crews South of Barstow, who may be tied up at Barstow.

(z)(4) Extra passenger trains originating East of Barstow and destined to Los Angeles or intermediate points on the First, Second or Third Districts of the Los Angeles Division, and extra passenger trains originating at Los Angeles or at intermediate points on the First, Second or Third Districts of the Los Angeles Division and destined to points East of Barstow, will be manned by interseniority district extra passenger crews on the agreed percentage basis, which crews shall not be tied up at any point other than Los Angeles, Needles or Parker, excepting under the conditions specified in Articles 7 and 44 of the Schedule.

(z)(5) When extra passenger crews are tied up at Barstow, as outlined in Paragraphs (1), (2) and (3) of this Article 1(z), their pay ceases and they become subject to terminal rules; it being understood that extra passenger crews in interseniority district service shall operate into and out of Barstow independently of extra passenger crews in district service.

(z)(6) When westbound extra passenger trains are consolidated at Barstow, which are handled into Barstow exclusively with Needles extra passenger crews, the extra passenger crews arriving at Barstow on last train to be included in the consolidation will handle the consolidated extra train South of Barstow and the extra passenger crew or crews, arriving at Barstow in advance, will cut out at Barstow.

(aa) Passenger uniforms.

(aa)(1) The Company shall prescribe the standard uniform necessary to be worn by conductors and brakemen when on duty in passenger service and the Division Superintendent shall be the judge of when uniforms are unfit for service and shall be replaced.

(aa)(2) Conductors and brakemen assigned to regular passenger service or used to protect relief and/or extra passenger service will equip themselves with standard uniform. Not less than the minimum number of extra brakemen as agreed to by the Superintendent and the Local Chairman of the Trainmen's Committee as necessary to protect relief and extra passenger service will provide themselves with uniforms and such additional extra brakemen as desire to participate in relief and extra passenger work will so indicate to the Superintendent and will also equip themselves with uniform. The agreed minimum number of extra brakemen plus the additional

ARTICLE 1 (aa)(2) Cont'd.

extra brakemen desiring to participate in extra and relief passenger work as above referred to and are equipped with uniforms will protect relief and extra passenger service in their turn from the extra board. Extra brakemen not so assigned to protect relief and extra passenger work are not eligible for service where uniform is required and will have no claim for payment when uniformed men are called ahead of them for such service.

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*(aa)(2)(a) Applicable to Los Angeles Brakemen's Extra Board only.

- (1) Trainmen, who have to exceed 90 days' service, voluntarily taking the Los Angeles Brakemen's Extra Board by displacement or request will be required to have a passenger uniform before marking up on the board and will be held off the board until such time as a passenger uniform is secured and placed in service. Such trainmen may be used in freight service only if the Los Angeles Brakemen's Extra Board is exhausted.
- (2) Trainmen, with to exceed 90 days' service, forced to the Los Angeles Brakemen's Extra Board through force reduction at other boards must show evidence of having a uniform on order before being permitted to mark up on the board and if stand for passenger service will be run around for passenger service and dropped to the foot of the board each time they stand to be called for passenger service until uniform is placed in service.
- (3) An extra brakeman may take passenger uniform out of service for a period not exceeding 24 hours on arrival at home terminal, but not more often than once each 30 days.

(From Agreement dated August 5, 1970)

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SANTA FE PASSENGER UNIFORMS

(aa)(3) Uniforms shall consist for the present of the following:

- (a) Cap, coat, vest and trousers,
- (b) Uniform buttons, badges and insignia,
- (c) White shirt, black four-in-hand tie and black shoes.

(aa)(4) For new uniforms secured subsequent to date of this agreement the company will participate to the extent of assuming one-half the cost at contract clothier's price of new serge coat, vest and trousers (two pairs if desired) and employes will assume and pay the balance of such cost. When it becomes necessary for an employe subject to this agreement to procure a new uniform suit, an order therefor will be obtained from his Superintendent.

ARTICLE 1 (aa)(5)

(aa)(5) The Company will furnish, free of charge, cap, insignia and buttons for uniforms, also badges for caps, but the badges must be returned or paid for when employes leave the service of the company.

(aa)(6) Employes will provide at their entire expense and wear with uniforms white shirt, black four-in-hand tie and black shoes.

(aa)(7) Employes will, at their own expense, keep uniforms properly repaired, cleaned and pressed at all times and will wear uniform while on duty in passenger service or deadheading in connection therewith. Uniform suit will not be used for other occasions when it can be avoided.

(aa)(8) Employes may secure uniform suit on cash basis or through contract clothier on payroll deduction plan comprising not to exceed three equal monthly payments. When uniform suit is secured on cash basis or from a clothier other than contract clothier and the employe presents receipt as to payment therefor to the Division Superintendent, refund will be made by voucher but for not to exceed fifty per cent of the cost or fifty per cent of what the cost would have been if uniform secured through designated clothier, whichever is less. When a new uniform is required and employe desires to secure same on payroll deduction basis, he will secure from trainmaster the necessary order after signing payroll deduction authorization and the Company will deduct fifty per cent of the cost of the uniform so purchased from employe's pay check.

(aa)(9) When ordering uniform, a complete new suit will be purchased, i.e., the coat, vest and trousers (two pairs if desired) on each such occasion for the reason it is undesirable to wear a new uniform coat with an old vest and trousers or vice versa.

(aa)(10) If as result of carelessness on the part of an employe his uniform or any part thereof is damaged, destroyed, lost or stolen, such employe will repair the damage or replace the uniform at this own expense.

(aa)(11) If within ninety days after uniform has been secured and for which the Railway Company has made refund of one-half the cost, an employe who receives such refund voluntarily leaves the service of the company or removes himself from the uniform class, then the entire amount of such refund shall be recollected from such an employe.

(aa)(12) Bakersfield and Needles brakemen who have accumulated service of sixty (60) days, either consecutively or in the aggregate, must have equipped themselves with a passenger uniform in order to be available for passenger service on the completion of the sixty days.

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ARTICLE 1 (aa)(13)

AMTRAK PASSENGER UNIFORMS

(aa)(13) The prescribed uniform will consist of the following items and at the time of the program implementation, employees regularly assigned in passenger service will receive uniform items in the number specified, at Amtrak expense:

<u>No.</u>	<u>Item</u>
2	Navy suit jackets
2	Navy suit trousers
1	Navy cap
4	Shirts (2 navy/white and 2 red/white stripe)
2	Ties (1 navy, 1 red)
1	Belt
1	Change/Ticket pouch
1	Punch holder

with the employee furnishing, at his expense, black shoes and dark socks.

(aa)(14) Employees who protect passenger service, either extra and/or short vacancies, will be allowed to continue wearing their Santa Fe uniform until it needs replacement, at which time the uniform suit pants and suit coats will be replaced on a 50-50 basis between Amtrak and the employee.

(aa)(15) Initial uniforms (suit pants and suit coats) and replacements after uniform program has been implemented will be borne equally between Amtrak and the employee.

(aa)(16) Authorized Santa Fe uniform buttons will be provided at Amtrak expense. Change/Ticket pouch and leather belt will be replaced at Amtrak expense. Uniform hats will be replaced at Amtrak expense, not to exceed two (2) each 12 months. Amtrak has the option of replacing only the cloth cover on uniform hats.

(aa)(17) All uniform items, excluding shoes and socks, must be ordered from clothier designated by Amtrak.

(aa)(18) Effective May 1, 1974, a Conductor (Trainman) who makes application either by bidding or bumping for a permanent vacancy in Amtrak passenger service will be required to either have in his possession an Amtrak uniform or produce an application (requisition) for such a uniform.

(aa)(19) Failing to have either an Amtrak uniform or an application for an Amtrak uniform will preclude the Conductor (Trainman) being assigned and his application either bid or bump for the vacancy will be null and void.

(aa)(20) Conductor (Trainman) who does not have an Amtrak uniform in his possession, but who has an application (requisition) for such uniform, will be permitted to and must wear his railroad uniform until receipt of the Amtrak uniform.

ARTICLE 1 (aa)(20)

In application of this policy it is understood that if the conductor (trainman) does not have a serviceable railroad uniform, he would be permitted to wear a dark dress suit, not an ensemble, while awaiting delivery of his Amtrak uniform.

(aa)(21) Conductors (Trainmen) having an Amtrak uniform or upon receipt of same, who make application, either by bumping or bidding, and are assigned to permanent vacancy in Amtrak passenger service must wear their Amtrak uniform while in that service.

(aa)(22) On and after the effective date of this agreement, a Conductor (Trainman) who is permanently assigned to a vacancy in Amtrak passenger service will be provided one free uniform at Amtrak expense, providing such employe has not previously obtained an Amtrak uniform.

(aa)(23) Any Conductor (Trainman) who receives a free uniform under the provisions of Section 22 hereof, will be prohibited from wearing any existing railroad uniform while in Amtrak passenger service.

(aa)(24) Any Conductor (Trainman) force assigned to a permanent vacancy in Amtrak passenger service must, upon assignment, make application (requisition) for an Amtrak uniform.

(From Memorandum of Agreement of June 8, 1972 as amended by Agreement of April 15, 1974).

(bb) Baggage service rules.

(bb)(1) When checked baggage is loaded or unloaded enroute between terminals of a Passenger Trainman assignment, a Baggage man from the ranks of Trainmen will be assigned under schedule rules.

Baggage men when assigned may also handle U. S. Mail, express or other similar type shipments, railroad mail and other items of railroad property.

(bb)(2) Trainmen assigned to regular baggage service or used to protect relief and/or extra baggage service must qualify for such service. Not less than the minimum number of extra trainmen as agreed to by the Superintendent and the Local Chairman of the Trainmen's Committee as necessary to protect relief and extra baggage service will qualify.

The number of extra trainmen who must qualify to protect extra baggage service will be determined by the Superintendent and the Local Chairmen.

(bb)(3)(a) Vacancies or new assignments in baggage service shall be advertised in line with Article 17(n) of this agreement and the senior qualified trainman making application therefor shall be assigned. Trainmen not qualified shall be given an opportunity to qualify for this service at no expense to the Carrier.

ARTICLE 1 (bb)(3)(b)

(bb)(3)(b) A successful applicant for train baggagemen's assignments shall be required to remain in such service for a period of at least 2 months. He must simultaneously either on his bid or in a separate memorandum, waive his rights to work in another grade of service in accordance with paragraph (e) of Article 20 before his bid will be accepted. When a train baggageman places a bid for the emergency class of conductors, he will be considered as bidding in a higher grade of service and his train baggageman's assignment will be considered vacant and advertised for bids.

(bb)(3)(c) Each employe who bids in or displaces on a baggage assignment must complete 2 months' actual service on such service, either continuous or in the aggregate, before he is permitted to return to other service as a trainman.

(bb)(3)(d) Should an employe take a train baggageman's assignment and subsequently bids in a higher grade of service prior to completing the 2 months' time in train baggage service, he will, upon attempting to return to service as a brakeman, be required to return to baggage service if he can hold an assignment as such and complete the full 2 months' period before being permitted to take any other assignment as a brakeman.

(bb)(3)(e) If before the 2 months are up he reverts into the Trainmen ranks he must return to baggage service if it is possible for him to do so. If he is unable to revert to baggage service due to lack of seniority he is relieved of this obligation.

(bb)(3)(f) If before the 2 months are up he is displaced from baggage service and cannot then hold a baggage assignment out of his terminal then he is relieved of the 2 months' obligation. By this we mean he does not have to revert to baggage service if subsequently, and prior to end of 2 months, a vacancy develops in that service.

(bb)*(4)(a) All extra trainmen who have made student trips and/or worked baggage on this property will be considered as qualified train baggagemen.

(bb)*(4)(b) Those outlined in paragraph (a) will be called from the extra board in their respective order on the board, one with the other, for any unassigned baggage service. Appropriate crew records will reflect such trainmen.

(bb)*(4)(c) Any trainman not qualified desiring to do so may qualify by making one student trip with a qualified Train-Baggageman and securing approval from him and the Trainmaster. On assignments working into or out of Los Angeles, trainmen will contact appropriate supervisor for additional instructions.

(bb)*(4)(d) Extra trainmen runaround because of not being qualified for baggage service will not be entitled to any penalty account not so used.

ARTICLE 1 (bb)*(4)(e)

(bb)*(4)(e) In the event there are no experienced baggagemen available on the extra board, the first out trainmen will be used.

(bb)(5)(a) In the event vacancy exists for a passenger brakeman and a train baggageman on the same assignment the first out qualified trainman will be called for baggageman after which passenger vacancy will be filled.

(bb)(5)(b) Temporary vacancies (including vacation vacancies) for train-baggagemen will be filled by the senior qualified extra trainman on the board which protects the run making application for the run and will remain thereon until displaced by the regular man or some senior qualified extra trainman. Should said senior extra man who has made application for and been placed on the run in turn lay off, the run will be open to the senior qualified trainman making application for same.

In the event no qualified trainman makes application for train-baggageman vacancy in line with above paragraph, the first out qualified trainman on the extra board will be used and remain thereon until displaced by some senior qualified extra trainman making application for the run, by return of the regular assigned train-baggageman, or by vacancy being filled under Article 17(q).

An extra trainman who is protecting a train baggageman's vacancy under the above paragraph and bids in a vacancy in line with his seniority will be relieved and placed on his new assignment, after which the train baggageman's vacancy will be again protected in line with the preceding paragraph.

(bb)(5)(c) Where a trainman does not have the right to work a full 2 months in baggage service under the provisions of Article 1 (bb) - (3)(b), he will not be permitted to bid in or displace on a train baggageman's assignment.

(bb)*(6) In the event no qualified trainman makes application for train baggageman vacancy on Trains Nos. 4 and 3, the first-out qualified trainman on the extra board will be used, and will have the option of being released after the completion of round trip and return to Extra Board or he may elect to remain on the vacancy until displaced by some senior qualified extra trainman making application for the run, by return of the regular assigned train baggageman, or by the vacancy being filled under Article 17(q). *(From Letter Agreement of August 12, 1977)*

ARTICLE 1 (bb)(7)

(bb)(7) Rates for handling Express, U.S. Mail and/or both.

	Mileage Rate		Per Day	Overtime Rate Per Hour
	First 150 Miles	Over 150 Miles		
Baggageman Handling Express	.3682	.3316	53.87	6.73375
Baggageman Handling U.S. Mail (A)	.3705	.3329	54.10	6.7625
Baggageman Handling Express & U.S. Mail (B)	.3734	.3368	54.69	6.83625

(A) Baggageman handling U.S. Mail of prescribed volume.

(B) Baggageman handling U.S. Mail of prescribed volume and Express.

(bb)*(8) From Understanding of October 1, 1964, concerning qualification as train-baggagemen applicable to Brakemen on Los Angeles Extra Board.

(bb)*(8)(a) All extra board brakemen who have not qualified as train-baggagemen will be given 5 days in which to qualify as train baggagemen, with failure to do so subjecting them to being held out of service as brakemen until such time as they do qualify.

(bb)*(8)(b) Any employe going on the brakemen's extra board who has not previously qualified as a train baggageman (whether coming from the conductors' board, from a regular brakeman's assignment, from other locations, from the yardmen's board, or from leave of absence) will be given 5 days in which to qualify as a train baggageman, with failure to do so subjecting him to being held out of service until such time as he does qualify.

(bb)*(8)(c) Any employe served notice to quaify as train baggageman, but who bids off or transfers off the brakemen's extra board and does not qualify in the original 5-day period, will be held off the brakemen's extra board until such time as he does qualify.

(bb)*(8)(d) The junior brakeman on the extra board will be force assigned to fill a train-baggageman vacancy where no bids received. If he has not qualified as a train baggageman, he will be held off the board until such time as he does qualify. *(See Section bb(6))*

ARTICLE 2 (a)

FREIGHT SERVICE THROUGH,
IRREGULAR AND CIRCUS TRAIN SERVICE
RATES OF PAY

(a) Albuquerque and former Arizona Divisions:

	Per Mile		Per Day
	1st 100	Over 100	
Conductor.....	\$.5941	\$.5290	\$59.41
Brakeman.....	.5467	.4906	54.67

Between Mojave and Bakersfield:

	Per Mile		Per Day
	1st 100	Over 100	
Conductor.....	\$.6168	\$.5502	\$61.68
Brakeman.....	.5701	.5122	57.01

NOTE: No change is to be made in the present basis or rate of pay for all miles made on territory outside of that between Mojave and Bakersfield.

All overtime earned on any trip between Barstow and Bakersfield, whether in whole or in part on the territory between Mojave and Bakersfield, the overtime rate will be three-sixteenths of \$61.68 for conductor and \$57.01 for brakeman for the entire trip; no change to be made in the present method of payment for overtime on trips exclusively between Barstow and Mojave.

The higher rates named will not apply for any short service performed between Kern Junction and Bakersfield, the dividing point being at a point one-half mile east of junction switch at Kern Junction.

SUNSET RAILWAY

	Per Mile		Per Day
	1st 100	Over 100	
Conductor.....	\$.5992	\$.5340	\$59.92
Brakeman.....	.5505	.4942	55.05

LOS ANGELES DIVISION SOUTH OF BARSTOW

	Per Mile		Per Day
	1st 100	Over 100	
Conductor.....	\$.5895	\$.5246	\$58.95
Brakeman.....	.5423	.4866	54.23

ARTICLE 2 (a) Cont'd.

VALLEY DIVISION NORTH OF BAKERSFIELD

	Per Mile		Per Day
	1st 100	Over 100	
Conductor.....	\$.5813	\$.5174	\$58.13
Brakeman.....	.5282	.4732	52.82

CAR SCALE

(b) Article I(a) of National Agreement of May 26, 1955, reads as follows:

"ARTICLE I.

(a) Road Freight Conductors and Trainmen

Effective June 16, 1955, the basic daily rates of pay for conductors, brakemen and flagmen in road freight service receiving road rates of pay shall be increased as follows:

"BASIS OF PAY

Maximum number of cars (including caboose) hauled in train in road movement at any one time on road trip anywhere between initial starting point and point of final release	Amounts to be added to the Basic Daily Road Freight Rates...Conductors, Brakemen and Flagmen
Less than 81 cars	\$.35
81 to 105 cars	1.00
106 to 125 cars	1.40
126 to 145 cars	1.65
146 to 165 cars	1.75

Add 20¢ for each additional block of 20 cars or portion thereof.

NOTE: Where under existing rules or practices on an individual carrier arbitraries or special allowances are made by reason of tonnage or the number of cars handled in a train, such arbitraries or special allowances, or the amount produced by the above table, whichever is the greater, shall apply, but not both."

(As amended by National Agreements of 1968) (See Appendix I)

(Note above does not have application on the districts between Winslow and Seligman and Seligman and Needles in either direction with respect to trains which exceed 2900 tons when hauled by two or more locomotives.)

BASIC DAY

(c) One hundred miles or less, eight (8) hours or less (straight-away or turnaround) shall constitute a day's work. Miles in excess of 100 will be paid for at the mileage rates provided.

(d) On runs of 100 miles or less, overtime will begin at the expiration of eight hours; on runs of over 100 miles overtime will begin when time on duty exceeds the miles run divided by 12½. Overtime shall be paid for on the minute basis at a rate per hour of 3/16ths of the daily rate.

(e) When constructive mileage is allowed same to be employed in computing overtime.

Constructive mileage will be allowed in freight service as follows:

	In Both Directions
Between Winslow and Williams.....	100 miles
Between Winslow and Ash Fork.....	129 miles
Between Winslow and Seligman.....	159 miles
Between Williams and Ash Fork.....	29 miles
Between Seligman and Ash Fork.....	30 miles
Between Seligman and Williams.....	59 miles
Between Seligman and Needles.....	153 miles
Between Needles and Barstow.....	E.B. 170 miles W.B. 172 miles
Between Bakersfield and Tehachapi Wye.....	53 miles
Between Tehachapi Wye and Mojave.....	24 miles
Between Barstow and Mojave.....	69 miles
Between San Bernardino and Barstow.....	100 miles

(f) On any district, the mileage of which is less than 100 miles, for which 100 constructive miles is allowed, intermediate doubles may be made, mileage of which added to the actual miles would bring the total mileage made above 100 miles actual miles will be allowed.

(g) In pool or irregular freight service crews may be called to make short trips or turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with minimum of 100 miles for a day; provided (1) That the mileage of all the trips does not exceed 100 miles, and (2) That crews shall not be required to begin work on a succeeding trip out of initial terminal after having been on duty 8 consecutive hours, except as a new day, subject to the first in first out rule or practice.

Question 104: Must the crew actually leave the terminal before the expiration of eight hours?

ARTICLE 2 (g) Cont'd.

Decision: No; but crews should not ordinarily be required to begin work on the second or succeeding trip when it is apparent that the departure from the terminal will be delayed beyond eight hours from going on duty on initial trip.

NOTE: Crew used in short turnaround service under the above and held at terminal for an additional turnaround trip and crew is not used for additional trip and is released, will hold turn as per their arriving time at terminal with respect to other crews that arrived at terminal behind them. It is understood that the crew that made short turnaround trip will not be compensated under the terms of the turnaround rule if crews arriving behind them are used between the time of their arrival and the time relieved.

(h) When called for service under this clause the number of trips need not be specified, but the call should specify turnaround service.

SHORT TURN-AROUND SERVICE

(i) Crews in short turnaround service may be used in either or both directions out of the initial terminal, in territory where it is permissible to use them for other than short turnaround trips. Short turnaround trips may not be connected with straightaway trips and be paid on a continuous trip basis.

(j) On the Los Angeles Division trips in through and irregular freight service other than those described in paragraph (g) a new day will begin when the time of actual departure from Los Angeles is eight hours or more from the time of going on duty on the initial service.

LOCAL FREIGHT CONVERSION

(k)(1) In freight or mixed service, regular or irregular, assigned or unassigned, crew shall be paid local freight rates on trips where required to load or unload L.C.L. shipments, except that on mixed runs where mixed rate is higher than local, such higher rates will be paid.

(k)(2) Crews in work train service required to load or unload commercial L.C.L. freight, such as is normally handled by locals, local rate shall apply if higher than work train rates.

(k)(3) Crews doing station switching shall be paid not less than local freight rates.

(k)(4) Crews consuming 1 hour and 45 minutes or more picking up and/or setting out cars and/or required to pick up and/or set out at three or more stations shall be paid not less than local freight rates, such time to be accumulative and computed from time the work is begun until completed and train coupled together.

NOTE: Picking up or setting out cars and/or terminal switching at terminals where crews are paid for initial and/or final terminal switching as an arbitrary will not be considered in applying this rule.

(k)(5) The setting out of an inbound train and picking up of an outbound train at the turning point of a turnaround trip constitutes a setout and a pickup.

INTERPRETATION: Train arrives at a station with cars to set out. The fact that such cars may be in two or more places in the train on arrival is not to be considered as station switching. Of course, the time setting them out would come under the 1 hour 45 minutes rule but would not be considered station switching simply because the cars to be set out were in more than one place in the train. It is understood that if a crew having no cars to pick up or set out is required to take its engine and move or spot cars already at such stations such work shall be considered station switching.

EXAMPLES AGREED TO FOR PAYMENT
UNDER ARTICLE 2(k)

EXAMPLE 1: Train arrives at station with one or more cars to set out, say on track No. 2. They find a car spotted on track No. 2 which agent instructs them to shove back to the lower end of track No. 2, then pull ahead and spot the car they are to set out at a certain point on track No. 2, which is done. This is not station switching, it being a straight shove, but would come under paragraph four (4).

EXAMPLE 2: Crew having one or more cars to set out, say at the house, finds a number of cars on the house track which they are required to shove back, then cut a crossing and pull ahead in order to spot the car to be set out. This is not station switching, but would come under paragraph four (4).

EXAMPLE 3: Crew has one or more cars to set out, say at the house. In order to set car or cars at the house it is necessary to place same behind cars already on house track or to pull one or more cars off the house track and place on some other track. This is station switching under paragraph three (3) inasmuch as it is necessary to make a switch in order to put their car or cars to the house.

EXAMPLE 4: Crew has one or more cars to pick up. Car to pick up is behind one or more cars. In order to pick car up it is necessary to make a switch and whether the cars which were standing ahead of the car to pick up are spotted back where they were or placed on another track the move would be considered station switching under paragraph three (3).

ARTICLE 2 (k) Cont'd.

EXAMPLE 5: Crew instructed to pick up or set out a number of water cars and in doing so required to spot and fill some cars. The time required to fill the cars would be considered in connection with the 1 hour 45 minutes time limit necessary to convert train into local under paragraph four (4).

EXAMPLE 6: Crew or crews originating or terminating at an outlying point are required to make up or break up their own train and in doing so required to make a switch, then paragraph three (3) shall apply.

EXAMPLE 7: Crew or crews originating or terminating at an outlying point are required to make up or break up their own train and in doing so no switch is made, then time consumed in making up or breaking up train will be figured in computing the 1 hour 45 minutes as shown in paragraph four (4).

EXAMPLE 8: Crew arriving at one of the terminals named in Switching Rule (Appendix A) required to do station switching while on overtime, as provided for in said switching rule, will be considered as having performed station switching as provided for in paragraph three (3).

(l) Solid trains of silk in baggage or express cars will be handled by through freight employes, by districts, and paid on through freight basis.

(m) Crew members will not be required to manipulate ventilators at terminals.

(n) Unassigned Harbor District work will be protected by Los Angeles extra employes, when available in lieu of San Bernardino pool crews.

(o) Road mileage is calculated from depot to depot, except on trains originating or terminating in River Yard at Belen and 22nd Street Yard at San Diego; the road mileage will be calculated to or from the center of those yards.

(p) INTRADIVISIONAL SERVICE

(From Agreement of June 9, 1972, as amended effective March 1, 1973)

SECTION I

Pursuant to Article XII of the National Agreement dated January 27, 1972, with the United Transportation Union, it is agreed that The Atchison, Topeka and Santa Fe Railway Company-Coast Lines will establish intradivisional service for pool freight crews as set forth below:

(a) Intradivisional service will operate from terminal of Richmond, California, to the terminal of Calwa, California and the reverse.

ARTICLE 2 (p) SECTION I Cont'd.

(b) Richmond and Calwa, California, will continue to be the home terminals for the Second District freight crews. Pool freight crews will operate through the terminal of Riverbank.

(c) Richmond crews upon arrival at Calwa will be called for service subject to their availability under the Hours of Service Law ahead of Calwa crews; however, not more than two Richmond crews will be worked out of Calwa before using a Calwa crew. The same principle shall apply at Richmond. Mileage will be equalized between the sides of the district weekly.

(d) All crews at their away-from-home terminal after eighteen (18) hours off duty will either work subject to Paragraph (c) or deadhead on or before (commercial transportation) the first intradivisional train.

(e) In respect to deadhead crews at their away-from-home terminal, it is agreed that crews can be deadheaded out of turn with respect to home terminal crews, when excess crews are at their away-from-home terminal.

(f) All deadheading will be paid for by the Carrier. Deadheads will be counted as turns. It is understood Richmond and Calwa crews will not be worked out of turn except as outlined above.

(g) Crews, except as provided in Paragraph (d) above, will be deadheaded on the faster through freight trains or commercial transportation, i.e., passenger trains, buses, taxis, etc.

(h) Employees in intradivisional service who are ordered to appear at investigations at other than their home terminal will be paid the deadhead mileage.

SECTION II

All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.

(a) When crews are required to report for duty or are relieved from duty at point other than the on and off duty points fixed for the service established hereunder, the Carrier shall provide suitable transportation for the crews.

(b) At away-from-home terminals the Carrier will provide suitable lodging or an allowance in lieu thereof as required in the current Lodging Agreements. Commencing on the ef-

ARTICLE 2(p) - SECTION II (b) Cont'd.

fective date of this Agreement, Carrier will furnish suitable lodging to all employes here involved and continuing until July 1, 1972. Subsequent thereto each employe will have the choice of being furnished suitable lodging or an allowance in lieu thereof, as required in the current Lodging Agreements, such choice to be made in writing not later than ten (10) days prior to July 1, 1972, and subject to change only on ten (10) days' written notice prior to December 1 and June 1 of each year thereafter.

(c) At Richmond and Calwa if the distance between point of going on or off duty and the point nearest available to change off point is in excess of 1/4 mile, transportation will be furnished.

(d) If place of lodging furnished by the Carrier and/or suitable eating place is over 1/2 mile from the on and off duty point, transportation will be furnished.

(e) All crews who are entitled to transportation will be furnished transportation promptly, but not later than twenty (20) minutes after their tie up time, or the crew will be permitted to use commercial transportation and be reimbursed for same by the Carrier. The twenty (20) minute period provided for above will apply to the pick-up time of the first train crew member, however, in no event will the last member of the train crew be picked up later than thirty (30) minutes after his tie up or he will be permitted to use other commercial transportation.

NOTE: For the territory between Richmond and Calwa the mileage question (mileage to make up the 100 mile basic day between terminals) will be submitted to arbitration for a decision. If the employes prevail, the mileage in dispute will be allowed by the Carrier to each employe affected retroactive to the date that the new intradivisional runs commenced, April 7, 1972.

SECTION III

(a) Intradivisional crews under this Agreement will not trade off trains between their initial and final terminals.

(b) In intradivisional service covered by this Agreement, crews will receive overtime rate after being on duty ten (10) hours in addition to mileage run.

(c) All other service out of the home terminals will be protected by the respective extra boards with the exception of regular assignments between Calwa and Riverbank and Riverbank and Richmond.

SECTION IV

(a) Each member of the crew will be allowed a \$2.75 meal allowance after four (4) hours at the away-from-home terminals and another \$2.75 allowance after being held an additional eight (8) hours until changed by later agreement. (As revised by National Agreement of 8-25-78.)

(b) In order to expedite the movement of these intra-divisional runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1.50 for the trip.

Notwithstanding the above, crews who are required to make setouts and/or pickups at more than three locations, exclusive of setting out bad order cars from their train, will be permitted to eat with notification to the dispatcher. In the event these crews do not eat they will be allowed the \$1.50 allowance provided above.

SECTION V

Nothing herein contained shall be construed as modifying or amending any of the provisions of the Schedule Agreements between the Carrier and the UTU except as specifically provided herein.

SECTION VI

This Agreement shall become effective 12:01 AM, June 10, 1972, and remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Section I, Paragraph (c) of Intradivisional Agreement of June 9, 1972 modified as follows, effective March 1, 1973:

The present pertinent language reads as follows:

"Mileage will be equalized between the sides of the District weekly."

The application of the above sentence will be changed, and effective March 1, 1973, the mileage will be equalized between the sides of the District on the 10th, 20th and 30th of each month, the month of February being compensated for. At the expiration of each 10-day period mileage will be equalized between the sides of the District, i.e., Calwa and Richmond, so that there will be a variance of no more than two one-way trips. The one or two one-way trip variance will be added to the next 10-day period as a factor in determining proper equalization for the following 10-day period.

The parties also agree to permit the Carrier to deadhead home terminal crews to their distant terminal, out of sequence, without regard

ARTICLES 2 (p) and 3

to the two-to-one ratio, provided that this strategic deadheading is for the express purpose of equalizing mileage between the sides of the District. Under these circumstances the crew involved will be advised on call that they are being strategically deadheaded for mileage equalization purposes to avoid an unnecessary controversy.

ARTICLE 3

LOCAL FREIGHT SERVICE

(a) Albuquerque and former Arizona Division (except Ripley District as shown in paragraph [i]):

	Per Mile		Per Day
	1st 100	Over 100	
Conductor.....	\$.5996	\$.5345	\$59.96
Brakeman.....	.5510	.4949	55.10

Between Mojave and Bakersfield the following will apply:

	Per Mile		Per Day
	1st 100	Over 100	
Conductor.....	\$.6171	\$.5505	\$61.71
Brakeman.....	.5704	.5125	57.04

All overtime earned on any trip between Barstow and Bakersfield, whether in whole or in part on the territory between Mojave and Bakersfield, the overtime rate will be three-sixteenths of \$61.71 for the conductor and \$57.04 for brakemen for the entire trip; no change to be made in the present method of payment for overtime on trips exclusively between Barstow and Mojave.

The higher rates named will not apply for any short service performed between Kern Junction and Bakersfield, the dividing point being at a point one-half mile east of junction switch at Kern Junction.

SUNSET RAILWAY

	Per Mile		Per Day
	1st 100	Over 100	
Conductor.....	\$.5995	\$.5343	\$59.95
Brakeman.....	.5508	.4945	55.08

LOS ANGELES DIVISION SOUTH OF BARSTOW

	Per Mile		Per Day
	1st 100	Over 100	
Conductor.....	\$.5947	\$.5298	\$59.47
Brakeman.....	.5469	.4912	54.69

VALLEY DIVISION (Fresno and Stockton)

	Per Mile		Per Day
	1st 100	Over 100	
Conductor.....	\$.6042	\$.5387	\$60.42
Brakeman.....	.5521	.4970	55.21

VALLEY DIVISION NORTH OF BAKERSFIELD
(Other points)

	Per Mile		
	1st 100	Over 100	Per Day
Conductor.....	\$.5911	\$.5272	\$59.11
Brakeman.....	.5398	.4848	53.98

(b) CAR SCALE

(See Article 2(b) for applicable rates)

GUARANTEE

(c) Regularly assigned local freight employes who are ready for service the entire month and who do not lay off of their own accord will be guaranteed not less than one hundred (100) miles, or eight (8) hours, for each calendar working day, exclusive of overtime (this to include holidays). If, through act of Providence, it is impossible to perform regular service, guarantee does not apply.

(d) Local freight employes may be also used in any other service to complete guarantee when for any reason regular assignment is discontinued, but such service shall be paid for at schedule rates unless earnings from such rates would be less per day than would have been earned in regular assignment.

Local freight employes cannot be worked on their layover days to avoid payment for a holiday or other no-service day.

(e) Overtime shall be paid on the minute basis, at a rate per hour of three-sixteenths of the daily rate.

BASIC DAY

(f) One hundred miles or less, eight hours or less (straightaway or turnaround), shall constitute a day's work. Miles in excess of one hundred will be paid for at the mileage rates provided. On runs of one hundred (100) miles or less overtime will begin at the expiration of eight hours; on runs of over one hundred miles, overtime will begin when the time on duty exceeds the mileage run divided by 12½.

(g) Crew members on Gallup-Albuquerque local with home terminal at Gallup will be permitted to lay off at Albuquerque and relieved by extra employes from Albuquerque extra board. All permanent changes must be made at home terminal.

*(g)(1) Conductors and Brakemen assigned to the Grants Local when laying off will be required to mark up not less than twelve (12) hours prior to the call time.

*(g)(2) Conductors and Brakemen who bid in, displace on or are force assigned to vacancies of Conductor and Brakemen on the Grants Local and who later give up the assignment to go to the extra board or bid in another assigned job will be required to remain on the assignment they relinquished until the close of bids.

ARTICLE 3 (g)(3)

(g)(3) Conductor assigned to the Grants Local and goes on vacation his job will be advertised under Article 17(8) with the bids to close out the day before the start of the Vacation.

(From Letter Agreement of March 3, 1975)

OVERTIME

(h) On local freight assignments where actual miles run, including mileage of intermediate side trips and lapback trips, is one hundred (100) miles or less, overtime shall begin at the expiration of eight (8) hours; if the actual miles run, including mileage of intermediate side trips and lapback trips, exceed one hundred (100) miles, overtime shall begin when the time on duty exceeds the miles run divided by twelve and one-half (12 1/2); but in no case shall they receive less than the equivalent of the bulletined mileage of the assignment and in addition the mileage of intermediate side trips and lapback trips, if any.

The method of payment as herein provided shall not be construed as constituting a change in the mileage of assignments so as to require rebulletining of the assignment.

INTERPRETATIONS

Question 71: Where local freight crews work two portions of a calendar day, beginning, say, 8:00 p.m. one day and ending 4:00 a.m. following day, how does guarantee apply?

Decision: The guarantee is for the calendar working days of the month, including legal holidays. Trips commenced on one date and not completed until following date shall be treated as having been made on the date set for train to leave.

Question 72: What is meant by that portion of the article reading "...shall be paid for at schedule rates, unless earnings from such rates would be less than would have been earned in regular assignment?" In other words, if regular assignment covers 125 miles and they are used in through freight service (a) Should their earnings be computed on a through freight basis? (b) Must they be guaranteed not less than the equivalent of 125 miles at way-freight rates?

Decision: (a) Yes. (b) Yes.

Question 73: May excess miles over 100 per day be used to build up local freight guarantee if run is tied up on one or more holidays during the month?

Decision: No.

Question 77: Where an employe lays off of his own accord one or more working days of the month in which a holiday occurs, how shall he be paid?

Decision: He will lose the holidays of the month, provided he does not work on such holidays.

Question 80: May regularly assigned crews who are used in other service to complete guarantee be used without regard to first-in first-out rule applicable to other crews in the service in which used?

Decision: Yes; but crew should be kept on regular assignment as far as possible.

Question 84: If branch service is now mixed and is changed to exclusive passenger or exclusive freight, what rate shall apply?

Decision: Main line rates shall apply for the respective classes. If service is later changed to mixed service of the former character, its former specifications shall govern.

Question 85: What rates shall apply to conductors and trainmen where, under schedule provisions or accepted practices, engineers and firemen receive local freight rates?

Decision: Not less than local freight rates.

RIPLEY DISTRICT

(i) Ripley District: On assigned local freight run, conductor will be paid \$60.40 and brakeman \$55.34 for 100 miles or less, 8 hours or less, overtime at rate of 3/16 of daily rate for all time on duty, or held for duty, in excess of eight hours (computed on each run from the time required to report for duty to the end of that run) within nine consecutive hours, and also for all time in excess of nine hours computed continuously from time first required to report to final release at the end of the last run. Time shall be computed as continuous in all cases where the interval of release at any point does not exceed one hour. A monthly guarantee of \$1559.88 for conductor and \$1491.49 for brakeman to cover six days per week is provided, and assigned employes ready for service the entire month and who do not lay off of their own accord shall receive the monthly guarantee if earnings from daily rate, plus overtime, are less than such guarantee. Where regularly assigned employe lays off of his own accord or is held out of service, the extra employe will receive the same compensation the regular employe would have received had he remained on the run, the sum of the payments to the employe or employes who may be used on the run equaling the monthly guarantee.

The rate of pay, the 8-within-9-hour basis of payment, and the monthly guarantee above provided, are applicable only on one assigned run (either mixed or local) confined to service on the Ripley District. Where Ripley District assigned crew is used in emergency for service on Cadiz District, a minimum of 100 miles at former Arizona Division rates,

ARTICLE 3 and 4

according to class of service performed, will be allowed in addition to earnings on Ripley District, but time consumed on Cadiz District trip will be deducted in arriving at overtime which would otherwise accrue on Ripley District. Where service is performed on Ripley District by extra crew, former Arizona Division rates and rules will apply.

NOTE: It is understood that, with the exception of what is contained in paragraph (h) as above, all other provisions of the schedule are applicable.

ARTICLE 4

WORK, WRECK, CONSTRUCTION AND
SUPPLY TRAINS

(a) Albuquerque and former Arizona Division:

	Per Mile		Per Day
	1st 100	Over 100	
Conductor.....	\$.5984	\$.5316	\$59.84
Brakeman.....	.5489	.4918	54.89

Between Mojave and Bakersfield:

	Per Mile		Per Day
	1st 100	Over 100	
Conductor.....	\$.6190	\$.5525	\$61.90
Brakeman.....	.5725	.5148	57.25

All overtime earned between Barstow and Bakersfield, whether in whole or in part on the territory between Mojave and Bakersfield, the overtime rate will be three-sixteenths of \$61.90 for the conductor and \$57.25 for brakemen for the entire trip; no change to be made in the present method of payment for overtime on trips exclusively between Barstow and Mojave.

The higher rates named will not apply for any short service performed between Kern Junction and Bakersfield, the dividing point being at a point one-half mile east of junction switch at Kern Junction.

SUNSET RAILWAY

	Per Mile		Per Day
	1st 100	Over 100	
Conductor.....	\$.6005	\$.5350	\$60.05
Brakeman.....	.5525	.4958	55.25

LOS ANGELES DIVISION SOUTH OF BARSTOW

	Per Mile		Per Day
	1st 100	Over 100	
Conductor.....	\$.5974	\$.5325	\$59.74
Brakeman.....	.5439	.4879	54.39

VALLEY DIVISION NORTH OF BAKERSFIELD

	Per Mile		Per Day
	1st 100	Over 100	
Conductor.....	\$.5997	\$.5329	\$59.97
Brakeman.....	.5499	.4932	54.99

(b) CAR SCALE

(See Article 2(b) for applicable rates)

(c) One hundred miles or less, eight consecutive hours or less (straightaway or turnaround) to constitute a day. On runs of 100 miles or less overtime will begin at the expiration of eight hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by 12½. Overtime shall be paid for on a minute basis, at a rate per hour of three-sixteenths of the daily rate.

(d) Regularly assigned employes on work, wreck, construction, and supply trains who are ready for service the entire month and who do not lay off of their own accord will be guaranteed no less than one hundred miles or eight hours, for each calendar working day, exclusive of overtime (this to include legal holidays). If, through act of Providence, it is impossible to perform regular service, guarantee does not apply.

Employes performing work train service, being paid under work train rules and at work train rates of pay, will be paid not less than one minimum work train day for each calendar working day when held for such service and on which date no service is performed.

(e) Employes may also be used in any other service to complete guarantee when for any reason regular assignment is discontinued, but such service shall be paid for at schedule rates unless earnings from such rates would be less per day than would have been earned in regular assignment.

Employes cannot be worked on their layover days to avoid payment for a holiday or other no-service day.

(f) Work trains employed for six days or more will be assigned and bulletined for five (5) days, and if it is known beforehand that a work train will be on for more than one week, it will be advertised, if possible, in sufficient time to allow employes to bid on same and take the run at the time it goes on.

(g) If run is for one (1) week or less it will be considered temporary and will be manned by extra employes when available. However, this will not restrict using pool freight crew at outside points, where extra boards are not maintained, for a period of not to exceed two (2) days.

ARTICLE 4 (h)

(h) Extra employes on made-up crews on temporary work trains will be permitted to remain on same during temporary period regardless of first-in first-out rule. Senior available conductor cannot be displaced, during the seven (7) day period.

Extra employes in temporary work train service arriving at terminal where extra board is maintained on Saturday night will be relieved on request from temporary work train service and revert to former assignment.

NOTE: This paragraph will apply only to temporary work trains and will not be applied to assigned work trains. Vacancies on assigned work trains will rotate from the extra board each time the work train ties up at the terminal where the extra board is maintained.

(i)(1) Made-up extra train crews, if consist of a full crew, handling temporary work trains which are abandoned on arrival at the away-from-home terminal will be run if needed, in their respective turn, based on tie-up time, in pool service to their home terminal; if not needed, will be dead-headed to the home terminal. If not a full crew they will be deadheaded to home terminal.

(i)(2) In instances where the train line-up indicates that crews' services outlined in preceding paragraph are to be utilized and such crews are placed on the pool board but subsequently it develops through train consolidations their services are not needed, the made-up work train crew will be deadheaded to their home terminal regardless of their standing on pool board.

(j) Chain gang crews, when used, will be permitted to remain on temporary work trains unless they tie up at terminals, in which event the first-in first-out rule will apply, except as provided in paragraph (h) of Article 10.

(k) When a train crew has been in work train service, and the work train service is completed, the crew not immediately sent to a terminal, but is tied up at an outlying point after completion of such service, crew will be considered as going on duty and under pay at the end of eight hours from time of tie-up, unless some member of crew requires ten hours rest under rules governing the hours of service, in which case pay will begin at end of ten hours from time of tie-up. In case any commercial service has been required of crew before tie-up the time will be continuous, if tied up in less number of hours than ten (10).

(l) When called for work train service crew will be notified when called, if such fact is known at time of call, whether or not they will be tied up away from home.

(m) Crews handling supply trains will be paid work train rates regardless of the consist of the train.

(n) Crews handling exclusive supply trains will, if tied up between terminals, automatically go on duty and under pay twelve (12) hours from time tied up unless called for duty prior thereto.

(o) Employes deadheaded from terminal to outlying point for work train service, or from outlying point to terminal after having completed work train service, will be paid continuous time at work train rates if interval of time between deadhead trip and service trip is one hour and thirty minutes or less. If interval between the deadhead and service trip is in excess of one hour and thirty minutes, time will be computed separately, the service trip being paid for under this article, and the deadhead trip under Article 27.

(p) Crews in work train service will not be tied up where suitable accommodations for sleeping and eating are not available.

It is recognized that emergencies may arise where crew may be tied up at a point where such accommodations may not be entirely to crew's desire or where such accommodations may be a short distance from where crews tie up.

TRACK GEOMETRY TEST TRAIN

**(q) (From Memorandum of Agreement August 10, 1973)*

(q)(1) The Special Train will not exceed 5 cars consisting of test equipment and business cars, and when necessary to utilize steam generator equipment, it will be given a count as one of the 5 cars. Crew will not be required to switch or handle other cars. Caboose will not be used in operation of this Special Train.

(q)(2) The crew of a Special Train will consist of not less than an engineer, conductor and one brakeman.

(q)(3) Where yard contracts are in effect this service will be limited to the main line and TCS auxiliary tracks.

(q)(4) The Special Train will be in work train service, whether or not any testing is performed during a tour of duty, and rates of pay for that class of service will apply. Crews will be compensated for actual miles run or hours on duty, whichever is the greater with a minimum of 100 miles. (The intent of the preceding sentence is to reflect an understanding that Northern and Southern Division crews will be compensated on the same basis as under rules in effect on the Eastern, Western and Coast Lines.) All schedule rules governing the operation in temporary or regular work train service will apply except as specifically excepted herein.

ARTICLE 4(q)(4) Cont'd.

NOTE: Temporary service and service which is under bulletin, will be protected from the extra board. If extra board exhausted or is non-existent, the service will be protected from the source of supply which provides extra employe(s) for the specific territory.

Assigned or pool employes used in lieu of extra employes to protect the service will be compensated in accordance with existing "Make Whole" rules of their respective Agreements.

(q)(5) This agreement will not serve to establish any precedent.

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(r) When advertising work trains to tie up at convenient point, Carrier will include in bulletin a note reading as follows:

For the purpose of applying Sections 1 and 2 of Article II of the Agreement dated June 25, 1964, (tie-up point) is designated as the home terminal point for this assignment.

(s) A starting time will be designated for all regularly assigned work trains and such will be shown in bid bulletin advertising such assignments; however, Article 17(w) Item 4 will be applicable to such assignments.

SELF-PROPELLED MACHINES

+(t) The following shall govern the manning of self-propelled vehicles or machines by train service employes (conductors and brakemen) used in the maintenance, repair, construction or inspection work:

A conductor will be employed on on-rail self-propelled vehicles or machines when operating in main line territory, provided such machines are equipped with a drawbar and are operating under train orders.

NOTE 1: Self-propelled machines for the purpose of this Article means such equipment operated on rails.

NOTE 2: Drawbar means a device capable of being used in moving standard freight cars.

NOTE 3: Main-line territory means main line and branch lines in Road Territory outside of Switching limits but not spurs or the like.

NOTE 4: Train orders is used in the vernacular of trainmen as defined in the Operating Book of Rules.

(Paragraph identified by (+) was taken from National Agreement dated June 25, 1964.)

ARTICLE 5

ARTICLE 5

ROAD SWITCHER SERVICE

(a) Rates to be paid in Road Switcher Service.

	Per Mile		Per Day
	1st 100	Over 100	
Conductor.....	\$.6320	\$.5646	\$63.20
Brakeman.....	.5870	.5279	58.70

The overtime rate will be three-sixteenths of the daily rate.

(b) CAR SCALE

(See Article 2(b) for applicable rates)

(c) Assignments operating on a turnaround basis having a radius not to exceed 25 miles from terminal or tie-up point shall classify and be assigned as Road Switcher Service.

(d) Crew assigned to Road Switcher Service may be run in and out and through their regular assigned terminals without regard for rules defining completion of trips. Time to be computed continuously from time required to report for duty until released from duty at home terminal.

(e) Assignments shall be confined to a radius of 25 miles. One hundred (100) miles or less, eight (8) hours or less, to constitute a day.

(f) If crew operates in excess of 100 miles they shall be allowed the mileage actually operated at straight time rate or 100 miles and overtime after the expiration of eight (8) hours on duty, whichever is greater.

NOTE: This rule does not prohibit assignments in Road Switcher Service in excess of a radius of 25 miles arrived at by mutual consent between the Carrier and the General Chairman.

(g) Assignment to this service will be made by bulletining vacancies or new runs.

Bulletins shall specify terminal, limits of assignment, and time to commence service.

Spur tracks connecting to tracks that are within the specified limits of the road switcher assignment will be a part of the assignment.

(h) A crew required to go beyond limits of assignment will be allowed a minimum of one hundred (100) miles at the rate of the service performed for each time so used. Time thus consumed to be excluded in computing overtime worked on regular assignment. Should computation on continuous time basis from time first coming on duty until final release, pay more, continuous time will be allowed.

CONVERSION

(i) Through freight and local trainmen performing 1'45" or more station switching within the limits of a "Road Switcher Assignment" will convert to the Road Switcher Rate.

It is agreed the following will be governing in determining when road switcher rates of pay shall be applicable to crews in freight service on runs other than road switcher assignments:

(i)(1) Straight pickups and/or straight setouts where the cars picked up are first out on one or more tracks and the cars are set first out on one or more tracks is not station switching, except where car or cars are picked up at one point in a road switcher assignment and are moved to and set out at another point in the same road switcher assignment, the time consumed in the setout and pickup will be creditable to station switching.

NOTE 1: A straight setout where it is necessary to couple into and shove cars for clearance purposes on a setout track, is not station switching.

NOTE 2: The clearing of a crossing or the cutting of a crossing is not station switching.

(i)(2) Where one or more cars are to be set out, and in order to set car or cars on the setout track it is necessary to place same behind cars already on the track, that is station switching.

(i)(3) Where one or more cars are to be picked up that are standing behind other cars and it is necessary to make a switch in order to make the pickup, that is station switching.

(i)(4) Where no cars are either set out or picked up but the crew is required to take its engine and move or spot cars already at such station, that is station switching.

(i)(5) Running time between stations within a road switcher assignment will not be creditable to station switching.

(i)(6) Where setouts or pickups are involved in conjunction with conditions outlined in Items (2) and (3) above and at the same station the crew is also involved as to Item (1) above, the entire time devoted to work prescribed in Items (1), (2) and (3) at that station will be creditable to station switching.

(i)(7) Time involved in meeting or passing trains before station switching is commenced or after station switching is completed will not be creditable to station switching.

ARTICLE 5(i)(8)

(i)(8) Time involved waiting for cars from connections or waiting for cars being assembled by a road switcher assignment is not creditable to station switching.

(i)(9) Where the meal period is taken after the crew has been on duty five hours or more and where more than thirty minutes station switching as defined above is performed before the start of the meal period and more than thirty minutes station switching is performed after the meal period, the meal period will be creditable to station switching.

(i)(10) Time involved and paid as an arbitrary for initial and/or final terminal switching will not be creditable to station switching.

(i)(11) Time involved in claims for road switcher rates of pay under the conversion factors of Article 5, other than on bona fide road switcher assignments, will, on the "Delay Report" section of Form 827 Standard or on such other means of recording time as might be subsequently prescribed by the Company, be recorded in sequence in the following manner in order that the claims may be properly evaluated and processed:

Place	Time Began	Time Ended	Amount	Cause
A	11 AM	2 PM	3 hrs.	20" straight setout 50" switching 40" meals (12:10 PM- 12:50 PM) 40" straight pickup 30" let X-2634 by.

In the above example, 2'30" will be creditable to station switching.

(j) It is permissible to include in the bulletin covering a Road Switcher assignment one or more occasional trips outside of the limits of regular assignment which, if made, will be paid for on basis of being part of the assignment. Territory which extends beyond the regular limits of assignment will not be considered Road Switcher territory for road crews in the application of the conversion factor.

(k) Crews in Road Switcher Service will not be tied up where suitable accommodations for sleeping and eating are not available.

(l) Road switchers will not be assigned to work less than six days per week, except may be reduced to five days per week during week the following legal holidays occur (or if such holidays fall on Sunday, the day generally observed shall be considered the holiday):

ARTICLE 5(1) Cont'd.
and ARTICLE 6

New Year's Day	Labor Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving
Decoration Day	Christmas Eve
Fourth of July	Christmas

ARTICLE 6

MIXED SERVICE

(a) Albuquerque and former Arizona Divisions (except Ripley District as shown in paragraph [k])

	Per Mile		
	1st 100	Over 100	Per Day
Conductor.....	\$.5941	\$.5290	\$59.41
Brakeman.....	.5467	.4906	54.67

Between Mojave and Bakersfield

	Per Mile		
	1st 100	Over 100	Per Day
Conductor.....	\$.6174	\$.5505	\$61.74
Brakeman.....	.5707	.5126	57.07

All overtime earned on any trip between Barstow and Bakersfield, whether in whole or in part on the territory between Mojave and Bakersfield, the overtime rate will be three-sixteenths of \$61.74 for conductors and \$57.07 for brakemen for the entire trip; no change to be made in the present method of payment for overtime on trips exclusively between Barstow and Mojave.

The higher rates named will not apply for any short service performed between Kern Junction and Bakersfield, the dividing point being at a point one-half mile east of junction switch at Kern Junction.

SUNSET RAILWAY

	Per Mile		
	1st 100	Over 100	Per Day
Conductor.....	\$.6104	\$.5449	\$61.04
Baggagemen.....	.5517	.4951	55.17
Brakeman.....	.5515	.4947	55.15

LOS ANGELES DIVISION SOUTH OF BARSTOW

	Per Mile		
	1st 100	Over 100	Per Day
Conductor.....	\$.6152	\$.5489	\$61.52
Brakeman.....	.5529	.4968	55.29

VALLEY DIVISION NORTH OF BAKERSFIELD

	Per Mile		
	1st 100	Over 100	Per Day
Conductor.....	\$.6152	\$.5489	\$61.52
Brakeman.....	.5529	.4968	55.29

(b) CAR SCALE

(See Article 2(b) for applicable rates)

(c) One hundred miles or less, eight hours or less (straightaway or turnaround), shall constitute a day's work. Miles in excess of one hundred will be paid for at the mileage rates provided. On runs of one hundred miles or less overtime will begin at the expiration of eight hours; on runs of over one hundred miles overtime will begin when the time on duty exceeds the miles run divided by 12 1/2. Overtime shall be paid for on the minute basis, at a rate per hour of three-sixteenths of the daily rate.

(d) Regularly assigned mixed train service employes who are ready for service the entire month and who do not lay off of their own accord will be guaranteed not less than one hundred miles, or eight hours, for each calendar working day, exclusive of overtime (this to include legal holidays). If, through act of Providence, it is impossible to perform regular service, guarantee does not apply.

The guarantee in this article does not apply to the Albuquerque or former Arizona Division.

(e) Employes also may be used in any other service to complete guarantee when for any reason regular assignment is discontinued, but such service shall be paid for at schedule rates unless earnings from such rates would be less per day than would have been earned in regular assignment.

Employes coming under the guarantee provisions cannot be worked on their layover days to avoid payment for a holiday or other no-service day.

(f) Mixed service shall be considered a combination of freight and passenger in the same assignment; also trains of one or more each freight and passenger cars is mixed service. A box car cut in, in emergency, to be used as baggage car in passenger trains, would not make the train mixed. Trains of deadhead passenger cars, with cabooses, will not be regarded as mixed. Trains of solid express or mail cars, with or without cabooses, will not be regarded as mixed.

(g) Deadhead cabooses will be considered as freight equipment, except, a caboose or other rider car used by the crew in charge of a train of passenger equipment will not be considered a freight car.

(h) Employes in mixed service shall be required to wear uniforms only on that portion of the assignment which is exclusively passenger.

(i) Where brakemen required to handle express matter \$45.28 per month will be allowed for this service in addition to the regular salary.

ARTICLE 6(j)

(j) Interpretations under guarantees in Article 3 apply to guarantees in preceding paragraphs of this Article.

(k) RIPLEY DISTRICT: On assigned mixed run, conductors will be paid \$60.52 and brakemen will be paid \$55.43 for 100 miles or less, 8 hours or less, overtime at rate of 3/16 of daily rate for all time on duty, or held for duty, in excess of eight hours (computed on each run from the time required to report for duty to the end of that run) within nine consecutive hours, and also for all time in excess of nine hours computed continuously from time first required to report to final release at the end of the last run. Time shall be computed as continuous in all cases where the interval of release at any point does not exceed one hour. A monthly guarantee of \$1562.22 for conductors and \$1492.84 for brakemen to cover service six days per week is provided and assigned employees ready for service the entire month who do not lay off of their own accord shall receive the monthly guarantee if earnings from daily rate, plus overtime, are less than such guarantee. Where regularly assigned employee lays off of his own accord or is held out of service, the extra employee will receive the same compensation the regular employee would have received had he remained on the run, the sum of the payments to the employee or employees who may be used on the run equaling the monthly guarantee.

The rate of pay, the 8-within-9-hour basis of payment and the monthly guarantee above provided are applicable only on one assigned run (either mixed or local) confined to service on the Ripley District. Where Ripley District assigned crew is used in emergency for service on Cadiz District a minimum of 100 miles at former Arizona Division rates, according to class of service performed, will be allowed in addition to earnings on Ripley District but time consumed on Cadiz District will be deducted in arriving at overtime which would otherwise accrue on Ripley District. Where service is performed on Ripley District by extra crew, former Arizona Division rates and rules will apply.

NOTE: It is understood that, with the exception of what is contained in paragraph (k) as above, all other provisions of the schedule are applicable.

PASSENGER BOX CARS

(1)(1) Classification of System passenger box cars for pay purposes will be determined solely on the stenciling "In Passenger Service" or "In Freight Service."

(1)(2) "Foreign line cars" including Railway Express Agency equipment, Pacific Fruit Express equipment, and the like, the determination will be made on basis of how they are equipped at the time of movement, that is, when such cars are equipped with high speed trucks, air signal, and steam heat hoses, they will be classified for pay purposes as passenger equipment, irrespective of any stenciling that may appear thereon.

ARTICLE 6(1)(3)
and ARTICLES 7 and 8

(1)(3) Basic day and overtime rules applicable to the rates paid shall apply under these principles, but such payment shall not change the classification of the trains as passenger nor affect other rules in the Schedule.

(m) On mixed train assignments where actual miles run, including mileage of intermediate side trips and lapback trips, is one hundred (100) miles or less, overtime shall begin at the expiration of eight (8) hours; if the actual miles run, including mileage of intermediate side trips and lapback trips, exceeds one hundred (100) miles, overtime shall begin when the time on duty exceeds the miles run divided by twelve and one-half ($12\frac{1}{2}$); but in no case shall crew receive less than the equivalent of the bulletined mileage of the assignment and in addition the mileage of intermediate side trips and lapback trips, if any.

The method of payment as herein provided shall not be construed as constituting a change in the mileage of assignments so as to require re-bulletining of the assignment.

ARTICLE 7

DELAYS BETWEEN DISTRICT TERMINALS

Through unavoidable delays of more than twenty-four hours to trains between district terminals, pay will be allowed for the first twenty-four hours; thereafter, if mileage made is more than one hundred, actual mileage will be paid with a guarantee of one hundred miles per day.

EXAMPLE: Employe goes on duty at terminal A at 1:00 a.m., Monday, runs to B, 50 miles, in five hours, and is delayed account washout or other unavoidable delay until Noon Wednesday and runs to terminal C, 90 miles; pay five hours A to B, plus 24 hours 6:00 a.m. of Monday to 6:00 a.m. Tuesday, at pro rata rate, plus one day to 6:00 a.m. Wednesday, plus 100 miles B to C.

ARTICLE 8

BLOCKING RULE

At terminals where train or run begins and where yard engines are assigned and on duty, trains will be blocked by yard engines, in the order in which set-outs are to be made. This will not require cars to be blocked for individual industries. Cars which cannot be placed in proper block because of Bureau of Explosives, ICC or other Government regulations and/or operating safety requirements with respect to public, employes, equipment or lading are excepted.

If a train is not properly blocked at the terminal as outlined above the road crew required to switch or set-out car or cars out of

ARTICLE 8

Order will be paid for actual time consumed on a minute basis at pro rata yard rate with a minimum payment of 25 miles at the yard rate, separate and apart from all other earnings.

Road crew will not be required to block cars en route for set-outs beyond their run.

NOTE: If a car(s) is not blocked in the proper order but is set out with a car(s) in the proper blocking order without making a switch, this penalty will not apply.

(From Mediation Agreement A-8790 12-5-72)

CLARIFICATION OF THE APPLICATION OF ARTICLE 8, BLOCKING RULE

(a) In application of the first portion of the rule, i.e., setting out cars out of block, only one minimum 25 mile payment will be in order for any particular crew during their tour of duty or the accumulative time making all improper setouts, whichever is greater.

(b) A payment under the first paragraph of this clarification will not be a deterrent from collecting an additional 25 mile payment or accumulative time, whichever is greater, during their tour of duty under "the blocking cars en route for setouts beyond their run" portion of the rule.

(c) In application of the Paragraph 1 portion of the rule, the payment made to the road crew out of the originating terminal will not affect the propriety of allowing a similar payment to the subsequent crew required to set out improperly blocked cars from the particular train that was not properly blocked at the last terminal where yard engines are assigned and on duty.

(d) Hanging onto cars at the Carrier's direction would normally be considered blocking cars en route for setouts beyond their run, except, when hanging onto cars in order to make pickups for safety purposes, i.e., using those cars as idlers, which will not be considered as blocking cars per se.

Picking up cars while hanging onto other cars, which were already in the train ahead of the setout at that point, also would not be considered as blocking cars en route for setouts beyond the crew's run.

Hanging onto cars in making a pickup in order to comply with requirements of last sentence of the first paragraph of the rule also would not be considered as blocking cars en route for setouts beyond the crew's run.

(e) The payment due a crew for the Carrier's violation of the last portion of the rule, i.e., "Road crew will not be required to block cars en route for setouts beyond their run" will be in the same amount as the first portion of the rule, that is a minimum payment of 25 miles or accumulative time, whichever is greater.

ARTICLE 9

TIME SLIPS

(a) Time slips must be made out promptly at the end of each trip, according to schedule, and all necessary information noted thereon. If time claimed is not allowed due to time slip not being made out correctly time slips will not be returned, but undisputed part of time will be allowed and Centralized Timekeeping Bureau will notify the employe in writing the reason correction is necessary within thirty (30) days of date time slip received. The employe will be given opportunity to submit a corrected time slip and if this is done the corrected time slip must be received by Centralized Timekeeping Bureau within sixty (60) days from the date Centralized Timekeeping Bureau notified the employe the original time slip was not correct. A conductor, trainman, or yardman who is short \$25.00 or more in his pay, for service performed (including vacations), through no fault of his own, upon request will be given a time check covering the full amount of the shortage, less required deductions.

(b) Penalty time claims will be receipted for locally in the same manner as for accepting bids under the respective agreements. If not receipted for locally, the date received by Centralized Timekeeping Bureau will be controlling.

(c) All claims must be presented in writing by or on behalf of the employe involved to the officer of the Company authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim is based. Should any such claim be disallowed, other than covered in paragraph (a), the Carrier shall, within ninety (90) days from the date same is filed, notify the employe or his representative that the claim is declined and give the claimant the facts including a specific reason or reasons for such declination. (The Carrier reserves the right to present additional facts on claims that are appealed to highest designated officer to handle claims.) If not so notified the claim shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.

(d) If a disallowed claim is to be appealed, such appeal must be made within ninety (90) days from date of rejection, either by letter to the highest designated officer of the Carrier for handling time claims or be listed for informal conference with such officer.

When an informal conference is desired, request must be made within ninety (90) days from date of rejection and such conference will be scheduled by the Carrier to be held within sixty (60) days of the date request is received by the Carrier, which may be extended by mutual agreement. Settlements made on claims in informal conference will not be used by either party as a precedent and are not to be referred to by

ARTICLE 9(d) Cont'd.

either party. The results of individual claim handling during informal conferences will be provided in writing by the Carrier to the General Chairman within ten (10) days after completion of this conference.

Claims not disposed of in the informal conference may be appealed to the highest designated officer of the Carrier, provided the appeal is made within ninety (90) days of receipt of the informal conference letter of disposition. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employes as to other similar claims.

(e) Claims appealed to the highest officer designated by the Carrier to handle such claims must be paid or denied by that officer with specific reasons for the declination within ninety (90) days from the date of the appeal. If not so notified, the claim will be considered valid and will be settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.

(f) Decision by the highest officer designated by the Carrier to handle claims shall be final and binding unless within one (1) year from the date of said officer's decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employe or his duly authorized representative and such officer is so notified. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employes as to other similar claims. It is understood, however, that the parties may by agreement in any particular case extend the one-year period herein referred to.

NOTE: (1) Should the General Chairman desire a conference with respect to specific claims after receipt of the decision of the highest officer with respect thereto, he shall notify such highest officer within thirty (30) days of the date of such decision, in which event the one-year period with respect to such claims shall not commence to run until the date of the decision of the highest officer following such conference.

NOTE: (2) Upon notification from the General Chairman to the highest officer within such one-year period that he has requested International assistance with respect to specific claims, the one-year period with respect to such claims shall be extended for not more than an additional six months.

(g) All rights of a claimant or crew involved in continuing alleged violations of agreements shall under this Agreement be fully protected by continuing to file a claim for each occurrence (or tour of duty) up to the time when such claim is disallowed by the first officer of the Carrier.

(g) (1) It is recognized that a claim must be filed and progressed for each crew or individual for each principle involved in the dispute under the interpretation of agreement.

(g) (2) The recurring claim principle is recognized to be a situation where the alleged violation occurs at least once in each two calendar weeks.

(g) (3) Extra employes will be protected the same as regularly assigned employes. That is to mean that an extra employe who stood for disputed service or works a vacancy where an alleged violation is involved, other than as a member of a crew, will only need to submit and have progressed one claim and all subsequent claims of the kind will be protected thereby, providing claim is thereafter filed for each such occurrence. Where a crew is involved in the alleged violation, all members of the crew, either assigned or extra, will be protected by the claim of the conductor or engine foreman.

(h) This agreement recognizes the right of the accredited representatives of the Organization, party hereto, to file and prosecute claims for and on behalf of the employes they represent.

Where the local chairman presents a time claim in behalf of individuals, or crews, he will be provided with a copy of the notice to the individual or individuals in the event the claim is not allowed as presented.

(i) This agreement shall be applicable to time claims only.

This agreement does not apply to grievances or to discipline cases.

(j) When overpayments have been made to employes, no deduction shall be made to cover the overpayments beyond sixty days prior to the date of advice to the individual, with copy to Local Chairman representing the class of employes involved, with respect to deduction to be made.

(k) When there is a discrepancy as between time as claimed on time slip and proper allowance, payment will be allowed on current payroll to cover the amount concerning which no question exists and advice will be given claimant as to correction made.

(l) When a claim for compensation, which has been appealed by the General Chairman and handled in accordance with the provisions of this agreement, is allowed, the party receiving payment, and his General Chairman, will be advised in writing of the amount involved and payroll on which payment will be made.

(m) Back pay resulting from wage increases, and reinstatements with pay for time lost, will be paid by checks separate and apart from regular payroll checks.

ARTICLE 9(n)(1)

PILOT-RIDER

(n)(1) The Carrier and the United Transportation Union (CT&Y) will agree, insofar as possible, on certain like or repeater claims as riders on one or more pilot claims to either be resolved in conference by the parties or submitted to Public Law Board. Both parties will accept and be governed by the settlement or Board Awards with respect to the pilot and rider claims but are not obligated to dispose of future claims on the basis of such Awards if any are palpably erroneous or do not follow the agreement rule(s).

(n)(2) The Carrier and the United Transportation Union (CT&Y) will, as far as possible, agree on "continuing claims" and one or more pilot claims on which the other claims will ride. It will not be necessary for the General Chairman to appeal the rider claims but such claims must be timely filed with the Centralized Timekeeping Bureau and the declinations retained by the Organization. The Organization will furnish a list which will contain claimant's name, date of claim and Centralized Timekeeping Bureau file number of subsequent rider claims to the highest designated officer of the Carrier for handling time claims, on or about every sixty days. It is not the intention that the sixty days serve as a basis for alleged time claim violation and in supplying a list of claims to the Carrier, the Organization will not have to repeat listings that were already forwarded at an earlier date. Only additional claims with names, dates and file numbers will be sent for each subsequent period. The pilot claims can be resolved either by conference between the parties or a Public Law Board. In either case, both parties will observe the settlement or Award for the claims listed, but as in No. 1 above, are not obligated beyond the immediate claims.

(n)(3) The Carrier and the United Transportation Union (CT&Y) will make a special effort to resolve issues and interpretations of the various Agreement rules over which the greatest volume of claims are pending. It is understood that to accomplish this goal, the utmost cooperation of the parties will be required and a "give and take" attitude must prevail.

(n)(4) All claims on the rider list must be handled by the Organization in accordance with the time limit provisions, i.e., within the 90 days specified from the date of declination by Centralized Timekeeping Bureau. It will not be necessary to "conference" any claims listed as "riders". The Carrier will then have 90 days from date of the Organization's letter within which to review the list in order to determine whether or not any exceptions will be taken to particular claims included as riders on a specific pilot case. If no exception is taken within this time limit, the entire list will be considered as riders.

(n)(5) The Organization will be notified in writing of any claims the Carrier feels cannot be included as riders on a particular pilot claim, and the Organization will then have 90 days from the date of the Carrier's letter of notification to handle such claims through the regular appeal channels.

(n)(6) This Agreement does not prohibit the Organization from utilizing the time limit on claims rule, as it now exists, instead of this Agreement, if desired by the General Chairman on any particular claim or claims. (From Agreement May 10, 1977)

ARTICLE 10

ASSIGNED DISTRICTS
FIRST-IN FIRST-OUT
RUNAROUNDS

(a) Crews run off regularly assigned working district onto adjoining district or districts will be returned deadhead to their district terminal on the first available train that is ordinarily used for dead-heading purposes, except can be worked in their proper turn with respect to other foreign district crews if home district crews are not available or cannot be made available.

(b)(1) Except in case of emergency, crews in unassigned freight service will not be run off of assigned working district when extra employes are available for service.

(b)(2) When it becomes necessary to call a brakeman to perform yard service, because of no yardmen being available, the extra brakeman standing first out on the brakemen's extra board will be used and retain his position on the brakemen's extra board (first out) after he has had eight hours rest. If this same extra brakeman is again called to perform yard service, because of no yardmen available, before making trip in road service he will be placed at the foot of the brakemen's extra board after completing the second shift in yard service.

(From Agreement March 8, 1940)

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**At SAN BERNARDINO, effective December 16, 1971, it is agreed that extra board brakemen used in yard service will be placed first out on the Brakemen's Extra Board when rested provided the individual brakeman requests to be so handled.*

Request will be made at time of tie up by notation on the extra brakemen's register sheet "first out after eight (8) hours or ten (10) hours when so required by Hours of Service Law".

This Agreement may be cancelled on ten (10) days written notice by either party.

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ARTICLE 10(c)(1)

(c)(1) Chain gang pool freight crews will protect unassigned service, except as otherwise provided below, on a first-in, first-out basis.

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*(c)(2)(a) San Bernardino Valley and Hill pool crews will not be used on turnaround trips out of the home terminal, such service to be performed by extra crews. It is understood that in the event an extra crew is called for a turnaround job and the necessity subsequently develops for running the crew through to the opposing terminal it is permissible to use the extra crew out of the opposing terminal in their turn in pool freight service. (As amended January 15, 1968 and April 14, 1972)

(c)(2)(b) Employees assigned to pool service at Gallup will not be used on turnaround trips short of the distant terminal out of Gallup, such service to be performed by extra board employees. This understanding is not to apply when employees are to be used under Article 44(h) of the Agreement.

In the event an extra employe is called for a turnaround job and the necessity subsequently develops for running the crew through to the opposing terminal, it would then be permissible to use the extra employes out of the opposing terminal in their turn in pool service.

(From Agreements dated October 1, 1961 and January 2, 1962)

*(c)(3) Unassigned turns out of Los Angeles to Rivera shall be protected by crews from the Los Angeles extra boards in lieu of San Bernardino pool turns.

*(c)(4) Crews making trips on the Fresno Interurban run will, upon their return to the terminal, be marked up ahead of other crews who arrived and tied up at the terminal subsequent to the on duty time of the Fresno Interurban run.

*(c)(5) Crews will not be required to work the Fresno Interurban run more than one trip before having made a trip to Riverbank and return except under the provisions of paragraph (g) of Article 2. Should crews be required to make two trips on the Interurban run under the requirements of paragraph (g) of Article 2, the provisions of paragraph (4) above will be applicable.

*(c)(6) Paragraphs (4) and (5) above apply to pool crews and do not apply to an extra employe who protects vacancy on pool crew called for service on Fresno Interurban run.

Interpretation: If Interurban trip is called for 2:00 a.m., any crew who arrives and ties up after 2:00 a.m. will be marked up behind the crew protecting the interurban trip. Crews arriving and tying up prior to 2:00 a.m. would stand ahead of the crew used on the Interurban run.

*(c)(7) In connection with the handling of First District,
Albuquerque Division, short pools it is understood:

1. A sufficient number of pool freight turns to be designated by the Local Chairman and Management will be established to be known as short pools.
2. If there is a demand for a short pool and there is not a rested short pool crew available, service will be protected by a made up crew consisting of an extra conductor and two extra brakemen. Extra brakemen must be available in pairs. When an extra conductor is not available, first out long pool board conductor will be used. When two extra brakemen are not available, first out long pool board brakemen's turn will be used.
3. Penalty claims will not be entertained if a crew in the short pool, after called for a trip to Albuquerque, are instructed to work into Belen.
4. Penalty claims will not be entertained if a crew in the long pool, after called for a trip to Belen, are instructed to work into Albuquerque.
5. Pool crews handled under paragraphs 3 and 4 will take their turn on the pool board as per their arrival at Belen/Albuquerque and will be used in turn out of either of these terminals for the return trip to Gallup.
6. This Agreement will not prohibit deadheading crews in pool freight service from Belen to Albuquerque or Albuquerque to Belen at the discretion of the Company.
(From Agreement dated February 18, 1972, revised November 5, 1973)

*(c)(8)(a) Second District pool crews and/or extra employes used out of Winslow in short turnaround pool freight service between Winslow and Cheto, inclusive, will upon arrival and tie-up at Winslow, be placed first out on their respective boards, pool or extra, at Winslow after the expiration of eight (8) hours' rest, or after ten (10) hours' rest, if such is legally required.

*NOTE: Employes used in such service will advise crew clerk on arrival Winslow that they were called for short turn and stand to be marked up as outlined herein.

ARTICLE 10(c)(8) Cont'd.

*(c)(8)(b) Short turnaround service on Second District, Albuquerque Division, to points east of, but not including, Penzance and short of Gallup:

1. A sufficient number of pool freight turns, to be designated by the Local Chairmen and The Atchison, Topeka and Santa Fe Railway Company, will be established to protect all turnaround service out of Winslow on the Second District for points east of, but not including, Penzance and short of Gallup and will be known as "short pools".
2. The short pool arriving Winslow after completing a turnaround trip called on Friday will be marked up first-out on the big pool board after 10 hours from tie-up from such trip and will be permitted to make one trip to Gallup.

It will be the responsibility of the conductor and brakemen involved and the UTU to furnish the crew clerk with the proper information in writing as to when they should be placed on the board and to assist in keeping the employes in the proper place on the board so that the Company will not be penalized or presented with time claims as a result of this agreement.

3. If short pool crew is not available when there is a demand for a short pool crew, service will be protected by extra board conductors and brakemen. There may be times when extra boards are depleted or are short, and it is understood it will be the Company's prerogative to use big pool crews to protect this work when in its judgment utilization of manpower would be best served.
4. Penalty claims will not be entertained if a through freight pool, after called, is instructed to enter turnaround service.
5. Penalty claims will not be entertained if a short pool, after called, is instructed to run through to the away-from-home terminal at Gallup.
6. Short pools handled under Paragraph 5 will take their turn on the board at Gallup as per their arrival at Gallup.
(From Agreements dated February 10, 1976, May 25, 1964 and December 23, 1963)

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*(c)(9) For handling work short of Seligman on the Third District of the Albuquerque Division, the following shall apply:

1. A sufficient number of pool freight turns to be designated by the Local Chairmen and the Management will be established to be known as short pools.
2. Short pools will perform all work (except that presently accruing to the extra board) short of Seligman.
3. Paragraph (h) of Article 44 will continue to apply to relieving crews tied up en route under the hours of service law, except short pools will be called out of the home terminal to relieve short pools if available. If short pools are not available, then crew on short pool will be relieved by extra brakemen.
4. If there is a demand for a short pool and one is not available, service will be protected by extra brakemen from the Winslow extra board.
5. (a) Penalty claims will not be entertained if a through freight pool, after called, was instructed to enter short turnaround service.

(b) Penalty claims will not be entertained if a short pool, after called, was instructed to run through to the away-from-home terminal of Seligman.
6. Short pools handled under paragraph 5(b) will take their turn on the board as per their arrival at Seligman.
(From Agreement of December 17, 1969.)

*On April 15, 1970, it was agreed the following amendments would be added to the January 1, 1970 Agreement:

1. The two crews arriving in Winslow from Ash Fork on Sunday would reverse position, one with the other, when called at Winslow on Monday.
2. The two crews arriving in Winslow from Ash Fork on Monday will reverse positions, one with the other, when called at Winslow on Tuesday.
3. A written message must be given by both crews involved to the crew dispatcher when they arrive in Winslow on Sunday and Monday stating that they will exchange positions on turns called the following day. Written messages not submitted by the crew on their arrival will not be accepted thereafter.
4. If one of the short turn pools makes a side trip on the Grand Canyon District and is run around by another short turn pool, the crews will be marked up on the Winslow

ARTICLE 10(c)(9)4 Cont'd.

board in the turn in which they departed Winslow the previous day. Crews runarround under this paragraph must file a written message with the crew dispatcher on their return to Winslow in order to receive their proper turn.

5. No penalty claims will be entertained by the Company or by Local UTU in connection with the working of this agreement.

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* (c) (10) When extra employes are called out of Needles and make short trips of 100 miles or less in freight, or 150 miles or less in passenger service, exclusive of terminal time, they will stand first out after eight (8) hours' rest period. It being understood that this would not prevent their being used before eight hours after arrival if their turn became first out, and further that other employes who had arrived at Needles ahead of such employes would not be entitled to runarounds under paragraph (g) of this Article 10.

* (c) (11) All short turnarounds out of Needles will be protected by extra board employes, except crews called to protect dog-catch service, such to be protected by pool freight employes.

When pool freight employes, regularly assigned to either the Needles or Kingman District, are called and used for turnaround service out of Needles, they will stand first-out after eight (8) hours rest period. It being understood that this would not prevent their being used before eight (8) hours after arrival if their turn becomes first-out, and further, that other pool employes who had arrived at terminal ahead of such employes would not be entitled to runarround under the provisions of Article 10 of this Agreement. *(From Agreements dated October 23, 1971 and August 23, 1971) (See Article 44(h))*

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* (c) (12) All unassigned turnaround service out of Calwa will be protected from the conductors' and brakemen's extra boards except that pool crews will be used to relieve pool crews who have tied up en route under the hours of service, unless otherwise provided (i.e., pool crews in intradivisional service).

(From Agreement dated September 23, 1974)

When first district pool crews at Bakersfield are called for turnaround service out of that point, they will take their standing behind the crews that are in the terminal as of the time of the call for turnaround service. The crew called for turnaround service will stand ahead of any incoming crew that has not tied up at the call of the turnaround crew. In the event that two crews are called for two different turnaround services they will retain their original standing in the pool in respect to each other, on their arrival back at the Bakersfield terminal. In the event a crew returning from turnaround service has insufficient time to work under the hours of service law, and is run around at Bakersfield, the distant terminal, they will regain their original position upon their arrival at the home terminal.

ARTICLE 10(c)(12) Cont'd.

In the event a crew returning from turnaround service is not used account previous duty and is run around at Bakersfield, there will be no penalty for the runaround even though the trip is made in the same or less time than the crew has to their credit. *(See Article 44(h))*

*(c)(13)(a) When extra employes are called out of Bakersfield and make short trips on which the earnings are 100 miles or less, exclusive of terminal time, they will stand first out after eight (8) hours' rest period. It is understood that this will not prevent their being used before eight hours after arrival if their turn becomes first out, and further, that other employes who had arrived at Bakersfield ahead of such trainmen will not be entitled to runarounds under paragraph (g) of Article 10 of this Agreement.

It is further understood that extra employes under the above will either notify the crew clerk or make a notation in the swing book that they stand to be marked up first out after eight hours from their arrival, and failing to do so, will be used in their regular turn. *(From Agreements dated August 18, 1970)*

*(c)(13)(b) Pool freight crews called for turnaround service out of Bakersfield or Barstow will stand first-out after eight (8) hours from tie up at completion of this service.

Pool crews called for turnaround service, and coming under this proposal, will notify the crew clerk when they tie up that they stand to be marked up first-out after eight hours from their tie up.

This will not prohibit the crew from being used prior to the expiration of eight hours if their turn becomes first-out and they have time under the hours of service law to make the trip. Also other pool crews will not be entitled to a runaround because of a crew being placed first out under this proposal.

(From Agreement dated October 7, 1969, and August 28, 1975.)

*(c)(14) Employes working out of Needles in pool freight service will stand first-out after eight (8) hours at the home terminal or away-from-home-terminal after having completed a trip in turnaround service.

If a crew used in turnaround service becomes first-out prior to the expiration of the eight (8) hour period, they will be run in turn if possible under the hours of service law.

Other crews run around because of a crew being placed first-out after eight (8) hours will not be entitled to a runaround under the provisions of this Article 10.

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Article 10(c)(15)

* (c)(15) Crews making a short turn out of the away-from-home terminal of Gallup, New Mexico, on the Second District, and Seligman, Arizona, on the Third District, will be placed first out after the expiration of 8 hours or 10 hours, whichever hours of service may require. This would not prevent the crew from being called sooner than 8 hours if their turn worked up to first out and Chief Dispatcher will take them without being fully rested. Except in emergency, crews will not be called for more than one short turn out of the away from home terminal. It will be the responsibility of the crew involved to notify the crew clerk in writing upon arrival that they have made a short turn, their tie up time, and when they go first out. This agreement does not apply to engine crews or extra board train crews manning temporary work trains.

(From Agreement dated December 28, 1977)

(d)(1) Except as provided below and in Article 1(bb), Article 4(i), Article 17(i), and Article 41, extra employes will run first-in first-out. Vacancies will be filled from the extra board and shall rotate until the close of bids. At the expiration of 10 days the vacancy will be bulletined in accordance with Article 17(q).

(d)(2) NEEDLES: Extra employes who are not restricted protecting Trains 1 and 2 Needles to Barstow, or any passenger assignment between Needles and Los Angeles, when they return to Needles will take a turn first out on the board after eight hours from their arrival but will not be called for another assignment to Los Angeles, or protect Train No. 1 to Barstow for their next trip. It is understood that in case of emergency such employes may be used before the eight hours have expired in accordance with the hours of service. Also that such employe will be used in turn if he stands to depart before expiration of eight hours.

Extra employes who are restricted to passenger are to be handled in the same manner, except they may be called to protect second assignment to Los Angeles, or to protect Train No. 1 to Barstow for second successive time. It being understood that they will not be placed first out after eight hours if they protect two successive assignments into Los Angeles or Barstow.

NOTE: Extra trainmen used as an emergency conductor in such instances will be handled the same as if they had made the trip as a trainman.

* (d)(3) Extra trainmen missing a call for a Needles-Los Angeles or Needles-Barstow passenger assignment will be marked up on the extra board behind the extra trainman who worked the assignment.

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(d)(4)(a) If and when an employe is restricted to passenger work, or has been previously restricted to passenger and is later unable to hold a regular passenger assignment, he cannot work from the extra board in contravention of schedule provisions until he has secured concurrence through either the UTU General Chairman, or the UTU Local Chairman at the terminal involved.

(d)(4)(b) Employes so restricted and working off of an extra board must bid in regular passenger assignments if their seniority will entitle them to such and failing to bid thereon will be automatically assigned. In event two such employes are on extra board and no bids are received, or bids from employes junior to the two passenger only employes, the senior of the two passenger only employes will be assigned. Furthermore, a passenger only employe displaced must displace any junior employe holding a passenger assignment out of his terminal.

(d)(4)(c) Employes restricted to passenger only working off extra board without approval as outlined above must go to foot of the board when they fail to protect assignments from the board in accordance with their standings.

(d)(4)(d) To prevent passenger only employes working off extra board in accordance with paragraph (a), (b), and (c) from making excessive mileage over those not so restricted, mileage agreements may be set up by agreement at local terminals.

(d)(4)(e) Employes restricted to through freight only, and working off of an extra board, must bid in through freight assignments if their seniority will entitle them to such and failing to bid thereon will be automatically assigned. In the event two or more such employes are on an extra board and no bids are received, or bids from employes junior to the aforementioned restricted employes, the junior restricted employe will be assigned first. If there is more than one opening, all restricted employes will be assigned. Furthermore, an employe so restricted who is displaced must displace any junior employe working out of this terminal.

ARTICLE 10(d)(5)

(d)(5) When an extra trainman is called from the Winslow board to protect turns as described in Article 10(C-8) he will be handled in accordance with such paragraph providing he advises crew clerk accordingly.

(d)(6) An extra employe sent to fill a vacancy on assignment tying up at an outside point will be required to protect such vacancy for six (6) calendar days, unless relieved prior thereto by the regularly assigned employe, whose vacancy he is filling, reporting for service, or if conductor's vacancy filled by an emergency employe, by an extra conductor. An extra employe who has filled an assignment tying up at an outside point for six (6) calendar days or more will, upon request, be relieved; however, should layover day occur on the sixth (6th) calendar day, such employe will, upon request, be relieved of the vacancy at the conclusion of the trip commenced the fifth (5th) calendar day. No employe will be relieved unless an extra employe is available from the proper extra board and request is made through officer for relief at outside points.

Under the provisions of above rule, extra employes will be allowed deadhead mileage to outside assignments. However, if employes request relief as provided above they will not be allowed deadhead mileage returning to extra board.

NOTE: Exclusion, conductors see Article 17(r)

Outside vacancies are subject to provisions of Article 17(q) and employes above referred to will be subject to be relieved when vacancy filled in line therewith. *(See Appendix J)*

NOTE: In the event an extra trainman sent to fill a vacancy on assignment tying up at an outside point is subsequently used as an emergency conductor at that point, the combined service as brakeman and conductor will count toward the six (6) calendar day feature provided herein. The extra trainman if relieved by the regular conductor before the 6-day period, will not return to the brakeman's assignment for which originally called, and will be relieved.

(Extra Conductors, refer to Article 20[a])

(d)(7)(a) Where an extra employe is used in freight service and deadheads from away-from-home terminal to home terminal on passenger train for his own convenience, with turn following on some freight train, such employes are to be marked up on extra board at home terminal as per time of arrival instead of time of arrival of turn.

(d)(7)(b) Extra passenger conductors working or deadheading to home terminal from the away-from-home terminal on the same train will take their turn at the home terminal the same as they stood at the away-from-home terminal with respect to each other.

ARTICLE 10(d)(8)

(d)(8) When a promoted trainman working from the brakemen's extra board marks up on a vacancy as conductor, he loses his standing on the brakemen's board and when, by displacement or otherwise, he reverts back to brakemen's board he takes his position in line with Article 17(f-1).

(e)(1) Extra employe holding the turn of a regular employe when relieved will be marked up on the extra board in turn as per his arrival unless other employes arriving behind him have gotten out between the time of his arrival and the time relieved from the assignment, in which case he will be marked as first out.

(e)(2) Should a regular assigned employe, who arrives at his home terminal with an extra trainman be subsequently displaced, he will revert to the extra board behind the extra trainman.

(e)(3) If two regularly assigned brakemen give up an outside assignment at the same time and after bids close a newly assigned employe reports for the job, the senior employe who had given up assignment should be relieved first.

(e)(4) Extra employes will not be required to protect more than one vacancy at an outlying point.

(e)(5) Employes displaced on their layover day will not be placed on the extra board until notified of displacement.

*(e)(6) Conductors working on Third District Albuquerque Division Conductor's Extra Board between Winslow and Seligman who are called and used for turnaround service between Winslow and Williams Junction, will stand first out at Winslow after eight (8) hours of rest or after ten (10) hours of rest if legally required.

Conductors runaround for the purpose of complying with the provisions of this agreement shall not be entitled to a runaround under the terms of Article 10.

It is understood that conductors entitled to be marked up first out after eight hours after having been used in turnaround service will notify the crew clerk in writing to this effect.

Conductors working on the Second District Albuquerque Division Conductor's Extra Board between Winslow and Gallup who are called and used for turnaround service between Winslow and Cheto, will stand first out at Winslow after eight (8) hours of rest or after ten (10) hours of rest if legally required.

Conductors runaround for the purpose of complying with the provisions of this agreement shall not be entitled to a runaround under the terms of Article 10.

ARTICLE 10(e) Cont'd.

It is understood that conductors entitled to be marked up first out after eight hours after having been used in turnaround service will notify the crew clerks in writing to this effect.

(From Agreements dated February 10, 1976)

*(e)(7) When extra brakemen are called from the Gallup extra board for service west of McCarty, inclusive, and where the mileage has not exceeded 150 miles, will, upon arrival and tie up at Gallup, be placed first out on the extra board after eight (8) hours from tie up in the same order, when called for service.

It is understood that this will not prevent them being used before eight (8) hours after arrival if their turn becomes first out, and further, that other trainmen who had arrived at Gallup ahead of such trainmen will not be entitled to runarounds under Article 10(g).

It is further understood that extra trainmen will advise the crew clerk in writing when they come under the provisions of the above.

(From Agreement of January 2, 1975)

(f)(1) An extra employe who lays off, or misses a call, will not be marked on the board for twelve (12) hours from the time he lays off or misses a call. If an extra employe misses a call for an outlying assignment or lays off, brakemen laying off, except at Richmond, less than four hours in advance of the time his turn is called, and his turn is used on an outlying assignment, must remain off the extra board for 12 hours and when reporting, if the vacancy on the outside assignment still exists, must either go to that assignment or remain off the board until the extra employe sent in his place returns to the extra board. Any deadheading in either direction is to be without expense to the Company, the deadhead to be paid to the employe he relieves.

*Interpretation: When a brakeman lays off more than four hours in advance of the time his turn is called, he will not be required to relieve the employe taking his turn even though it is for an outlying assignment. If he lays off less than four hours in advance of the time his turn is called and the turn is used on a vacancy on an outlying assignment, he will be required when reporting for duty to relieve the employe protecting such outlying assignment if he reports for work before the vacancy that his turn stood to catch has been completed, without expense to the Company for his deadhead in either direction.

*EXAMPLE: If an extra brakeman lays off at 4:00 p.m., or prior thereto, and his turn, which stands to be called on duty at 8:00 p.m. is for an outlying assignment, he will not be required to relieve the employe protecting the outlying assignment; however, if he lays off subsequent to 4:00 p.m., he will be required to protect the outside vacancy.

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ARTICLE 10(f)(1) Cont'd.

*When an extra board brakeman at Calwa lays off or misses a call four (4) hours ahead of the call for the assignment for which he stood, he will be held off the brakemen's board for twenty-four (24) hours.

*If the call is for a local assignment with home terminal Calwa, and the assignment is away from the home terminal for more than twenty-four (24) hours, he will not be marked up again until the brakeman that filled the assignment returns to the home terminal, at which time he will be marked up following the employe that filled the vacancy.

*If the call is for an outlying assignment or he lays off less than four (4) hours in advance of the time his turn is called and his turn is used on an outlying assignment, he will be held off the extra board for twenty-four (24) hours, and when reporting, if the vacancy on the outside assignment still exists, must either go to that assignment or remain off the extra board until the extra board brakeman sent in his place returns to the extra board.

*Any deadheading in either direction is to be without expense to the Company, the deadhead to be paid to the brakeman he relieves.

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*(f)(2) Paragraph (f)(1) is applicable when an extra brakeman takes his uniform out of service on call but is not applicable when an extra brakeman gives proper notice that he is taking his uniform out of service prior to being called.

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(f)(3) At Winslow and (Needles) only, an extra trainman must take his uniform out of service upon his arrival at home terminal, after which it will remain out until his next arrival at home terminal. Unless specifically authorized by the Trainmaster, a Needles extra trainman will be permitted to take his uniform out of service only once in each calendar month. When uniform is to be taken out of service, notice must be given on arrival at Needles and will be limited to one trip. Failure to handle in this manner will result in the provisions of paragraph (f)-(1) being applicable to such trainman missing his proper turn for service off the extra board. An extra trainman must take his uniform out of service at the time he ties up at his home terminal and not at a later time after arrival. Also, in the event his uniform is still not available on his next arrival at his home terminal, he will have to again take his uniform out of service at the time of his arrival.

(f)(4) When two extra brakemen are called off of extra board to fill the same outside assignment on same date and after being on assignment a regular employe reports, the senior employe will be relieved.

ARTICLE 10(f)(5)

*(f)(5) Paragraph (f)(1) is applicable to the San Bernardino-Los Angeles freight assignment and Needles-Los Angeles brakemen passenger assignment, that is to say such assignment are to be in the same category as an outside assignment in the application of this rule.

*(f)(6) Applicable at Needles only--Extra brakeman missing or laying off on a call for a vacancy on a Needles to Los Angeles passenger assignment will not be permitted to work as brakeman until vacancy which he missed returns to Needles, and if still on brakemen's extra board, will be marked last out following the employe who filled the vacancy. While so held, he will be permitted to bid on advertised assignments and be assigned if senior bidder, but will not be permitted to work such assignment until vacancy on the Needles to Los Angeles passenger assignment returns to Needles.

*(g)(1) Employes in pool freight and unassigned service, and extra employes, will be called first-in first-out except:

*(a) MOJAVE DISTRICT-VALLEY DIVISION

(1) Crews will be established as a unit at the home terminal.

(2) Crews arriving at away from home terminal with one of the brakemen having excessive previous duty which would prevent him from making return trip, the numbered pool crew will be used in its turn filling the vacancy of the brakeman having excessive previous duty by brakeman standing behind that has time to make trip. (Also applicable to conductor)

(3) Upon returning to the home terminal the entire crew will return to their original position on their numbered pool.

(4) In the event that during the trip the runaround enroute rule comes into play the crew involved will be handled in accordance to pool number and not by conductor/brakeman-brakemen holding temporary position on that particular numbered pool.

*(b) AT BAKERSFIELD

(1) Brakemen freight pool assignments will be numbered consecutively, starting with pool No. 1 and continuing until all pools are numbered and placed on the Bakersfield board to correspond with identical numbered conductor freight pool assignments.

ARTICLE 10(g)(1) Cont'd.

(2) If a brakemen's pool assignment is separated from the corresponding numbered conductor pool at Bakersfield due to being unable to fill the brakemen's pool on account of the extra board being exhausted, the crew will run as a unit to the away-from-home terminal and there will be handled under the provisions of Article 10(g)(1).

(3) On return to the home terminal the numbered brakemen's pool will be returned to the board to correspond with the identical numbered conductor pool. Runaround rule would not apply to other crews when crews regain their positions as provided in this paragraph 3.

(4) This agreement is not to be construed as waiving that provided in Article 10(g) when a brakemen freight pool, having no vacancies or one vacancy, is run around or when run around after being established as a crew unit. *(From Agreement dated June 5, 1968)*

* (c) SAN BERNARDINO

(1) Brakemen will be established as a unit at the home terminal.

(2) Brakemen arriving at the away-from-home terminal with one of the brakemen having excessive previous duty, which would prevent him from making the return trip, the brakemen pool number will be used in its turn, filling the vacancy of the brakeman having excessive previous duty by the senior qualified brakeman on the following pool who has time to make the trip.

(3) Upon returning to the home terminal, the brakemen will return to their original position on their number pool.

(4) In the event that during the trip the runaround enroute rule comes into play, the number pool involved will be handled according to pool number and not by a brakeman holding a temporary position on that particular pool.

* (d) When a vacancy exists on a pool crew on which an extra employe is called to deadhead to the away-from-home terminal to fill a vacancy on an outlying assignment, the first out extra employe will be called to fill the vacancy on the pool crew and the second out employe to deadhead to fill the outlying assignment. *(From Agreement of August 16, 1976)*

ARTICLE 10(g)(1) (e)

*(e) SECOND DISTRICT, ALBUQUERQUE DIVISION

(1) Two Pool Freight Turns to be established and will be known as the "Little Pool."

(2) This Little Pool will protect Trains 723 from Winslow to Gallup and Train 307 Gallup to Winslow daily, if available.

(3) Vacancies occurring in the Little Pool will be protected from the conductors and brakemen's extra boards at Winslow.

(4) When the Little Pool crew arrives Gallup on Train 723, they will be required to have eight hours rest before being subject for duty, unless an emergency exists. At the expiration of eight hours, they will be placed first out and protect Little Pool service if available. Otherwise, they will protect service in the big pool.

If there is a demand for a Little Pool at Gallup and none is available, service will be protected by the big pool. In using the big pool crew to protect Train 307, it will be operated in its regular turn. (*From Agreement of December 11, 1975*)

*(f) Pool crews who cannot be given their proper turn out of the away-from-home terminal because of previous duty will be marked up at the home terminal because of previous duty will be marked up at the home terminal in the order in which they stood to be used out of the distant terminal upon arrival at the home terminal. This rule will not be applicable to pool crews run around other than because of excessive previous duty under the Hours of Service Law or pool crews used in short turnaround service out of the distant terminal.

It will be the responsibility of the crews involved to furnish the crew clerk the proper information in writing and to request that the pool be restored to the order of standing that it stood to be used out of the distant terminal. The runaround rule is not applicable to other crews when a pool crew regains their standing as provided under this Agreement.

If in the application of this rule, crews cannot be given their proper turn out of their home terminal account insufficient time to work or because one or more crews have already

ARTICLE 10(g)(1)(f) Cont'd.

departed from home terminal, no further attempt is to be made to return crews to their proper standing in the pool under the provision of this rule.

It is understood the foregoing does not waive the provisions of Article 10. *(From Agreement of January 9, 1973)*

(g)(2) An employe in pool freight and unassigned service or an extra employe not called in turn will be allowed one basic day at the rate applicable to the service for which should have been called or time actually lost as a result of not being called in turn, whichever is greater, and remain first out but that only one such payment will be made for each 24-hour period.

Interpretations: Payments as outlined in the following items are made only once in each 24-hour period, such period dating from the actual time the runaround occurs and continuing for a period of 24 hours thereafter or until the employe run around is called for service as either conductor or trainman, whichever occurs first. If more than one employe is run around, payments under this understanding will be made on the basis of the service for which each employe actually stood had the runaround not occurred.

If the employe used is called for a turnaround trip out of home terminal, the employe run around will be paid one basic day if called before the trip is completed, and if called after the trip is completed, he will be paid the earnings of the trip.

NOTE: A turnaround trip under this paragraph is recognized to be a trip where pay is continuous from time on duty at the home terminal to tie up at home terminal.

On other than turnaround trips out of the home terminal, the following will govern:

(a) Where an employe run around is called before the employe used arrives at the opposing terminal, he will be paid one basic day.

(b) Where the employe used arrives and ties up at the opposing terminal before the time the employe run around is called on duty, the employe run around will be paid the earnings of the trip, computed from the time the employe used is called at the initial terminal until he is tied up at the opposing terminal.

(c) Where the employe used is called out of the opposing terminal for service to his home terminal but does not complete the trip before the employe run around is called on duty, the employe run around will be paid one basic day in addition to payment made under Item (b).

ARTICLE 10(g)(2)(d)

(d) Where the employe called out of the opposing terminal ties up at the home terminal before the time the employe run around is called on duty, the employe run around will be paid the earnings of the entire round trip.

(e) Where the employe used makes a turnaround trip out of the away-from-home terminal and the employe run around is called before the completion of the turnaround trip, the employe run around will be paid one basic day in addition to payment made under Item (b).

(f) Where the employe used completes a turnaround trip at the away-from-home terminal before the employe run around is called on duty, the employe run around will be paid the earnings of the turnaround trip in addition to payment made under Item (b).

(g) If payment accrues under Item (f) and the employe run around has not been called before the employe used is called on duty for the return trip to his home terminal, Item (c) or (d) will govern as to payment for the subsequent trip from the distant terminal to the home terminal.

Where a subsequent 24-hour period is involved, the payment to the employe run around will be based on the earnings of the first employe called on duty after the beginning of the subsequent 24-hour period.

If a runaround occurs for a call for service on an outside assignment and deadhead and service are paid for separately:

(1) The employe used deadheads to the assignment but performs no service thereon before the employe run around is called for other service, the employe run around will be paid one basic day or the deadhead allowance, whichever is the greater.

(2) The employe used deadheads to the assignment and performs service thereon but does not tie up before the employe run around is called for other service, the employe run around will be paid the deadhead allowance plus one basic day.

(3) The employe used deadheads to the assignment and completes a tour of duty thereon before the employe run around is called for other service, the employe run around will be paid the deadhead allowance and the earnings of the assignment for which he should have been called.

ARTICLE 10(g)(2)(g)(4)

(4) The employe used deadheads to the assignment, completes a tour of duty thereon and deadheads back to his home terminal before the employe run around is called for other service, the employe run around will be paid the deadhead allowance to and from the assignment plus the earnings of the assignment.

(5) The employe used deadheads to the assignment, completes a tour of duty thereon and is called again for another tour of duty before the employe run around is called for other service, the employe run around will be paid the deadhead allowance, plus the earnings of the assignment, plus either an additional basic day for second tour of duty if started but not completed, or earnings of the assignment if such is completed.

NOTE: In the event subsequent tours of duty are started or completed before the employe run around is called for other service, for the start of each such tour of duty an additional basic day will be allowed. For the completion of each such tour of duty the earnings of the assignment will be allowed.

RUN AROUND IN TERMINAL

(g)(3) An employe in pool freight and unassigned service or an extra employe called but not run in turn when called for the same service for the same objective terminal and over the same route, will be allowed one-half basic day at the rate applicable to the service for which should have been called if less than four hours elapse between the time of departure from the terminal of his train and the time of departure of the train on which he should have been used; if more than four hours elapse between such departures, a minimum basic day at the rate applicable to the class of service involved will be allowed.

When the service for which called does not operate to the same objective terminal and over the same route, the time of call will govern and no penalty will accrue when he does not depart from terminal in turn.

(g)(4) As to paragraph (g)(3), the following will govern as to run arounds in the terminal involving, as the case may be, either a crew or an individual member thereof, for example:

The crew is called on duty at 11:40 a.m. and departs the terminal at 8:26 p.m. and in the meantime is run around by crews departing that terminal as follows:

2:40 p.m.
3:50 p.m.
4:25 p.m.

ARTICLE 10(g)(4) Cont'd.

The runaround crew or member thereof eligible to participate, as the case may be, will be entitled to a payment of 50 miles on basis of the crew departing at 2:40 p.m.; 50 miles on basis of the crew departing at 3:50 p.m.; and 100 miles on basis of the crew departing at 4:25 p.m.

In computing allowances, it was recognized that the time element embodied in those rules would terminate at the time of each run around. Using the example aforementioned, the crew or the member thereof eligible to participate would start a new cycle at 2:40 p.m.; another at 3:50 p.m.; and another at 4:25 p.m.

(h) Crews used in work train or other service out of, and return to, the away-from-home terminal (having completed a day or trip) will not be called upon for similar service for second day or trip when other crews are available before having made an intermediate trip to home terminal. Crews run around for the purpose of complying with the provisions of this paragraph, shall not be entitled to compensation under the terms of the runaround agreement.

The Company is not to be committed to any additional expense in carrying out the provisions of this Section (h). As illustrative: If the pool board at the away-from-home terminal stands A, B, C; A having made a short trip and returned to such point and having been in terminal, say, twenty-three (23) hours and stands to catch another short trip; B having been in terminal say, seventeen (17) hours, B is called around A for the short trip. The previous arriving time of A and B will be reversed; i.e., B will be considered as having been in terminal twenty-three (23) hours and A seventeen (17) hours.

When a pool crew has made a trip San Bernardino to San Diego, thence to Los Angeles, or other outlying point, or has made a trip San Bernardino to Los Angeles, thence to San Diego; or, has made a trip San Bernardino to Los Angeles, thence to the Harbor, they will not again be used to make a trip in similar service or in a direction away from their home terminal, but, instead, will be called in a definite direction for the home terminal, San Bernardino, if other chain gang crews are available for that service.

(i) If crew standing first out has had previous service without subsequent full period of rest under the hours of service rules, and crew further down on the crew board with less previous service, or more time to its credit is used, the former will be paid under the runaround provisions if the trip is actually made (from the time of going on duty until final release) in the same or less time than crew run around had to its credit at the time the crew used went on duty, except as provided below in "Carded Passenger Service."

EXAMPLE: Crews stand A, B, and C. A has had eight hours previous service, B has had six hours, and C has had four hours. C is used. If trip made by crew C consumes four hours or less, pay crews A and B a runaround. If trip consumes more than four but six or less hours, pay B a runaround. If trip consumes more than six hours, pay no runaround.

Carded Passenger Service: If the service for which called is a carded passenger run, the time of the train as carded, plus thirty (30) minutes for possible delays, plus the preparatory time used on each particular district, plus the release time at final terminal, will be considered the time of the trip.

EXAMPLE: Crews stand A, B, and C. A has had eight hours previous service, B has had six hours, and C has had four hours. Crew is wanted for carded passenger train and crew C is used. If carded time of the train plus 30 minutes for possible delays in addition to the preparatory time and final release time is four hours or less, pay crews A and B a runaround. If carded time plus 30 minutes for possible delays in addition to preparatory time and final release time is more than four hours but six hours or less, pay B a runaround. If more than six hours pay no runaround.

An employe returning to his crew after having been used in other service will come under the provisions of this paragraph.

The above will apply to swing men and/or extra brakemen.

The above rule, 10(i), will not apply to work train, local or road switcher service.

(j)(1) Except as otherwise provided, crews in pool freight or extra service will take turn on arrival at terminal as per arrival time at designated point, as recorded on train register by conductor, except when crews are required to perform service under Switching Rule at all terminals except Needles and Seligman for Needles crews or work train service within switching limits, their turn will then be from the tie-up time. In passenger service, time will apply at station stop, except trains required to leave main track to head into yard the time will apply at switch leaving main track as recorded on train register by the conductor. If given their turn in accordance with the information shown on the register, the Carrier will not be penalized.

(j)(2) When extra employes deadhead on trains which do not stop at Calwa and the employes detrain at Fresno, they will be marked up on the extra board at Calwa as of the time the train passes Calwa.

(j)(3) Extra employes who are filling freight assignments tying up at Oakland and who are relieved on completion of trip at Oakland, due to regular employe reporting or displaced, will be marked up on Richmond extra board as per tie-up time at Oakland.

(j)(4) Extra employes working outside assignments tying up at Antioch or Pittsburg and are relieved on completion of trip, due to regular man reporting or displaced, will be marked on the Richmond Extra Board as of the time trip completed. Agent or operator will notify crew clerk at Richmond time crew went off duty.

ARTICLE 10(j)(4) Cont'd.

Extra employes who are not relieved on completion of trip at Oakland, Antioch or Pittsburg, due to regular employe reporting or displaced, and are relieved later, will be marked up on Richmond board as per time displaced.

Employes covered by this section will not be marked up on the board at Richmond until they either report by telephone, or personally to the Crew Clerk at Richmond that they will be available. If they do not report to Crew Clerk at Richmond within two hours after released or displaced at Oakland, Antioch or Pittsburg, they will go on the extra board at Richmond at time of reporting.

*(j)(5) Paragraphs (3) and (4) are applicable to Los Angeles and San Bernardino extra boards, with respect to extra board employes relieved from outside points, and with the understanding that instead of agent or operator at outlying point reporting the time off duty, the employes will report their tie up direct to the crew forces by telephone and that Company telephone would not be used for this purpose.

If extra employes do not report to Crew Clerk at First Street or San Bernardino within two (2) hours after released or displaced they will go to the extra board at the time of reporting.

*(j)(6) It is agreed that in the event a Los Angeles or a San Bernardino extra employe reverting to extra board following release from an outside assignment and reports at the same time that another extra employe reaches the heading in switch, the extra employe reporting from outside assignment will stand ahead of the extra employe working into terminal. However, in the event the extra employe relieved from outside assignment does not report within the two hour period he will be marked up at time he actually reports.

RUN AROUND EN ROUTE

(k)(1) In the event that crew in pool freight, working in the same pool, departs from the same initial terminal and goes to the same objective terminal over the same route, is runaround on the road, except as otherwise provided in paragraphs (a) and (b) hereunder, crew will take its turn in the order in which it departed the initial terminal. In the event the crew so runaround has insufficient time to work under the hours-of-service law, crew will be run in accordance of arrival, from the distant terminal, and regain its original position upon its arrival at the home terminal, and paragraph (i) of this article will not apply if crew not used account previous duty is given its proper turn out of the home terminal.

*(k)(1)(a) Los Angeles Division Valley--Pool freight crews will be permitted to gain their original position, one with the other, in line with the above referred to rule, regardless of whether they traverse over the Second or Third District between San Bernardino and Los Angeles.

In applying the rule over these routes, the trip from time called on duty at the initial terminal until arrival at the register at the same objective terminal will be considered as road movement in determining whether the crews are run around en route. Crews will continue to show their arrival time at the point designated in each yard so that their proper turn can be determined with respect to other crews that are not involved in the runaround en route. Paragraph (g) of this Article 10 will not be applicable to crews under the above.

The above rule will not be applicable to crews run through Los Angeles on continuous time under provisions of Paragraph (j) of Article 2.

* (k)(1)(b) Valley Division First District--Pool freight crews will be permitted to gain their original position, one with the other, in line with the above referred rule, regardless of the route traversed in the territory between Calwa and Bakersfield. That is to say, the rule will be made applicable regardless of whether the pool crews involved work over the First District, the Porterville District, the Visalia District, or a combination of any two districts.

INTERPRETATION OF 10(k)(1)

(1) While the rule does not provide for crews called out of San Bernardino on continuous time under the provisions of paragraph (j) of Article 2 regarding their proper turn upon return to San Bernardino when run around en route by other crews working on a continuous time basis under Article 2(j) of the Agreements, I am agreeable to granting them the right to regain their original standing relative to each other on their return to San Bernardino.

(2) When pool crews are called at the terminal for work train service, the runaround en route rule will not apply and when a pool crew is called in work train service they will establish their turn as per their arrival. It is understood that if a pool freight crew should convert to work train service after departing the terminal, the run-around en route rule will be applicable. *(From Understandings of November 18, 1969 and January 21, 1972)*

(k)(2) Crews running around other crews and crews which are runaround under the above shall, upon arrival at objective terminal, place notation on the register or otherwise notify crew clerk in writing, the crews they have run around or who have run around them so that crew clerk may determine

ARTICLE 10(k)(2) Cont'd.

the order in which they are to be called. If given their turn in accordance with the information shown, the Carrier will not be penalized.

EXAMPLE 1: Crew stands "A", "B", "C" and depart from terminal in that order. "B" and "C" run around "A" en route. Crews will stand "A", "B", "C" at distant terminal.

EXAMPLE 2: Crews stand "A" and "B" at Los Angeles and crew "C" is at San Diego. Crews "A" and "B" depart Los Angeles in that order over the same route and "B" runs around "A" en route. Crews arrive San Bernardino "B", "C", "A". Crews will stand "A", "C" and "B".

EXAMPLE 3: Crews stand "A", "B", "C" and depart in that order from terminal. Crew "D" is at distant terminal and is used in turn-around service out of that terminal. Crews "B" and "C" run around "A" en route and crews arrive at distant terminal in following order: "B", "D", "C", "A". Crews will stand "A", "D", "B", "C".

(k)(3) When crews are run around en route and cannot be given turn out of distant terminal on basis of departure from home terminal because of previous duty of one or more crews, they will be marked up at the home terminal in the order they stood to be used out of distant terminal, irrespective of whether a runaround is paid under Article 10(i).

If in the application of this rule, crews cannot be given their proper turn out of their home terminal account insufficient time to work or because one or more crews have already departed from home terminal, no further attempt is to be made to return crews to their proper standing in the pool under provisions of these paragraphs.

Example 3 is to be applied where pool crews are used to relieve other pool crews tying up on the law. For example: Crews leave terminal in following order: "A", "B", "C", "D". Crew "D" runs around "A", "B", "C" en route, after which is relieved by turnaround pool Crew "E" with Crew "D" deadheading. Crews arrive final terminal "D"- "E", "A", "B", and "C". They should be marked up on board, "A", "E", "B", "C", "D".

NOTE: The above applies to proper turn of crews run around en route where, at the away-from-home terminal, they cannot be given their proper turn because of previous duty, and because of being involved with other crews at the away-from-home terminal who are not involved in the runaround en route rule, cannot be given their proper turn on arrival at the home terminal.

ARTICLE 10(k)(4)
and ARTICLE 11

(k)(4) When a side trip is in excess of seven miles, the crew will not be considered as traveling over the same route, but where the side trip is less than seven miles they will be considered as traveling over the same route and will be given their turn at the distant terminal on the basis of departure from the starting point.

(k)(5) The provisions of the rule are applicable only between crews in the same category, i.e.:

(a) Through crews working between Winslow and Seligman regardless of whether they pick up or set out their train at an intermediate point.

(b) Crews cut out at Ash Fork under provisions of Article 21, at which time Ash Fork becomes the away-from-home terminal for that particular trip.

(c) Crews in turnaround service Winslow to Ash Fork to Winslow.

When one or more crews run around another crew in the same category, then the provisions of the runaround en route rule will apply. The provisions of the runaround en route rule will not apply to any crew working in one category running around a crew working in another category and would revert to the first-in, first-out provisions of the schedule.

(k)(6) This Article 10(k) applies only to crews in pool freight service and does not apply to extra employees who were filling vacancies in pool freight service when they arrive at their home terminals, although it would apply to these employees at the away-from-home terminal on the basis of operating as a crew unit.

ARTICLE 11

REST

(a) Employees at home terminal, and after 8 hours chargeable to the Hours of Service Law, upon making written request on their arrival that they desire rest, will not be subject to call until fully rested. Employees not so indicating will be subject to call. This will not apply when other employees entitled to the service are not available.

(b) At away-from-home terminals employees, after continuous service of eleven hours or more, shall, upon written or telegraphic notice to trainmaster or superintendent, be entitled to eight hours rest before they are called for service, except in case of wrecks, washouts, or other emergencies. Eight hours rest means eight hours in bed, one hour being allowed from the time of tie-up until rest begins.

ARTICLE 12

ARTICLE 12

HOLIDAYS

The following provisions shall apply to regularly assigned road service employes paid on a daily basis:

(a) Each regularly assigned road service employe in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employes, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays:

New Year's Day
Washington's Birthday
Good Friday
Decoration Day
Fourth of July
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Eve
Christmas Day

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked.

NOTE: When any of the above-listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) Any of the employes described in paragraph (a) hereof who works on any of the holidays listed in paragraph (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

(c) To qualify for holiday pay, a regularly assigned employe referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employe in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employe must fulfill such assignment. However, a regularly assigned employe whose assignment is annulled, canceled or abolished, or a regularly assigned employe who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employe's work week, the first workday following his "days

off" shall be considered the work day immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

(d) An employe who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" (for a regularly assigned employe) or the "calendar day" (for an extra or unassigned employe) immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" before the holiday and on the "workday" or the "calendar day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" after the holiday.

An employe who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

(e) Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to paragraph (a) hereof, unless the regularly assigned employe fails to qualify under paragraph (c) hereof, shall be applied toward such guarantee. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) hereof.

(f) That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph (a) hereof be worked a stipulated number of days per week or month will not apply to the ten holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employes provided by this rule will apply.

(g) As used in this rule, the terms "workday" and "holiday" refer to the day to which service payments are credited.

(h) When one or more designated holidays fall during the vacation period of the employe, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

(i) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday.

(From National Agreements dated June 25, 1964; July 17, 1968; March 19, 1969; January 27, 1972; January 29, 1975 and November 10, 1976.)

ARTICLE 13

INVESTIGATIONS AND DISCIPLINE

(a) No train service employe shall be suspended or dismissed from the service of the Company without first having had a fair and impartial hearing and his guilt established, except in aggravated cases, such as serious collision, however, such employe may accept dismissal or other discipline in writing and waive formal investigation. When an employe waives formal investigation and accepts discipline in writing, he will be advised of the discipline assessed. Investigations shall be held by the Superintendent or his representative and the party whose case is under consideration may be represented at such hearing by the Local Chairman or by an employe of his choice.

Investigations will be held promptly but in any event not later than fifteen (15) days from the date the Company has knowledge of occurrence of the incident to be investigated, except when a principal(s) being investigated or a material witness is unable to attend an investigation because of sickness, vacation or injury, the investigation may be deferred until such time as the principal(s) or material witness is able to attend the investigation.

(b) When a formal investigation is to be held the employe shall be given written notice as to the specific charge or of the case to be investigated sufficiently in advance of the time and place set for the investigation to afford him reasonable opportunity to arrange representation and for the attendance of any desired witnesses. A telegram will be considered a written notice. The Company will require the presence of all employes of whom the Company has knowledge whose testimony may be necessary to develop all of the essential facts. In fixing time at which investigation will be held due consideration will be given to the need of rest by employes.

(c) All witnesses shall, after giving their testimony at any investigation unless excused, remain present during the continuance of such investigation, but no person or persons, other than the Company officials conducting the investigation and the representative of the employe whose case is under consideration and representatives of the Interstate Commerce Commission or State Railroad Commissions, or State Corporation Commissions shall be permitted to interrogate any train service employe or witness or otherwise take part in the investigation.

(d) A train service employe disciplined as a result of formal investigation shall be informed of that fact within thirty (30) days after the investigation is completed, unless a longer time limit is mutually agreed to in specific cases.

(e) True copy of investigation papers to be furnished to the employe under investigation or local chairman on request whenever train service employes are involved.

(f) In case discipline is found to be unjust, train service employes who have been suspended or dismissed shall be reinstated and paid for all time lost.

ARTICLE 13(g)

(g) In the handling of appeals involving discipline matters, the following shall govern:

(g)(1)(a) When discipline has been assessed as a result of a formal investigation and the decision as rendered by the Company is not satisfactory to the employe, an appeal may be taken from that decision. The affected employe or his representative must make the appeal in writing to the Superintendent within sixty (60) days from the date of advice of the assessment of discipline to the employe.

(g)(1)(b) If the appeal is to be denied by the Superintendent, he must within thirty (30) days from date of such appeal, notify the employe and his representative, in writing, the appeal is denied.

(g)(1)(c) If the decision is not satisfactory to the affected employe or his representative, a request for conference may be initiated within thirty (30) days from the date of the decision of the Superintendent or appeal the claim within sixty (60) days to the General Manager who is the Carrier's highest officer of appeal for cases involving discipline.

(g)(1)(d) When a conference is held with the Superintendent, the sixty (60) day period for appeal to the General Manager will start running as of the date the Superintendent advises the employe and his representative in writing, the result of the conference.

(g)(2) If the appeal is to be denied by the General Manager, he must notify the General Chairman, in writing, within sixty (60) days of the date of the appeal, giving the reasons for such declination.

(g)(3) Decision by the General Manager shall be final and binding unless within eighteen (18) months from the date of said officer's written decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employe or his duly authorized representative and such officer is so notified. It is understood, however, that the parties may, by agreement, in any particular case, extend the eighteen (18) month period herein referred to.

(g)(4) If the decision of the General Manager is not satisfactory, the General Chairman must request a conference with respect to the specific claim within the eighteen (18) month period referred to in paragraph (3). If the General Chairman requests in writing a conference within sixty (60) days of the date of the written decision of the General Manager, the eighteen (18) month period shall not commence until the date of the written decision of the General Manager following such conference.

(g)(5) With respect to appeals involving an employe held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

ARTICLE 13(g)(6)

(g)(6) If there is a failure to comply with the time limit provision of this agreement by either party, the matter shall be considered closed, and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of either party for the handling of other similar discipline cases.

(g)(7) This agreement will not apply to requests for reinstatement on a leniency basis.

(From Memorandum of Agreement of April 13, 1977)

(h) Train service employes required by the Company to attend investigations and who suffer loss in earnings attending investigations, will be reimbursed on the following basis:

(h)(1) Except as provided in Item (4) hereof, train service employes disciplined shall not be compensated for attending such investigations unless such discipline is found to be unjust.

(h)(2) Train service employes not disciplined, and who are not required to deadhead to or from the place where the investigation is held, will be reimbursed for any loss of earnings resulting from attendance at such investigation.

(h)(3) Train service employes not disciplined, and who are required to deadhead to or from the place where the investigation is held, will be compensated for loss of earnings or for deadheading, whichever is the greater.

(h)(4) Train service employes disciplined by reprimand or demerit marks only, and who are required to deadhead to or from the place where the investigation is held, will be compensated for such deadheading.

(h)(5) No payments will be made for living expenses.

(h)(6) Loss of earnings shall be determined on the following basis:

(a) Assigned to regular runs or jobs, lost earnings shall be the earnings of their assignments on days not permitted to work thereon.

(b) When all members of a pool freight train crew are required to attend formal investigations, and their turn becomes first out and is due to depart while they are not available, the turn will be placed at the bottom of the board and following crew used. If the crew becomes available for service and goes on duty before the crew used in its stead returns to the terminal, lost earnings shall be the one way trip made by the substitute crew; if the substitute crew returns to the terminal before the crew attending the investigation becomes available for service and goes on duty, lost earnings shall be the earnings of the substitute crew.

ARTICLE 13(h)(6)(c)
and ARTICLE 14

(c) If only one member of a pool freight train crew is required to attend a formal investigation, and his turn becomes first out and is due to depart while he is not available, the turn will be run with extra employe replacing employe held for the investigation; the latter to await return of the turn and lost earnings shall be the earnings of the extra employe used in his stead.

(d) Extra employes required to attend a formal investigation, and who become first out and due for service while unavailable, will be removed from the board and paid a minimum day (at passenger rates for employes assigned to passenger extra boards, and through freight rates for all others) for each calendar day that they are held, and when released will be placed at the bottom of the board.

(e) Train service employes eligible for emergency service in higher grades shall not be available therefor while attending investigations or awaiting return of their caboose or turn, and lost earnings shall be calculated solely as provided herein.

(i) Train service employes who attend investigations at the request of the Company and not disciplined and who suffer no loss in earnings as a result of such attendance, will be paid on the minute basis at one-eighth (1/8th) of the daily rate applicable to the last service performed, for the actual time required to be in attendance at the investigation, the time to be computed from the time required to report for the investigation until released therefrom with a minimum of three (3) hours.

(j) No train service employe dismissed from the service will be reinstated after being out of service six months from date of dismissal unless such action is concurred in by the U.T.U. CT&Y Committee.

ARTICLE 14

TERMINAL DELAY RULES

INITIAL TERMINAL DELAY

(a) PASSENGER

(a)(1) Initial terminal delay shall be paid on a minute basis to train service employes in passenger service for all time in excess of thirty (30) minutes computed from the time of reporting for duty up to the time the train leaves the terminal ("terminal" means passenger station or other starting point from which the train actually departs), at one-eighth (1/8th) of the basic daily rate, in addition to the full mileage, with the understanding that the actual time consumed in the 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.

ARTICLE 14(a)(1)

Where mileage is allowed between the point of reporting and the point of departure, each mile so allowed will extend by three (3) minutes the thirty (30) minute period after which initial terminal delay payment begins.

(a)(2) 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.

(a)(3) 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.

(b) FREIGHT

(b)(1) Initial terminal delay shall be paid on a minute basis to train service employes in freight service for all time in excess of seventy-five (75) minutes computed from the time of reporting for duty up to the time the train leaves the terminal at one-eighth (1/8th) of the basic daily rate, in addition to the full mileage, with the understanding that the actual time consumed in the 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 yard track where the train is first made up.

In the event the train has started but is held before departure from the track in which first made up, initial terminal delay will be continued until the train finally clears that yard track.

This rule will not apply to pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, circus train (paid special rates or allowances), road switcher (district runs), or to local freight or mixed service where switching is performed at initial terminal in accordance with schedule rules.

NOTE: The question as to what service constitutes a "mine run," as that term is used above, shall be determined on each individual railroad by management and the appropriate general committees.

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 seventy-five (75) minutes after which initial terminal delay payment begins.

ARTICLE 14(b)(2)

(b)(2) 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.

(b)(3) 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.

FINAL TERMINAL DELAY

(c) PASSENGER

(c)(1) Final terminal delay will be paid for at pro rata rates on the minute basis until time of final release, computed from the time passenger train reaches passenger station, except where train is held out of passenger station, final terminal delay will be computed from time first stopped at or within yard limits in approaching passenger station.

(c)(2) As to trains entering Los Angeles Union Passenger Terminal, final terminal delay payments will commence at the time of first stop after leaving Broadway on the Second District and after leaving First Street on the Third District.

(c)(3) With respect to icing of passenger trains on the inbound trip, it was agreed that payment would be made under the final terminal delay rules from the time of first stop after entering yard limits until the crew registers off duty, with the understanding that no payment would be made under the rules governing icing of cars as contained in Article 26.

(d) FREIGHT

(d)(1)(a) In road freight service, except at outlying points where switch engine is not employed and as otherwise provided in Sections 4, 5, and 8 of this rule, final terminal delay in excess of thirty minutes will be paid for the full delay at end of the trip at pro rata rates, regardless of mileage made thereon, on minute basis, from time of arrival at "designated point" or signal approach to same if stopped at such signal in final terminal until conductor of crew registers off duty on the hours of service register; provided that should a train, or trains, be stopped by a preceding train, or trains, standing or waiting at "designated point," or at the signal governing same, because of yard conditions final terminal delay for crew of such following train shall be computed from the time their train is first so stopped until crew is finally relieved from duty.

NOTE: The "designated point" in freight service is the switch used by the train in leaving main track at end of the crew's run.

(d)(1)(b) The following switches are designated as heading-in switches in determining the start of final terminal delay, crews to indicate the heading-in switch that was used in entering the Barstow yard:

Needles District

- MP 743 + 3683' - Applies to trains using switch to Westward Receiving lead.
MP 746 + 4106' - Applies to trains leaving main tracks to enter through train inspection yard.

Mojave District

- MP 749-A + 4984' - Main track connection to Receiving Yard - Applies to trains yarded in receiving yard, and to trains held out of through train inspection yard account yard congestion.
MP 749 + 0093' - Applies to trains leaving main tracks to enter through train inspection yard.

First District

- MP 4 + 1493' - Applies to trains leaving main tracks to enter Receiving Yard.
MP 749 + 0093' - Applies to trains leaving main tracks to enter through train inspection yard.

Trains stopped at controlled signals at the east end of the siding at Hinkley or at the west switch of the east power cross-over located at MP 6 + 4749.7 feet near Lenwood or behind another train stopped at these points for reasons other than signal failure, final terminal delay time will be computed from the time the train is first stopped at these points.

When a train is stopped at the east end of the siding at Hinkley as outlined above, ten (10) minutes will be deducted from the terminal delay time to offset the normal running time from Hinkley to the designated switch. This deduction of ten (10) minutes is in lieu of the provisions of Article 14 - Final Terminal Delay, paragraph (d)(2) and is applicable only to the Mojave District. (*From Agreement of October 29, 1975*)

(d)(2) Where mileage is allowed between the point where terminal delay starts to accrue and point of final release each mile so allowed will extend the 30 minutes period by 4.8 minutes per mile.

(d)(3) Final terminal delay computed as provided for in this rule shall be paid for on the minute basis at 1/8 of the basic daily rate according to class of service in addition to full mileage of the trip.

(d)(4) If an arbitrary allowance is made at final terminal under any rule, practice or interpretation there shall be no duplication of payments but whichever is greater shall be paid.

(d)(5) No payments will be made for final terminal delay after road overtime commences.

ARTICLE 14(d)(6)

(d)(6) When a tour of duty is composed of a series of trips, final terminal delay will be computed only on the last trip of the tour of duty.

(d)(7) Payment for final terminal delay for train crews shall be on unit basis for conductors and brakemen comprising regular crew (including extra brakemen filling vacancy thereon) except that the time of head brakeman in delivering engine to roundhouse or designated track will continue until he reaches the hours of service register. Payment for final terminal delay to brakemen other than members of regular crew will stop when such brakemen register off duty.

(d)(8) This rule shall apply to road freight service except that it will not apply to crews paid on an hourly basis or to pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, snow plow, circus trains, road switchers (except when crews on such runs convert to local pay).

ARTICLE 15

EXPENSES AWAY FROM HOME

+(a) When the Carrier ties up a road service crew (except short turn-around passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the Carrier's expense or an equitable allowance in lieu thereof.

NOTE: The arrival time in the yard or the station, if passenger, of the train on which the crew deadheads would be the determining time for the start of the four-hour period under the meal and lodging allowance provisions.

+(b) In the application of Paragraph (a) of this Article 15, the following will govern:

(1) When lodging is provided at Carrier's expense, the following will meet the standard of "suitable lodging":

(a) A single occupancy bedroom, bed to be equipped with innerspring mattress or equivalent, sufficient blankets with clean linens (sheets, pillow cases and towels), with wash basin in room if not located in attached bathroom. Adequate bathing and toilet facilities either accessible from within the bedroom or available on the same floor.

(b) The room shall be cooled or heated where climatic conditions normally require such cooling or heating.

(c) The bedroom, bathrooms and toilet facilities shall be kept in a clean and sanitary condition.

ARTICLE 15(b)(2)

(b)(2) Lodging, as specified in paragraph (1), will be provided at Carrier's expense at Los Angeles, Needles and San Diego. Lodging will not be provided at Carrier's expense at any other location and in lieu thereof an allowance of \$5.00 will be paid to employes governed by this agreement who qualify under the agreement referred to above. (As amended January 20, 1973 and June 1, 1978)

(b)(3) For those employes desiring to secure sleeping accommodations uptown, the Carrier will provide transportation at Los Angeles between First Street and the agreed-to hotel between the hours of 12 Midnight and 5:00 a.m. and between Redondo Junction and the agreed-to hotel between the hours of 7:00 p.m. and 7:00 a.m., or when bus schedules are less frequent than 30 minute intervals. At San Diego the Carrier will provide transportation between 22nd Street and the agreed-to hotel.

(b)(4) The allowances provided for in paragraph (2) shall continue until suitable lodging, conforming to the standards set forth in paragraph (1) above, is provided by the Carrier.

In the event the organization, party to this agreement, desires that suitable lodging be furnished at Carrier's expense in the future in lieu of the allowance provided for in paragraph (2), at any or all locations, it will give notice in writing to the General Manager, whereupon the Carrier representative and the General Chairman will, within thirty (30) days, endeavor to reach an agreement.

In the event the parties are unable to resolve the issue, same will be submitted to a Special Board of Adjustment, whose decision will be binding upon both parties.

(b)(5) The Carrier will be permitted to discontinue the present Reading Rooms at Gallup and Ash Fork, the Pullman and other cars used by trainmen for lounging and sleeping purposes at First Street, Los Angeles and sleeping rooms in old Harvey House at Bakersfield. In addition, the Carrier will be permitted to remove the cabooses now used for sleeping purposes at Riverbank as other facilities become available. A lounge and recreation room will be provided at First Street, Los Angeles in lieu of present cars referred to above.

Present recreational and Reading Rooms at Belen and Seligman will be continued and made available to employes at reasonable rates, but compensatory to the Carrier's costs.

+(b)(6)(a) When the Carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$2.75. *(As amended August 25, 1978)*

+The meal allowance provided for in Article II, Section 2 of the June 25, 1964 National Agreement is increased from \$1.50 to \$2.75 (#), and an additional \$2.75 (#) meal allowance will be provided after being held an additional 8 hours. *(From January 27, 1972 Mediation Agreement A-8830)*

ARTICLE 15(b)(6)

+(b)(6)(b) The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.

+(b)(6)(c) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

NOTE: Extra board employes shall be provided with lodgings and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

(Paragraphs identified by (+) are taken from National Agreement dated June 25, 1964 and/or January 27, 1972.)
(Insertions identified by (#) are taken from National Agreement dated August 25, 1978.)

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PARKER

(d)***in connection with request that suitable lodging be furnished at Carrier's expense at Parker in lieu of the allowance provided in Paragraph (2) of your various lodging agreements.

This is advice that, effective 12:01 AM, January 17, 1966, suitable lodging will be provided at the Corral Motel at Parker at the Carrier's expense. A bulletin notice will be issued at Barstow, Parker and Phoenix today advising the men of this change.

In order to avoid unauthorized persons using the room, instructions are being issued that the men should secure a room slip from the Agent's office at Parker, which should be presented to the proprietor of the Motel when requesting the room.

(From Letter of Understanding of January 14, 1966)

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RICHMOND AND CALWA

(e)(1) At away-from-home terminals the Carrier will provide suitable lodging or an allowance in lieu thereof as required in the current Lodging Agreements. Commencing on the effective date of this Agreement, Carrier will furnish suitable lodging to all employes here involved and continuing until July 1, 1972. Subsequent thereto each employe will have the choice of being furnished suitable lodging or an allowance in lieu thereof, as required in the current Lodging Agreements, such choice to be made in writing not later than ten (10) days prior to July 1, 1972, and subject to change only on ten (10) days' written notice prior to December 1 and June 1 of each year thereafter.

ARTICLE 15(e)(2)

(e)(2) If place of lodging furnished by the Carrier and/or suitable eating place is over 1/2 mile from the on and off duty point, transportation will be furnished.

(e)(3) All crews who are entitled to transportation will be furnished transportation promptly, but not later than twenty (20) minutes after their tie up time, or the crew will be permitted to use commercial transportation and be reimbursed for same by the Carrier. The twenty (20) minute period provided for above will apply to the pick-up time of the first train crew member, however, in no event will the last member of the train crew be picked up later than thirty (30) minutes after his tie-up or he will be permitted to use other commercial transportation.

(From Intradivisional Agreement of June 9, 1972)

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(f)(1) Paragraph (2) of Memorandum of Agreement dated January 5, 1965, will be amended to provide that lodging, as specified in paragraph (1) thereof, will be provided at Carrier's expense at Barstow and Bakersfield, in addition to those points already agreed upon.

(f)(2) Omitted - [See Article 15(b)(2)].

(f)(3) Extra employes who are entitled to lodging within the meaning of the January 27, 1972 National Agreement will be given their choice of the allowance or lodging at all points when they meet the requirements of that agreement.

The extra employe must request that lodging be provided at the time he is called for the service at the outlying point or it will be presumed he desires the allowance in lieu of lodging.

(f)(4) Those employes covered by paragraph (1) hereof (Barstow and Bakersfield) will have the choice of being furnished lodging or the allowance in lieu thereof, such choice to be made in writing not later than the effective date of this agreement, and subject to change only on ten (10) days' written notice prior to June 1 and December 1 of each year thereafter.

Those employes who have not made written election of their choice for any reason within the time stipulated will be furnished lodging.

(f)(5) Under the application of paragraph (1) hereof, Carrier will furnish lodging at the Caravan Inn at Bakersfield, with transportation being furnished between that facility and the on and off duty point.

(#)(f)(6) Under the application of paragraph (1) hereof, Carrier will furnish lodging at Barstow at the El Rancho Motel, Downtown Motel, Sage Motel or the Torches Motel, with transportation being furnished between those facilities and the on and off duty point between the hours of 7:00 p.m. and 7:00 a.m. only.

ARTICLE 15(f)(7)

(#)(f)(7) It is further understood that lockers, restaurant and lounge facilities will remain in the Old Harvey House at Barstow until such time as other suitable satisfactory arrangements are provided.

(From Memorandum of Agreement of January 20, 1973 (#) as amended by Barstow Hump Yard Agreement of November 3, 1975)

BARSTOW

(f)(8) Under the provisions of the Agreements effective January 20, 1973, providing for lodging to be furnished at Carrier's expense at Barstow. Transportation will be provided crews arriving and departing Barstow twenty-four (24) hours a day, seven days a week to and from Terminal Office Building and designated motels. In addition, a trip to Morrison's Apartment in both directions will be included. Employees occupying other accommodations will be picked up or dropped off at either El Rancho or area of Morrison's Apartment provided the request is made at the time called and those employees must be available for pickup at El Rancho fifteen (15) minutes in advance of the on-duty time and Morrison's Apartment ten (10) minutes ahead of on-duty time.

(From Barstow Hump Yard Agreement of November 3, 1975)

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ASH FORK

(g)***requesting that suitable lodging be furnished at Ash Fork in lieu of a monetary allowance as provided in your respective lodging agreements for crews working on the Fourth District of the Albuquerque Division.

Arrangements have been made to furnish suitable lodging at Ash Fork at the Hi Line Motel commencing August 1, 1973 for all Fourth District crews tying up at Ash Fork for four hours or more.

Arrangements have also been made to furnish suitable lodging at Ash Fork at the Hi Line Motel instead of the White House Motel to crews assigned on the Third District.

(From Letter of Understanding of July 26, 1973)

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GALLUP

(h)(1) Paragraph (2) of Memorandum of Agreement, January 5, 1965, United Transportation Union (C&T), will be amended to provided that lodging, as specified in paragraph (1) thereof, will be provided at Carrier's expense at Gallup, in addition to those points already agreed upon.

(h)(2) Those employees covered by paragraph (1) hereof (Gallup) will have the choice of being furnished lodging or the allowance in lieu thereof, such choice to be made in writing not later than December 15, 1973, and subject to change only on ten (10) days' written notice prior to December 1st of each year thereafter, to become effective January 15th of each year.

ARTICLE 15(h)(2) Cont'd.

Those employes who have not made written election of their choice for any reason within the time stipulated will be furnished lodging.

(h)(3) Under the application of paragraph (1) hereof, Carrier will furnish lodging at the El Rancho Motel. Transportation will be furnished between that facility and the on and off duty point.

(h)(4) Those employes electing to accept an allowance in lieu of lodging will not be provided transportation.

(h)(5) All trailers or other lodging facilities located on Company property at Gallup shall be removed therefrom within thirty (30) days after effective date of this Agreement.

(From Agreement of October 24, 1973)

RIVERBANK

(i)***serving notice of your desire that the Carrier furnish suitable lodging for all crews tying up at Riverbank, California, in lieu of the allowance that is presently being paid.

Your requests were discussed in conference on December 14, 1973, and it was agreed that the Carrier would furnish lodging to all crews tying up at Riverbank, California and discontinue payment of the allowance presently being paid in lieu of furnishing lodging, effective January 1, 1974.

The Oakdale Motel at Oakdale, California will be designated for lodging of crews tying up at Riverbank, California.

It was also agreed that transportation would be furnished to and from the point of lodging at Oakdale, California.

(From Letter of Understanding of December 18, 1973)

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WINSLOW

(j) This will confirm the verbal understanding reached with you that the Carrier will close the reading room facilities at Winslow on June 30, 1974 and that effective therewith the Carrier will furnish lodging facilities at the Westerner Motel that is located just across the street from the Division Office.

(From Letter of Understanding of June 18, 1974)

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SAN DIEGO

*(k) In San Diego, employes will have the choice of being furnished lodging or the allowance in lieu thereof, such choice to be in writing

ARTICLE 15(k) Cont'd.

not later than the date of this Agreement, and subject to change only on ten (10) days written notice prior to June 1 and December 1 of each year thereafter. *(From Letter of Understanding May 31, 1977)*

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NEEDLES

(1) At Needles, employes will have the choice of being furnished lodging or an allowance in lieu thereof, such choice to be in writing not later than April 15, 1978, and subject to change only on ten (10) days written notice prior to June 1 and December 1 of each year thereafter. *(From Letter of Understanding March 7, 1978)*

ALBUQUERQUE

(m) Suitable lodging will be provided at the Plaza Hotel at Albuquerque at the Carrier's expense for pool freight crews tying up at that point. *(From Letter of Understanding September 19, 1966)*

ARTICLE 16

SENIORITY AND PROMOTION

(a) When additional conductors are needed, such employes will be taken from the ranks of brakemen and promoted to position of conductor in accordance with their seniority standing as brakemen on their respective seniority districts, dependent upon the faithful discharge of duties and capacity for increased responsibilities, provided they have had at least 60,000 regular road miles, exclusive of overtime and arbitrary miles, experience as a freight brakeman, including verified experience on foreign roads operating under American Railroad Association Standard rules and two years of seniority on their current seniority districts. In the application of experience on foreign roads, a brakeman will be credited with 25,000 miles for each year of verified experience and 2,085 miles for each month of verified service where the verified experience is less than one year.

NOTE: (1) In the application of the above, employes will be called up for promotion each year based on their total accumulated road freight miles as of December 31st of the preceding year.

Classes will be called up for promotion to conductor in February of each year. *(From Agreement of May 9, 1977)*

(2) All employes who meet the qualifications under the promotion rules under the Agreements will be scheduled to take examination for promotion to conductor in seniority order regardless of class of service in which working when class for promotion to conductor is held. *(From Agreement of April 21, 1975)*

ARTICLE 16(a) Cont'd.

(3) Brakemen/Yardmen subject to promotion to Conductor or Engine Foreman required to take oral examination at other than their terminal point will be allowed deadhead mileage. (*From Agreement effective June 1, 1978*)

(b) All brakemen who are to be promoted to position of conductor will be examined by the superintendent or his authorized representative. Brakeman failing to pass satisfactory examination shall forfeit his right of promotion for a period of six months, but will retain his rights as brakeman. Brakeman failing to pass a second examination for promotion shall, at the discretion of the superintendent, be dismissed or assigned to other service.

Employes with prior right yardmen's seniority who fail to pass second examination will forfeit their road seniority and will be restricted to yard service.

(c) Brakemen passing the required examination in the same class shall establish seniority as conductor as of the date of examination in conformity with their standing on the brakemen's seniority list, except that when a brakeman is prevented from taking examination in his turn by reason of the requirements of the Company's service, by sickness, dismissed and later reinstated, or by other proper leave of absence, he shall, upon his return, be immediately called and required to take examination and if he then passes shall hold the same relative standing on the conductors' seniority roster as he held on the brakemen's roster.

Brakemen working out of Needles will not be required to fill out Southern Pacific book of operating rules or submit themselves for oral examination on Southern Pacific operating rules except that when such brakemen are required to actually perform service between Mojave and Bakersfield, then they will be expected to qualify for such service.

Brakemen who are called up for promotion to position of conductor at Needles to work on the Kingman or Needles Districts will not be required to fill out Southern Pacific Book on operating rules (known as conductor's book), nor will they be required to submit themselves for any oral examination on Southern Pacific operating rules, except when such men are required to actually perform service as conductors between Mojave and Bakersfield.

All brakemen working out of Calwa on the First and Second Districts, who are promoted in the same class will take the Southern Pacific examination for conductors within thirty (30) days from the date they are notified by the Santa Fe that they have passed a satisfactory examination for conductor. If they fail to present themselves to take the Southern Pacific examination for conductor in this thirty (30) day period, they will forfeit their rights to take this examination for a period of six months. This, of course, will not deprive them of any rights provided in the respective schedules due to sickness or other proper leave of absence.

ARTICLE 16(c) Cont'd.

If at any time a situation should arise, on any of the respective seniority districts, whereby the number of extra conductors is not sufficient by reason of all such employes being used as extra conductors to such an extent that a shortage of extra conductors exists that would result in danger of the Company not having such service protected and there are no brakemen on the brakemen's seniority roster that can qualify for position of conductor because of not having 60,000 regular road miles, exclusive of overtime and arbitrary miles, as is provided for in paragraph (a) of this Article, and because of such it is necessary to employ additional brakemen that have had the necessary experience for the purpose of being promoted to the position of conductor without delay, then such men will establish their date as conductor on the date of examination and such as have not established date as a brakeman will establish date as such corresponding with their date as conductor.

Brakemen acquiring yard rights under provisions of this agreement must have 25,000 regular miles, exclusive of overtime and arbitrary miles in the aggregate as yard helper before eligible for promotion to engine foreman. Yardmen, acquiring road rights under the provisions of this agreement, must have 60,000 regular road miles, exclusive of overtime and arbitrary miles, in the aggregate in road freight service before eligible for promotion to a higher grade of road service.

Nothing in this Article will operate to prevent a conductor from holding a position as brakeman in conformity with his seniority as such.

(d) Brakemen will take their seniority from the date they enter the service as brakeman, or as provided by dual seniority provisions.

(e) Where two or more brakemen are employed on same date they shall be marked up on extra board in the order in which they are OK'ed for service.

NOTE: When brakemen hold division seniority and two or more extra boards are maintained, brakemen hired at one point and after being marked on the board and before performing compensated service one or more of such men are transferred to another board, such men transferred will be given the same seniority rank with respect to brakemen on the board when first marked up as they would have held had they not been transferred to the other board.

(f) Conductors and/or brakemen accepting official positions with the Company or Organizations shall retain and accumulate seniority rights.

(g) Superintendents shall prepare semi-annually a seniority list. A copy of such list will be posted at terminals, and copy will be furnished the affected local chairman and the General Chairman of the United Transportation Union.

The General Chairman will be provided with a list of employes who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employes' identification numbers with

ARTICLE 16(g) Cont'd.

copy to Local Chairmen on that seniority district. This information will be limited to the employes covered by the collective bargaining agreement of the respective General Chairman. The data will be supplied within 30 days after the month in which the employe is hired or terminated. (*From Mediation Agreement A-8790 and National Agreement of January 29, 1975*)

(h) Seniority districts for conductors are defined as follows:

(1) Albuquerque and Belen to Gallup.

(2) Gallup to Winslow.

(3) Winslow to Seligman and Grand Canyon district.

(4) Seligman to Bakersfield, including Cadiz, Ripley and Arvin Districts, and Sunset Railway.

(5) Valley Division north of Bakersfield and San Francisco Terminal Division.

(6) Los Angeles Division, south of Barstow.

(7) All conductors promoted on Districts between Albuquerque-Belen and Seligman subsequent to July 14, 1955, will take conductor's seniority date on the First, Second and Third Districts, of the Albuquerque Division, as of the date of promotion, and those promoted subsequent to May 1, 1970, will take conductor's seniority date on the First, Second, Third and Fourth Districts of the Albuquerque Division.

(*As amended April 16, 1970*)

Seniority districts for brakemen are defined as follows:

(8) Albuquerque-Belen to Seligman, Williams Junction to Ash Fork and the Grand Canyon District, including Fourth and Parker District for those who elected to accept such seniority and all such employes hired after August 15, 1963.

(9) Seligman to Bakersfield, including Cadiz, Ripley and Arvin Districts and Sunset Railway.

(10) Valley Division north of Bakersfield and San Francisco Terminal Division.

(11) Los Angeles Division, south of Barstow.

(i) Yardmen have no rights in road service while so employed, except as provided by dual seniority agreement.

(j) DUALIZATION OF SENIORITY PROVISIONS.

Section 1

(1) Effective June 15, 1959 dual seniority was made applicable to all prior right Trainmen and Yardmen who accepted same as follows:

(a) Trainmen on the territory South of Ash Fork and East of Parker with the yardmen of the Albuquerque Division East of Seligman.

(b) Trainmen on the Los Angeles Division South of Barstow with yardmen of the Los Angeles Division South of Barstow.

(c) Trainmen on the Valley Division North of Bakersfield with yardmen on the Valley Division, Bakersfield and North, including the San Francisco Terminal Division.

(2) Effective December 1, 1961, all yardmen holding seniority on the Old Arizona Division yardmen's seniority roster will be placed at the bottom of the consolidated Los Angeles Division brakemen-yardmen's seniority roster, and also at the bottom of the consolidated Los Angeles Division yardmen-brakemen's seniority roster and will be given a seniority date on both rosters as of December 1, 1961 with the same relative standing among themselves as they hold as yard helper following junior man on the above mentioned roster as of that date.

Effective December 1, 1961, all brakemen and yardmen holding seniority as yardmen on the Los Angeles Division consolidated yardmen-brakemen's seniority roster will be placed at the bottom of the Old Arizona Division yardmen's seniority roster and will be given a seniority date as a yard helper on that roster as of December 1, 1961 and will be given a relative standing among themselves in accordance with their current seniority date as brakemen or yardmen, whichever is the earliest. If a brakeman and a yardman have the same seniority date, the yardman will be placed ahead of the brakeman.

(From Understanding of November 8, 1961)

(3) Effective October 1, 1963 dual seniority was made applicable to all prior right Trainmen and Yardmen who accepted same as follows:

(a) Trainmen on First, Second and Third Districts, Albuquerque Division.

(b) Trainmen-Yardmen on the Fourth District, Albuquerque Division, including joint right employes employed on and after June 15, 1959.

(c) Yardmen-Trainmen on the Albuquerque Division, including joint right employes employed on and after June 15, 1959.

ARTICLE 16(j)
Section 1 Cont'd.

(4) Employees who have entered, or subsequently enter service as brakeman or yardman on the territories in 1 and 2 after effective date are accorded one seniority date and this seniority date shall apply as a common seniority date on the territories and in the services as trainman or yard helper.

Section 2

Seniority Districts

The separate seniority districts for brakemen and yardmen in effect prior to dual seniority are not amended or changed in any manner. Brakemen will continue to hold the same seniority rights to road service on the same territory after the effective date of this Agreement and yardmen will likewise continue to hold the same seniority rights to yard service in the same yards after the effective date of this Agreement.
(6-15-59)

Section 3

Seniority Rosters

Separate seniority rosters for brakemen and yardmen will be preserved and maintained in accordance with present schedule rules. All requests for corrections or omissions of seniority standing must be addressed in writing to the officer who issued the seniority roster within 90 days following date of first issuance. No request for correction or omission of a seniority standing will be entitled to or receive consideration if such request reaches the officer who issued the seniority roster more than 90 days following date of first issuance of the roster.

Section 4

Application of Dual Seniority

(1) In the application of dual road and yard seniority as provided in Section 1 hereof, the provisions of the agreement governing road or yard service will apply, i.e., when working in road service the provisions governing road service employees will apply; when working in yard service the provisions governing yard service will apply.

(2) Dual right brakemen-yardmen will be required or permitted to transfer from road to yard, or vice versa, under the following conditions:

(a) When he is in road service and can hold neither a regular assignment nor a place on the extra board out of the terminal where he is then working, he will be required, seniority permitting, to protect road service at some other terminal or transfer to yard service and exercise his seniority as yardman on any assignment held by a yardman his junior or on the extra board. When he is in yard service and can hold neither a regular assignment nor a place on the extra

board at that point, he will be required, seniority permitting, to transfer to another yard or to road service and exercise his displacement right as brakeman under schedule rules. Brakemen-yardmen exercising their seniority under the provisions of this item will be permitted to return to their former service when their seniority will permit them to do so providing written request is made to the proper authority. It is understood that a request for such return may be limited to apply only when they can work out of their home terminal.

(b) A yardman-brakeman who is promoted and has established seniority as a conductor under provisions of this Article, who transfers to yard service voluntarily, will be permitted to bid on advertised vacancies under Article 17 and will be subject to forced assignment provisions of that rule, while working as yard helper. As to forced assignments, the provisions of this agreement apply only to yardmen-brakemen working in yards where extra board for yardmen is located at the source of supply for conductors.

A yardman-brakeman who is forced into yard service because his seniority would not permit him to work in road service would be considered in this category only until such time as a junior yardman-brakeman who has been promoted is working in road service at the terminal where the forced assignment is made.

When a dual right employe, coming within the scope of this agreement, is cut off of a road extra board, he may transfer to some other point, seniority permitting, and continue in road service, or he may exercise his seniority as a yardman on any assignment held by a junior yardman, i.e., engine foreman or helper, at any terminal, except that prohibited below.

Likewise, a dual right employe cut off a yard extra board has the same right to protect road service or yard service at other terminals, his seniority permitting.

When a yardman voluntarily transfers from one yard to another, and prior to the completion of the six months' period that he is required to remain in the yard to which transferred, transfers to road service, he will, in the event he can no longer hold an assignment or the extra board in road service, be required to return to the yard from whence he came to complete the six months' period, the time in road service to be applied toward the six months' period.

Roadmen and Yardmen who have not previously moved from road to yard service, or vice versa, will have the same displacement rights as an employe who has made such transition. Yardmen moving from yard to yard by a voluntary choice will have displacement rights.

ARTICLE 16(j)
Section 4 Cont'd.

(3)(a) A brakeman-yardman, on authority of Superintendent or his representative, may voluntarily transfer from road to yard, or vice versa, seniority permitting. Superintendent will permit such employes to transfer in accordance with the provisions of this paragraph only when the extra board in the service to which transfer is desired is to be increased. Dependent upon the requirements of the service, transfers may be deferred until replacements are available and such action will not subject the Company to penalty payments.

Yardman-brakeman working in yard service desiring to transfer to road service on an increase of the extra board, will be governed by the following:

(1) Must make written request and will be permitted to confine request to a specific terminal. In the event increase is made at point other than specific terminal, original written request would not be cancelled, and would be honored when increase is made at terminal specified in original request.

(2) If the yardmen's board at a point will not permit the release of the senior employe having in request to transfer to road service but yardmen's board at another point will, junior yardmen may be transferred between boards to permit the release of the senior employe in preference to permitting a junior employe from that yard to transfer to road service.

(3) Brakemen-yardmen voluntarily transferring from road to yard, or vice versa, in accordance with above Item 3(a), will be required to remain in the service to which transferred for a period of three months unless unable to hold a regular assignment or the extra board in the service and/or at the terminal to which transferred, in which event he will be subject to the above Item 2 of paragraph (a).

(4) Brakemen-yardmen transferring from road to yard, or vice versa, under the provisions of Items 2(a) and 3(a) will be required to report for duty in service to which transferred within five (5) days from date of release from their former service. Failure to report within the five-day period referred to in this Item 4 will result in the forfeiture of all seniority rights unless the five-day period is extended by proper authority.

(5) Brakemen-yardmen voluntarily transferred from road to yard, or vice versa, will be marked up on the extra board in the service to which transferred at time of reporting.

(5)(b) It is understood that the ebb and flow between brakemen's service and conductors' service must be between employes working within the scope of those agreements.

Section 5

Promotion

Applicable schedule rules will govern the promotion of brakemen and yardmen in their respective services.

Section 6

Extra Boards

Separate extra boards covering road service and extra boards covering yard service, respectively, will be maintained and regulated in accordance with applicable schedule rules.

It is understood that on a local basis, the designated local representative for brakemen will handle road matters. Likewise the designated local representative for yardmen will handle yard matters.

Section 7

Deadheading

It is understood and agreed that the terms of this agreement shall not be construed as changing any of the provisions contained in the existing Road or Yard Agreements concerning deadheading or payments for deadheading affecting employes in road service, or affecting employes in yard service. However, it is understood and agreed that deadheading or loss of time resulting from the exercise of dual seniority rights by employes transferring from road to yard service, or from yard to road service, will be without expense to the Company.

Section 8

General

(1) It is understood and agreed that the terms of this agreement shall not be construed in any manner as modifying or amending effective applicable schedule rules with respect to separation of road and yard work.

(2) This agreement shall not be construed as changing or amending the Road or Yard Agreement, except as is necessary to make the provisions of those agreements conform with this agreement.

ARTICLE 16(j)
Section 8 Cont'd.
and ARTICLE 17

(3) It is recognized that problems may arise in the administration of this agreement, therefore it is understood and agreed that in the event such problems do arise, the parties, signatory to this agreement, will cooperate to correct such problems in a fair and equitable way to both parties.

ARTICLE 17

CHOICE OF PREFERRED RUNS -- BULLETINING VACANT ASSIGNMENTS

(a) Conductors and Trainmen shall have choice of any run on their respective districts, or divisions, to which their seniority entitles them.

In passenger service the senior trainman will have his choice of position on assignment where an arbitrary allowance is involved, providing physical restrictions of parties involved will permit.

(b) Except as provided for in Article 1(bb); Article 4(i); and Article 27(h); an employe losing an assignment, or displaced from an assignment, through no fault of his own, will be entitled to take any assignment in any service, on his seniority district, held by a junior employe in conformity with paragraph (f) of this article; however, if on the assignment, in the service he chooses there is more than one employe his junior, he will displace the junior employe in that assignment.

An employe reinstated with full seniority rights will take such assignment as his seniority entitles him to. If on the assignment he chooses there is more than one employe his junior, he shall displace either the junior conductor or junior brakeman in such assignment.

When an employe is barred from service on Southern Pacific joint track but is permitted to remain in Santa Fe service, he will be permitted, in conformity with paragraph (f) of this article to displace either the junior conductor or junior brakeman on the assignment he chooses so long as that assignment does not operate on Southern Pacific tracks.

(c) Employes taking what they deem preferred runs, if necessary to deadhead, must do so at their own expense.

Employes displaced at outlying points through seniority, who, themselves, have taken such assignments through seniority will, if necessary to deadhead, do so at their own expense.

(d) In making reductions in pool freight assignments it will be made in inverse order to the building up of the assignment and employes so relieved may exercise their seniority.

(e) When employes bid off of or give up an assignment they will not be allowed to bid for their former assignment until it has been once filled and again becomes vacant, except in the event of their being displaced through no fault or action of their own.

An employe bidding from a pool freight assignment on one district to a pool freight assignment on another district or any other assignment, cannot bid in a pool assignment on the former district until his assignment has been closed out. The bulletin advertising a new vacancy on the former district must have been posted after his former assignment is closed out.

NOTE: When a brakeman is forced assigned to a conductor's vacancy, and prior to the time his brakeman's vacancy is advertised and closed out he gives up the conductor's vacancy due to a junior conductor becoming available, he will not be prohibited from bidding in his former assignment under the provisions of paragraph (e) since he did not bid off or give up his original assignment as brakeman.

(f)(1) Employes who have been displaced or lose their assignment by reason of it having been abolished are thereby entitled by seniority to make displacement, must make written declaration of intentions within five (5) days, or lose their right to do so. They will, when displaced, automatically go to the brakemen's extra board on the district upon which relieved and take their turn as outlined for extra brakemen in Paragraph (e)(1) of Article 10. They may have the privilege, by notifying the Trainmaster within three (3) days in writing, of selecting the extra board to which they wish to be assigned.

When employes are displaced they will be notified of such displacement within two (2) hours after displacement occurs, whenever it is possible to do so.

Employes displaced on their layover day will not be placed on the brakemen's extra board until they have been notified of the displacement.

(f)(2) An employe having a displacement right will automatically relinquish his displacement right if declared a successful bidder on any assignment at effective time of displacement or subsequent thereto.

(f)(3) Extra employes may not voluntarily transfer from one point to another without written permission.

(f)(4) An employe having a displacement right under the provisions of paragraph (b) of this article, who is not on a leave of absence and did have access to Bid Bulletin but failed to bid, will be permitted to displace, under the provisions of paragraph (b) of this article, either the junior conductor or brakeman in any assignment at time of displacement. This does not alter the provisions of paragraph (m) and (o).

(f)(5) Regularly assigned employes who are restricted from the service to which assigned will be given a displacement right under the provisions of paragraph (b) of this article within five (5) days from date of notification by the Superintendent of restriction.

ARTICLE 17(f)(5) Cont'd.

In the event a trainman who has bid in a train baggageman's assignment becomes unable to perform the work because of physical condition, prior to expiration of the two months requirement, he may make displacement.

(f)(6) When the restriction is lifted, the employe will be given a displacement right, under the provisions of paragraph (b) of this article, in service from which previously restricted within five (5) days from the date of notification by the Superintendent that the restriction has been lifted.

(f)(7) Employes displaced while on leave of absence or vacation and entitled by seniority to make displacement must make written declaration of intention within five days from the time they report for duty or lose their right to do so. They will, when reporting for duty, automatically go on the extra board of the district on which displaced but may have the privilege, by notifying the trainmaster within three days in writing, of selecting the extra board to which they wish to be assigned.

(f)(8) Employes returning from leave of absence or vacation may, if not displaced from assignment to which assigned while absent, return to former assignment or may upon return, or within five days thereafter, exercise seniority rights on any other assignment bid in by a junior man which was advertised during such leave of absence or vacation, regardless of whether he has performed service on his regular assignment or not. It is understood that in such case displacement must be made in conformity with paragraph (b) of this article.

(f)(9) A pool freight employe returning from leave of absence or vacation will be permitted to make displacement on lower pool number advertised during absence and bid in by junior employe in his grade of service. If more than one junior employe bid into the same assignment on a lower pool number he may displace the junior employe in his grade of service that bid into assignment on a lower numbered pool while absent.

(f)(10) Employes who are displaced or whose assignment is abolished while on vacation or leave of absence will not be permitted to exercise their displacement rights until reporting for duty. Should they report one (1) day early, in order to avoid the loss of a day on their assignment and find that they have been displaced or their assignment cancelled, they will be permitted to make displacement at that time and work their new assignment on the last day if, by so doing, they would avoid losing a day on the new assignment subsequent to vacation period.

A trainman will not be considered as marked up after close of vacation period until he notifies crew clerk that he is available and ready for service. These provisions do not permit an employe to be absent without leave following completion of vacation.

NOTE: A conductor who has not laid off prior to his vacation period, will be automatically marked up on his regular assignment at the expiration of his vacation period.

(f)(11) When an employe who is on an outside assignment and does not have access to Bid Bulletins, and while on such outside assignment a junior employe bids in an assignment that was placed up for bid and bids closed while the senior employe was on the outlying assignment he will be given the same rights to make displacement thereon as an employe returning from leave of absence or vacation.

(f)(12) In the event a promoted trainman who has been holding assignment as trainman in chain gang pool service places bid for and marks up on conductors' extra board in line with conductors' agreement in effect at that terminal and subsequent to above change, but prior to time bids close on conductor's extra board assignment, the pool turn of the promoted brakeman is abolished, such trainman has displacement right in the event he is not the successful bidder on conductors' extra board, but he would have no rights prior to time bids closed on such assignment, or if he was the successful bidder on the conductor's assignment.

(f)(13) In the event a brakeman is cut off of one extra board and goes to another extra board on his seniority district, paragraph (b) and (f) of this Article 17 applies, that is, such brakeman will have five days to exercise his seniority from date he is cut off of former extra board. This does not prevent brakeman from marking up on new extra board and later displacing, providing same is done within the five day period.

(f)(14) Employes will be permitted to exercise their displacement right after their arrival at home terminal prior to date of actual abolishment of an assignment, when it is known that such assignment is to be abolished prior to their next schedule time to protect such assignment. This does not apply when assignments are readvertised under Article 17(o).

(f)(15) The Company is not to be committed to any additional expense because of seniority move.

(g) Employes, whether regularly assigned or extra, shall be considered as having been displaced immediately upon written declaration made by a regularly assigned or senior extra employe. If and when the run departs and the employe who has made written declaration for the run is not ready for service, regardless of whether he is held off for other service or lays off, the vacancy shall be filled under Schedule rules.

NOTE: ~~Employes, having made a written declaration of a permanent displacement on an outside assignment and then being declared the successful bidder on another assignment before reporting for duty on outside assignment, will be required to protect the outside assignment on which he made displacement until relieved as provided in paragraph (s) of this Article 17.~~

ARTICLE 17(h)

(h) Employees will be permitted to make seniority displacements whether they are rested or not.

Employees, in making seniority displacements, must do so in writing.

(i)(1) When a Los Angeles passenger employe lays off at Needles in an emergency the Needles extra employe will be relieved at Los Angeles and deadheaded back under pay; and the regular man will be deadheaded to Los Angeles without pay and report for duty at that point.

(i)(2) Needles passenger employes on the Los Angeles-Parker run may lay off at Los Angeles and the vacancy filled from the Los Angeles extra board unless a Needles extra employe desires to deadhead to Los Angeles without cost to the Company.

(i)(3) Needles passenger employes on the Los Angeles-Needles assignment will be permitted to lay off at Los Angeles for not more than one trip. Vacancies will be filled from the Los Angeles extra passenger board unless Needles extra employes desire to make themselves available at Los Angeles to fill the place without expense to the Company. It is understood under this paragraph that any Needles employes laying off more than one trip must lay off and report at Needles. In an emergency case, such as sickness, where Needles employes lay off at Los Angeles and are off more than one trip, the Los Angeles extra employes will be relieved at Needles on second trip into that terminal and deadhead back under pay, and the regular employes will be deadheaded to Needles without pay and report for duty at that point.

(i)(4) Notice will be posted at Needles for all known vacancies of 14 days or more, including vacations, on the Needles portion of the Los Angeles passenger assignments prior to the vacancies and the oldest extra employe expressing himself for such vacancy will be placed thereon when vacancy is created at Needles and remain thereon, irrespective of the first-in, first-out rule at Needles, until relieved by the regular employe or the successful bidder on the temporary vacancy.

(i)(5) If a San Bernardino chain gang or local employe lays off at Los Angeles in case of emergency and the Los Angeles extra employe is used on his turn, the Los Angeles extra employe will be relieved upon arrival at San Bernardino and deadheaded home under pay. The regular employe must report for his run at San Bernardino without cost to the Company. It is understood all such layoffs at away-from-home terminals are only granted in case of sickness or accident or other extreme emergencies.

(j)(1) In assigning passenger crews between Los Angeles and Needles or Los Angeles and Parker, where there is an odd crew it will be manned by a Needles crew.

(j)(2) The first choice of runs between Los Angeles and Needles will be alternated between Los Angeles and Needles crews on each timetable change where three or more sets of runs are advertised.

ARTICLE 17(j)(2) Cont'd.

Each set of runs will be advertised for two conductors and four trainmen on set of runs preferred as first choice by the seniority district having first choice, and one conductor and two trainmen from the other seniority district, alternating on the basis of two and one conductors and four and two trainmen until all sets of runs are filled.

(j)(3) Interseniority district extra work between Los Angeles and Needles will be divided on an equal basis and information will be furnished bi-monthly to crew clerks and local chairmen at Needles and Los Angeles showing the division of extra passenger work between Los Angeles and Needles crews.

(k) For filling of odd assignment of passenger crews operating between Winslow and Needles, the odd assignment of three crews shall alternate between Winslow and Needles crews on semi-annual periods of six (6) months each.

Home terminal of assignment on runs operating between Winslow and Albuquerque-Belen shall be equalized on a 50-50 basis as between Winslow and Albuquerque.

When there is an odd run, home terminal shall alternate between Winslow and Albuquerque on semi-annual period of six months. (*See Appendix "L"*)

(1)(1) Passenger service between Albuquerque-Belen and Winslow, assigned and unassigned, will be divided between First and Second District conductors and helper conductors as nearly as practicable on a percentage basis according to train mileage on each District and in the manner shown below:

(1)(2) Helper conductor's assignments and extra work will be considered separate and not a part of regular conductor's work.

(1)(3) In assigned service runs will be paired by the Superintendent and, so far as practicable, on a basis mutually agreeable to local chairmen and when trains operate daily and under present basis of compensation, three conductors will be assigned to each set of paired runs. To the extent that the total number of runs involved and division thereof on the mileage percentage basis will permit, all three assignments on each set of runs will be allocated exclusively to either First District conductors or Second District conductors, but when this cannot be done on a mileage percentage basis, then only one set of runs will be split as between assignment to conductors of the two Districts. When the total number of crews required is such that division thereof on the mileage percentage basis would result in the assignment of a conductor to either District for less than a full year's work, then the odd conductor will be initially assigned to the District entitled to the greater proportion of the full year's work and the run will be rotated between conductors of the two Districts with the minimum number of changes required to effect balance on a yearly basis.

(1)(4) On runs as paired by the Superintendent, First District conductors will have first choice of Albuquerque runs and Second District conductors, second choice, etc. On Belen runs, Second District con-

ARTICLE 17(1)(4) Cont'd.

ductors will have first choice and First District conductors second choice, etc., it being understood that in the event of runs operating via both Albuquerque and Belen and only one set of paired runs via Belen that the one set of Belen runs will be allocated to Second District conductors. On paired runs manned exclusively by First District conductors Albuquerque (or Belen as the case may be) will be home terminal and long layover point. On paired runs manned exclusively by Second District conductors, Winslow will be home terminal and long layover point except that on any set of Albuquerque runs manned by Second District conductors, Albuquerque may be designated as the long layover point, if desired by majority of regular conductors assigned thereto. On runs manned jointly by First District and Second District conductors, Albuquerque (or Belen as the case may be) will be home terminal for First District conductors and Winslow home terminal for Second District conductors; long layover point will be Winslow or Albuquerque (Belen) as desired by majority of conductors assigned thereto. Provision as above for designation by employees of other than home terminal as long layover point for assigned runs is only applicable where such designation does not result in increased expense to the Company.

(1)(5) Only First District conductors will be eligible to bump or bid on runs allocated to First District conductors; similarly only Second District conductors will be eligible to bump or bid on runs allocated to Second District conductors. Except as hereinafter provided all displacements and layoffs must be made at home terminal of assigned conductor and relief work on assigned runs will be performed by conductors holding seniority on the district to which the run is allocated. Second District conductor on Albuquerque long layover run will be permitted to lay off at Albuquerque for two round trips and the run will be filled by First District extra conductor from Albuquerque. If in emergency regular conductor is not able to protect the run after being off the two round trips, the First District conductor will continue to protect the run unless displaced at Albuquerque by Second District conductor who has volunteered to and received permission to deadhead to Albuquerque on his own time and expense to make displacement, in which event the regular conductor when resuming duty will do so at Winslow without expense to the company. A Second District conductor on a Winslow-Belen run laying off in emergency at Belen will be relieved by extra conductor from Albuquerque for one round trip and assigned conductor will return to the run at Belen. If the emergency is to continue for more than one round trip, the First District extra conductor will be released when again arriving at Winslow and returned to Albuquerque under pay and the run will then be filled by Second District extra conductor and the regular conductor, when resuming duty will do so at Winslow and without expense to the Company. A First District conductor laying off at Winslow in emergency will be relieved by Second District extra conductor who will be released at Albuquerque or Belen and deadhead back to Winslow under pay and unless regular conductor has reported for duty at home terminal of the run when same is next due out, the vacancy will be filled by First District extra conductor from Albuquerque. In either case, the regular conductor laying off in emergency at Winslow must, on his own time and expense, resume duty at home terminal of the run.

ARTICLE 17(1)(6)

(1)(6) Mileage made in relief service as above on Second District runs by First District extra conductors or on First District runs by Second District extra conductors, will not be charged against First or Second District extra conductors, as the case may be, in equalizing mileage in extra passenger service on the five to four basis.

(1)(7) Vacancies on regular First District passenger conductors' assignments with home terminal at Belen will be filled from Albuquerque. When an extra passenger conductor is deadheaded Albuquerque to Belen to fill a vacancy on a regular assignment, payment will be made on continuous time basis Albuquerque to Winslow, and on return trip Winslow to Belen when he has completed filling the vacancy payment will be made on continuous time basis Winslow to Albuquerque. Extra passenger conductors from Albuquerque in relief service will be furnished free bus transportation when train service is not available between Albuquerque and Belen, in both directions.

(1)(8) Extra passenger trains will be manned by extra conductors of First and Second Districts in the ratio of five round trips for First District extra conductors to four round trips for Second District extra conductors. When practicable, the round trips to be alternated with first round trip by First District conductor and second round trip by Second District conductor, etc., until conductors of each District have made four round trips when two round trips in succession will be allocated to First District conductors. It is understood that when not practicable in all instances to handle on the basis above shown, the inability to do so will not constitute basis for pay claims with the further understanding that the five to four ratio will be promptly restored by using extra conductors from the District which is short for successive round trips until this is accomplished. It is further understood that in regulating distribution of work on the five to four basis, conductors used in service or deadheaded to their away-from-home terminal do not have the right under Section (a) of Article 10 of the Agreement to stand first out in the direction of home when such away-from-home terminal for them is the home terminal for conductors on the district which is short on the five to four basis.

*First District conductors on Winslow long layover runs will be permitted to lay off at Winslow and may also be relieved on vacation at that point, and runs will be filled by Second District extra conductors from Winslow. The mileage run by Second District extra conductors in filling these First District vacancies will be considered as extra passenger work between First and Second Districts and shall be computed as such under the provisions of Article 17 paragraph (1)(8).

(m) When there is a change of terminal or layover point; two hours in leaving or arriving time since last bulletined; when bulletined mileage for any day scheduled to operate is changed twenty (20) miles or more; or a change in class or service, the run will be advertised.

NOTE: When issuing bulletins calling for bids for assigned freight runs, there will be a time set for departure specified in the bulletin.

ARTICLE 17(m) Cont'd.

Employees displaced because of rebulletining runs (whether one or more crews assigned thereto) must bid thereon; failing to do so will not have the right to displace the successful bidder on such assignment.

(n)(1) Local freight runs, switch runs, or tramp runs in effect for two weeks will be considered regular and will be bulletined for seniority choice of employees, and in event it is anticipated at the time run is put on, or prior thereto, that a run of this sort will be required for two weeks or more, such run will be bulletined in advance or at time necessity for maintaining run for not less than two weeks is apparent.

All new and vacant assignments shall be advertised by bulletin for a period of five days and the senior applicant shall be placed thereon. Should he relinquish the run before going out on same the assignment will be readvertised.

Bids for advertised conductors and brakemen vacancies will be closed at same time and assignments will be made as soon as possible thereafter to be effective immediately. If no bids are received for an advertised vacancy, force assignments will be made on the basis of employees' status immediately prior to close of bids.

(n)(2) Bulletins calling for bids for new and vacant assignments will be posted daily, except Sunday and/or Legal Holidays, for a period of five (5) days, except that five day period may be extended, as necessary to avoid closeout on Sunday and/or Legal Holidays.

(n)(3) New assignments may be advertised five (5) days prior to date assignment will start work and a specific date for establishing the assignment will be set forth in the bulletin. In the event it later develops that the assignment is not needed, on the effective date the bulletin will be cancelled and again readvertised when subsequently needed.

Agreed to interpretation:

In the event an assignment is abolished before the bids close then the bulletin should be cancelled and all employees to remain in their former status and should be treated as though assignment had not been advertised. However, if subsequent to the close of the bids and before assignment actually starts to work, the assignment is abolished then the successful bidders should be given displacement rights.

(n)(4) Assignments will be made as soon as possible after one hour after bids close but not later than two hours after bids close.

(n)(5) When a permanent vacancy is advertised in pool service employees will be permitted to bid from a higher to a lower numbered pool, as from five to three, ten to four, etc., but not from a lower to a higher numbered pool, as from one to four.

An extra conductor who is holding an advertised vacancy, under provisions of Article 20(a), will, if tied up at home terminal or on arrival at home terminal, be relieved at closing time of bid bulletin.

ARTICLE 17(n)(5) Cont'd.

If, when the run departs and conductor who is successful bidder is not ready for service, for any reason, the vacancy will be filled as a new vacancy.

(n)(6) Employees bidding in new assignments advertised for more than one conductor or trainman will be assigned in the order of their arrival time at home terminal rather than in order of seniority. If two employees arrive at same time the senior employee will be used first.

(n)(7) Employees relinquishing an assignment after notice of assignment has been issued will be placed on the trainmen's extra board until assigned to other vacancy because of subsequent bulletin.

(n)(8) Employees will not be permitted to submit bids on vacancies advertised while on leave of absence under Form 1516 or vacation, except where assignments are advertised for bid prior to vacation period or taking a leave of absence, then they must bid for same even though the bid is closed out while they are on vacation or leave of absence. They will not be permitted to make displacement on such assignments, under the provisions of paragraph (f) of this article, upon return.

(n)(9) When no bid received,

(n)(9)(a) if the assignment to be filled is for a conductor, the junior extra conductor on district or districts (not seniority district) protecting the service will be assigned. On Los Angeles and Valley Divisions if run is passenger the junior conductor having uniform will be assigned,

NOTE: When a conductor is forced onto an assignment because of no bids received, when the vacancy was advertised, he will, in event an employe junior to him becomes available, be permitted, if he desires, to give up the vacancy, said vacancy to be readvertised; in event no bids received the then junior employe to be assigned. If the vacancy is at an outside point any deadheading necessary to fill the run will not be paid for. A junior conductor forced assigned must remain on the assignment until such time as a conductor junior becomes available, or until he bids in another run as conductor.

This note would apply to the junior conductor on the district or districts protecting the service who is regularly assigned to a run irrespective of whether or not he bid on the job or was forced on it by assignment because of no bids.

(n)(9)(b) if the assignment to be filled is for a brakeman, the junior qualified brakeman on the extra board protecting the service will be assigned.

Agreed Interpretation:

In application of above Article 17(n)(9) when a junior brakeman bids in assignment and desires to relinquish it, there will be

ARTICLE 17(n)(9) Cont'd.

no distinction between a case where junior brakeman is forced assigned and when he bids in such assignment. Extra brakemen holding a temporary vacancy as train baggageman under Article 1(bb)-(5)(b) will not be eligible for forced assignments.

(n)(9)(c) A junior employe who is on a 14 days' or more vacation or on authorized Form 1516 leave of absence will not be assigned and the next junior unassigned employe who is not on authorized Form 1516 leave of absence or 14 days' or more vacation will be assigned.

(n)(10) When a trainman is assigned under above paragraph he will be permitted to give up such assignment when a man his junior is on the extra board protecting the service and qualified to fill the assignment.

(n)(11) When advertising vacancies on assignments that work 20 days and off 10 days or similar assignments that have more than five (5) consecutive days off, which would normally close out during the off period, they will be advertised to close out two (2) days before the end of the off period and successful bidders will be considered assigned to the run at time bids close.

(n)(12) An employe who is holding a temporary vacancy, advertised as a permanent, if tied up at home terminal or on arrival at home terminal, will be relieved at closing time of bid bulletin. If, when the run departs and man who is successful bidder is not ready for service, for any reason, the vacancy will be filled from extra board.

(o)(1) When regular assigned passenger or freight assignments on which more than one crew is assigned are readvertised, employes losing a run because assignment is annulled, when bidding, will be required to bid for first, second and third choice, etc.

(o)(2) It is the idea that employes displaced because of rebulletining of any assignment must bid thereon or, failing to do so, will not have the right to displace the successful bidder on such assignment.

EXAMPLE: When it is necessary to readvertise all passenger assignments the bulletin posting the runs should state that employes must make first, second and third choice or as many choices as necessary to secure their rights. Then if they neglect to place bids upon the assignment and junior employes are assigned thereto, they will not be permitted to displace such junior employes until the runs are again vacated or until they themselves have again been displaced through no fault or action of their own. Of course, if under the circumstances as above an employe neglects to bid on the set or sets of assignments which have been bulletined he would, when displaced, have the right, within five days, to displace some-

body his junior on some other assignment or set of assignments which have not been bulletined at the time. In other words, the changing of the assignments would not deprive an employe from exercising his seniority when displaced at some other point or some other service which had not been changed.

(o)(3) When assignments are readvertised, employes may remain on the runs pending the close of bids, subject to being displaced during the bid period by a senior man, except as provided in Article 4(h). This will not prevent a freight conductor from being used or his asking to be used as extra passenger conductor under the provisions of Article 20 nor a promoted trainman from being used as an extra conductor.

(p) Trainmen making permanent or temporary displacements, or bidding in permanent or temporary vacancies on crews, must have as much time for service as the remainder of the crew.

Conductors making permanent and temporary displacements or bidding in permanent and temporary vacancies on crews will be used if they have doubling time as provided in Article 10(i).

EXAMPLE 1: An extra conductor catches a run as the senior available conductor. He is not making a permanent displacement; neither is he bidding in a permanent or temporary vacancy and would, therefore, not be subject to the rule. If he had doubling time he would be used.

EXAMPLE 2: An extra conductor exercising his seniority right in displacing another extra conductor who has caught a run as the senior available man, is not making a permanent displacement, neither is he bidding in a permanent or temporary vacancy, therefore, would not be subject to the rule. If he had doubling time he would be used.

(q)(1) When a vacancy has existed for ten (10) days, it will be bulletined and assigned as a permanent vacancy under the applicable rules. An employe whose position is bulletined under this paragraph due to his having laid off shall have the right, upon his return to service, to return to that position even though an employe his senior has been assigned, or exercise his seniority as provided by paragraph (f) of this article. He will not, however, be permitted to return to that position if an employe his senior has displaced thereon subsequent to the close of bids. The employe displaced in such instances will have displacement rights as provided in paragraph (f) but will not be permitted to displace the returning employe.

(q)(2) Any deadheading as a result of this rule is to be without expense to the Company.

(q)(3) Brakemen: Days of a vacation will not be counted to create a vacancy under this paragraph unless the brakeman lays off prior to the start of his assigned vacation.

Conductors: Days of a vacation will not be counted to create a vacancy under this paragraph.

ARTICLE 17(q)(3) Cont'd.

*Brakemen's provisions applicable to conductors at Los Angeles, San Bernardino and Needles.

NOTE: This paragraph (q) of Article 17 will be applicable to train men holding train-baggage assignments; however, when returning to service after being absent, the individual must return to his former train baggage assignment, seniority permitting, if he has not completed the two months' period during which he is required to remain on the assignment.

(q)(4) Needles only:

(q)(4)(a) Only unassigned conductors will be allowed to mark up or OK on known conductor vacation vacancies, and will be required to protect this assignment until displaced by senior unassigned conductor or relieved by regular assigned conductor, and after displacement will return to his regular brakeman assignment.

(q)(4)(b) A regular assigned brakeman who marks up or OK's as an unassigned conductor on a conductor vacation vacancy, his regular brakeman assignment vacancy will then be protected as a rotating vacancy by the brakemen's extra board. Upon being displaced, he will be returned to his regular brakeman assignment.

(q)(4)(c) An unassigned brakeman, who is working from the brakemen's extra board and at the time marks up or OK's on a conductor vacation vacancy and then is displaced, will lose his standing on the brakemen's extra board and will be placed at the bottom of the brakemen's extra board at the time displaced. If relieved by regular conductor, he will then be placed on the brakemen's extra board as per Article 10(e)(1).

(q)(4)(d) A regular assigned brakeman or extra brakeman (unassigned conductor) who marks up or OK's on a conductor vacation vacancy must have as much time for service as the regular brakeman on the pool assignment. If he does not have as much time for service as the regular brakeman, the conductor's assignment will be protected from the conductors' freight extra board.

(q)(4)(e) A regular assigned conductor who gives up or relinquishes his assignment in order to mark up or OK on a conductor's vacation vacancy will be permitted to bid in another conductor's or brakeman's assignment as per Article 17(e), and if he should be the successful bidder on either the conductor's or brakeman's assignment, he must remain on the conductor's vacation vacancy until displaced by a conductor his senior or by the regular assigned conductor.

(q)(4)(f) An unassigned conductor marking up or OKing on a conductor vacation vacancy must submit a request in writing to the crew clerk as to the assignment marking up on and must designate previous hours of service, if any.

ARTICLE 17(r)

(r) When a conductor is deadheaded to any outlying point under pay to fill a vacancy and is later displaced by a senior employe, the employe first deadheaded will be paid for return movement; the senior employe relieving first employe deadheaded will not be paid in either direction.

(s) When a regular or extra employe working an outside assignment bids in a different assignment, he will be relieved within twenty-four hours.

*Conductors who bid in, displace on, or are force assigned to vacancies of conductor on any outside job on the Second and Third Districts Albuquerque Division (including road switchers, switch tenders, work trains, etc.) and who later give up the assignment to go to the extra board or bid in another assigned job will be required to remain on the assignment they relinquished until the close of bids.

(From Understanding March 2, 1976)

(t) Conductors in through freight service will go on and off duty at the following locations:

Telegraph Office - Albuquerque
Yard Office - Belen
Passenger Depot - Gallup
Yard Office - Winslow
Yard Office - Seligman
Yard Office - Needles
Yard Office - Barstow
Yard Office - ("A" Yard) - San Bernardino
Yard Office - (First Street) - Los Angeles
Yard Office - (22nd St.) - San Diego
Yard Office - Bakersfield
Yard Office - Calwa
Yard Office - Riverbank
Yard Office - Richmond

Change in these locations for going on and off duty will not be made without conference and agreement between representatives of the Company and the Organization.

Assignments of conductors to local freight and road switcher service may be bulletined to go on and off duty at points in the terminal other than those designated above. When such points are designated, the on-duty point shall also be the off-duty point.

(u)(1) When assigned runs are changed, regardless of whether such changes are sufficient to require rebulletining under provisions of paragraph (m) of this article, crew assigned thereto will be notified of such changes, in writing, before arrival at terminal on the last trip preceding the time the change is to become effective. If not so notified and they do not lose a day they will be paid for the first trip subsequent to the change, either the mileage of the changed assignment or the mileage of the prior assignment, whichever is greater; if a day is lost, they will be paid therefor.

ARTICLE 17(u)(2)

(u)(2) When an assignment tying up at an outlying point becomes impaired and is rebulletined under provisions of paragraph (m) of this article, it will not be considered a new run under provisions of paragraph (n), but employes assigned thereto may surrender it and exercise their seniority by so notifying the trainmaster; otherwise, they will remain on the assignment until successful bidders are ascertained.

NOTE: Under the above, an employe may surrender the assignment at any time during the advertising period and exercise his displacement right under the displacement rules.

(v) Bids for advertised vacancies may be submitted, in duplicate, and crew clerk, or a member of the Agent's staff, will sign duplicate copy of bid showing date and time received returning same to the employe and mailing original to Trainmaster's office. Bids accepted at outlying points will only be considered valid if presented by the employe prior to the last train connection carrying company mail which arrives at the terminal where bids close prior to closing time of bids. Employe submitting bids at variance to the above, such as Western Union, U.S. Mail, and Company Mail, will be at the risk of party submitting same.

(w) Excepting when it is impossible to perform regular service due to an act of Providence, assigned road switcher, work train, local freight and mixed train crews are entitled to start a trip each calendar working day (including legal holidays), and to receive compensation therefor.

Assigned through freight crews are entitled to start a trip each day assigned to work and to receive compensation therefor.

The above understandings are subject to the following conditions:

(1) If a crew fails to start a trip on any day assigned to work, but starts two trips the following day, its pay for the first trip will be calculated from two hours after its assigned starting time or 11:55 p.m. of the preceding date, whichever is the earlier, and the first trip will be considered as having started at that time, thus satisfying the requirements that a trip will be started each day the crew is assigned to work.

EXAMPLE: A crew assigned to start a trip at 11:00 p.m. of the 1st, but is not actually placed on duty until 1:00 a.m. of the 2nd, and is again brought on duty prior to midnight of the 2nd. The guarantee of the 1st will be satisfied by paying as though the trip commencing at 1:00 a.m. of the 2nd had been started at 11:55 p.m. of the 1st.

EXAMPLE: A crew is assigned to start a trip at 9:30 p.m. of the 1st but is not actually placed on duty until 1:00 a.m. of the 2nd, and is again brought on duty between 9:30 p.m. and midnight of the 2nd. The guarantee for the 1st will be satisfied by paying as though the trip commencing at 1:00 a.m. of the 2nd had been started at 11:30 p.m. of the 1st.

ARTICLE 17(w)(2)

(2) If a crew fails to start a trip on a day assigned to work and starts only one trip on the following calendar day, it will be allowed the mileage without overtime (subject to the minimum day rule) of the assignment for the day on which a trip was not started, and compensation for the trip started the following day will be computed from the time called to report therefor. If and when the crew subsequently starts two trips on a calendar day, both trips will be paid for without regard for the fact that a trip not made has already been paid for.

EXAMPLE: A crew assigned to start a trip at 11:00 p.m. of the 1st is not placed on duty until 5:00 a.m. of the 2nd, starts only one trip on the 2nd and 3rd, but starts two trips on the 4th. Pay the mileage without overtime of the assignment for the 1st, actual earnings for the 2nd and 3rd, and actual earnings as of two trips for the 4th.

(3) If an employe is required to report for duty more than two (2) hours in advance of his assigned starting time, he will be allowed an additional day's pay.

EXAMPLE: An employe with assigned starting time of 10:00 p.m. is called for duty at 7:00 p.m. He will be paid a minimum day for the time in advance of 8:00 p.m. and the time, or miles, of the assignment, subject to the minimum day rule for the time subsequent to 10:00 p.m.

(4) If a crew is called for duty more than two hours after its assigned starting time but prior to midnight, its pay will be calculated from two hours after its assigned starting time.

When the occupant of an assigned freight run requests and can be notified but is not notified as to the call being set back, he will be paid from the bulletined on-duty time. When notified that assignment is set back prior to reporting or when Carrier is not responsible for failure to so notify the occupant of the assignment, payment will start not later than two hours after the bulletined on-duty time of the assignment.

EXAMPLE: If a crew is assigned to start a trip at 7:00 p.m. but is not called to report for duty until 11:00 p.m., its time will commence at 9:00 p.m.

(5) In so far as concerns crews assigned to local freight and mixed train service, Items 1 and 2 are applicable only under circumstances wherein the local freight and mixed train guarantee rules apply.

ARTICLE 18

APPLICATION FOR EMPLOYMENT

(#)Section 1 - Probationary Period

Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the Carrier must be declined in writing to the applicant.

(#)Section 2 - Omission or Falsification of Information

An employe who has been accepted for employment in accordance with Section 1 will not be terminated or disciplined by the Carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employe would not have been hired if the Carrier had had timely knowledge of it.

(#) (*Article VII, National Agreement of August 25, 1978*)

ARTICLE 19

LEAVE OF ABSENCE

(a) Leave of absence will be granted at the discretion of the Company and, except in case of sickness or where serving on UTU's committee, will be limited to not to exceed one year.

(b) When reasonable notice has been given members of grievance committee shall be granted leave of absence when on committee business.

(c) Employes, accepting positions with the State Public Utilities Commission or the Interstate Commerce Commission, will be granted leave of absence for the period employed by these Commissions.

(d) An employe confined to a hospital due to physical incapacitation that renders him unable to resume duty, will be protected by leave of absence until released by the hospital doctor.

BEREAVEMENT LEAVE

(#)(e) Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employe's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employes involved will make provision for taking leave with their supervising officials in the usual manner.

(#) (*Article XII, National Agreement of August 25, 1978*)

ARTICLE 20

EXTRA WORK, FREIGHT AND
PASSENGER, UNIFORMED FREIGHT
CREWS

(a) Except as provided in the third paragraph hereof and in section (c) of this article, the senior eligible freight conductor assigned or unassigned must do all of the extra passenger work when available.

The senior extra freight conductor on respective district will do all extra freight running when available. When not available the senior available extra freight conductor will be used. An extra freight conductor working as a brakeman may be permitted to lay in, making himself available for extra freight service if he can be relieved.

EXAMPLE 1: One passenger vacancy open at one o'clock and one at 1:30; senior eligible conductor must take the first vacancy if he is available even though he prefers the latter.

EXAMPLE 2: Extra passenger conductor "A" due out at 9:00 in freight service; a passenger vacancy to be open following day and it is known that conductor junior to "A" will be available, the Company may not desire to hold "A" but he may be permitted to lay in, making himself available for extra freight service if he can be relieved.

Unless otherwise provided, an extra conductor protecting either freight or passenger vacancy under this article will remain thereon until relieved by the regular conductor or displaced by a senior conductor.

In addition to assigned passenger conductors the following number of conductors will provide themselves with uniforms:

- Eight at Albuquerque - First District.
- Seven at Gallup - First District.
- Eight at Winslow - Second District.
- Eleven at Winslow - Third District.
- Fifteen between Seligman and Barstow.
- Four between Barstow and Bakersfield.

Conductors electing to provide themselves with uniforms in compliance with the above will do so through bid and shall be subject to displacement under paragraphs (b) and (f) of Article 17. Should there not be enough bids to fill the quota assigned to each district, then a sufficient number of the senior extra freight conductors must provide themselves with uniforms to insure fulfillment of the quota. Senior conductors who do not elect to provide themselves with uniforms will not be entitled to payment under runaround clause when junior conductors are available and used.

Conductors assigned to passenger classes may mark up for "Passenger Only" and his regular assignment and turn, or turns, as extra freight conductor will be bypassed until he marks up for his regular assignment.

ARTICLE 20(b)

(b) All extra passenger work which originates and terminates between Riverbank-Bakersfield, both inclusive, will be protected by Calwa Extra Conductors' Board, except that if a Richmond extra conductor is available, at the point of origin, he will be used. All other extra passenger work will be handled by Richmond Extra Passenger Conductors' Board.

(c) Conductors bidding in work trains, mixed and local freight assignments will not be used except in emergency for extra passenger work under paragraph (a) of this article when having notified the trainmaster in writing of their desire not to be used in such service while holding such runs, it being understood that having filed such notice it may not be withdrawn while conductor holds same assignment. Runaround rule is not to apply in fulfilling this paragraph.

(d) A regular or extra conductor, holding an assignment at an outlying point, will not be available for service as an extra conductor at the terminal of the district.

(e) An extra conductor holding an assignment as brakeman in passenger service, will not be used, except in case of emergency, as an extra conductor under paragraph (a) of this Article when he has so notified the trainmaster in writing of his desire to be not so used. Having filed such notice, it may not be withdrawn while holding such assignment. Runaround rule is not to apply in fulfilling this paragraph.

(f)(1) A regularly assigned conductor will not be required to hold himself in readiness for service on his layover day unless so notified. If held for service and not used, will be paid a minimum day at rate applicable to service to which assigned.

(f)(2) An emergency conductor taken from his regular assigned run in service other than that of conductor shall be compensated for service performed as a conductor under rules governing, but he shall not be paid less than he would have earned had he remained on his regular assignment.

If his regular assignment is not operated during the time he is used in the other service, he will be paid the earnings of the additional service. If prevented from being used on his regular assignment account hours of service law following his use in the other service, he will be paid the earnings of his regular assignment for that trip.

(f)(3) An assigned conductor used off of his regular assignment will receive not less than what he would have earned had he remained on his regular assignment.

If his regular assignment does not operate during the time he is being used off his assignment, he will be paid the earnings of the additional service. If prevented from being used on his regular assignment account hours of service law following his use off his regular assignment, he will be paid the earnings of his regular assignment for that trip.

* (f) (4) Applicable at San Bernardino, Needles, Winslow, Gallup, Bakersfield:

"When the Freight Conductors Extra Board is exhausted, and there is no demoted conductor on the regular crew, the senior rested available conductor who is working as a brakeman and has not signed off to protect extra conductors work will be used. (This would not prevent the use of the senior employe signed off in case of emergency or absence of available promoted employe not signed off.)

It will be necessary for an employe desiring to sign off extra conductors work to submit in writing to the Crew Dispatcher a notice he does not desire to run other than his own assignment. It will take a 15-day notice to cancel such a request.

Employes signing request not to be used will not be entitled to runaround rule if not used."

* (f) (5) In filling of Foremen's vacancies at Gallup when there are no foremen available in yard service, the vacancies will be filled:

1. First go to the brakemen' extra board and use the first out qualified man holding seniority as engine foreman for the vacancy.
2. If vacancy cannot be filled in this manner, the next step will be the first out conductor on the conductor's extra board.

(NOTE) If filled under items 1 and 2 above, the man used will stand first out after 8 hours from time of tie-up but not earlier than completion of the 8 hour shift of yard assignment, but will not be required to work 2 consecutive shifts in the yard as a foreman.

3. If conductor's extra board is exhausted, the senior extra conductor should be used. (*From Agreement of December 14, 1968.*)

(g) (1) When conductors who are assigned to the Extra Passenger Conductors' Board or the Extra Freight Conductors' Board or Unassigned Emergency Extra Conductors lay off or miss a call for conductor's service, they will not again be considered available for service as an extra conductor, except in case of emergency, until after the expiration of twelve (12) hours.

* (g) (2) Needles:

"When Conductors on the Passenger Conductors' Extra Board, at Needles, lay off, or miss a call, and their turn is called for a regular assignment (conductor's vacancy) to Los Angeles and return, they will not be permitted to report for service until this assignment returns to Needles from Los Angeles."

(*From Letter Agreement December 26, 1957.*)

ARTICLE 20(h)

(h) Passenger Conductors' Extra Board:

(h)(1) On districts where there is sufficient extra passenger work to warrant the establishment of a passenger conductors' extra board, it will be done, the establishment of such boards to be confined to home terminals of through passenger assignments.

(h)(2) The number of conductors assigned to each passenger conductors' extra board, established under provisions of paragraph (1) of this Section, will be regulated by the Conductors' Local Committee as per Article 25. In the regulation of the mileage on the Passenger Conductors' Extra Board the mileage check will be made on a ten (10) day basis, such check to be made to cover the ten-day period ending with the 10th, 20th and last day of each month. The Carrier will maintain a form, at each point where the Board is located, for the purpose of registering the dates and the mileage made by conductors assigned to or working on the Passenger Conductors' Extra Board.

NOTE: There is no prohibition against either increasing or decreasing the number of conductors on the board between the 10-day checking periods when the extra work available to the conductors increases or decreases to a point where the mileage principles of Article 25 cannot be accomplished.

(h)(3) Where extra boards are established as per paragraph (1) of this Section or when vacancies thereafter occur on such boards the provisions of Article 17 will apply. Turns will be marked up on the Board and the senior available extra freight conductor making request, in writing, will be marked up on the same, pending close of bids, subject to displacement by a senior eligible extra freight conductor, making such request in writing. In either case, the conductor making such request or displacement will remain on the vacancy, or turn, until the successful bidder reports for same. In the event no application is made, in writing, for the vacancy, or turn, the turn will be bypassed and placed at foot of board at the time bids close.

(h)(4) When extra board is decreased, as per paragraph (2) of this Section, the junior conductor assigned thereto will be removed and he will have the right of displacement as per Article 17(b).

(h)(5) When vacancies occur on the extra board, other than those referred to in paragraph (3) of this Section, the senior available extra conductor making application, in writing, will be permitted to mark up on same, subject to displacement by a senior available extra conductor. It is understood that such vacancies occurring by reason of a lay-off will not be subject to the foregoing until after the expiration of seven (7) days.

(h)(6) Conductors holding positions on the passenger conductors' extra boards will be used first-in first-out subject to the provisions of Article 10.

ARTICLE 20(h)(7)

(h)(7) Conductors assigned to or holding positions on the passenger conductors' extra board will, when available, be used to fill all vacancies occurring on assigned passenger runs and all extra passenger service allocated to such extra boards.

(h)(8) When the extra board is exhausted, the provisions of paragraph (a) of Article 20 will apply.

(h)(9) At terminals where extra passenger conductors' boards are maintained, emergency extra passenger conductors will make known, in writing, their desire to be used in extra passenger service when the extra passenger board is exhausted and will be so used in accordance with paragraph (a) of Article 20. When such request has been filed it may not be withdrawn for a period of six (6) months.

(h)(10) At terminals where passenger extra boards are not established, extra passenger conductors assigned to passenger classes, will, when used in passenger service, come under the provisions of paragraphs (a) and (f) of Article 20.

(h)(11) Except as modified herein all other provisions of Article 20 as well as all rules and practices covering assigned or unassigned passenger service will be applicable to passenger conductors' extra boards.

(i) Freight Conductors' Extra Board:

(i)(1) At district home freight terminals, where there is sufficient extra freight work, conductors' freight extra boards will be established to protect all extra freight conductors' work on the district, or districts, in the territory of the district home terminal.

(i)(2) The number of conductors assigned to the freight conductors' extra board, established under paragraph (1) of this section, will be regulated by the Conductors' Local Committee under the mileage prescribed by the provisions of Article 25.

(i)(3) The carrier will maintain a Form, at each point where the extra board is located, for the purpose of registering the dates of the trips and the mileage made by the conductors assigned to the extra board.

(i)(4) The Conductors' Local Committee will check the mileage made by the conductors assigned to the extra board on a ten-day basis; checks will be made to cover the ten-day periods ending with the 10th, 20th and last day of each month.

NOTE: Nothing in the foregoing will prohibit the Conductors' Local Committee from increasing or decreasing the number of conductors on the Board between the ten-day checking periods, when the extra work available to the extra conductors either increases or decreases to a point where the mileage principles of Article 25 cannot be accomplished.

ARTICLE 20(i)(5)

(i)(5) When bulletins are posted to increase the number of conductors on the board, or as vacancies thereon are bulletined, no conductor will be placed thereon to fill the vacancy until bulletin advertising position expires and assignment is made. All assignments to be made as per Article 17.

NOTE: When bulletins are posted to increase the number of conductors on the freight conductors' extra board at Winslow, Second District, and Needles or vacancies thereon are bulletined, turns will be marked up on the board when advertised and the senior extra freight conductor making request, in writing, who simultaneously submits a written bid for the vacancy, will be marked up on same pending closing of the bids, subject to displacement by a senior eligible extra freight conductor making such request in writing who also simultaneously submits a non-cancellable written bid for the vacancy. In either case, the conductor making such request will remain on the vacancy, or turn, until successful bidder reports. In the event no application is made in writing for the vacancy, or turn, same will be by-passed and placed at the foot of the board at the time the bids closed.

(i)(6) Vacancies on the extra board created by conductors laying off or being used in other service will not be filled except as provided in paragraph (5) of this section, and conductor will be marked at foot of extra board when resuming service thereon.

(i)(7) When necessary to decrease the number of conductors on the board, the junior conductor will be removed from the board and will have the right of displacement as per Article 17(b).

(i)(8) Conductors assigned to the freight conductors' extra board will be used first-in, first-out subject to the provisions of Article 10.

When the conductors' extra board is exhausted vacancies will be filled in the following manner:

(a) By the senior demoted conductor working on the crew on which the vacancy occurs.

(b) If there is no demoted conductor on the crew on which the vacancy occurs, the senior available unassigned conductor, at the terminal where the board is located, will be used. After completing the service for which called, or on the return to his layover point, or home terminal, he will be returned to his assignment.

(i)(9) When vacancies are filled under the provisions of Paragraph (8)(a), other senior extra freight conductors will not be entitled to payment of runaround.

ARTICLE 20(i)(10)

(i)(10) Where vacancies are filled under the provisions of Paragraph (8)(b), the emergency conductor used will be compensated under the provisions of Article 20(f).

(i)(11) Emergency conductors filling a conductor's vacancy on an assignment tying up at an outlying point will be relieved as per Article 17(r), Article 20(a), or as soon as possible after a conductor assigned to the extra board becomes available.

(i)(12) Except as modified herein all other provisions of Article 20 as well as all rules and practices applicable to freight service will apply to assigned Freight Conductors' Extra Boards.

***COMBINATION PASSENGER AND FREIGHT CONDUCTORS'
EXTRA BOARDS AT CALWA AND BAKERSFIELD**

(12)-1 Conductors assigned to Conductors' Extra Board will run first-in, first out, protecting all extra conductors' work in both freight and passenger service and including service on outside runs protected by the respective Boards.

(12)-2 Conductors assigned to the Board will be regulated under the provisions of paragraph (i), Items 2, 3 and 4 of Article 20 of the Conductors' Schedule. Mileage to be computed on basis of 4000 miles in freight service and when conductors make a trip in passenger service at passenger rates they will register two-thirds (2/3rds) of trip mileage.

(12)-3 When Extra Board is increased or when vacancies occur the provisions of Article 17(n) will apply. When Board is increased turns will be marked up on the Board. When new turns or vacancies occur on the Board, the senior eligible unassigned conductor, making request in writing who simultaneously submits a written bid, which cannot be cancelled, for the vacancy, will be marked up on the same, pending close of bids, subject to displacement by a senior eligible unassigned conductor. In either case, the conductor making such request or displacement will remain on the vacancy, or turn, until the assigned conductor reports for same. If no requests are received for the new turns or vacancies, the turn will be held last out on the Board until successful bidder is assigned.

(12)-4 When necessary to decrease the number of conductors on the Board, the junior conductor will be removed from the Board and he will have the right of displacement as per Article 17(b).

(12)-5 Conductors assigned to the Conductors' Extra Board will be used first-in, first-out, subject to the provisions of Article 10.

(12)-6 When a conductor, assigned to the Conductors' Extra Board, lays off or misses a call, he will not be available for service as an extra conductor until the expiration of twelve (12) hours, except in case of emergency. When an extra

ARTICLE 20(i)(12)(6) Cont'd.

conductor lays off or misses a call, and his turn on the Board catches an outside assignment, he will be required to displace the extra conductor on the outside assignment when he reports for duty, and will not be paid for deadheading in either direction.

Calwa:

(12)-7 When the Conductors' Extra Board is exhausted and it is necessary to fill a vacancy for a conductor on a crew, the senior promoted brakeman holding assignment on that crew will be used. In the event there are no extra conductors assigned as brakemen on the crew where the vacancy exists, the extra conductor first out on the Brakemen's Extra Board will be used; except where two or more promoted men are called from the Brakemen's Extra Board to fill vacancies on the same crew as Conductor and Brakeman, the senior of those used will fill the vacancy as Conductor. If no extra conductor available on the Brakemen's Extra Board, the junior available extra freight conductor will be used under the second paragraph of Article 20(a); except, if for passenger service, and no extra conductors, with uniform, on the crew or on extra Brakemen's Board, the senior available extra conductor making request under Item 9 of paragraph (h) of Article 20 will be called for the trip and on return to the terminal, will be placed back on the position from which taken. Other senior conductors will not be entitled to payment under runaround rule when extra conductors are used in the above mentioned instances.

Bakersfield:

(12)-7 When the Conductors' Extra Board is exhausted and it is necessary to fill a vacancy for a conductor on a crew, the senior promoted brakeman holding assignment on that crew will be used. In the event there are no extra conductors assigned as brakemen on the crew where the vacancy exists, the extra conductor first out on the Brakemen's Extra Board will be used; except where two or more promoted men are called from the Brakemen's Extra Board to fill vacancies on the same crew as Conductor and brakeman, the senior of those used will fill the vacancy as Conductor. If no extra conductor available on the Brakemen's Extra Board, the senior available extra freight conductor will be used under the second paragraph of Article 20(a); except, if for passenger service, and no extra conductors, with uniform, on the crew or on Extra Brakemen's Board, the senior available extra conductor making request under Item 9 of paragraph (h) of Article 20 will be called for the trip and on return to the terminal, will be placed back on the position from which taken. Other senior conductors will not be entitled to payment under runaround rule when extra conductors are used in the above mentioned instances.

ARTICLE 20(i)12-8

(12)-8 A conductor making a displacement on the Extra Board will take the turn of the conductor displaced; except if the turn is out on the road on other than an outside assignment, and the extra board is exhausted, the displacing conductor will be used, instead of an emergency conductor, and he will retain his turn in the order so used.

(12)-9 In the event that all conductors are reduced from the Board in regulating the mileage, as provided in Items 2 and 4 of this section, the Board will be considered as exhausted and the provisions of Item 7 of the section will apply in using emergency conductors.

(12)-10 Senior extra conductors, who do not elect to bid in an assignment on the Extra Conductors' Board, will not be entitled to payment under the Runaround Rule when junior conductors assigned to the Conductors' Extra Board are used.

(12)-11 Except as modified herein, all other provisions of Article 20 not in conflict with this section, as well as all rules and practices applicable to assigned or unassigned passenger service when filling passenger vacancies, and to freight service when filling freight vacancies, will apply to the Conductors' Extra Board.

(From Agreements dated November 30, 1956 and November 11, 1960)

(j) Rules covering local conditions, which apply to extra boards, at different terminals, may be made subject to approval by the General Chairman and the General Manager.

(k) A combination passenger and freight conductors' extra board will not be established without the concurrence of the General Chairman.

LAYOVER DAYS -- USED IN OTHER SERVICE

(aa) Brakemen on assigned runs will not be required to hold themselves in readiness for service on their lay-over days unless so notified. If held for service and not used, they will be paid a minimum day.

(bb) A trainman used in another grade of service and his assignment as a brakeman is operated during the time he is used in such other service the greatest earnings of either the extra service or his brakeman's assignment will be paid.

If his regular assignment is not operated during the time he is used in the other service he will be paid the earnings of the additional service. If prevented from being used on his regular assignment account Hours of Service Law following his use in the other service he will be paid the earnings of his regular assignment for that trip.

ARTICLE 20(bb) Cont'd.

The application of this paragraph (bb) is to eliminate loss of earnings to employes who, by virtue of seniority or other applicable rules, are required to perform service in another grade of service. It is agreed that this rule is not intended as a "penalty" but, to provide for a "make whole" rule.

The following provisions will be applied when determining payments to be made under the rule:

(1) The period for computing "make whole" allowances will begin at the outset at the time the employe is first called for service on other than his regular assignment and will continue until the employe so used arrives at the home terminal at the time his assignment is at the home terminal. Where the same employe is again called for service on other than his regular assignment without having performed service on his regular assignment, a second period will commence at the time called for the service off of his regular assignment and will continue until the employe so used arrives at the home terminal at the time his assignment is at the home terminal.

(2) An employe who is called for service other than his regular assignment during his layover period; completes the service and returns to his regular assignment, suffering no loss of time thereon, will be paid for the extra service performed in addition to all earnings made on his regular assignment.

(3) An employe who is called for service other than his regular assignment; completes the service called for and is ready for service on his regular assignment but is not allowed to work when it is called due to application of the hours of service law or the applicable calling rules and performs no additional service before his regular assignment returns to the home terminal will be paid the amount he made in extra service plus the earnings of his regular assignment.

(4) An employe who is called for service other than his regular assignment; completes that service but on such completion his regular assignment is on duty or has departed will be paid the earnings of the extra service or his regular assignment, whichever is the greater.

(5) An employe who is called for service other than his regular assignment; completes the service for which called and is ready for service on his regular assignment but is not allowed to work when it is called due to application of the hours of service law or the applicable calling rules, and before his regular assignment returns to the home terminal performs still additional extra service, will be paid as follows:

ARTICLE 20(bb)(5)(a)

- a. Extra service performed before his regular assignment will be paid for separate and apart from any other payments.
- b. Additional extra service performed during the period his assignment is away from the home terminal or the earnings of his regular assignment, whichever is the greater.

EXAMPLE: Employee called off his regular assignment for service on duty at 4:00 p.m., April 1st, while his regular assignment is at the home terminal, makes turnaround trip and ties up at 8:00 p.m., April 1st. His regular assignment is called at 8:30 p.m., April 1st and he is not used because not available in time for call. His assignment works to opposing terminal and ties up at 7:30 a.m., April 2nd and is called for return trip on duty 5:00 p.m., April 2nd, tying up at home terminal at 4:00 a.m., April 3rd. He is called in additional extra service on duty 6:00 a.m., April 2nd, arrives opposing terminal 11:00 a.m., April 2nd, called on duty opposing terminal 7:30 p.m., April 2nd, arrives home terminal 4:30 a.m., April 3rd. Will be paid actual earnings for turnaround trip 4:00 p.m. to 8:00 p.m., April 1st and, in addition, the earnings of his assignment on April 2nd and 3rd, or earnings of his actual service on April 2nd and 3rd, whichever is greater. When he arrived at home terminal at 4:30 a.m., April 3rd, his assignment was also at the home terminal and the period for computing "make whole" allowance terminated. Any further service off his assignment will start a new period.

(6) An employee who is called for service other than his regular assignment at a point going on and off duty at other than his home terminal or tie-up point will be paid the difference in earnings between what he earned on the outside assignment and what his regular assignment earned, computed from the time he leaves the home terminal or tie-up point until he returns to the home terminal or tie-up point at the time his assignment is at the home terminal or tie-up point, irrespective of the number of days involved.

EXAMPLE: Employee is called off his regular assignment for service at outside point and performs service on April 1, 2, 3, 4, 5 and 6 and returns to terminal and his regular assignment on April 6th. Regular assignment has bulletined layover day on April 6th. Difference in earnings, if any, will be based on total earnings on outlying assignment for April 1, 2, 3, 4 and 5 as compared to earnings of regular assignment on those dates, April 6th to be paid separately because of being bulletined layover day of regular assignment.

(7) In the application of the above paragraphs, service performed on layover days established by bulletins in any assigned service will be paid for separately and will not be used to offset loss of earnings of his assignment. The on-duty time will establish the date of service.

ARTICLE 20(bb)(7) Cont'd.
and ARTICLE 21

EXAMPLE: Employee is called for service off his assignment on duty 4:00 a.m., April 1st, at Needles and works as passenger conductor to Los Angeles where he ties up at 11:15 a.m., April 1st, lays over in Los Angeles until on duty at 8:30 p.m., April 3rd, arriving Needles at 3:40 a.m., April 4th. His regular assignment as passenger brakeman goes on duty Needles 4:40 a.m., April 1st, arrives Winslow 11:30 a.m., April 1st, on duty Winslow 7:00 p.m., April 1st, ties up Needles 12:50 a.m., April 2nd. Assignment then lays over in Needles April 2nd and 3rd. Employee used off his regular assignment will be paid earnings of extra service Needles to Los Angeles April 1st, or earnings of his regular assignment Needles to Winslow and return, whichever is the greater. Extra service performed Los Angeles to Needles on April 3rd (on layover day of regular assignment) will be paid separate and apart and not used to offset loss in earnings on assignment.

ARTICLE 21

CUT OUT BETWEEN TERMINALS

It is not the intention to cut out crews between terminals, but it is recognized that the exigencies of the service will sometimes require this; notably at such points as Ash Fork and Williams. It is understood that conditions may arise at other points similar to those now existing at those above mentioned. Crews so cut out if not regularly assigned, shall stand first out with respect to crews similarly cut out, if held eight hours from time tied up, will be paid at one-eighth of the daily rate applicable to last service performed for each hour held after eight hours with a maximum of eight hours' payment and similarly for each succeeding twenty-hour period. Further, that payment for time held will be separate and apart from payment for succeeding service or deadhead trip.

As to established "cut out" points, crews will not be considered as cut out within the meaning of this rule unless so advised prior to arrival at "cut out" point and not then unless tied up for two hours or more.

While a crew (or crews) is tied up at cut out point, a crew in the same class of service subsequently arriving at such point deadhead will not be placed in service out of the cut out point ahead of crew or crews previously cut out if latter available for service; neither will a crew arriving at cut out point in service and setting out entire train be deadheaded or worked out of cut out point ahead of crew or crews in same class of previously cut out.

This rule is not applicable to passenger service.

ARTICLE 22

CALLED AND NOT USED

(a) When employes are called and for any reason, not of their own act or fault, are not used on the train for which called, they will be allowed straight time for the time so held. The minimum allowance under this Section shall be one (1) hour but payments under initial terminal delay rules shall be credited against this one (1) hour payment. The foregoing does not apply when employes are required to exchange trains in order to avoid runarounds.

(b) When employes are called and report for duty; and after performing work in connection with their train, such as receiving train orders and/or checking train, and are then released, they will be allowed the mileage called for by their assignment, with a minimum of 150 miles if called for passenger service and a minimum of 100 miles if called for other classes of road service, and will remain first out. Where payment is made under this rule no payment will be made under initial terminal delay rules.

ARTICLE 23

SENIORITY WHILE TRANSFERRED OTHER
SERVICE

Except as provided for in Dual Seniority provisions of Article 16, and paragraph (f) thereof, employes transferred to other than train service will, after the expiration of sixty days from the date of such transfer and until again returned to train service, forfeit during the interim any rights to seniority in train service; i.e., the time between sixty days subsequent to the date of such transfer to the date when again returned to train service will not be reckoned in computing their seniority.

ARTICLE 24

PART OF CREW USED IN OTHER SERVICE

Where fractional part of freight crew is called to perform other service, if turn is tied up, balance of crew is to be paid for actual time lost, unless assigned to other service. That part of crew not used is entitled to same compensation as earned by other members of crew.

ARTICLE 25

INCREASING AND REDUCING FORCE

(a) When it is necessary to increase or decrease the number of assigned conductors, in any assignment, the increase or decrease will be requested by the Local Committee of Adjustment in writing, to the Super-

ARTICLE 25(a) Cont'd.

intendent or his representative. Upon receipt of the request the increase or decrease will be made immediately, it being understood that such increases or decreases will be made on a minimum of 6,000 miles in Passenger Service and 4,000 miles in Freight Service.

(b) It is the intent of the Company that crews shall make an average of 3,500 miles per month, it being understood that in times of good business crews may be allowed to make miles in excess of 3,500 miles.

(c) In the regulation of chain gang pool turns and extra brakemen boards, necessary increases or decreases will be made in line with written requests from the Local Committee of Adjustment representing brakemen in road service. Such requests are to be made in writing to the Superintendent or his representative. Adjustments will be made as promptly as consistent to do so, providing they are in line with the agreed to mileage regulation between the General Committee and the Carrier.

To comply with the foregoing, all increases and decreases will be made in conformity with Article 17, other paragraphs of this Article 25, and the dual seniority agreement.

Reductions of pool crews are to be made in line with Article 17(d). In reducing extra boards the junior extra brakemen on the board will be first reduced, and so on, in turn according to their seniority.

It is understood that nothing in this rule shall prevent the Superintendent from increasing forces to take care of anticipated service needs.

(d) If an individual lodge desires to establish a system whereby the regular and extra brakemen will register their miles in a book provided, that the General Chairman in conjunction with the local lodge will establish a rule concurred in by the General and Local Santa Fe Officials that the Company Officials agree that the employes be subject to discipline if they fail to register the correct mileage or violate the instructions.

It is agreed that at terminals where the above rule is into effect the Carrier is relieved of furnishing statement of mileage. The Carrier will not police the registration of mileage, but when a failure to properly register mileage is called to their attention they will handle with employe involved for correction.

(e) Where necessary to reduce the number of brakemen on any extra board, the employes on the board to be reduced will be cut off and furnished information as to junior brakemen who are assigned to other extra boards on the seniority districts, assigned to outlying job on the seniority district, and it will then be necessary for the men cut off to exercise their seniority over any employes their junior or forfeit their seniority.

Extra employes who are filling vacancies of regular employes tying up at outside points are to be considered the same as being on the extra board and when they are cut off the first out extra employes to be deadheaded to relieve him.

Nothing herein prevents a brakeman cut off of extra board from exercising his seniority in line with provisions of dual seniority embodied in Article 16.

(f) Trainmen cut off in force reduction will be returned to service, and, if physically qualified upon return to service, will continue to retain the seniority date he held when cut off.

(g) Trainmen cut off in force reduction and who desire to be given consideration when force is increased must, while cut off, keep the employing officer advised of their whereabouts and present themselves as soon as possible, but not in excess of fifteen days from date notified of an increase in force. Trainmen failing to comply with the foregoing forfeit all right to retention of seniority date as covered in paragraph (d) and (e) of this article. If a trainman is sick and cannot respond to the call, his seniority date will be protected providing he can furnish sufficient proof of his illness.

(h) Trainmen cut off because of force reduction and returned to the service within a period of six months from date cut off will not be required to take a physical examination, unless he has been in the service of another rail carrier.

(i) When extra board is depleted and a brakeman is needed for an emergency trip the senior laid off brakeman available will be used. If laid off brakeman is not available, yardman will be used.

Except as provided in Dual Seniority Agreement, yardmen shall have no rights in road service. When road forces are exhausted and yardmen are used as brakemen in road service, they will be paid under road service rules at yard rates.

When used as conductor the same formula using foremen's rates will apply.

Subsequent wage increases will be applied.

(j) When a brakeman is out of service because of a reduction in force and there is a shortage of men on another seniority district, such brakeman may be given temporary employment thereon and will retain his seniority on his home district up to the time he may either be called back, or is cut off because of reduction of force on the district to which temporarily transferred. If he is called back to his home district he may return, or may elect (by notifying the trainmaster in writing) to remain on the district to which temporarily transferred. If cut off on the district to which temporarily transferred because of reduction of force he may elect to retain seniority on that district, in which case he must notify the trainmaster in writing, at time reduction

ARTICLE 25(j) Cont'd.

is made, and will thereafter cease to hold seniority on his former seniority district. Failing to file such written notice with the trainmaster it will be assumed that he elects to retain his seniority on his home district. In either of the above cases he will hold seniority date as of his first trip in last continuous service.

(k) In connection with reduction in forces where two or more extra boards are maintained in the same seniority district, the following will govern:

Where there is a reduction of force at one terminal, the junior employes on the extra board who are to be cut off the extra board will be given written advice to that effect and in the same notice will be furnished the names of junior employes who are holding regular assignment or working on other extra boards within the same seniority district.

The number of senior employes required to displace such junior employes will be required to exercise displacement rights within the time limit prescribed in the schedule or forfeit their seniority, except when granted leave of absence, in which event, must make displacement within time limit prescribed from time of reporting.

In the event the trainman who is transferring to the opposing extra board is not qualified to mark up on that extra board due to it being necessary that he pass a foreign line book of rules examination, etc., he will only be required to make his intentions known and given time to qualify before making actual displacement. He will, however, be granted only an additional five days in addition to his displacing time in which to pass any foreign line book of rules examination.

The balance of those cut off will not be required to displace or report to the other extra boards but they will not be prevented from exercising a displacement right on junior employes and working until the senior employes that are required to do so report or are available to take over their new assignments. In the event one or more of the senior employes who are required to exercise a displacement right fail to do so and forfeit their seniority, the next senior employe or employes of those cut off will be recalled to service for the vacancy.

Under the above, the junior employes who are holding the outlying assignments or are working on the extra board at the opposing terminal will not be considered as cut off in force reduction until they are physically displaced by the employes who displace them. This will not, however, apply where an extra employe is protecting an outlying assignment and is himself cut off or is displaced by a senior employe displacing him from the extra board, but instead, he will be relieved therefrom by the proper extra employe from the extra board protecting the work.

(1) Notwithstanding the provisions of paragraph (i), a brakeman cut off at one terminal where extra board is maintained and who cannot work at that point but has sufficient seniority to work at some other terminal will be allowed to take a stay-at-home leave if, in the opinion of the Superintendent or his representative, the requirements of the service will permit, with the understanding that he will be permitted to accept outside employment during that period.

It is understood that he must return to active service within 48 hours of notice from the Carrier that his services are required.

It is agreed that when an individual is recalled from stay-at-home leave, he will be permitted to displace any junior employe, at any of the terminals where he holds seniority rights under the rules agreement.

(m) When brakeman's extra board is depleted and a brakeman is needed employe should be called as required by Paragraph (i) of this Article even though a brakeman is available but held off board in line with provisions of Article 10(f-1).

(n) At points where the yard local chairman so requests, a local agreement may be made providing for use of yardman when they are needed in line with paragraph (i) of this Article.

*(o) When there is need for augmenting the boards at Winslow, Gallup and/or Albuquerque by transferring brakemen from other boards, the following will govern:

*(o)(1) Brakemen who have in written request to transfer to the board which is being increased will be permitted to do so, seniority permitting, and such deadheads will be at no expense to the Carrier.

*(o)(2) If no brakemen have made written request to transfer to the board being augmented and the additional brakemen are secured by reducing one board and forcing the junior employe to the board that is being increased, deadhead will be paid only for the trip to the board being augmented.

*Such brakemen will be permitted to exercise displacement under paragraph (b) of Article 17 at the point to which transferred, and in the event they so desire, will be permitted to transfer to another terminal of their choice prior to any brakemen their junior being placed on the board at that point, provided they have a written request to transfer filed with the crew clerk at the terminal to which they desire to be transferred prior to the time the extra board is increased at that point.

It was agreed that when it is necessary to transfer brakemen from one board to another at any of these points, either under paragraph (o) with respect to augmenting the boards, or under this Article as a

ARTICLE 25(o)(2) Cont'd.
and ARTICLE 26

result of mileage regulations, the senior employes would be permitted to transfer regardless of the assignment they held at the time the move was necessary, provided they had submitted the proper request to transfer to the board that is being augmented or increased prior to the time the increase is made.

*(o)(3) If brakemen first out on one board are sent to another board to temporarily augment that board, deadhead will be paid in each direction, and during the time working on that board, will be paid held time under Article 43, while at that terminal.

NOTE: It is agreed that paragraph (o) has no application when brakemen's extra board is increased or decreased under mileage regulation rules, schedule rules, and applicable interpretations thereof.

ARTICLE 26

LOADING AND UNLOADING STOCK-ICING CARS

(a) The icing of cars or loading or unloading of stock by road trainmen at Albuquerque (including Abajo), Belen, Gallup, Winslow, Seligman, Needles, Parker, Barstow, San Bernardino, Los Angeles, San Diego (including Cudahy), National City, Bakersfield, Fresno (including Calwa), Riverbank or Richmond, shall be paid for as per paragraph (b) of this Article if total time of trip exceeds eight hours or miles one hundred (100).

Same payments will be allowed at Elsinore, San Jacinto, Williams and Ash Fork on runs which originate or terminate at those points.

(b) If the entire time consumed on run exceeds the mileage of run divided by 12 1/2, time will be figured as continuous and overtime will be paid for at the rate of time and one-half; otherwise, time consumed in loading stock to be paid for pro rata.

EXAMPLE 1: Crew on run of 101 miles reports for duty 7:00 a.m., consumes two hours loading stock, relieved at end of run -- 3:05 p.m. Allow 101 miles and two hours pro rata.

EXAMPLE 2: Crew on same district reports for duty 7:00 a.m., two hours consumed loading stock, relieved at end of run -- 4:05 p.m. Allow 101 miles, one hour pro rata, and one hour at time and one-half rate.

EXAMPLE 3: Crew on same district reports for duty 7:00 a.m., two hours consumed loading stock, relieved at end of run -- 5:05 p.m. Allow 101 miles and two hours at time and one-half rate.

EXAMPLE 4: Crew on run of 125 miles reports for duty 7:00 a.m., consumes two hours in loading stock. If relieved at end of run at 5:00 p.m., allow 125 miles and two hours pro rata; if relieved at 6:00 p.m., allow 125 miles, one hour pro rata, one hour time and one-half; if relieved at 7:00 p.m., allow 125 miles, two hours time and one-half rate.

(c) When a crew is required to unload stock from cars, they will receive actual time with a minimum allowance of one hour pro rata rate in addition to other earnings. This does not apply when crews are only required to spot or switch cars.

Agreed to interpretation for payment of arbitrary allowance accounting icing trains at Needles:

In accordance with past practice all time that a train is delayed due to icing of same should be paid under the provisions of Article 26.

In the event the outbound crew is on duty at the time the train arrives and stops on the designated track and no switching or carmen's work is involved, the icing time should accrue from time the train stops until the same is released by the ice house employes. If train arrives before the outbound crew is placed on duty and no switching or carmen's time is involved, the icing time would then accrue from time crew on duty until the train is released by ice house employes.

The above stated position does not set aside other interpretations or precedents and is only to clarify the payment to be made, due to the change brought about by the abolishment of car inspector's positions at Needles.

It was not the intent to enlarge upon this rule, but only to clarify the legitimate payment due for icing time delay; therefore, whatever amount of delay is encountered for icing cars, after the crew arrives at the train and ready to depart, should be paid for as icing time.

ARTICLE 27

DEADHEADING

(a) Freight crews deadheading from terminal to terminal at the instance of the Company will be allowed actual miles deadheaded with a minimum of 100 miles at basic daily rate applicable to through freight crews or district on which deadheaded. If working crew is paid for overtime, or initial terminal delay, deadhead crew will also qualify, but time for deadhead crew will cease when they arrive at their designated tie-up point at the terminal.

Freight crews deadheading from terminal to terminal at the instance of the Company on a passenger train will be allowed actual miles deadheaded, with a minimum of 100 miles at basic rate applicable to through freight crews on district on which deadheaded.

ARTICLE 27(a) Cont'd.

When deadheaded to or from tie-up point of outside assignment at the instance of the Company employe will be allowed actual miles with a minimum of 50 miles at the rate of service requiring deadhead.

When deadheaded to or from tie-up point of outside assignment at the instance of the Company on a passenger train employes will be allowed actual miles, with a minimum of 50 miles at the rate of service requiring deadhead.

An employe deadheading under the provisions of this Article on a bus, stage, private automobile or on similar means of transportation or a combination of any two or more of these, will be considered as deadheading on a train and will be allowed the same mileage between points deadheaded that would have accrued had the deadheading been performed by a train via the shortest available route.

NOTE: When an employe deadheads by private automobile of his own volition, the Company will not be held liable in the event of personal injury or accident while so deadheading.

When extra employes are deadheaded under pay from terminals of source of supply to outlying assignments to fill vacancies, the following will govern:

At Los Angeles (excluding vacancies at Oceanside and San Diego), San Bernardino (excluding vacancies at Victorville), Richmond, and Glendale vacancies filled from Mobest, the designated time for the call will be three hours in advance of the on-duty time of the vacancy to be filled. When transportation by rail is not available on which to deadhead on basis of above call, or the Carrier does not choose to provide transportation, employes will be so notified at time of call and will be permitted to deadhead by bus or utilize other transportation and for either method of transportation used will be reimbursed on basis of the same rate per mile generally allowed other employes, presently seventeen (17) cents with a minimum of \$3.40 and a maximum of \$17.00.

At all other terminals and for vacancies at Oceanside, San Diego and Victorville, and excluding vacancies at Glendale filled from Mobest, the call to deadhead will be made on last train, either freight or passenger, that will arrive at the outlying point before the on-duty time of the vacancy to be filled, and if no rail transportation, on the last bus that will arrive at the outlying point before the on-duty time of the assignment.

If the train or bus on which called to deadhead will not arrive at the outlying point within three hours of the on-duty time of the assignment, employe will be permitted to utilize other transportation and will be reimbursed on the basis of the same rate per mile generally allowed other employes, presently seventeen (17) cents with a minimum of \$3.40 and a maximum of \$17.00. If deadheaded by bus, reimbursement will be on the basis of the bus fare.

At the conclusion of the vacancy for which deadheaded, if deadhead payment under schedule rules is due, employe will be deadheaded to the terminal on the first rail or bus transportation available. If no rail or bus transportation is available within two hours after relieved from assignment, employe may utilize other transportation to the home terminal, for which he will be reimbursed on the basis of the same rate per mile generally allowed other employes, presently seventeen (17) cents with a minimum of \$3.40 and a maximum of \$17.00. If deadheaded by bus, reimbursement will be on the basis of bus fare.

If employe utilizes transportation other than rail or bus for out-bound deadhead as permitted under provisions of this agreement, he will be permitted to utilize the same transportation for return to the terminal.

Mileage allowances under this agreement will be computed on basis of rail mileage via the shortest available route.

**Effective at Bakersfield, to apply to old Arizona Division crews, only:*

When a crew or crews are called to deadhead to the terminal of run on a passenger train, bus, auto or any other means of transportation and a freight train is called within two hours in advance of leaving time for the deadhead crews, the first out crew or crews will be considered deadheading on the freight train but will deadhead by the other means of transportation and the last out crew will run the train.

It is to be understood that the on duty time for the deadhead crew would be calculated from the time he reports for duty and not the on duty time of the freight train.

It is also to be understood that claims for runarounds will not be entertained when crews are handled as per above.

(b) Freight crews deadheading from terminals to an intermediate point, except when released at recognized cut-out points, to pick up a train, or have given up a train at intermediate point and deadheading to terminal, will not be paid under deadhead rule but trip will be considered continuous; in which event first out will run train and second crew will deadhead.

Where crew is to be deadheaded to a recognized cut-out point to be released, last crew out will be deadheaded the same as if to be cut out at any other intermediate point, but if released at cut-out point will be paid under paragraph (a) of this Article for deadhead trip. Where crew or crews are to deadhead to the terminal of run the first-out will deadhead and last-out will run the train.

If the last-out is not fully rested and the first-out is used to run the train, with the last-out deadheading, and the trip is completed within the time the last-out had to work, the last-out will be paid a runaround.

ARTICLE 27(b) Cont'd.

Where one or more crews are to deadhead to terminal of run and one to deadhead for service at intermediate point for straightaway trip, last-out crew will deadhead to intermediate point and first-out crew or crews will deadhead to terminal of run.

EXAMPLE: Freight crews stand at Winslow A, B, C and D: one crew to run train, one to deadhead to Flagstaff, one to deadhead to Ash Fork, and one to deadhead to Seligman. D will deadhead to Flagstaff and trip will be continuous. C will deadhead to Ash Fork. B will run train and A will deadhead to Seligman.

*When a vacancy exists on a pool crew on which an extra man is called to deadhead to the away-from-home terminal to fill a vacancy on an outlying assignment, the first out extra man will be called to fill the vacancy on the pool crew and the second out man to deadhead to fill the outlying assignment.

Where there is a vacancy at the home terminal for a conductor on a regularly assigned passenger run and an extra conductor is to deadhead on the same train to handle extra passenger train out of distant terminal or fill a vacancy out of distant terminal, the extra passenger conductor first-out will be called to deadhead and the extra passenger conductor second-out will be called for the service trip. The same principle will apply where one conductor is called to operate an extra passenger train and another conductor is called to deadhead on the same train.

In the event of a vacancy on a San Diego passenger assignment which operates through San Diego on a continuous time basis and an extra employe was to deadhead to San Diego, the first-out extra employe would fill the vacancy while the second-out extra employe would deadhead to San Diego.

When more than one crew is needed for service at intermediate points between terminals on turnaround basis, the first-out deadhead crew is to be cut-out or run to the point closest to the initial terminal; crew second out at the next point, and crew third out at the farthest point.

When calling passenger crews at the away-from-home terminal, the following Examples will govern:

EXAMPLES:

(1) If two crews are involved and there is only one train in sight to protect and both crews will be rested at the time the train is expected to run, the crew first-out will be deadheaded home and the crew second-out will be held to handle the train.

(2) If passenger train is to run after first-out crew is rested and before the second-out crew is rested and available, then the first-out crew will be used and the second-out crew will deadhead; provided that if the first-out crew makes the trip in the time that the second-out crew has to work, runaround rule will apply.

ARTICLE 27(b)(3)

(3) Where two crews are involved, neither rested, but one crew has time to make trip to the home terminal, the crew who has time to make the trip will run the train and the second crew will deadhead.

(c) Crew, or crews, picked up en route shall stand first-out at terminal, with reference to crew picking them up or crews deadheading in train.

(d) Crews deadheading on their rest will occupy same relative position at arriving terminal that they held out of terminal deadheaded from.

(e) Regular crews deadheaded, on their rest, with a made-up crew will stand first-out with respect to the made-up crew on arrival at terminal.

(f) When a crew is called to deadhead on a freight train but for their own convenience are permitted to deadhead on a passenger train, their turn will depart on the freight train on which they were called to deadhead and after departure from terminal will be governed by Article 10(k).

When a vacancy exists on a crew which is to be deadheaded the vacancy will be filled and crew established as a unit at time turn is ordered to deadhead.

When a crew that is ordered to deadhead out of the away-from-home terminal is called after pay begins under Article 43 of this Agreement, pay under that Article ceases at time the crew deadheading actually departs from the point from which deadheaded.

An employe in extra service deadheading from away-from-home terminal on passenger train for his own convenience, when displaced from vacancy he had been filling, will be marked up on extra board as per time of his arrival on passenger train.

(g) When an employe is held off regularly assigned chain gang turn for any reason, or is on leave of absence, and assigned turn is temporarily held out on the line, the extra employe may be displaced by the assigned employe after two days from time reporting for assigned run. An employe exercising his rights either as a result of bidding in run or making permanent displacement will be permitted to go to run under provisions of this rule. Neither regular nor extra employe will be paid for deadheading under such circumstances.

(h) Employes in unassigned passenger service will receive through freight rates for deadhead movements in connection therewith.

(i) Regular freight crews used in passenger service will, upon completion of trip if returned deadhead, be considered as in freight service on return trip and be paid therefor at freight deadheading rates.

(j) Except as provided for in paragraphs (h) and (i) employes deadheading in connection with passenger service will be paid as though in actual service.

ARTICLE 27(k), ARTICLE 28
and ARTICLE 29

(k) Extra passenger crews deadheaded from Belen to Albuquerque should be instructed as to what train or bus they are to deadhead on and not considered available at Albuquerque until that train or bus arrives at Albuquerque.

ARTICLE 28

DOUBLING HILLS AND SIDE
AND LAPBACK TRIPS

(a) When crews whose compensation is on the mileage basis are compelled to double, actual mileage will be allowed, provided run exceeds one hundred miles.

(b) When a crew is required to make an emergency side or lapback trip between their terminals within the scope of Supplement 25, miles made will be added to the mileage of the regular trip and paid for on continuous basis.

(c) Short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another intermediate point and return, on account of engine failure, running for fuel or water, running for wreck car on carmen, or on account of a derailment, when such conditions arise in connection with their own train, will be paid continuous time or mileage.

(d) When crews on assigned local freight or mixed trains are required to make side or lapback trips, not in excess of 7 miles in one direction for each such trip, the miles of the side or lapback trip will be included as part of the day's work or trip; should the mileage of any side or lapback trip exceed 7 miles in one direction, a minimum of 100 miles will be allowed therefor, and such allowance will be deducted from time and mileage of road trip, but this will not apply when the side or lapback is the result of performance of more-than-one-class-of-road-service. Side trips Reedley to Piedra (or intermediate point) and return and Cutler to Orange Cove and return may be made on the same basis as side trips of less than seven (7) miles in each direction as set forth herein.

ARTICLE 29

CALLING AND REPORTING FOR DUTY

(a) In all classes of service, other than passenger, employe's time will commence at the time they are required to report for duty and will continue until the time they are relieved from duty. Time of the crew as a unit to continue until the conductor registers off duty on the hours of service register except that the time consumed by the head brakeman in delivering engine to roundhouse or designated track and reaching the hours of service register will be added to the hours of his trip.

ARTICLE 29(b)
and ARTICLE 30

(b) When freight employes are called they will be called about one hour before time set to report for duty. Passenger employes when called shall be called about one and one-half hours before time set to report for duty.

The district within which employes will be called will be established by agreement between Superintendent and Local Committees. Employes are expected to give location of their residence to trainmaster; caller will expect to find them there or receive information there where they may be called.

(1) As near as practicable, Los Angeles trainmen in freight or passenger service out of the terminal will be called *two hours before time set to report for duty. (**Three hours except extra crews standing for service destined Los Angeles harbor*) (From Agreement dated January 23, 1978)

Displacement rights on assignments will be permitted up to *two hours before time set to report for duty. (**Three hours*) (From Agreement dated January 23, 1978)

On vacancies on outside assignments on the *Harbor District**, Rivera, Fullerton, Santa Ana and/or points between Los Angeles and Santa Ana, extra trainmen will be given a three hour call based on the on-duty time of the assignment.

(2) Employes going on duty at outlying points will be called if they so request providing there is on duty at that point a station employe at the time the call should be given and the employe is within the immediate vicinity of the station.

(c) Where employes request, they shall be called by telephone upon registering telephone number in regular address book. If necessary to send messenger outside of calling limits, on account of failure of telephone line, employes shall pay for the messenger service.

Kingman and Third District crews at Seligman:

When a crew runs around another crew en route, the crew run around will regain its original position at Seligman if they are available to be placed on duty fifty-five (55) minutes subsequent to the time they are tied up.

ARTICLE 30

ATTENDING COURT

(a) Employes attending court, or coroner's inquest on behalf of the Company will be paid as follows, together with necessary expenses:

(a)(1) Employes in established pool service or on assigned runs will receive what they would have earned had they remained on their assignment; and, if held on layover days, will receive a minimum day's pay for each day so held.

ARTICLE 30(a)(2)
and ARTICLE 31

(a)(2) Employees assigned to, or holding positions on, the Conductors' or Trainmen's Extra Boards will be allowed the earnings of the employe filling the vacancy that they would have filled, had they been permitted to remain on the Extra Board, with a minimum allowance of one (1) basic day for each day so held.

(a)(3) If an extra or emergency employe is called for such service while holding a vacancy of regularly assigned employe, he will be entitled to what he would have earned on the assigned run for such time as he is eligible to hold such run. In case the extra or emergency employe is displaced from the regular assignment while he is still on Company business, he would be entitled to the earnings of his regular assignment.

JURY DUTY

(#)(b) When an employe is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

(1) An employe must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(3) No jury duty pay will be allowed for any day as to which the employe is entitled to vacation or holiday pay.

(Paragraph identified by (#) was taken from National Agreement dated August 25, 1978)

ARTICLE 31

BLANKET SERVICE ON GRAND CANYON

(a) Service on Grand Canyon Railway that requires crew to perform service on Albuquerque Division, will belong to Albuquerque Division.

(b) In passenger service crews handling through passenger trains via Grand Canyon, will receive, in addition to the mileage made on the trip, \$17.17 for Conductor and \$12.55 for Brakemen.

(c) Service on Grand Canyon Line will pay Albuquerque Division rates.

(d) Employes on Grand Canyon passenger runs will be paid actual time consumed with a minimum of thirty minutes for each main line passenger train switched, and this will also apply in all cases where crew is required to go out on Third District main line to pick up passenger

equipment that has been set out by main line crews, or to spurs west of passenger depot to pick up or set out passenger equipment. When Williams is the home terminal and where such crews are called in advance of regular reporting time to do such work, or are held on duty after arrival at Williams beyond the time they would otherwise tie up, for the purpose of switching main line trains, payment for advance call or time held for such switching will be paid with a minimum of thirty minutes. The thirty minutes arbitrary will not be allowed where such crews pick up cars for their train, which have been set out either on the spur east of the depot, or the spur west of the depot that they have placed there that trip for their convenience in switching, or on Grand Canyon passenger main line, i.e., the track nearest in front of the station.

ARTICLE 32

COMBINATION SERVICE

Road employes performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip, except as provided in Article 6.

Road employes employed in any class of road service may be required to perform two or more classes of road service in a day or trip subject to the following terms and conditions:

A. Payment:

1. Except as qualified by A-2 below, payment for the entire service shall be made at the highest rate applicable to any class of service performed, the overtime basis for the rate paid to apply for the entire trip. Not less than a minimum day will be paid for the combined service.
2. Road employes in through freight and passenger service only shall receive full payment for the regular day or trip based on miles or hours applicable to the regular day or trip plus extra compensation on a minute basis for all additional time required in the other class of road service.

The rate paid both for the regular trip and for the additional time shall be the highest rate applicable to any class of service performed during the entire day or trip.

Overtime rate shall apply to the extra compensation only to the extent that the additional service results in overtime for the entire day or trip or adds to overtime otherwise payable for hours required for the regular trip.

EXAMPLES FOR THE APPLICATION OF THIS PARAGRAPH A-2 ARE:

(a) An employe in through freight service on a run of 100 miles is on duty a spread of 8 hours, including 2 hours of another class of road service -- Employe will be paid 100 miles or 8 hours at pro rata rate

ARTICLE 32(a) Cont'd.

for the trip plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(b) An employe in through freight service on a run of 100 miles is on duty a spread of 9 hours, including 2 hours of another class of road service -- Employe will be paid 100 miles or 8 hours at pro rata rate for the trip plus 1 hour at pro rata rate and 1 hour at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(c) An employe in through freight service on a run of 100 miles is on duty a spread of 10 hours, including 2 hours of another class of road service -- Employe will be paid 100 miles or 8 hours at pro rata rate for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(d) An employe in through freight service on a run of 100 miles is on duty a spread of 12 hours, including 2 hours of another class of road service -- Employe will be paid 100 miles or 8 hours at pro rata rate plus 2 hours at time and one-half for the trip plus two hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(e) An employe in through freight service on a run of 150 miles is on duty a spread of 10 hours, including 2 hours of another class of road service -- Employe will be paid 150 miles or 12 hours at pro rata rate for the trip, plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

B. This Rule Applies To:

1. Unassigned and/or assigned road service.
2. Another class of road service regardless of when notified, whether at time called, at the outset of, or during the tour of duty.
3. Passenger service, except that helper or pusher service not a part of the regular passenger assignment, or wreck or work train service, should not be required except in emergencies.

C. This Rule Does Not Involve The Combining Of Road With Yard Service Nor Modify Or Set Aside:

1. Lapback or side trip rules except when a combination of service includes work, wreck, helper or pusher service and such movements are made in the performance of work, wreck, helper or pusher service.
2. Conversion rules.

3. Terminal switching and/or special terminal allowance rules.

It is further agreed that Trainmen working as Train-Baggage-men will not be considered a member of the crew of the train on which employed where payment of a crew as a unit is required under this rule.

ARTICLE 33

OBJECTING TO UNDESIRABLE
BRAKEMEN

(a) If in the judgment of a Superintendent, a conductor can show good cause, in writing, for the removal of a brakeman from crew, it will be done.

When any passenger or freight conductor makes proper objection in writing to the trainmaster or superintendent against any brakeman under his charge, such brakeman shall be assigned to other service or dismissed, if the circumstances justify.

(b) It is agreed that Article 10(c)(1) governs a trainman restricted from working with a conductor by the application of the above paragraph.

ARTICLE 34

CABOOSES

(a) Assigned cabooses will be placed on caboose track as soon as possible after arrival at terminals, and without any unnecessary switching.

(b) At terminals when supplies other than stationery are needed for assigned cabooses, conductors will, on arrival, leave requisition on caboose of what supplies are needed and same will be put on caboose by someone other than conductor.

Employees will not be required to stock caboose cars for made-up crews or where necessary to transfer from one car to another, but must continue to replenish supplies on assigned cars already in service.

(c) Employees required to stock cabooses for pooled or made up crews will be allowed two hours pay at pro rata rate in addition to other compensation.

(d) The following is applicable to pool freight trainmen when cabooses are pooled in irregular and unassigned pool freight service:

(d)(1) Use of assigned cabooses, or similar equipment such as combination car, will be continued for use of employes in service not protected by pool freight employes where such equipment is now provided.

ARTICLE 34(d)(2)

(d)(2) Pooled cabooses will be kept supplied with necessary caboose supplies and equipment, including stationery, water, sanitary drinking cups, ice, fuel and such other equipment and supplies as may be required for service. They will be kept in a sanitary condition, including the scrubbing of floors and washing of windows. Markers and lamps will be filled and cleaned at terminals when necessary. Drinking water will be changed and ice furnished at terminals where cabooses are maintained and will be replenished at each terminal en route, if required.

The furnishing of the foregoing supplies and cleaning will be performed by other than trainmen and trainmen will not be held responsible for leaving terminal without a full quota of supplies. Employees will keep caboose in a clean condition between terminals.

(d)(3) Suitable lockers of adequate dimensions, toilet and washroom facilities will be provided at home and away-from-home terminals. Employees in pool freight turnaround service will be furnished a caboose during layover at cut out points.

(d)(4) Present recreational and reading rooms at Belen and Seligman will be continued and made available to employees at reasonable rates, but compensatory to the Carrier's costs.

(d)(5) When employees in pool freight service are tied up between recognized terminals where sleeping and eating facilities are available, they will be reimbursed for lodging expenses that may accrue, with a maximum of \$3.00 for each lodging period, which must be supported by a receipt.

NOTE: Where no facilities are available at the point of tie-up, Carrier will make a reasonable effort to transport the employees to a point where they can secure meals and lodging, if necessary.

(d)(6) Employees in pool freight service whose cabooses are pooled under this agreement will be paid an arbitrary allowance of 3.33 (conductors) and 3.38 (brakemen) cents for each road mile actually run or deadheaded in each direction with a minimum allowance of \$3.33 (conductors) and \$3.38 (brakemen) for each continuous trip. The above arbitrary will be subject to increases or decreases where the basic rates are adjusted or under the cost-of-living clauses now in effect but will in no event be reduced below the 1.00 cents per mile figure and one dollar (\$1.00) minimum referred to in this paragraph.

EXAMPLE A: If, first, basic rates are to be increased 12 1/2¢ per hour, the new arbitrary rates would be 1.053 cents per mile and minimum allowance of \$1.05.

EXAMPLE B: If, next, a cost-of-living adjustment requires a reduction of 6¢ per hour, the new rate would be 1.027 cents per mile and a minimum allowance of \$1.03.

EXAMPLE C: If, later, a further adjustment calls for a reduction of 8¢ per hour, the new rate would be 1¢ per mile and minimum allowance of \$1.00, even though the reduction would produce a rate below those figures under the regular formula.

ARTICLE 35

PILOTS

(a) Extra freight conductors will be used as pilots on foreign line freight trains operated by foreign line conductors and will be compensated for such service at through freight conductors' rates and under through freight rules.

(b) Extra passenger conductors will be used as pilots on foreign line passenger trains operated by foreign line conductors. Conductors so used will operate over passenger districts and will be compensated at through freight rates on the following basis:

The freight rate will apply for the miles run with a minimum of 150 miles. For terminal time payments, the time to be paid for will be determined by regulations applicable to passenger service but paid at rate of one-eighth (1/8th) the amount for 150 miles at freight rates. Overtime payments will be arrived at on basis of 150 miles being equivalent to twelve (12) hours and paid for at the rate of one-eighth (1/8th) the amount of 150 miles at freight rates. The time and one-half regulations of freight service for overtime will not apply.

Proper conductor to be used to pilot passenger train from away-from-home terminal when insufficient time to secure extra passenger conductor from source of supply:

The senior available conductor assigned or unassigned in pool service at the away-from-home terminal should be used. If an assigned pool conductor is used, his vacancy will be filled from the extra board if there is sufficient time to deadhead a conductor, and if not, the senior available extra conductor in pool freight service at the away-from-home terminal will be used on the vacancy. This would not, however, prevent deadheading the vacant turn home if the turn of the pool conductor used was not needed for service.

(c)(1) When an engine or two or more engines coupled together are run light over the entire Main Line portion of a freight district, the engine or engines will be accompanied by one conductor pilot who will be paid the conductor's through freight rate of pay.

(c)(2) Engines working in helper service will not be accompanied by a conductor pilot, but when a train is doubleheaded out of a freight terminal and after departure from the freight terminal one of the locomotives is cut off and operated light over the remainder of the freight district, it will be accompanied by a conductor.

ARTICLE 35(c)(3) and ARTICLE 36

(c)(3) If an engine (or engines) run light over the entire Main Line portion of a freight district under the conditions set forth in Paragraphs (1) and (2) is not accompanied by a conductor, the conductor who would have been used as a pilot will be paid the compensation he would have received for pilot service, unless there were unforeseen emergency conditions.

(c)(4) Proper conductor to be used to pilot a light engine from away-from-home terminal when insufficient time to secure extra conductor from source of supply:

The senior unassigned available extra conductor working as a brakeman in pool service would be used for the pilot service.

*(A) FIRST DISTRICT, ALBUQUERQUE DIVISION EFFECTIVE JANUARY 31, 1968:

When circumstances require the use of a conductor under paragraph (c), the first out regular assigned pool freight conductor will be used and all schedule rules and provisions applicable to assigned pool freight conductors will then apply to conductor used in this service. Except where a pool conductor is used as a pilot in short turnaround service out of Belen, he will, on completion of trip, stand first out with respect to other pool conductors in Belen.

*(B) THIRD DISTRICT, ALBUQUERQUE DIVISION EFFECTIVE JUNE 2, 1969 AND OLD ARIZONA DIVISION ONLY, EXCLUDING MOJAVE DISTRICT EFFECTIVE DECEMBER 21, 1966:

When circumstances require the use of a conductor under paragraph (c), the first-out available regular assigned pool freight conductor will be used and all schedule rules and provisions applicable to assigned pool freight conductors will then apply to conductor used in this service. This change will not be applicable to Mojave District.

FLAGMEN

(d) Brakemen used as flagmen in moving light engines shall be paid rates according to the class of service from which they are taken. Brakemen taken from the brakemen's extra board shall be paid freight rates for brakemen.

ARTICLE 36

EXTRA SERVICE BY FREIGHT CREWS

(a) In assigned freight, local and mixed train service, trips made after completion of assigned run will be paid for as starting on new trip.

(b) In the Oakland Terminal Railway yard on the interchange track only, it is permissible for Santa Fe road crews to switch out and replace bad order cars found in deliveries from Oakland Terminal Railway,

but it is not permissible for Santa Fe road crews to switch out and make delivery of cars to the Southern Pacific RR., which should be made by the Oakland Terminal crews.

ARTICLE 37

YARD CREWS IN ROAD SERVICE

Yard crews will not be called upon to perform road service when road crews are available, except between Bakersfield and Oil Junction, Bakersfield and Mopeco (see note below), and Gallup Coal Run.

NOTE: Switching limits of Bakersfield Yard, First District, Valley Division, 1350 feet west of Landco. Switching limit board is located west of Mopeco to cover special agreement permitting yard crews to serve Mohawk Petroleum Corporation, or any additional industries that may be located between recognized switching limits, as defined above, and switching limit board as now located 1500 feet west of Mopeco Spur switch (as of April 23, 1936). It is understood that this "Note" in connection with Article 37 does not nullify or modify agreement between carrier and committee dated April 27, 1936, in connection with permitting Bakersfield yard crews to perform service at Mohawk Petroleum Corporation at Mopeco.

(See August 25, 1978 National Agreement for further Exceptions, Appendix "G".)

ARTICLE 38

DOUBLEHEADING AND HELPING

(a) With trains of over forty cars, exclusive of cabooses, doubleheading is prohibited, except as hereinafter stated.

(b) Doubleheaders may be run on any district providing the rating of largest engine handling the train is not exceeded.

(c) In case of an accident to an engine, consolidation may be effected with another train and consolidated train brought into terminal as a doubleheader, if practicable.

(d) Schedule provisions limiting the amount of tonnage which may be hauled by one engine are eliminated.

(e) An additional allowance of twenty-five (25) miles, with a minimum allowance of \$3.00, will be made to each member of the train crew of each westward freight train which consists of more than fifty (50) loads or equivalent (three [3] empties to be reckoned as two [2] loads, cabooses not to be counted) over any portion of the territory from Summit to San Bernardino, California. The additional allowance of twenty-five (25) miles will be in addition to all other time allowances for the trip or day's work. (See Appendix I)

ARTICLE 38(f)

(f) An additional allowance of twenty-five (25) miles, with a minimum allowance of \$3.00, will be made to each member of the train crew of each freight train operating in either direction between Winslow and Seligman (excluding eastward trains in the helper district Ash Fork to Supai, Arizona) but only when such train consists of more than TWENTY-NINE HUNDRED (2900) TONS at any time while being handled by two or more locomotives. The additional allowance will be in addition to all other time allowances for the trip or day's work.

(g) An additional allowance of twenty-five (25) miles, with a minimum allowance of \$3.00, will be made to each member of the train crew of each freight train operated in either direction between Seligman, Arizona and Needles, California, but only when such train consists of more than TWENTY-NINE HUNDRED (2900) TONS at any time while being handled by two or more locomotives. The additional allowance will be in addition to all other time allowances for the trip or day's work.

HELPER SERVICE

(h) Helper Engines may be used as follows:

1. Isleta to Dalies.
2. Belen to Dalies.
3. Ash Fork to Supai.
4. Needles to Goffs.
5. Bagdad to Lavic.
6. Hector to Ash Hill.
7. Bagdad to Goffs.
8. Sanborn to Mojave.
9. Bakersfield to Mojave (both directions).
10. Ducor to Mirador.
11. Richmond to Port Chicago
(both directions).
12. San Bernardino to Summit.
13. Victorville to Summit.
14. San Bernardino to Rialto.
15. Monrovia to Pasadena.
16. Los Angeles to La Verne.
17. Atwood to San Bernardino.
18. Between San Bernardino and Box Springs.
19. On Redlands District
20. Between Encinitas and San Diego
(both directions).

(i) It is recognized that the exigencies of the business may require additional helper service to that provided for, in which event the matter shall be settled by negotiations between the management and committee, and provisions for pusher or helper service may be made by management and committee for pusher or helper engines on any district to maintain the tonnage intact over grades.

ARTICLES 39, 40, 41, 42 and 43

ARTICLE 39

SERVICE OFF COAST LINES

When Albuquerque Division Trainmen are used in emergency to make trips on "Parent Lines" of AT&SF Ry., they will be paid Albuquerque, New Mexico or Colorado Division rates, whichever is greater.

ARTICLE 40

SEATS ON ENGINES

Seats will be provided on all freight engines for head brakeman.

ARTICLE 41

EXPERIENCE NECESSARY FOR FLAGMAN

(a) Trainmen with less than one year freight experience shall not be permitted to act as flagmen if men with such experience are available. Extra men run around for the purpose of complying with the provisions of this rule shall not be entitled to payment under the run-around clause.

(b) Where State law permits, service as yardman will be considered as experience as brakeman in the application of this rule.

ARTICLE 42

OVERTIME RATE FOR ARBITRARY AND
SPECIAL ALLOWANCES

Special provisions of the schedule for irregular conditions, such as crews called and not used, deadheading, loading and unloading stock, and other miscellaneous service, which formerly paid overtime rates, will be paid as formerly; it being the intent that time and one-half will not apply in such cases.

ARTICLE 43

HELD AWAY FROM HOME TERMINALS

(a) Employes in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th of the daily rate paid them for the last service performed. If held sixteen hours after the expiration of the first twenty-four hour period from the time relieved, they will be paid for the actual time so held during the next succeeding eight hours, or until the end of the second twenty-four hour period, and similarly for each twenty-four hour period thereafter.

ARTICLE 43(b)
and ARTICLE 44

(b) Should an employe be called for service or ordered to deadhead after pay begins, held away from home terminal time shall cease at the time pay begins for such service or deadheading.

(c) Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.

(d) For the purpose of applying this rule the Railroad will designate a home terminal for each crew in pool freight and in unassigned service.

ARTICLE 44

RULES UNDER HOURS OF SERVICE

(a) Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time, and not then, until within two (2) hours of the time limit provided by the Federal Law, or state law, if State Law governs.

(b) If road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their service will be paid for under the schedule.

(c) When road crews are tied up between terminals under the law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to the crew, provided the longest period of rest required by any member of the crew, either eight (8) or ten (10) hours, to be the period of rest for the entire crew.

(d) A continuous trip will cover movement straightaway or turn-around from initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.

(e) Road crews tied up under the law will be paid the time or mileage of their schedules from initial point to tie-up point. When such crews resume duty on a continuous trip they will be paid miles or hours, whichever is the greater, from the tie-up point to the next tie-up point, or to the terminal. It is understood that this article does not permit crews to be run through terminal unless such practice is permitted under their schedule.

(f) Road crews tied up for rest under the law, and then towed or deadheaded into terminal with or without engine or caboose will be paid therefor as per paragraph (e) of this article, the same as if they had run the train to such terminal.

ARTICLE 44(g)

(g) Swing employes are not to be considered as a part of a crew in the sense in which the term "crew" is used in the foregoing, and the hours of service of swing employes are to be considered separately and apart from that of the balance of the crews. On the other hand, if part of a crew aside from swing employe has been in service sufficiently long to permit them to be tied up for the purpose of the law, and the remaining members of the crew have not been in service a sufficient length of time, all members of the crew will be paid under the schedule proper and not under this article.

(h) When crews are tied up en route under the hours of service law and relief crews are furnished from the home terminal, the following will govern:

Extra passenger crews will be used to relieve passenger crews when available.

Pool freight crews will be used to relieve pool freight crews when available.

Extra freight crews will be used to relieve crews on local freight, work trains, mixed trains and road switcher service when available.

For Los Angeles Division protected by Valley and Hill Pool freight crews, if train for which relief is to be furnished is destined San Bernardino, extra trainmen will be used. On trains destined opposing terminal, pool freight crews will be used.

(Exception - See Article 10(c)(11)(12))

(i)(1) Pay of employes tied up under the Hours of Service Law ceases at the time they are tied up or released from duty. When employes are thereafter towed, deadheaded, or transported into a terminal, their pay starts and will be paid separately (miles or hours whichever is greater) on a pro rata basis, under Article 44(f), beginning at the time they are tied up or released from duty.

Example:

1. A pool crew traverses 80 miles in 12 hours, waits for a relief crew for three hours and deadheads the remaining 20 miles into the terminal in one hour. Total payment would be 175 miles working, 50 miles waiting and deadhead.
2. A pool crew traverses 80 miles in 12 hours and the relief crew is waiting for them. The crew is then transported 80 miles in one and one-half hours into the next terminal. The crew will be paid 175 miles working and 80 miles deadhead.
3. An assigned crew with a run of 192 miles ties up en route 24 miles from their terminal with 12 hours' service. The relief crew is waiting for them, and they are transported by taxicab into their terminal in 45 minutes. They will be paid 168 miles run and 24 miles deadhead, which equals the advertised mileage of the assignment.

ARTICLE 44(i)(1.)4. Cont'd.
and ARTICLE 45

4. An assigned crew on a run of 125 miles ties up en route with 12 hours on duty, 100 miles run, and waits one hour, and then is transported for one hour to their terminal. They will be paid 175 miles working and 25 miles waiting and deadhead.

(i)(2) Employees called at their terminals for work train service and tied up at an intermediate point are subject, for pay purposes, to Article 4(k) or 4(o) and not Article 44.

(i)(3) Employees called at their terminals for through freight service, and then converted enroute to work service and tied up at an intermediate point, are subject, for pay purposes to Article 44 and not Article 4(k) or 4(o).

ARTICLE 45

EATING RULE

Crews on freight trains will be allowed opportunity to eat after having been on duty a reasonable length of time, or when it is known that they would be on duty for an unreasonable length of time before arriving at another convenient eating point. In such cases it will be expected that information will be given dispatcher as far in advance as possible so that stopping for meals will not unnecessarily interfere with, or delay other trains, and, in such instances meals will be taken by crew as a unit as expeditiously and promptly as practicable, it being the desire to avoid all unnecessary delay to trains. (Exception: See Article 2[p] Section IV [b].)

This rule not applicable to a crew performing work under the switching rule (Appendix "A") at final terminal, unless the crew has been on duty five (5) hours since procuring a meal and the switching to be performed will consume one hour or more, in which event, time eating at terminals under this rule to be computed as part of the switching time.

At points where passenger trains stop for meals within yard limits crew will be permitted to eat, provided the time consumed will not be the cause of delay to movement of train. This will not relieve the flagman from protecting his train in the event a following first class train is due to arrive.

In so far as possible, crews will be notified in advance of any work to be done in sufficient time so that they may make arrangements to eat, thereby giving the crew an opportunity to inform the dispatcher of their desire to eat as required in the first paragraph of this article.

ARTICLE 46

LANTERNS, BATTERIES AND BULBS

(a)(1) Employees will be furnished electric hand lantern by the company upon depositing with the company the actual cost thereof.

(a)(2) Deposits for lanterns secured from the company may be made by employees by depositing cash therefor or by signing a deduction order for the amount to be deducted from their pay checks on the current payroll.

(a)(3) When an employe leaves the service, either voluntarily, by discharge, or by death, or those retaining employe relationship but not in active service, the lantern may be returned to the company, whereupon the amount of deposit made when the lantern was issued, shall be refunded to him or his estate or heirs.

(a)(4) Replacement of lanterns will be made by the company without cost to the employe under the following conditions:

A. When worn out or damaged in the performance of railroad service upon return of the lantern issued by the company.

B. When stolen while employe is on duty without neglect on part of employe.

C. When destroyed in the performance of duty.

(a)(5) Employees will not be compelled to purchase lantern from the company, but may purchase it from other sources of their own choice, provided, however, that any lantern so purchased must conform with the standard prescribed by the company.

(a)(6) The electric lantern, bulbs, and batteries must be of a standard prescribed by the company, and the lantern must be equipped with not less than two white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.

(a)(7) Each employe must provide himself with an electric white lantern, meeting the specifications set out in paragraph 6.

(a)(8) The company will maintain at convenient locations a supply of batteries and bulbs to be drawn by employes as needed to replace those worn out or broken without cost to the employes.

ARTICLE 47

SWING BRAKEMEN

(a) Brakemen used in swing service subject to attrition Agreements of December 21, 1964 will be paid passenger, freight or local rates and under the basic day and overtime rules applicable to the train on which service is performed.

ARTICLE 47(a) Cont'd.
and ARTICLES 48 and 49

Where two or more swingmen are assigned at the same point they will be run first-in first-out at the beginning of each day (not calendar day) and having made 100 miles, or its equivalent in hours, will drop to the foot of the board.

(b) If an unassigned brakeman is desired out of Mojave on east-bound through trains and such are provided from swingmen and an employe is available at Mojave he will be used relieving the swingman that came in to Mojave, and will receive one hundred miles Mojave to Barstow. If no available employe at Mojave, the employe used out of Bakersfield will go through to Barstow and receive the same compensation as the balance of the crew. The same will apply on returning the swingman on a continuous trip Barstow to Bakersfield, but if there is an available employe at Mojave he will relieve the employe coming from Barstow, and one hundred miles will be paid for the trip Barstow to Mojave.

ARTICLE 48

CREW CONSIST

In all classes of road service a crew shall comprise not less than one conductor and two brakemen, except that in passenger service crew shall comprise of one conductor and only one brakeman where a train consists of not to exceed five (5) cars.

Subject to provisions of attrition agreements of December 21, 1964, the following second brakemen's assignments may be blanked and such assignments may be advertised to work with a conductor and one brakeman:

Sunset District local or road switcher.
Arvin District local or road switcher.
Fresno Interurban local or road switcher.
Oil City District local or road switcher.
Visalia-Porterville local or road switcher.
San Bernardino-San Jacinto Turn local or road
switcher.

A conductor will be employed in all classes of road train service, except that nothing herein shall be construed or interpreted so as to change or modify the provisions of Article III (Self-Propelled Machines) of the June 25, 1964 Agreement. (Agreement of December 23, 1968)

ARTICLE 49

Copy of this Schedule will be furnished to each employe represented herein.

ARTICLE 50

VACATIONS

(Synthesis of Operating Vacation Agreement)

The following represents a synthesis in one document for the convenience of the parties, of the National Vacation Agreement of April 29, 1949, between certain carriers represented by the National Carriers' Conference Committee and their employes represented by the United Transportation Union (formerly the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America), and the several amendments made thereto in various national agreements up to August 25, 1978:*

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any vacation provision, the terms of the appropriate vacation agreement shall govern.

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Section 1 (a) - Effective January 1, 1973, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

(b) - Effective January 1, 1973, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic

ARTICLE 50 - SECTION 1(b) Cont'd.

days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1960, in the application of this Section 1(b) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

(c) Effective January 1, 1979, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having nine or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said nine or more years of continuous service renders service of not less than fourteen hundred forty (1440) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

(d) Effective January 1, 1979, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eighteen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eighteen or more years of continuous service renders service of not less than twenty-eight hundred eighty (2880) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be

ARTICLE 50 - SECTION 1(d) Cont'd.

computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

(e) Effective January 1, 1973, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1960, in the application of this Section 1(e) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

NOTE: In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

(f) (Not applicable).

(g) Calendar days on which an employe assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employe is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section 1(g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(h) Where an employe is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

ARTICLE 50 - SECTION 1(h) Cont'd.

Where an employe is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), fourteen hundred forty (1440) basic days under Section 1(c), twenty-eight hundred eighty (2880) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1(e).

(i) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employe on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employe's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(j) In instances where employes who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employes in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) In instances where an employe who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

(l) In instances where an employe who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

ARTICLE 50 - SECTION 2

Section 2 - Employes qualified under Section 1 hereof shall be paid for their vacations as follows:

GENERAL

(a) An employe receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employe under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1[i]) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).

(b) Beginning on the date Agreement "A" dated September 25, 1950, May 25, 1951, or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employes and employes having interchangeable yard and road rights covered by said agreement are concerned:

YARD SERVICE

(1) An employe receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employe under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1[i]) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.

COMBINATION OF YARD AND ROAD SERVICE

(2) An employe having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employe under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1[i]) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employe is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employe is working in yard service such pay for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

ARTICLE 50 - SECTION 2 Cont'd.

NOTE: Section 2(b) applicable to yard service shall apply to yard , belt line and transfer service and combinations thereof, and to hostling service.

Section 3 - Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4 - Time off on account of vacation will not be considered as time off account employe's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5 - The absence of an employe on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

Section 6 - Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employe in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employes will cooperate in arranging vacation periods, administering vacations and releasing employes when requirements of the service will permit. It is understood and agreed that vacationing employes will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employe will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

Section 7(a) - Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employe at end of his vacation period, the number of vacation days at the request of the employe may be reduced in one year and adjusted in the next year.

Section 7(b) - After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

Section 8 - The vacation provided for in this Agreement shall be considered to have been earned when the employe has qualified under Section 1 hereof. If an employe's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not

yet granted, and the vacation for the succeeding year if the employe has qualified therefor under Section 1. If an employe thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

Section 9 - The terms of this agreement shall not be construed to deprive any employe of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom. With respect to yard service employes, and with respect to any yard service employe having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

Section 10 - Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employe members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11 - This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employes represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employes of such carriers represented by the Brotherhood of Locomotive Engineers and the United Transportation Union.

Section 12 - This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

Section 13 - This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

ARTICLE 50 - SECTION 14

Section 14 - The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employes, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

(See Appendix H)

(The Vacation Agreement rules as shown above incorporate current provisions of the 1949 National Vacation Agreement and Amendments provided in the National Agreements of December 16, 1953, November 30, 1960, November 30, 1960, November 20, 1964, July 17, 1968, January 27, 1972 and August 25, 1978.)

MEMORANDUM

Chicago, Illinois, April 29, 1949

Referring to agreement, signed this date, between employes represented by the Brotherhood of Locomotive Engineers and the United Transportation Union and Carriers represented by the Eastern, Western and Southeastern Carrier's Conference Committee, with respect to vacations with pay:

In computing basic days in miles or hours paid for, as provided in Section 1 of said agreement, the parties agree that the following interpretations shall apply:

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employe in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1 1/4 basic days.
3. An employe in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1 3/4 basic days.
4. An employe in yard service working 12 hours will be credited with 1 1/2 basic days.

5. An employe in freight service, run-around and paid 50 miles for same, will be credited with 1/2 basic day.
6. An employe in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.
7. An employe in freight service, paid no overtime or other allowances, working as follows:

1st trip	150 miles
2nd trip	140 miles
3rd trip	120 miles
4th trip	150 miles
5th trip	<u>140 miles</u>
Total	700 miles

will be credited with seven basic days.

8. An employe in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.
9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.
10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1 1/8 basic days.
13. An employe in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.
14. An employe is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.
15. An employe is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

(Signatures not reproduced)

INTERPRETATION OF CONTINUOUS
SERVICE PROVISIONS OF
SECTION 1 OF VACATION AGREEMENT

In granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employe transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employe's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations and on file with the carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their terms and conditions for the year 1955.

Signed at Chicago, Illinois, this 18th day of January, 1956.

(Signatures not reproduced)

SPLIT VACATION

(1) Employes working out of a designated terminal where extra boards are maintained, who are entitled to three weeks' vacation, may request and will be assigned one period consisting of one week and one period consisting of two weeks.

(2) Employes working out of a designated terminal where extra boards are maintained, who are entitled to four weeks' vacation, may request and will be assigned two periods consisting of either two weeks for each period or two periods consisting of one week and three weeks.

(3) Employes desiring to split their vacations into two periods must make application therefor during the designated interval when applications are being accepted, prior to the compiling of the vacation schedule. No change in such application may be made following the close of this application period.

When two periods are requested, only one of such periods will be assigned during the months of May, June, July and August.

(4) In the event an employe who has requested a split vacation under paragraphs (1) or (2) is on an outlying assignment when the first period starts, he will be required to take his full vacation starting as of that date.

(5) Employes entitled to three or four weeks' vacation and requesting only one period for their entire vacation, at any time prior to the assigned starting time of their vacation period, providing they are work-

ARTICLE 50 (5) Cont'd. and ARTICLE 51

ing out of a terminal where an extra board is maintained, may make request to lay off and may count one, two, or three weeks of such layoff time as a part of their vacation. Such layoffs will be permitted only when in the opinion of the Management sufficient extra employes are available to provide relief.

(6) When a vacation is split under the provisions of this Agreement and payment is allowable under the minimum provisions of Section 2(c) of the National Vacation Agreement, the rate of pay shall be that of the last service rendered prior to the start of the employe's first vacation period.

(7) In splitting vacations, the week or weeks used will be counted as seven, fourteen or twenty-one days, and no fraction of a week will be included.

(8) In the application of above paragraph (5) an employe is only entitled to make one application of either one, two, or three weeks to lay off and have the lay-off charged against his vacation.

An employe laying off under paragraph (5) and having the lay-off charged against his vacation must do so in writing prior to the time he lays off.

(9) Chain gang, extra or regular assigned employes, entitled to three or four week vacation periods, who request and are assigned a split vacation under paragraphs (1) and (2), or take a portion of their vacation in advance of the assigned vacation period under paragraph (5), will only be permitted to mark up at 12:01 p.m. on the last day of the last portion of the split vacation period. Employes must be off full calendar days of the first portion of vacation.

ARTICLE 51

PHYSICAL EXAMINATIONS

In the event an employe of a class included in the scope of this Agreement, who is found to be disqualified as a result of a re-examination conducted under the Company's rules governing physical examinations including eyesight, color sense and hearing, feels that his physical condition does not justify removal from the service or restriction of his rights to service, such employe, upon request in writing by himself or his representative within 30 days following receipt of notice of disqualification, will be given further re-examination as follows:

1. If disqualified because of physical disabilities:

(a) The employe will be jointly re-examined by a physician designated by the Company and a physician of the employe's own choice who shall both be graduates of a Class (A) medical school of regular medicine. This re-examination will be conducted at the office of the Company's physician, unless otherwise mutually agreed to by the two physicians. If the two physicians agree that the employe is disqualified their decision is final; if they agree the employe is qualified, he will

ARTICLE 51(a) Cont'd.

be returned to the service and compensated for loss of earnings, if any, resulting from such restrictions or removal from service incident to his disqualification.

(b) If the two physicians fail to agree, the employe's physician and the railroad's physician will select a third physician who shall be a practitioner of recognized standing in the medical profession and where any special type of case is involved must be a certified specialist in the disease or impairment which resulted in the employe's disqualification. The Board of physicians thus selected will examine the employe and render a report of their findings within a reasonable time, not exceeding 30 days after their selection, setting forth the employe's physical condition and their conclusion as to whether he meets the requirements of the Company's physical examination rules. The 30-day period may be extended through mutual agreement between the General Chairman and the General Manager.

(c) The railroad company and the employes involved will each defray the expense of their respective physicians. The fee of the third member of the board will be borne equally by the employe involved and the railroad company. Other examination expenses, such as X-ray, electrocardiograms, etc., will be borne equally by the employe involved and the railroad company.

(d) If the majority of the board of physicians conclude that the employe meets the requirements of the company's physical examination rules, he shall be permitted to return to the service from which removed.

(e) If there is any question as to whether there was any justification for restricting the employe's service or removing him from service at the time of his disqualification by the company doctors, the original medical findings which disclose his condition at the time disqualified shall be furnished to the neutral doctor for his consideration and he shall specify whether or not, in his opinion, there was justification for the original disqualification. The opinion of the neutral doctor shall be accepted by both parties in settlement of this particular feature. If it is concluded that the disqualification was improper, the employe will be compensated for loss of earnings, if any, resulting from such restrictions or removal from service incident to his disqualification.

(f) Should the decision of the board of physicians, as referred to in paragraphs (a) and (e), be adverse to the employe and he considers that his physical condition has improved sufficiently to justify considering his return to service, a re-examination will be arranged upon request of the employe, or his representative, but not earlier than ninety (90) days after such decision, nor oftener thereafter than each ninety (90) days.

2. If disqualified because of defects in vision, color sense or hearing:

When an employe upon re-examination fails to meet the required standards on vision, color sense, or hearing, such re-examination may, if requested by the employe or his representative within 15 days be followed by a field test under joint direction of a committee consisting of two representatives of Management and two employes from the ranks of train, engine or yard service, such field tests to be conducted in the following manner.

(a) FOR VISION AND COLOR PERCEPTION. The Field Test will be made with flags, lamps and signals used in daily operation of engines and trains, with or without glasses, at various distances but not to exceed two thousand (2000) feet for the correct observation by day and by night of block signals, signal lights, lamps, flags, and fusees under service conditions. Whenever necessary, the test for color perception shall include the varying atmospheric conditions existing with cloudy weather, smoke, rain, fog, mist and snow. The response to each test shall be as prompt as actual service conditions necessitate, and the tests may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.

(b) FOR HEARING. The Field Test shall demonstrate ability to hear ordinary conversations, air whistle signals, torpedoes and other audible signals, under service conditions. The response to each test shall be as prompt as actual service conditions necessitate, and the tests may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.

(c) The Field Tests shall be held as soon as practicable after receipt of request therefor and will be so arranged that the responses are solely those of the individual tested without interference or aid; otherwise, the entire test shall be repeated.

(d) The Joint Committee will carefully record the different distances at which signals are displayed or given; the response made by the individual tested, and the degree of promptitude of responses, and will make a joint report to the Management, advising whether the employe passed a satisfactory test and, if not, agreeing if possible on a recommendation as to the service, if any, to which the individual may be safely assigned.

MEMORANDA OF AGREEMENT, September 7, 1967, and September 10, 1969:

Section 1(a). Except as otherwise provided in this Agreement, an in-service employe withheld from service on instructions of the Carrier for the purpose of undergoing a medical evaluation, shall, unless correctly restricted or disqualified as a result thereof, be paid for all time lost until authorized by the Carrier to resume duty.

(b) If such employe is required to report for medical evaluation at a point other than the home terminal of his assignment or at his point of residence if his normal habits make available a reasonable opportunity for examination at such point, he shall be paid the greater of:

ARTICLE 51 - Section 1(b) Cont'd.

- (1) all time lost, or
- (2) necessary actual miles of travel at the passenger rate,

and he shall be reimbursed for necessary expenses incurred on his account only, until return. Convenient available passenger train service will be used, unless upon request Carrier authorizes another mode of travel. Allowance will not be made for more time lost and expenses incurred than are necessary for the travel period, completion of the examination and expeditious return to his terminal or point of residence.

Section 2. An employe who is off duty for a period of thirty (30) or more days on account of a serious medical deficiency which could lead to his restriction or disqualification should give Carrier as much advance notice, in writing, as reasonably possible of date of intended return to service. If he attempts to resume service without at least five days such advance notice, the Carrier, at its discretion, will have five days to accomplish a medical evaluation, during which time no payment will be made for time lost, but he will be paid for necessary actual miles of travel and expenses as outlined in Section 1(b) hereof.

Section 3. When instructed by the Carrier to undergo a medical examination at the home terminal of his assignment or at his point of residence if his normal habits make available a reasonable opportunity for examination at such point, and sufficient time is allotted without loss of time, the employe shall arrange to undergo such examination in that manner.

When instructed by the Carrier to undergo a medical examination at the home terminal of his assignment or at his point of residence the employe must in order to receive pay for all time lost, if any, under this rule permit the Carrier to schedule his examination. After this scheduling of said examination, if an employe is displaced from or bids off his assignment, he must notify the Carrier at least 24 hours in advance of his appointment in order to permit re-scheduling of the examination, to avoid loss of time, if the Carrier desires. (*Agreement of December 5, 1972*)

Section 4. A furloughed employe recalled for service and required to undergo medical evaluation prior to resumption of service is not covered by the provisions of this Agreement.

NOTE: The term "medical evaluation" includes but is not limited to the actual medical examination, laboratory procedures, X-rays and so forth as well as time for final decision after results thereof are known.

ARTICLE 52

EMPLOYES TRANSFERRED

When a change of division or runs is made, requiring employes to change their place of residence, they will be furnished free transportation for themselves, their families, and household goods to their new place of residence and will be similarly accommodated when transferred in the exercise of their seniority rights.

ARTICLE 53

SERVICE LETTERS

When employes leave the service of the Company of their own accord, they shall not be reinstated. When employes leave the service of the Company they shall be given letters stating time of their service, in what capacity employed, and cause for leaving service, except when such letters would subject the company to legal prosecution. Said letters are to be given at time of leaving the service and shall be signed and stamped by the division superintendent.

ARTICLE 54

CONTRACTUAL OBLIGATIONS

(a) The Company on its part and the UTU on their part agree that they will perform the several duties and stipulations provided for in this agreement.

(b) In case a difference of opinion as to the construction of this agreement shall arise between the UTU and Division Officers, a written statement of the question at issue must be submitted by the UTU's committee to the General Officials for their construction.

(c) No local ruling shall be made on this schedule which conflicts with the provisions of same and any changes therein must be handled as provided in paragraph (b) of this article.

ARTICLE 55

CAPTIONS

It is understood the captions of articles in this agreement are for the purpose of identification only and are not to be considered a part of the rule.

ARTICLE 56

BOOK OF RULES REEXAMINATION

For the purpose of establishing a program applicable to employees subject to the rules of the Operating Department and to provide instruction and review classes in connection therewith, effective January 1, 1977:

IT IS AGREED:

- (1) The Carrier will determine the frequency of the program, i.e., annually, biennial, etc.
- (2) The program for each employe shall consist of a total of eight (8) hours.
- (3) The eight hours may be taken in one session or in two four (4) hour sessions. When taken in one day, there will be a break of not less than one hour between the four hour sessions.
- (4) The instruction and review classes shall consist of oral presentation and multiple choice examination.
- (5) Failure to satisfactorily pass the required examination on first attempt will necessitate a second attempt by the employe within a period not to exceed 30 calendar days from date of first failure, exclusive of any period he is on formal leave of absence or vacation. Written notification by the employe of his availability for the required examination within the period specified herein will be considered as having met the time limit requirements of this Section 5.
- (6) An employe who fails to satisfactorily pass the required examination on second attempt will be suspended and will remain suspended from service until he satisfactorily passes the required examination, which attempts will not be more than 60 calendar days from date of last attempt, even if necessary to schedule special class.

NOTE: At the end of each calendar year, if requested by either party, a meeting will be held to review the provisions of Section 6 for the purpose of mutually agreeing to its continuance. Should the parties fail to reach a mutual understanding concerning its continuance, Section 6 will be removed from this Agreement.

- (7) If an employe does not comply with the time limits prescribed in Section 5 hereof, he will be considered as having failed the examination.
- (8) An employe, who earlier in the year, was promoted to engineer, conductor or engine foreman has undergone an examination on the operating rules, as required by other Company rules, will not be subject to this program in the same calendar year. An employe must, however, undergo, and be credited with, satisfactorily passing an examination for each calendar year for which classes are held.

ARTICLE 56(9)

- (9) It will be the employe's responsibility to attend the instruction and review classes from February 1 through May 31st. No regularly scheduled classes will be held during the months of June, July and August. Those employes not attending classes voluntarily on or before May 31st will be instructed by the Carrier commencing September 1st to attend classes at a time designated by the Carrier. Employes will not be required to attend rules classes during their assigned vacation period. Employes required to attend classes at other than their terminal of assignment, which requires deadheading, will be paid the applicable deadhead rate in addition to the allowance provided herein. When an employe satisfactorily passes the required examination, the employe will be compensated in the amount of \$50.00 subject to subsequent general wage increases. The base of \$50.00 will be frozen for the years 1977, 1978 and 1979.

ARTICLE 57

COUPLING AIR HOSE

1. (a) When road freight crews (including local freight and work train crews, excluding crews protecting road switchers) within the switching limits of the following listed yards are required to couple air hose (except as set forth in Section 3), each member of the train crew will be paid an allowance of \$4.32 (subject to future general wage increases which may include retroactive increases) regardless of whether a carman is or is not on duty. Such crews will not be required to couple air hoses for other road crews or yard crews:

Gallup	Calwa-Fresno
Winslow	Riverbank
Ash Fork	Stockton-Mormon
Prescott	Richmond
Phoenix-Mobest	San Francisco
Seligman	Alice Street Oakland
Needles	San Bernardino
Barstow	Los Angeles
Bakersfield	San Diego-National City
Kaiser (Yard limits are controlling as presently located)	

NOTE: Points listed in Section 1(a) hereof which will not be changed in the future.

(b) No payment is due such crews when required to couple air hose on any cars handled, moved or switched by such crew at any location other than those listed in Section 1(a) hereof.

2. When Conductors and Trainmen protecting road switcher service are required to couple air hose (except as set forth in Section 3), each member of the train crew will be paid an allowance of \$4.32 (subject to future general wage increase which may include retroactive increases) regardless of whether a carman is or is not on duty. Such crews may be required to couple air hose on cars to be picked up by other road crews.

3. The provisions of this agreement will not apply to coupling of air hose:

ARTICLE 57(b)(3)(a)
and ARTICLE 58

- (a) Between engine and first car.
- (b) Between caboose and rear car.
- (c) Between engine and caboose, where caboose is handled light.
- (d) At point of coupling when cars with air hoses previously coupled together are on more than one track and necessary to double over.
- (e) Recoupling of train after set out by road or yard crew.
- (f) Recoupling of train after pick up by road or yard crew.
- (g) Recoupling of train after set out of bad order car(s).

4. No allowance is to be made for performing car to car air test or set and release air test on crews' own train.

5. Through freight or local crews who convert to road switcher rate are subject to Section 1 hereof, not Section 2.

6. Only one (1) payment shall be made during each trip or tour of duty.

NOTE: If a crew commences a new day for pay purposes, it shall be considered a new trip or tour of duty.

ARTICLE 58

ENACTING AND TERMINATING CLAUSE

This agreement became effective July 1, 1956 and has been reprinted as of September 1, 1978 to reflect that set forth in the Preamble and to reflect rates effective December 31, 1978.

This agreement shall continue in effect subject to thirty (30) days' written notice by either party of a desire to change or terminate same in accordance with the Railway Labor Act, as amended, except as provided below.

Those rules identified by asterisk (*) will continue to be governed by cancellation clause contained in the original agreement establishing the rule.

These rules will be applied by the parties in compliance with State and Federal laws and regulations and without regard to the race, religion, color, creed, national origin, or sex of the individuals covered by the rules.

Any existing agreements, interpretations or understandings not in conflict with this revised agreement will remain in effect.

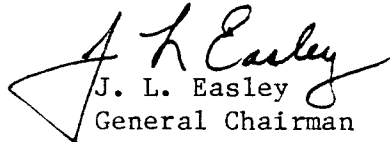
Signed at Los Angeles, California, September 1, 1979.

For THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
COAST LINES




F. L. Elterman
Vice President - Personnel
and Labor Relations

For the UNITED TRANSPORTATION UNION



J. L. Easley
General Chairman



J. B. Rucker
Secretary

APPENDIX "A"

MEMORANDUM OF AGREEMENT
 between
 ORDER OF RAILWAY CONDUCTORS AND
 BRAKEMEN
 BROTHERHOOD OF RAILROAD TRAINMEN
 AND
 THE ATCHISON, TOPEKA AND SANTA FE
 RAILWAY COMPANY
 --COAST LINES--

SWITCHING RULE

The yard schedule is in effect in the following yards:

Gallup	Calwa-Fresno
Winslow	Riverbank
Ash Fork	Stockton-Mormon
Prescott	Richmond
Phoenix-Mobest	San Francisco
Seligman	Alice Street Oakland
Needles	San Bernardino
Barstow	Los Angeles
Bakersfield	San Diego-National City

Rules of this agreement also apply to road crews at stations on joint line where yard schedule is in effect.

A. Road freight conductors and trainmen will not be required to perform switching at stations during the time a yard crew is on duty, except in an emergency, which is defined to mean (1) personal injury, (2) fire, (3) wreck, and/or (4) where Company property is in jeopardy, which necessitates prompt action and yard crew is not immediately available.

If a road crew is required in an "emergency" to perform switching when a yard crew is on duty, they will be paid for such work on the actual minute basis at pro rata road rate for all time so consumed, with a minimum allowance of one and one-half hours for 45 minutes or less, and two hours for over 45 minutes, in addition to road trip; provided that when overtime accrues on the trip, computed on basis of total time on duty including time devoted to switching, the crew will be paid either under the basic day and overtime rules of the respective schedules or under this agreement, whichever produces the greater compensation, but will not be paid both switching and overtime. Actual time consumed in switching by road crew shall be deducted from time of road trip.

If switching other than as defined as "emergency" is required of a road crew when a yard crew is on duty, they will be paid a minimum day at yard rates, separate and apart from the road trip, and available off duty extra yardmen constituting a crew, i.e., a foreman and two helpers, will be paid one minimum yard day each; if less than a crew of three yardmen available, each individual that is available will be paid a minimum yard day each.

APPENDIX "A" A. Cont'd.

NOTE: It is agreed that the following work performed by road crews in yards is not switching for the purpose of this agreement:

1. The icing of cars or loading or unloading of stock by road freight crews in accordance with the provisions of Article 26 of the Schedule applicable to Coast Lines except south of Ash Fork and east of Parker.

2. Road work train crews may be used to perform work train service partially inside and partially outside the switching limits if such service is performed exclusively on main line tracks or CTC controlled auxiliary tracks. Road work train crews may also make set outs and pick up of cars on adjacent tracks within the switching limits in performance of such work.

3. Doubling train over from one track to another account track used of insufficient capacity to accommodate train, cutting in or cutting out helper engines whether involving doubling over or otherwise, cutting train to clear crossover or crossings (railroad, vehicular or foot), or coupling up train at such crossover or crossings.

4. Setting out bad order and/or no bill cars found in train at initial terminal after train is made up and no yard crew on duty to perform such work.

Picking up on outbound trip at Hobart (Los Angeles Yard) and Pre-Cooler (San Bernardino Yard); setting out on inbound trip at Hobart (Los Angeles Yard), Pre-Cooler (San Bernardino Yard), livestock at Kern Junction (Bakersfield Yard) and Cudahy Plant (San Diego Yard); provided cars picked up are moved to destinations outside of yard limits by the train picking them up, and cars set out have been moved into yard limits in the train setting them out.

When work covered by this item 4 is performed by road freight crews, they will be paid for actual time consumed on minute basis, with a minimum allowance of thirty minutes at pro rata road rate in addition to road trip; provided that when overtime accrues on the trip, computed on basis of total time on duty including time devoted to such work, the crew will be paid either under the basic day and overtime rules of the respective schedules or under this agreement, whichever produces the greater compensation, but will not be paid both switching and overtime. This payment is applicable to road crews when yard engines make the setout and/or pickup at Hobart.

5. Set-outs and/or pick-ups at Intermediate stations as provided for in Item D-2 hereof.

APPENDIX "A" A. Cont'd.

Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc: one straight pick up at another location in the initial terminal (in addition to picking up train) and one straight set out at another location in the final terminal (in addition to yarding the train); one straight pick up and/or set out at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house including all units coupled to the operating unit (units); pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars provided, however, that where it is necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity; and exchange engine of its own train. (*Article X, National Agreement, August 25, 1978*).

B. Road freight crews may be required to perform switching at initial terminal stations, where yard crews are employed but not on duty, and for such service shall be paid for all time so consumed on the actual minute basis in addition to the road trip, at the pro rata road rate, switching time to be computed from the time conductors and trainmen are required to report for duty until switching is completed and train coupled together on the designated make up track; provided that when overtime accrues on the trip, computed on basis of total time on duty including time devoted to switching, the crew will be paid under the basic day and overtime rules of the respective schedules or under this agreement, whichever produces the greater compensation, but will not be paid both switching and overtime.

NOTE: If a freight train is made up by a yard or other crew and it is necessary for the outbound road crew to set out a car or cars for any reason, when yardmen are not on duty, the road freight crew performing such work will be paid on the actual minute basis for all time consumed, with a minimum allowance of 30 minutes, time to be computed from the time such switching begins until train is finally coupled together; except when such car or cars are taken to rip track, in which event payment will be made for such switching from the time the crew reports for duty until train is finally coupled together.

C. Road freight crews may be required to perform switching at final terminal stations where yard crews are employed but not on duty, and for such service shall be paid for all time so consumed on the actual minute basis, in addition to road trip, at the pro rata road rate, switching time to be computed from time work begins and continues until it is completed, or crew is otherwise released; provided that when overtime accrues on the trip, computed on basis of total time on duty including time devoted to switching, the crew will be paid either under the basic day and overtime rules of the respective schedules or under this agreement, whichever produces the greater compensation, but will not be paid both switching and overtime.

APPENDIX "A" - D.(1)

D. (1) Road freight crews with terminals by assignment at intermediate stations where yard service is maintained, or road freight crews "cut out" or "tied up" in accordance with schedule rules at such stations, if required to perform switching service thereat will be subject to the provisions of Items A, B, and C of this agreement.

(2) At intermediate stations where yard crew or crews are employed and are on duty, road freight crews other than those referred to in item D (1) hereof may make one straight set-out and/or one straight pick-up and will be allowed payment for the actual time so consumed, with a minimum allowance of thirty (30) minutes at pro rata road rates, in addition to road trip; provided that when overtime accrues on the trip, computed on basis of total time on duty including time devoted to switching, the crew will be paid either under the basic day and overtime rules of the respective agreements or under this agreement, whichever produces the greater compensation, but will not be paid both switching and overtime.

(3) At intermediate stations where yard crew or crews are employed, but not on duty, road freight crews other than those referred to in item D (1) hereof may be required to make set-outs and/or pick-ups and perform station switching, and will be allowed payment on the actual minute basis for all time so consumed, with a minimum allowance of thirty (30) minutes at pro rata road rate in addition to road trip; provided that when overtime accrues on the trip, computed on basis of total time on duty, including time devoted to switching, the crew will be paid either under the basic day and overtime rules of the respective schedules or under this agreement, whichever produces the greater compensation, but will not be paid both switching and overtime.

E. It is agreed that where straight set-outs and/or pick-ups as covered in Items D (2) and D (3), or set-outs and/or pick-ups on outlying tracks at terminals as covered by Item A (4) results in the conversion of a through freight train to a local freight train for pay purposes under Article 2(j) of the Schedule, or 2(e) of those Schedules applicable South of Ash Fork and East of Parker, allowance will be made for the time so consumed or local freight rates, whichever produces the greater compensation. If crew is entitled to local freight rates without counting pick-ups and set-outs as defined in Items D(2), D(3) and A(4), the payments provided by these Items will be allowed.

F. At points where yard schedule is in effect, as listed in Section One, and yard service is maintained and there is a decrease in switching that would justify a reduction of a yard crew, or crews, at such points and the use of a road crew, or crews, to perform switching during the spread of hours of cancelled yard assignment, or assignments, such substitution will be made only when, during the preceding five (5) consecutive days, there has not been three (3) or more hours switching each day (in the aggregate) between the hours of 6:30 a.m. and 4:00 p.m., or 2:30 p.m. and 12 Midnight or 10:30 p.m. and 8:00 a.m. Where one engine is assigned same will not be abolished unless there is less than four (4) hours switching in the aggregate in a 24 hour period. Carrier and organization representatives will make a joint check in determining the number of hours switching performed under these provisions.

NOTE: It is understood that nothing contained herein restricts the right of the carrier to cancel yard crew assignments, or reduce the number of days per week to the minimum (5 days per week) provided by the Yardmen's Schedule, but the substitution of road crew or crews in lieu thereof is permissible only as provided in above Item F.

Further understood that where service is performed by only one or two yard engines, such yard engines will perform all the service that is available or would become available within thirty minutes from the assigned off-duty time for the yard engines, regardless of the fact that such handling may cause the yard crew to work overtime. This provision is made in order to reduce to the very minimum the amount of switching that may be required of road crews.

When a yard crew is "held-in" on any day covered by its regular assignment and a road crew, or crews, is required to perform switching, other than as provided in Item A of this Agreement, during the hours of such "held-in" assignment, the yard crew whose assignment is "held-in" will be paid a minimum yard day and the road crew or crews performing such switching will also be paid a minimum day each at yard rates in addition to the road trip; actual time consumed in such switching to be deducted from the total time on duty of the road crew or crews.

At points where yard schedule is in effect, as listed in Section One, and less than continuous yard service is maintained, and the time consumed (in the aggregate) in switching by road crew or crews while a yard crew is not on duty, amounts to three hours in any eight hour period for three consecutive days yard engines manned by yard crews will be assigned as soon thereafter as this condition is determined and the necessary yardmen can be made available to perform such service. It is understood, however, in the application of this paragraph the carrier may rearrange the spread of hours of a yard crew or crews, in the manner prescribed in yardmen's schedule in order to reduce the time devoted to switching by road crews.

G. Road freight conductors and trainmen required to perform switching, as provided for in this agreement, shall consist of not less than one conductor and two brakemen. In case the road crew that performs the switching consists of a conductor and three regularly assigned brakemen such crew must be used as a unit.

H. (1) Road passenger crews will not be required to perform switching or to set out and/or pick up car, or cars, at stations where yard crews are employed and on duty, except as follows:

(a) Switching may be performed in emergency which is defined to mean (1) personal injury, (2) fire, (3) wreck, and/or (4) where Company property is in jeopardy, which necessitates prompt action and yard crew is not immediately available, in which event payment will be allowed as per paragraph 2 hereof.

APPENDIX "A" and APPENDIX "B"

(b) Road passenger crews may turn train on wye and back to station prior to unloading passengers, and in departing from stations after loading passengers may back around wye, and such moves are not considered switching, but when made the additional mileage will be added to the road trip. Fractions less than one-half mile will not be counted and fractions one-half mile and less than one mile will be counted as one mile.

(c) If switching other than as referred to above is required of a road crew when a yard crew is on duty, they will be paid a minimum day at yard rates, separate and apart from the road mileage, and available off duty extra yardmen constituting crew, i.e., a foreman and two helpers, will be paid one minimum yard day each; if less than a crew of three yardmen available, each individual that is available will be paid a minimum yard day each. Actual time consumed in switching by road crew shall be deducted from time of road trip.

(2) Passenger crews required to perform switching or picking up and/or setting out cars, in connection with their own train at terminals or intermediate stations where yard crews are employed but not on duty, shall be paid for all time so consumed on actual minute basis from time work begins until completed and train coupled together, at one-eighth of the daily passenger rate with a minimum allowance of one (1) hour at passenger rate in addition to and independent of earnings of road trip. This allowance will not be used to make up guarantee.

THIS AGREEMENT signed at Los Angeles, California this 27th day of June, 1956, and shall become effective July 1, 1956, and shall be considered a separate agreement between the Railway Company and its employes represented by each of the Organizations signatory hereto, shall become a part of the schedules affected and shall continue in effect subject to the right of any of the parties signatory hereto to serve thirty (30) days written notice of intention to change in accordance with the provisions of the Railway Labor Act as amended.

(Signatures omitted)

APPENDIX "B"

POOLING CABOUSES

Following provisions contained in National Agreement, dated May 25, 1951, between Eastern Western and Southeastern Carriers' Conference Committees, and United Transportation Union.

ARTICLE 7

POOLING OF CABOUSES

(a) The employes affected by this rule and the carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, being desirous of cooperating in situations where train service can be improved and trains expedited by the pooling of cabooses, adopt the following:

(b) Where an individual carrier not now having the right of pooling cabooses considers it advisable to establish such pooling, appropriate committee or committees representing the employes involved and proper representatives of the carrier will conduct negotiations relating thereto.

(c) A reasonable and practical approach to the problems herein referred to, namely -- the pooling of cabooses -- requires that the carriers and the employes definitely recognize each other's fundamental rights, and where necessary, reasonable and fair arrangements should be made in the interest of both parties.

It is further agreed that:

(1) Whenever the carrier desires so to pool its cabooses, it shall give notice to the General Chairman or General Chairmen of such intention, specifying the territory and service involved, whereupon the carrier and employe representatives shall, within 30 days, endeavor to agree upon any facilities that should be furnished to provide accommodations substantially equivalent to those formerly available on the cabooses and used by the employes and on appropriate arrangements for supplying and servicing such pooled cabooses.

(2) In the event the carrier and such representatives cannot so agree on the matter, any party involved may invoke the services of the National Mediation Board.

(3) If mediation fails, the parties agree that the dispute shall be submitted to arbitration under the Railway Labor Act, as amended. The decision of the Arbitration Board shall be final and binding upon both parties.

(d) This rule shall become effective August 1, 1951, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employe representatives on or before July 1, 1951.

APPENDIX "C"

UNION SHOP AGREEMENT

This Agreement, made at Los Angeles, California, this 24th day of March, 1965, by and between The Atchison, Topeka and Santa Fe Railway Company, Coast Lines, hereinafter referred to as the Carrier, and its Trainmen and Yardmen represented by the United Transportation Union, hereinafter referred to as the Organization, witnesseth:

APPENDIX "C"

Section 1.

IT IS AGREED:

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employes of the Carrier now or hereafter subject to the Rules and Working Conditions Agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the Organization, party to this Agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employes after the effective date of this Agreement, and thereafter shall maintain membership in such Organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this Agreement shall alter, enlarge or otherwise change the coverage of the present or future Rules and Working Conditions Agreements.

Section 2.

The requirements of membership provided for in Section 1 of this Agreement shall be satisfied if any employe shall hold or acquire membership in any one of the labor organizations national in scope or organized in accordance with the Railway Labor Act and admitting to membership employes of a craft or class in train, yard, engine or hostling service, that is, in any of the services or capacities covered in Section 3, First, (h), of the Railway Labor Act, defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board, provided, however, that nothing contained in this Agreement shall prevent any employe from changing membership from one organization to another organization admitting to membership employes of a craft or class in any of the services above specified.

Section 3.

(a) Employes who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employes return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of the continued employment subject to such agreements, be required within thirty-five calendar days from date of their return to such service to comply with the provisions of Sections 1 and 2 of this Agreement.

(b) The seniority status and rights of employes furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the Federal Government or a State Government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this Agreement but such employes shall, upon resumption of employment, be considered as new employes for the purposes of applying this Agreement.

(c) Employes who retain seniority under the Rules and Working Conditions Agreements governing their class or craft, and who, for reasons other than those specified in Subsections (a) and (b) of this Section, are not in service covered by such agreements or leave such service, will not be required to maintain membership as provided in Sections 1 and 2 of this Agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employes return to any service covered by the said Rules and Working Conditions Agreements they shall, as a condition of their continued employment, be required, from the date of return to such service to take membership in one of the organizations specified in Sections 1 and 2 of this Agreement.

Section 4.

Nothing in this Agreement shall require an employe to become or to remain a member of the Organization if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employes in the same status at the same time.

Section 5.

(a) Each employe covered by the provisions of this Agreement shall be considered by the Carrier to have met the requirements of the Agreement unless and until the Carrier is advised to the contrary in writing by the Organization. The Organization will notify the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employe who it is alleged has failed to comply with the terms of this Agreement and who the Organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreements. The form of notice to be used shall be agreed upon by the Carrier and the Organization, and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the Carrier will within ten calendar days of such receipt, so notify the employe concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employe shall be given the Organization. An employe so notified who

APPENDIX "C"

Section 5, Cont'd.

disputes the fact that he has failed to comply with the terms of his Agreement shall, within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employe in writing with copy to the Organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employe concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreements not later than thirty calendar days from receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

(b) The Carrier shall determine on the basis of evidence produced at the hearing whether or not the employe has complied with the terms of this Agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employe and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employe has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Organization agree otherwise in writing.

If the decision is not satisfactory to the employe or to the Organization it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this Agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employe and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employe has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of the date of said decision unless selection of a

APPENDIX "C"
Section 5.(b) Cont'd.

neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Organization or the employe involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this Agreement the Organization or the employe involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this Agreement or his designated representative, the General Chairman of the Organization or his designated representative, and the employe involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and the employe involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties as to the matters decided within the limitations of paragraph (i) of this section. The Carrier, the employe, and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employe is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employe's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employe.

(d) It is understood that if an employe produces evidence to an officer or Local Chairman of the organization that he is a member in any one of the Labor organizations as specified in Section 2 of this Agreement that will satisfy this Agreement and no notice will be served by the Organization on the Carrier to have employe removed from service. Employe will be required to produce such evidence on demand of an officer or Local Chairman of the Organization, but will not be required to produce such evidence more than once in a calendar month. If employe fails or refuses to produce such evidence, he may be cited to the Carrier by the Organization as not complying with this Agreement.

(e) The time periods specified in this section may be extended in individual cases by written agreement between the Carrier and the Organization.

(f) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreements between the Carrier and the Organization will not apply to cases arising under this Agreement.

APPENDIX "C"

Section 5(g) Cont'd.

(g) The General Chairman of the Organization shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this Agreement. The Carrier shall notify the General Chairman of the Organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Agreement.

(h) In computing the time periods specified in this Agreement, the date on which a notice is received or decision rendered shall not be counted.

(i) Decision made pursuant to this section shall be confined to determination of the fact of compliance or noncompliance by the employe with the terms of this Agreement but do not apply to any questions of law arising out of or in connection with the legally permissible limits of this Agreement under applicable law.

Section 6.

Other provisions of this Agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The Carrier may not, however, retain such employe in service under the provisions of this section for a period in excess of sixty calendar days from date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the Organization in cases where the employe does not request a hearing. The employe whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The above period may be extended by agreement between the Carrier and the Organization.

Section 7.

An employe whose seniority and employment under the Rules and Working Conditions Agreements is terminated pursuant to the provisions of this Agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this Agreement is that an employe's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Organization or other employes based upon an alleged violation, misapplication or noncompliance with any part of this Agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day period specified in Section 6, or while such determination may be stayed by a court, or while a discharged employe may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employe against the Carrier predicated upon any action taken by the Carrier in applying or complying with this Agreement or upon an alleged violation, mis-

application or noncompliance with any provision of this Agreement. If the final determination under Section 5 of this Agreement is that an employe's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employes based upon an alleged violation, misapplication or noncompliance with any part of this Agreement.

Section 8.

In the event that seniority and employment under the Rules and Working Conditions Agreements is terminated by the Carrier under the provisions of this Agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Carrier acts in collusion with any employe; provided further, that the aforementioned liability shall not extend to be expense to the Carrier in defending suits by employes whose seniority and employment are terminated by the Carrier under the provisions of this Agreement.

Section 9.

An employe whose employment is terminated as a result of noncompliance with the provisions of this Agreement shall be regarded as having terminated his employe relationship for vacation purposes.

Section 10.

This Agreement shall become effective on May 1, 1965 and is in full and final settlement of Section 6 Notice served upon the Carrier by the Organization on September 8, 1964. It shall be construed as a separate agreement by and on behalf of the Carrier and those employes thereof represented by the Organization signatory hereto. This Agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

(Signatures not reproduced)

MEMORANDUM AGREEMENT

It is agreed that in the application of the Union Shop Agreement signed this date at Los Angeles, California, any employe of the company signatory hereto who, on the date on which compliance with the Union Shop Agreement is required, is not a member of the union representing his craft or class, or any new employe entering the service of the company signatory hereto after the effective date of this agreement, if he would otherwise be required to be a member of a union under the Union Shop Agreement, will be deemed to have met the requirements of the Union

APPENDIX "C" Cont'd.
and APPENDIX "D"

Shop Agreement executed this date provided he pays to the union representing his craft or class the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required of all members of such union within the time limits provided for in the Union Shop Agreement.

This Memorandum Agreement shall be attached to and made a part of the Union Shop Agreement signed this date.

(Signatures not reproduced)

APPENDIX "D"

DEDUCTION AGREEMENT

This Agreement made at Chicago, Illinois, this 31st day of January, 1958, by and between The Atchison, Topeka and Santa Fe Railway Company, Gulf, Colorado and Santa Fe Railway Company, Panhandle and Santa Fe Railway Company, hereinafter referred to as the Company, and their employees represented by the United Transportation Union, hereinafter referred to as the Organization.

IT IS AGREED:

Section 1.

(a) Subject to the conditions hereinafter set forth, the Company will deduct all sums for initiation fees, periodic dues, assessments and insurance premiums (not including fines and penalties) payable to the Organization by members of the Organization, employed by the Company, from wages earned in any services, upon the written and unrevoked authorization of a member, in the form agreed upon by the parties hereto, copy of which is identified as Attachment "A" and made a part hereof.

(b) The signed authorization may, in accordance with its terms, only be revoked by executing the revocation form specified herein within:

(1) The fifteen (15) day period immediately following the first anniversary of the effective date of this agreement; or

(2) Thereafter in any year within the fifteen (15) day period immediately following the anniversary date of this agreement.

Revocation of the authorization shall be in the form agreed upon by the parties, copy of which is identified as Attachment "B" and made a part hereof.

(c) Both the authorization forms and the revocation of authorization forms shall be reproduced and furnished to its members by the Organization, without cost to the Company. The Organization shall assume full responsibility for procuring the execution of the authorization forms by the members and for delivering such authorizations to the Company. In like manner, the revocation of an authorization shall be furnished by the member to the Organization, which shall be solely responsible for its delivery to the Company, as set forth in Section 2 hereof.

Section 2.

Deductions, as provided herein, shall be made by the Company in accordance with uniform certified deduction lists furnished to the Division Superintendent in duplicate by the Treasurer of the Local Lodge of which the employe is a member. Such lists, together with authorization and revocation of authorization forms, shall be furnished to the Division Superintendent on or before the tenth day of each month in which the deduction or termination of deduction is to become effective, as hereinafter provided. The original lists furnished shall show the member's name, the member's social security number, and the amount to be deducted, in the form approved by the Company. Thereafter, two lists shall be furnished each month by the Treasurer of the Local Lodge to the Division Superintendent, as follows:

(a) A list showing any changes in the amounts to be deducted from the wages of members with respect to whom deductions are already being made. Such list shall show both the amounts previously authorized to be deducted and the new amounts to be deducted; also the names of members from whose wages no further deductions are to be made, which shall be accompanied by revocation of authorization forms signed by each member so listed. Where no changes are to be made, the list shall so state.

(b) A list showing additional members from whose wages the Company shall make deductions as herein provided, together with an authorization form signed by each member so listed. Where there are no such additional members, the list shall so state.

Section 3.

Deductions, as provided for herein, will be made monthly by the Company from wages due members for the second period in each calendar month; and the Company will, subject to the provisions of Section 4 hereof, remit to the Organization the total amount of such deductions, less sums withheld in accordance with Section 5, on or before the twenty-fifth day of the month following the month in which such deductions are made. With such remittance the Company will furnish to the Treasurer of the Local Lodge a statement showing members from whom deductions were made and amount of deductions.

Section 4.

(a) In the event earnings of a member are insufficient to permit the full amount of deduction, no deduction will be made and responsibility for collection shall rest entirely with the Organization.

APPENDIX "D"

Section 4.(b) Cont'd.

(b) The following payroll deductions shall have priority over deductions covered by this agreement:

Federal, State and Municipal taxes and other deductions required by law, including garnishments and attachments.

Amounts due the Company.

Hospital Association contributions.

Prior valid assignments and deductions.

(c) In cases where no deduction is made from the wages of a member due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the member for any subsequent payroll period.

Section 5. (No longer applicable).

Section 6.

Responsibility of the Company under this agreement shall be limited to remitting the amounts actually deducted from wages of members, pursuant to this agreement, and the Company shall not be responsible, financially or otherwise, for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the member involved and the Organization.

Section 7.

The Organization shall indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this agreement.

Section 8.

(a) In the event of any change in the representation of any craft or class of employees presently represented by the Organization party hereto, this Agreement shall be automatically terminated as to such craft or class of employees as of the date official notification is received from the National Mediation Board of such change in representation as to such craft or class of employees.

(b) This agreement shall become effective March 1st, 1958, and, except as provided in Section 8(a), shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

(Signatures not reproduced)

DEDUCTION AUTHORIZATION

I hereby assign to the UNITED TRANSPORTATION UNION that part of my wages necessary to pay my initiation fees, periodic dues, assessments, and insurance premiums (not including fines and penalties) as reported to The Atchison, Topeka and Santa Fe Railway Company, Gulf, Colorado and Santa Fe Railway Company, Panhandle and Santa Fe Railway Company, by the Treasurer of my Local Lodge in monthly statements, certified by him, as provided under the Deduction Agreement entered into by and between the Organization and the Company effective March 1st, 1958; and I hereby authorize the Company to deduct from my wages all such sums and to pay them over to the Treasurer of my Local Lodge.

This authorization may be revoked by the undersigned in writing, in the manner provided for in Section 1(b) of the Deduction Agreement.

NAME.....
(Last) (First) (Middle Initial)

Employe Social Security
Account No.

HOME ADDRESS
Street and Number
.....
City and Town

Division

Occupation

....., 19

Date

.....
Signature

.....
Lodge No.

DEDUCTION AUTHORIZATION
REVOCATION

Effective, I hereby revoke the Deduction Authorization now in effect, assigning to the United Transportation Union that part of my wages necessary to pay my initiation fees, periodic dues, assessments and insurance premiums (not including fines and penalties) now being withheld pursuant to the Deduction Agreement between the Organization and the Company effective March 1st, 1958.

NAME
(Last) (First) (Middle Initial)

Employe Social Security
Account No.

HOME ADDRESS
Street and Number

.....
City and Town

Division

Occupation

....., 19
Date

.....
Signature

.....
Lodge No.

APPENDIX "E"

AGREEMENT

between

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY
--COAST LINES--

SOUTHERN PACIFIC COMPANY--
PACIFIC LINES

UNION PACIFIC RAILROAD COMPANY
(Territory Los Angeles-Salt Lake City)
and their employes represented by the
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

UNITED TRANSPORTATION UNION--
Enginemen

UNITED TRANSPORTATION UNION--
Conductors and Trainmen

IT IS AGREED:

1. Effective June 1, 1964 the Carriers, parties to this agreement, shall make arrangements with the Los Angeles Union Passenger Terminal to provide automobile parking space on the premises of the Los Angeles Union Passenger Terminal for road service employes represented by the organizations signatory hereto, who report for duty and go off duty at the Los Angeles Union Passenger Terminal incident to the handling of passenger train of the Carriers, parties hereto, in accordance with and subject to the following conditions:

A. Each employe for whom an automobile parking space is provided shall pay to the person or company designated by the Carriers the customary rental fee charged the general public, provided that such rental fee shall not exceed fifty cents (50¢) for each 24 hours (commencing at time parking lot is entered) and provided, employes may obtain parking space under the alternative agreement set forth in Paragraph B.

B. The Los Angeles Union Passenger Terminal shall, upon application from an employe covered by this agreement, provide automobile parking space at a monthly rental fee of seven dollars and fifty cents (\$7.50) per calendar month.

2. Nothing herein contained shall affect present parking arrangement with respect to yard service personnel employed at LAUPT represented by organization signatory hereto.

3. Our willingness to enter into this agreement is predicated solely on the peculiar situation at LAUPT. This agreement may be reopened upon thirty days' written notice served by the Carriers, parties hereto, upon the employes represented by the organizations, parties hereto, or vice versa, in the event of a material change in the conditions in effect as of the date this agreement is made.

Dated at Los Angeles, California, this 20th day of April 1964.

(Signatures not reproduced)

APPENDIX "F"

NATIONAL MEDIATION AGREEMENT

Case No. A-8830
January 27, 1972

(Articles I through III deleted)

ARTICLE IV - HOLIDAYS
(See Article 12)

ARTICLE V - JURY DUTY
(See Article 30)

ARTICLE VI - SWITCHING LIMITS

Existing agreements are amended to read as follows:

The employes involved, and the carriers represented by the National Carriers' Conference Committee, being desirous of cooperating in order to meet conditions on the various properties to the end that efficient and adequate switching service may be provided and industrial development facilitated, adopt the following:

Section 1.

Except as provided in Section 2 hereof, where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, whereupon the carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following

date of last conference. The decision of the Arbitration Board will be made within 30 days thereafter. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon seven days' notice by the carrier.

Section 2.

Where, after the effective dates of the 1951 and 1952 Agreements, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four miles from the switching limits in effect as of the date of this Agreement. Other industries located between such switching limits and such new industries may also be served by yardmen without additional compensation or penalties therefor to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this Section 2 and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier shall periodically advertise to road service employes the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employes involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employes holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers). In the event no road employe elects to bid on the accumulated equalizing hours within the bulletined period such accumulation of equalizing hours will be considered forfeited and a new accumulating period shall commence.

Section 3.

This Agreement shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

Section 4.

The foregoing is not intended to amend or change existing agreements involving predominantly full-time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in Section 2 hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952.

This rule shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date.

ARTICLE VII - INTERCHANGE

Section 1.

At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting carrier or deliver their over-the-road trains to a connecting carrier provided such trains are solid trains which move from one carrier to another intact with or without motive power and/or cabooses.

Section 2.

If road crews referred to in Section 1 of this Article VII are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternate means of transportation will be provided.

Section 3.

At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

Section 4.

If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

Section 5.

Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

Work equities between carriers previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employes of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.

Section 6.

The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this Agreement.

This rule shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employe representatives on or before such effective date.

ARTICLE VIII - USE OF COMMUNICATION SYSTEMS

Section 1.

It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employes covered by this Agreement. Existing rules to the contrary are hereby eliminated.

Section 2.

On roads where rules now exist which provide for the payment of arbitraries to employes for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

Section 3.

Portable radios hereafter purchased for the use of and carried by ground service employes in yard and transfer service will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as

to permit being placed in coat or trouser pockets. Portable radios used by ground service employes in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.

Section 4.

The size and weight of portable radios used by ground service employes in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three pounds.

Section 5.

Employes will not be held responsible for accidents caused by failure of radio equipment to properly function.

Section 6.

At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

ARTICLE IX - ROAD-YARD MOVEMENTS

(Deleted. See Article X of August 25, 1978 National Agreement [Appendix "G"])

ARTICLE X - COMBINING ROAD AND YARD SENIORITY

Seniority rosters of trainmen and yardmen shall be combined on a topped and bottomed basis. Where two or more existing yard seniority rosters are to be combined with an existing road seniority roster such yard rosters will be dove-tailed with yardmen maintaining prior rights in their respective yards prior to being topped and bottomed with the road roster. All men on the combined seniority rosters shall have rights to both road and yard assignments. Existing road service men shall have prior rights to road assignments and existing yard service men shall have prior rights to yard service assignments.

All employes hired after the date of the combination of the seniority rosters shall establish joint road and yard seniority.

ARTICLE XI - EXPENSES AWAY FROM HOME
(See Article 15)

ARTICLE XII - INTERDIVISIONAL SERVICE

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

An individual carrier may establish interdivisional, interseniority district, intradivisional or intraseniority district service, in freight or passenger service, subject to the following procedure.

Section 1.

With respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended the carriers may proceed as follows:

- (a) A letter of intent setting forth the particulars of the service to be established will be served on the organization, provided that not more than 2 such letters of intent are permitted to be pending concurrently and that each letter of intent may involve no more than 3 separate proposed operations.
- (b) A meeting will be held within ten days of the date of the letter of intent, attended by representatives of the Railway Company and the General Committee or Committees, and a "Task Force" will be appointed for the purpose of meeting and discussing the details of operation of the runs specified in the carrier's letter of intent, and reach an agreement if possible. The Railway Company and the General Chairman or General Chairmen may each designate representatives to serve on the "Task Force."
- (c) During a period of 30 days following the date of the letter of intent the Task Force will discuss the details of operation and working conditions of the proposed runs but if the parties are unable to agree, at the end of the 30-day period the run or runs will be operated on a trial basis until completion of the procedures referred to in paragraphs (e) and (f).
- (d) Subsequent to the 30-day period in which the operation is discussed by the Task Force, the assignments will be placed in effect and operated by the carrier on the basis of working conditions referred to in Section 3 for a test period of 60 days.
- (e) At the end of the 60-day test period referred to in paragraph (d) the parties will hold conferences for the purpose of negotiating an agreement to cover the operation of the interdivisional assignments.
- (f) If the parties have not reached agreement within 30 days following the 60-day test period, the matter will be submitted to the ranking labor relations officer of the Railway Company and a vice president of the UTU for disposition. If not disposed of within 30 days by them, the matter will be submitted to arbitration for final

APPENDIX "F" XII
SECTION 1(f) Cont'd.

and binding decision in accordance with the Railway Labor Act. Decision of the Arbitration Board will be made within 180 days after the date of the letter of intent referred to in paragraph (a).

Section 2.

With respect to runs which an individual carrier proposes to operate through a home terminal or home terminals of the run or runs it proposes to extend pursuant to this Article, the following procedures will be followed:

(a) The carrier may serve notice of intent to establish a rule under which such runs may be established. Within 10 days of receipt of such notice by the organization, its authorized representatives and those of the carrier shall meet for the purpose of establishing conditions, consistent with the minimum requirements of Section 3 of this Article, to be included in such a rule. If agreement is not reached by those representatives within 90 days of the notice of intent, the matter will be referred to a Task Force for final and binding determination of such condition.

The Task Force shall consist of 1 member to be appointed by the management of the individual carrier, 1 member appointed by the organization and 1 neutral member to be appointed by the National Mediation Board. The decision of this Task Force prescribing the conditions under which such runs may be established consistent with the minimum requirements of Section 3 of this Article shall be made within 180 days of this notice of intent.

In its decision the Task Force shall include among other matters decided the provisions set forth in Article XIII of this Agreement for protection of employes adversely affected as a result of the discontinuance of any existing runs or the establishment of new runs resulting from application of this rule, and in addition may give consideration to whether or not such rule should contain a provision that special allowances to home owners should be included because of moving to comparable housing in a higher cost real estate area.

(b) Upon establishment of the rule provided for in paragraph (a) above the carrier may serve a letter of intent on each affected General Chairman of its intention to establish such runs. The carrier may have no more than 2 letters of intent pending concurrently and each letter of intent may involve no more than 3 proposed operations. Within ten days of the date of the letters of intent provided for herein the authorized representatives of the carrier and the organization will appoint a Task Force to discuss and agree upon the details of operation and working conditions of the proposed run or runs, but if the parties are unable to agree with 30 days of the date of the letter of intent, the matter will be submitted to arbitration for final and binding decision in accordance with the Railway Labor Act. The decision of the Arbitration Board will be made within 60 days of each letter of intent provided for herein.

Section 3.

Reasonable and practical conditions shall govern the establishment of the runs described above including but not limited to the following:

- (a) All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.
- (b) When crews are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crews.
- (c) Crews will be allowed a \$2.00 meal allowance after 4 hours at the away-from-home terminal and another \$2.00 allowance after being held an additional 8 hours.
- (d) In order to expedite the movement of interdivisional runs, crews on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than 100 miles, the carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than 100 miles are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1.50 for the trip.

Section 4.

Interdivisional, interseniority district, intradivisional or intra-seniority district service in effect on the date of this Agreement is not affected by this rule.

Section 5.

The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional, interseniority district, intradivisional or intraseniority district service where restrictions did not exist prior to the date of this Agreement.

This Article shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employe representatives on or before such effective date.

ARTICLE XIII - PROTECTION OF EMPLOYES

The scope and purpose of this Article XIII are to provide, to the extent specified herein, for fair and equitable arrangements to protect the interests of certain of the carriers' employes represented by the United Transportation Union who are adversely affected by the application of Article VII -- Interchange, Article IX -- Road-Yard Movements, and Article

SECTION 1

XII -- Interdivisional Service of this Agreement; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this Article.

Section 1. Definitions.

Whenever used in this Article, unless the context requires otherwise:

(a) "Implementation" means the application and implementation of the provisions of Article VII -- Interchange, Article IX -- Road-Yard Movements, or Article XII -- Interdivisional Service of this Agreement.

(b) "Displaced Employee" means a carrier employe represented by the UTU who as a result of an Implementation is placed in a worse position with respect to his compensation.

(c) "Dismissed Employee" means a carrier employe represented by the UTU who as a result of an Implementation is deprived of employment with the carrier because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employe whose position is abolished as a result of an Implementation.

(d) "Protective Period" for employes covered by Section 2(a) of this Article means that period of time during which a Displaced or Dismissed Employee is to be provided protection hereunder. The Protective Period for such employe shall extend from the date he is displaced or dismissed for a period of time equal to the length of time which such employe has seniority in the craft or class at the time he is adversely affected. In no event, however, will the Protective Period extend beyond the employe's 65th birthday. Where an employe holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern. In the event such a Displaced Employee elects to remain in the carrier's service after the first day of the month following the month he attains age 65, he will no longer receive any of the protective benefits of this Article XIII and the carrier may terminate on the same seniority district the protective benefits then being provided the junior Dismissed or Displaced Employee receiving protection under this Article on such seniority district on a one-for-one basis.

(e) "Protective Period" for employes covered by Section 2(b) of this Article means the six-year period of time from the date such employe is dismissed but not to exceed the length of time which such employe has seniority in the craft or class at the time he is dismissed. Where an employe holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earliest seniority date shall govern.

Section 2. Coverage.

(a) Subject to the other provisions of this Article, the protective benefits of Sections 3, 4, 5 and 6 of this Article XIII apply to:

(1) Employees adversely affected directly or indirectly by an Implementation of Article XII -- Interdivisional Service.

(2) Regularly assigned employees assigned to yard crews that regularly spend more than 50 percent of their time in interchange work who are adversely affected as a result of an Implementation of the reciprocal interchange provisions of Section 5 of Article VII -- Interchange. (Such employees will be determined by a joint check based upon the work performance of the involved yard crews for the 30 working days prior to the Implementation.)

(3) Regularly assigned employees assigned to interchange or transfer crews adversely affected by the interchange of solid trains provision under Section 1 of Article VII -- Interchange.

(4) Employees of Terminal Companies adversely affected either directly or indirectly by the interchange of solid trains provision under Section 1 of Article VII -- Interchange.

(b) Subject to the other provisions of this Article, the protective benefits provided in Sections 4 and 5 of this Article XIII will be accorded to any employe of the carrier adversely affected by Article VII --Interchange, other than those covered by subparagraphs (2) and (3) of Section 2(a) of this Article XIII, or Article IX -- Road-Yard Movements.

(c) The protective provisions of this Section as applied to Terminal Company employes will include, in addition to the above, the exercise of seniority and acceptance of employment on the involved line-haul carriers, engine service employes being required to accept engine service employment and ground service employes being required to accept ground service employment. The involved line-haul carriers will make appropriate arrangements in connection with subparagraph (a)(4) of this Section and the foregoing.

Section 3. Displacement Allowance.

(a) So long during his Protective Period after a Displaced Employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

APPENDIX "F" - XIII
SECTION 3 (b)

(b) Each Displaced Employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employe and the total time for which he was paid during the last 12 months in which he performed service immediately preceding the date of his displacement as a result of the Implementation (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above "total compensation" and the "total time for which he was paid" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Displaced Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.

(c) If a Displaced Employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(d) If a Displaced Employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the Schedule Agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(e) The displacement allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement or dismissal for justifiable cause.

Section 4. Dismissal Allowances.

(a) A Dismissed Employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing through his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment

as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Dismissed Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months to which he performed service.

(b) The dismissal allowance of any Dismissed Employee who returns to service with the carrier shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 3.

(c) The dismissal allowance of any Dismissed Employee shall be reduced to the extent that his combined monthly earnings in other employment, any benefits received under any employment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employe, or his representative, and the carrier shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employe in employment other than with the carrier, and the benefits received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employe's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the carrier from which he was dismissed after being notified.

Section 5. Separation Allowance.

A Dismissed Employee entitled to protection under this Article, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this Article) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1936.

Section 6. Fringe Benefits.

No employe of a carrier who is affected by an Implementation shall be deprived during his Protective Period of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employes of the carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

APPENDIX "F" - XIII
SECTION 7

Section 7. Seasonal Fluctuations and Declines in Business.

(a) In the event of a decline in a carrier's business measured by the net revenue ton-miles in any 30-day period compared with the net revenue ton-miles for the corresponding period in the preceding calendar year, the number of employes who are receiving dismissal or displacement allowances may be reduced at any time during the said payroll period to the extent of one percent for each one percent decline. Such reductions in protected employes shall be made in inverse seniority order. Upon restoration of a carrier's volume of net revenue ton-miles employes must be returned to their protective status to the extent of one percent for each one percent rise in net revenue ton-miles. In the case of Terminal Companies, the decline in business shall be measured by the total number of loaded and empty cars received from and delivered to connecting carriers, including the number of loaded and empty cars handled in solid interchange trains, in any 30-day period compared with the volume of such interchange in the corresponding period in the preceding calendar year.

(b) In the event that an employe receiving a displacement allowance is subsequently placed in a worse position by reason of a seasonal fluctuation or a decline in business, so long as he continues in such position for that reason the amount paid him as his displacement allowance shall continue unchanged.

(c) In the event that a Displaced Employe is deprived of employment with the carrier as the result of a seasonal fluctuation or a decline in business, his dismissal allowance shall be the amount which was being paid him as his displacement allowance. An employe other than a Displaced Employe who is deprived of employment as the result of a seasonal fluctuation or a decline in business shall not be paid any protective benefits under this Article XIII.

Section 8. Arbitration of Disputes.

(a) In the event the carrier and the UTU are unable to settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this Article within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the UTU or the highest officer designated by the carrier, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree upon a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.

(b) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(c) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(d) In the event of any dispute as to whether or not a particular employe was adversely affected by an Implementation, it shall be his obligation to identify the adverse effect and specify the pertinent facts relied upon. If the facts so stated are sufficient to support a finding that the employe was so adversely affected by an Implementation, it shall then be the Railroad's burden to disprove those facts or prove that other factors affected the employe.

Section 9.

Any Displaced Employee required to change his residence because of the Implementation of Article XII -- Interdivisional Service shall receive the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement except that he will be allowed 5 working days instead of "Two working days" as provided in Section 10 of said Agreement, and in addition to such benefits shall receive a transfer allowance of \$400.00. The National Mediation Board is substituted for the Interstate Commerce Commission in Section 11(d) of said Agreement. Change of residence shall not be considered "required" if the reporting point to which the employe is changed is not more than 30 miles from his former reporting point.

Section 10.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms, conditions, responsibilities and obligations of both the carrier and employe under such agreements, in lieu of the benefits provided in this Article. There shall be no duplication or pyramiding of benefits to any employes.

APPENDIX "G"

NATIONAL MEDIATION AGREEMENT

Case No. A-10222
August 25, 1978
(Articles I & II deleted)

ARTICLE III - VACATIONS (See Article 50)

ARTICLE IV - HEALTH AND WELFARE BENEFITS: EARLY RETIREMENT MAJOR
MEDICAL EXPENSE BENEFITS: AND DENTAL BENEFITS.

APPENDIX "G" - IV - Part A
SECTION 1

PART A. HEALTH AND WELFARE BENEFITS

Section 1. Continuation of Plan. The benefits now provided under The Railroad Employes National Health and Welfare Plan, modified as provided in Sections 2 and 3 below, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by the insurer in connection with Group Policy Contract GA-23000, and by the use of funds held in trust that are not otherwise needed to pay claims, premiums or administrative expenses which are payable from trust. Detailed contract language specifying the new benefits and the changes in existing benefit and eligibility provisions is to be worked out by the Joint Policyholder Committee with the insurer.

Section 2. Benefit Changes. The following benefit changes will be made effective as of January 1, 1979:

a. Alcoholism Treatment. For treatment of alcoholism of an employe which has been diagnosed as such by the employe's attending physician, as a result of which the employe is confined at an approved treatment center which provides medical and therapeutic treatment for alcoholism under a program approved by both the attending physician and the insurer, on an in-patient basis requiring full-time participation by the patient, and certain evaluation, diagnostic and counseling services: a benefit will be provided to cover charges by the treatment center for room and board, care and treatment, exclusive of custodial care, up to \$50 per day for not more than 31 days per calendar year with a lifetime maximum of \$3,000.

b. Ambulatory Surgical Centers. Charges incurred by an employe or dependent for services rendered and supplies furnished by an approved ambulatory surgical center within the time limits and for the purposes specified in the out-patient expense provisions of the plan shall be treated as if they were hospital out-patient expenses.

c. Second Surgical Opinion. A benefit will be provided to pay reasonable charges incurred by an employe or dependent for consultations (including the reasonable charges for laboratory and X-ray examinations and other diagnostic procedures in connection therewith) with one or more qualified specialist surgeons for additional opinions as to the medical necessity for the performance of a recommended surgical procedure for which benefits are payable under the surgical expense benefit provisions of the Plan, provided the consultant surgeon examines the patient and furnishes the insurer either copy of his written report to the patient or a written report setting forth his opinion.

d. Pre-Admission Testing. Charges incurred by an employe or dependent in connection with pre-admission testing ordered by a physician will be covered as hospital in-patient expenses provided such tests are related to the performance of scheduled surgery in connection with a confirmed hospital admission, and (i) the person involved is subsequently admitted to the hospital as a resident in-patient unless the scheduled confinement is cancelled or postponed because of the unavailability of a bed or a change in his condition which precludes surgery or (ii) the surgery is performed in an out-patient facility (which may be an ambulatory surgical center) unless there is a change in the patient's condition which precludes surgery.

e. Surgical Expense Benefit. The maximum basic benefit for a surgical procedure will be increased from \$650 to \$1,000; the maximum allowance for administration of anesthetics will be increased from \$162.50 to \$250; and the \$650 E Surgical Schedule will be replaced by a \$1,000 E Surgical Schedule.

f. Hospital Miscellaneous Benefit. The provision for reimbursement for hospital charges for medical care and treatment (other than charges for room and board, nurses', and physicians' and surgeons' fees), and the excess of charges for intensive care in an intensive care unit over the amount payable otherwise, shall be increased from "not more than \$1,000 plus 80% of the excess over \$1,000," to "not more than \$2,000 plus 80% of the excess over \$2,000."

g. Out-Patient Expense Benefit, and Supplemental Out-Patient Medical Expense Benefit. The provision for reimbursement for hospital out-patient expenses, and the supplemental out-patient medical expense benefit provision, covering certain emergency medical care and treatment on account of accidental bodily injuries and additional subsequent medical care and treatment in connection with such emergency care, and medical care and treatment in connection with surgical operations, will be increased to provide for reimbursement for such expenses in full on a reasonable and customary basis (an increase from the maximum of \$100 plus 80% of the excess over \$100).

h. Ambulance Benefit. Necessary ambulance charges for transportation to and from hospital for an employe or dependent who is confined as a hospital in-patient, or who receives out-patient care of a nature referred to in g. above in a hospital, will be provided in full on a reasonable and customary basis (an increase from the maximum of \$25 for such benefit).

APPENDIX "G" - IV
SECTION 2 (i)

i. Physician's Fee Benefit.

(i) The maximum amount payable on behalf of an employe or dependent for physician charges for visits while the employe or dependent is confined as a hospital in-patient will be increased from \$6.00 to \$10.00 per day of such confinement, and the maximum so payable during any one period of hospital confinement will be increased from \$2,190 to \$3,650.

(ii) The maximum amount payable for physicians' office visits by an employe shall be increased from \$6.00 to \$10.00, and for home visits from \$7.50 to \$12.00, per visit limited as at present to one home or office visit per day and a maximum of 180 such visits in a 12-month period; no benefit payable for the first visit on account of injury or the first three visits on account of sickness.

j. Major Medical Expense Limit Benefit. A provision will be added to the major medical expense benefit section of the Plan to the effect that if in a calendar year a covered employe or dependent has incurred expenses not otherwise reimbursed under the Plan which aggregate \$2,000 including (i) the individual's cash deductible and (ii) the individual's 20% share of coinsurance under the hospital miscellaneous benefits and major medical expense benefit provisions, all further "covered expenses" of that individual in that calendar year which would otherwise come under the 80%/20% coinsurance provisions will instead be reimbursed under the major medical expense benefit provisions on a 100% basis. The four exclusions in the major medical expense benefit section will apply to this benefit.

k. Living Tissue Donor Benefit. Benefit will be provided for the living donor of an organ or tissue to an employe or dependent covered by The Railroad Employees National Health and Welfare Plan, with respect to the donation involved, on the same basis as if the donor were himself an employe covered by the Policy Contract to the extent such donor is not covered under any other health insurance program.

Section 3. Eligibility. The provision under which a new employe becomes a Qualifying Employe, and may become insured and eligible for benefits, on the first day of the first calendar month starting after such employe has completed 30 continuous days during which he has maintained an employment relationship, will be changed to provide that a new employe (employed on or after August 1, 1978) will become a qualifying employe on the first day of the first calendar month starting after such employe has completed 60 continuous days during which he has maintained an employment relationship.

Section 4. Restructuring. The parties to this Agreement will seek to work out with the insurer reasonable and practicable arrangements designed to decrease federal income taxes payable by the insurer in connection with the Plan, to decrease the insurer's reserves for its liabilities under the Plan, or otherwise to lessen the cost of maintaining the Plan without decreasing the benefits or services that the Plan provides.

PART B. EARLY RETIREMENT MAJOR MEDICAL EXPENSE BENEFIT

Section 1. Establishment and Effective Date. The railroads will establish an Early Retirement Major Medical Benefit Plan to provide specified major medical expense benefits for certain retired or disabled railroad employes and their dependents, to become effective August 1, 1978 and to continue subject to the provisions of the Railway Labor Act, as amended, according to the following provisions:

a. Employes Eligible:

(i) Age. An employe who, on or after July 1, 1978, retires at or after 61 years of age under the 60/30 provisions of the Railroad Retirement Act of 1974, if immediately prior to the date he retired he was covered for employe or dependent health benefits under the Railroad Employes National Health and Welfare Plan and had a current connection with the railroad industry.

(ii) Disability.

(a) An employe of a non-hospital association railroad who on or after July 1, 1978 and at or after age 61 was receiving employe health benefits (or still eligible for such benefits under the disability waiver provisions) under the Railroad Employes National Health and Welfare Plan, and who meets the requirements of subparagraph (c) below.

(b) An employe of a hospital association railroad who would have met the requirements of subparagraph (a) above in full if he had been an employe of a non-hospital association railroad, and who meets the requirements of subparagraph (c) below.

(c) To be eligible as a disabled employe, an employe must, in addition to fulfilling the requirements of subparagraph (a) or subparagraph (b) above, -

(1) solely because of his disability be prevented from working in his regular occupation;

APPENDIX "G" - IV - PART B
SECTION 1 (c)(2)

(2) be entitled to an annuity by reason of disability under the Railroad Retirement Act of 1974; however, he need not have filed application for disability annuity under the Railroad Retirement Act if he is receiving sickness benefits under the Railroad Unemployment Insurance Act, but when he is no longer receiving such sickness benefits if he does not apply for such disability annuity his eligibility under the Plan will terminate;

(3) have had a current connection with the railroad industry on the date immediately prior to the date on which he became entitled to such disability annuity; and

(4) have had by his eligibility date a total period, consisting of his railroad service prior to the onset of such disability plus the period of such disability itself, totaling not less than 30 years.

b. Dependents Eligible: Spouse and dependent children of eligible employes who are within definition of "dependent" in The Railroad Employes National Health and Welfare Plan.

c. Scope of Coverage:

(i) Eligible employes of non-hospital association railroads, and, to the extent provided in Section 3, of hospital association railroads.

(ii) Dependents of eligible employes of either hospital association or non-hospital association railroads.

d. Duration of Coverage:

(i) Coverage for all covered employes and dependents will begin when the employe becomes eligible under paragraph a., but not earlier than the effective date, and except that an employe's or dependent's coverage will not begin earlier than such employe's or dependent's eligibility for benefits under The Railroad Employes National Health and Welfare Plan ceases.

(ii) Coverage for covered employes will terminate on the earlier of -

(a) The date the employe becomes eligible for Medicare (even though his coverage may not yet have begun, e.g., if a disabled employe becomes eligible for Medicare before he becomes eligible under paragraph a.), or

APPENDIX "G" - IV - PART B
SECTION 1(d) (ii)(b)

(b) The date the employe's Railroad Retirement annuity terminates.

(iii) Coverage for all dependents of an employe will terminate on the earlier of -

(a) The date the employe's coverage terminates for any cause other than (1) death or (2) eligibility for Medicare by reason of disability, or

(b) If the employe predeceases dependent(s), or becomes eligible for Medicare by reason of disability, the date the employe would have become eligible for Medicare by reason of age if he had not died.

(iv) Coverage for any dependent will terminate if such individual dependent, while covered, -

(a) becomes eligible for Medicare, or

(b) is no longer within the above-referred-to definition of dependent, or

(c) is the widow or widower of a covered employe and remarries.

NOTE: As used in this paragraph d. Duration of Coverage, "Medicare" means the full measure of benefits under the Health Insurance for The Aged and Disabled Program under Title XVIII of the Social Security Act, as amended and as it may be further amended, which are normally available to an individual at age 65 or on general disability. Benefits under the Plan will be so adjusted to avoid duplication between Plan benefits and any other Medicare benefits.

e. Plan:

(i) Elements:

(a) Deductible: \$100 per calendar year for each individual.

(b) Coinsurance proportions: 80/20, except 65/35 for out-of-hospital mental-nervous treatments.

(c) Lifetime benefit limit: \$50,000 for each individual.

(ii) Benefits: Covered benefits will be benefits of the same categories as are covered major medical expense benefits under The Railroad Employees National Health and Welfare Plan.

(iii) The same Coordination of Benefits provisions as in Group Policy Contract GA-23000 will be included.

Section 2. Administration.

a. The railroads, which will be sole policyholder, will work out arrangements for the Plan to be administered and insurance thereunder to be provided by the same insurer as is handling those functions under The Railroad Employees National Health and Welfare Plan.

b. The railroads will work out with the insurer detailed contract language setting forth the eligibility and benefit provisions.

c. The insurer will furnish financial data, statistical and actuarial reports, and claim experience information to the organizations in the same detail and at the same time that it furnishes such data to the railroads.

d. Any dividends or retroactive rate refunds or credits will be paid into a special fund or account held by the insurer or into a trust established in connection with the Plan. Withdrawals may be made from such fund, account or trust only to provide or finance benefits.

Section 3. Employees of Hospital Association Railroads. Hospital association railroads will pay the respective hospital associations such portion of the cost of the plan as is attributable to coverage for retired employes (but not for their dependents) contingent on commitments* from the hospital associations to provide benefits similar to those provided by the plan to such retired employes of the respective railroads as meet the above eligibility requirements and were members of the hospital association. In absence of such a commitment, no payment such as provided for in this paragraph shall be made to the hospital association involved, and the employes involved will be regarded as employes of a hospital association railroad for purposes of eligibility for early retirement medical benefits but shall be provided such benefits under the national plan the same as employes of non-hospital association railroads. On a railroad on which the hospital association has furnished such a commitment, individual retired or disabled employes who had not been members of the hospital association or who had been such members but elected to leave the association on discontinuing active railroad service, or who forego association benefits, will not have an option of electing coverage under the national plan; nor on a railroad on which there has been no such commitment from the hospital association will individual employes have an option of electing hospital association coverage in place of coverage under the national plan.

*Including acceptance of the following obligation: If a hospital association having furnished the commitment referred to in Section 3 should subsequently withdraw such commitment, the employees involved will thereafter be provided their benefits under the national plan as provided in the second sentence of Section 3. If any special contribution to the national plan is required to cover any liability which the hospital association may have incurred during the period it covered the employees involved (and while it was receiving the contribution identified in the first sentence of Section 3), which liability the national plan assumes by reason of the employees' coverage being transferred from the hospital association to the national plan, such special contribution will be made by the hospital association.

PART C. DENTAL BENEFITS

Section 1. Continuation of Plan. The benefits now provided under The Railroad Employes National Dental Plan, modified as provided in Sections 2 and 3 below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language specifying the changes in existing benefit and eligibility provisions is to be worked out by the Policyholder with the insurer.

Section 2. Benefit Changes. The following changes in the benefit area will be made effective as of November 1, 1978:

a. The maximum benefit (exclusive of any benefits for orthodontia) which may be paid with respect to a covered employe or dependent in any calendar year, including the calendar year 1978, will be increased from \$500 to \$750 for all expenses incurred on or after November 1, 1978.

b. A limit of \$100 will be placed on the amount of the deductible per calendar year, including the calendar year 1978, to be paid by all members of an employe's family, to apply as follows:

(i) Any covered individual who has incurred and paid \$50 of covered dental expenses in a calendar year has met the deductible with respect to himself.

(ii) When a covered employe and/or any one or more of his defined dependents have collectively incurred and paid \$100 of covered dental expenses, counting not more than \$50 with respect to any individual, in a calendar year, the deductible has been met with respect to such employe and all his defined dependents.

c. Extended coverage will be provided for disabled, pregnant, furloughed and discharged or dismissed employes on exactly the same basis as under The Railroad Employes National Health and Welfare Plan.

APPENDIX "G" - IV - C
SECTION 3

Section 3. Orthodontia. No change will be made with respect to benefits for orthodontia, except for the extended coverage provision described in paragraph c. of Section 2 above.

PART D. GENERAL

National Health Legislation. In the event that national health legislation should be enacted, benefits provided under The Railroad Employees National Health and Welfare Plan, The Early Retirement Major Medical Benefit Plan, and The Railroad Employees National Dental Plan with respect to a type of expense which is a covered expense under such legislation will be integrated so as to avoid duplication, and the parties will agree upon the disposition of any resulting savings.

ARTICLE V - JURY DUTY

Effective fifteen (15) days after the date of this Agreement, Article V of the January 27, 1972 Agreement is amended to read as follows: (See Article 30(b)).

ARTICLE VI - EXPENSES AWAY FROM HOME (See Article 15).

Effective October 1, 1978, the meal allowance provided for in Article II, Section 2, of the June 25, 1964 National Agreement, as amended by Article XI, Section 2, of the January 27, 1972 National Agreement, is increased from \$2.00 to \$2.75.

ARTICLE VII - APPLICATION FOR EMPLOYMENT (See Article 18)

ARTICLE VIII - EMPLOYMENT OF FIREMEN

Section 1.

Subject to the provisions of Section 2 and the carriers' legal obligations, in the employment of firemen (helpers) employes represented by the United Transportation Union who have established seniority as conductor (foreman), brakeman (yardman-switchman), hostler or hostler helper (but without seniority as a locomotive fireman) will be considered for transfer to positions of locomotive firemen (helpers) in preference to hiring individuals who have not established seniority with the carrier in any class or craft.

Section 2.

Each carrier will establish a procedure which will (1) ensure that such employes have knowledge of fireman (helper) job openings and (2) provide an opportunity for them to apply for transfer to the fireman craft. In selecting an employe from among those making application for a fireman (helper) position, the carrier will take into consideration the relative seniority standing of the applicants and the carriers' physical and other employment standards.

Section 3.

An employe accepting transfer to a fireman (helper) position in accordance with this Article VIII shall retain his seniority standing and all other rights in train and/or yard or hostling service. However, such employe shall be permitted to exercise such rights only in the event he is unable to hold any position or assignment in engine service.

NOTE: It is understood that employes accepting transfer to fireman between July 7, 1978 and the effective date of this Article will have their seniority preserved as of the effective date of such transfer.

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This Article VIII shall become effective thirty (30) days from the date of this Agreement unless within such time a General Committee of the organization elects to preserve an existing rule accomplishing the same essential purpose as this Article VIII by notifying a carrier in writing.

ARTICLE IX - ENTRY RATES

APPENDIX "G" - IX
SECTION 1

Section 1 - Service First 12-Months

Employees entering service on and after the effective date of this Article shall be paid as follows for all service performed within the first twelve (12) calendar months of service when working in a capacity other than conductor (foreman), footboard yardmaster, yardmaster, car retarder operator or engineer:

(a) For the first twelve (12) calendar months of employment, new employes shall be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered, exclusive of arbitraries and/or special allowances which shall be paid at the full amount.

(b) Employees who have had an employment relationship with the carrier and are rehired will be paid at established rate after completion of a total of twelve (12) months' combined service.

(c) Train service employes who transfer to the fireman craft will be paid at established rates after completion of a total of twelve (12) months' combined service, in both crafts.

(d) Any calendar month in which an employe does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the twelve (12) month period.

Section 2 - Preservation of Lower Rates

Agreements which provide for training or entry rates that are lower than those provided for in Section 1 are preserved. If such agreements provide for payment at the lower rate for less than the first twelve (12) months of actual service, Section 1 of this Article will be applicable during any portion of that period in which such lower rate is not applicable.

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This Article shall become effective fifteen (15) days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employe representative on or before such effective date.

ARTICLE X - ROAD-YARD MOVEMENTS (See Appendix "A" A.)

ARTICLE XI - COMBINATION ROAD-YARD SERVICE ZONES

Section 1 - At points where yard crews are employed, combination road-yard service zones may be established within which yard crews may be used to perform specified service outside of switching limits under the following conditions:

(a) Road-Yard Service Zones for industrial switching purposes are limited to a distance not to exceed ten (10) miles, or the entrance switch to the last industry, whichever is the lesser. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.

(b) Within Road-Yard Service Zones, yard crews may be used only to meet customer service requirements for the delivery, switching or pick up of cars which were not available or ready for handling by the road crew or crews normally performing the service or which are required to be expedited for movement into the yard before arrival of said road crew or crews. Yard crews may be used to perform such service without any additional compensation and without penalty payments to road crews.

NOTE: The use of yard crews in Road-Yard Service Zones is restricted to the specific service required or requested by the customer and they may not be used indiscriminately to perform any other additional work.

(c) The use of yard crews in Road-Yard Service Zones established under this Article may not be used to reduce or eliminate road crew assignments working within such zones.

(d) Nothing in this Section 1 is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement.

Section 2 - At points where yard crews are employed, combination road-yard service zones may be established within which yard crews may be used to perform specified service outside of switching limits under the following conditions:

(a) Road-Yard Service Zones for purposes of this Section 2 are limited to a distance not to exceed fifteen (15) miles for the purpose of handling disabled trains or trains tied up under the Hours of Service Act. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.

(b) Within Road-Yard Service Zones, yard crews may be used to handle disabled road trains or those tied up under the Hours of Service Act outside their final terminal without penalty to road crews. For such service yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits.

APPENDIX "G" - XI
SECTION 2 (c)

(c) Nothing in this Section 2 is intended to impose restrictions with respect to handling disabled road trains or those tied up under the Hours of Service Act beyond the 15 mile road-yard service zones, established under this section where restrictions did not exist prior to the date of this agreement.

(d) This Section 2 shall become effective unless a carrier elects to preserve existing rules or practices by notifying the authorized employe representatives within fifteen (15) days after the date of this agreement.

Section 3 - Time consumed by yard crews in Road-Yard Service Zones established under this Article will not be subject to equalization as between road and yard service crews and/or employes.

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This Article shall become effective fifteen (15) days after the date of this Agreement.

ARTICLE XII - BEREAVEMENT LEAVE (See Article 19).

(ARTICLES XIII, XIV, XV, and XVI deleted).

APPENDIX "H"

Letter dated October 4, 1965, General Manager Landreth to General Chairman Asbell BLE, Bender ORC&B, Luttrell BLF&E and Morgan BR.T.:

A total of 52 vacation units of seven days each will be set up as per attached statement. As indicated thereon, those requesting vacations of three consecutive weeks must start in those periods identified by an asterisk (*) and those requesting four consecutive weeks must start their vacations in those periods identified by number sign (#). Vacations of two consecutive weeks may be started on any unit number. This procedure will apply to all road and yard service employes, except firemen in passenger service on the Valley Division and yard service employes in the Los Angeles Terminal. The present practice of assigning vacations for firemen in passenger service on the Valley Division will be continued and Los Angeles Terminal yardmen will be governed by local agreement which was recently consummated.

In the assignment of vacations for engineers and conductors, when those entitled to three or four weeks' vacation request a split, the senior man will be given preferred choice for each period requested. For firemen, trainmen and yardmen, when split vacations are requested, the individual must indicate which of the two periods of the split vacation is the preferred choice and the senior man will be given first choice only on the preferred period. After all assignments are made for the preferred choice, then the senior man will be given preference for his second choice of the periods remaining open.

It is understood that this agreement is a separate agreement between each organization and can be changed without the concurrence of others.

The above procedure will be placed in effect for the year 1966 and continue in effect thereafter unless a change is requested by either party.

WEEKLY UNITS FOR ASSIGNING VACATIONS

<u>Unit No.</u>	<u>Period</u>	<u>Unit No.</u>	<u>Period</u>
* # 1	Jan. 1 thru Jan. 7	27	July 2 thru July 8
2	Jan. 8 " Jan. 14	* 28	July 9 " July 15
3	Jan. 15 " Jan. 21	# 29	July 16 " July 22
* 4	Jan. 22 " Jan. 28	30	July 23 " July 29
# 5	Jan. 29 " Feb. 4	* 31	July 30 " Aug. 5
6	Feb. 5 " Feb. 11	32	Aug. 6 " Aug. 12
7	Feb. 12 " Feb. 18	# 33	Aug. 13 " Aug. 19
8	Feb. 19 " Feb. 25	* 34	Aug. 20 " Aug. 26
# 9	Feb. 26 " Mar. 4	35	Aug. 27 " Sept. 2
* 10	Mar. 5 " Mar. 11	36	Sept. 3 " Sept. 9
11	Mar. 12 " Mar. 18	* # 37	Sept. 10 " Sept. 16
12	Mar. 19 " Mar. 25	38	Sept. 17 " Sept. 23
* # 13	Mar. 26 " Apr. 1	39	Sept. 24 " Sept. 30
14	Apr. 2 " Apr. 8	* 40	Oct. 1 " Oct. 7
15	Apr. 9 " Apr. 15	# 41	Oct. 8 " Oct. 14
* 16	Apr. 16 " Apr. 22	42	Oct. 15 " Oct. 21
# 17	Apr. 23 " Apr. 29	* 43	Oct. 22 " Oct. 28
18	Apr. 30 " May 6	44	Oct. 29 " Nov. 4
* 19	May 7 " May 13	# 45	Nov. 5 " Nov. 11
20	May 14 " May 20	* 46	Nov. 12 " Nov. 18
# 21	May 21 " May 27	47	Nov. 19 " Nov. 25
* 22	May 28 " June 3	48	Nov. 26 " Dec. 2
23	June 4 " June 10	* # 49	Dec. 3 " Dec. 9
24	June 11 " June 17	* 50	Dec. 10 " Dec. 16
* # 25	June 18 " June 24	51	Dec. 17 " Dec. 23
26	June 25 " July 1	52	Dec. 24 " Dec. 30

Vacations of three consecutive weeks must be started in periods marked (*).

Vacations of four consecutive weeks must be started in periods marked (#).

Vacations of two consecutive weeks may be started in any period.

Letter dated July 5, 1967, General Manager Landreth to General Chairman Henderson, BofRT.:

Please refer to your letter of May 9, 1967, file BX-50-T, regarding your request that vacations be assigned on the basis of 51 units, with each period starting on Monday, rather than the 52 units presently being used.

I have no objections to your proposal that vacations be assigned on the basis of 51 units at various terminals where the Local Chairman requests such handling.

I am instructing the Superintendents to so handle where they receive such a request.

APPENDIX I

Letter dated July 7, 1978, Vice President Elterman to General Chairman Cantrill, Easley and Sawyer, U.T.U.:

This will confirm our discussion concerning operation of the so-called "Ten Packer" at which time it was understood a Ten Packer would be considered as five (5) regular cars on the basis two (2) units of the Ten Packer were the equivalent of one regular car. Also, if for some reason one or an odd number of Ten Packer component units had to be removed, resulting in an odd number of units being handled in the train, the odd unit would be considered as a whole car. For example, three (3) component units had been removed, the remaining seven (7) handled in the train would be considered as four (4) regular cars.

With respect to determining the number of loads handled, it was agreed if a trailer was loaded on one of the two component units which would, in accordance with this understanding, be the equivalent of a car, that combination would be considered as a loaded car.

APPENDIX "J"

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company, Coast Lines and its employes represented by the United Transportation Union (C-T-Y)

IT IS AGREED:

Effective January 1, 1979, Article 20(a) of the Schedule Governing Rates of Pay for Conductors, except South of Ash Fork and East of Parker, will be applied as follows to vacancies on assignments at Pittsburgh and Antioch:

Vacancies on assignments at Pittsburg and Antioch shall be protected on a daily rotating basis off the Richmond extra board. Deadhead to the assignment shall be paid to the first man sent to pro-

APPENDIX "J" Cont'd.
& APPENDIX "K"

tect the vacancy when it occurs. Return deadhead shall be paid to the last man working the job prior to the regularly assigned man marking up. There will be no additional expense to the Carrier for interim deadheads as a result of this Agreement.

This agreement shall be applicable at Richmond only when extra conductors are protecting vacancies at Pittsburg and Antioch.

This agreement may be cancelled by either party upon ten days' written notice.

Signed at Los Angeles, California, this 19th day of December 1978.

(Signatures not reproduced)

APPENDIX "K"

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company and its employes represented by the Brotherhood of Locomotive Engineers, Railroad Yardmasters of America, United Transportation Union (CT&Y) Coast Lines, and United Transportation Union (E) Coast Lines.

In connection with the Carrier's desire to eliminate eye injuries and/or incidents through the process of having all on duty employes, not exclusively assigned to inside or office duties, wear glasses,

IT IS AGREED:

- (1) Employes will be required to wear glasses while on duty and working, and will have the option of wearing any type or pair of glasses of their choosing so long as the glasses worn meet the Carrier's medical visual requirements in the employe's particular case.
- (2) Employes will no longer be required to wear industrial safety glasses.
- (3) The wearing of side shields on glasses will be optional for those employes who desire to use them; and they will be supplied by the Carrier on request.
- (4) Employes whose vision condition requires prescription glasses in order to meet Carrier medical requirements, may, if they desire, secure a pair of clear and/or color industrial safety prescription glasses through the Carrier's American Optical Program, and it will pay for the frames and case, and the employe will pay for the lenses and any other associated cost.

APPENDIX "K" Cont'd.
& APPENDIX "L"

- (5) Plano glasses, i.e., non-prescription, will continue to be made available in both clear and color lenses in several styles without cost to employes.
- (6) Replacement glasses will be made available at the Carrier's expense in the same manner as the original glasses were secured when defective and/or worn out and returned.
- (7) The Carrier will provide plano glasses, i.e., non-prescription glasses, at on duty points for employes who have forgotten their glasses, i.e., non-prescription, and those employes will return same at the completion of their tour of duty.
- (8) Employes performing service in the rain or fog may remove same while working when, in their opinion, their vision would be improved by removing their glasses.
- (9) Carrier will not over-react with discipline procedures in cases where employes have not fully complied with this eye-glass program.
- (10) In the future, the Carrier will not be subject to any cost in behalf of any employe other than specifically set forth in Items 3, 4, 5 and 6, hereof.

The foregoing is in complete disposition of Section 6 Notices dated May 16, 1977, May 27, 1977 and June 2, 1977.

Signed at Chicago, Illinois this 5th day of August, 1977.

(Signatures not reproduced.)

APPENDIX "L"

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company and its employes represented by the United Transportation Union (CT&Y), Coast Lines.

IT IS AGREED:

Article 17(k) of the Schedule (is) amended to provide for protection of Trains 3 and 4 between Albuquerque and Winslow as follows:

1. Three conductor assignments will be assigned with home terminal and layover at Albuquerque on a permanent basis,
2. Three brakemen assignments will be assigned with home terminal and layover at Albuquerque on a permanent basis,
3. Three brakeman assignments will be assigned with home terminal and layover at Winslow on a permanent basis,

4. Three train-baggage assignments will be assigned with home terminal and layover at Winslow on a permanent basis.

5. Assignments to these positions will be made from the seniority district in which the home terminal located and relief thereon will be from the respective governing extra boards.

6. Employes will lay off at their individual home terminal, unless an emergency should exist when they are at the away-from-home-terminal. Vacancies will be filled from the governing extra board for the terminal where the lay off occurs, i.e. home terminal or away-from-home terminal.

7. In case of an emergency lay-off at the away-from-home terminal, the vacancy will be filled from the extra board governing the away-from-home terminal, in which event the extra board employe will protect the vacancy until the regularly assigned employe reports. The regularly assigned employe will report back for service to the terminal where laid off.

8. This Agreement may be cancelled by either party upon ten (10) days' written notice.

Signed at Chicago, Illinois this 17th day of April, 1979.

(Signatures not reproduced.)

APPENDIX "M"

COMBINATION ROAD-YARD

The last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued under the following conditions: (Yard as used herein is defined to mean a common terminal point where a seniority roster for yard ground men is maintained.)

1. In the case of the last yard crew assignment in a yard, such assignment may be discontinued if a joint study indicates that the average time consumed in switching is less than four hours within a spread of ten hours for ten consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four hours of such work within any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of a yard crew assignment on a particular shift (in yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average of less than four hours switching within the spread of 12 hours for ten consecutive working days, this spread to begin at the starting time of the yard crew assignment which the Carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the Carrier

APPENDIX "M" Cont'd.

seeks to discontinue will be considered, subject to the provisions of Section 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period as set forth in Section 5.

NOTE: The studies referred to in this Section 1 shall be conducted in the following manner: Where a Carrier proposes to discontinue the last yard crew assignment in a yard or on a shift where more than one yard assignment is employed, it shall give ten (10) days' written notice of the proposed discontinuance to the representatives of the employes involved, advising the names of the Carrier's officials who are designated as its representatives for the purpose of the study, and the date on which the study will begin.

At any time prior to the date the study is to begin the representatives of the employes involved shall advise the Carrier of the names of their representatives for the purpose of the study. If such representatives are not so named, or fail to participate, the study may be conducted by the representatives of the Carrier. In either event, the result of the study shall be binding on the parties for the purpose of this rule.

The same procedure will be adhered to in conducting studies proposed by the representatives of the employes for the restoration of assignments that have been discontinued under the provisions of this Section 1.

2. The provisions of Section 1 hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.
3. Road crews may perform any yard service at yards where yard crews are not employed.
4. Road crews may continue to perform any yard service now permitted, without additional payments, if such payments are not now required.
5. At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this Agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.
6. No change in work permitted or compensation paid to combination assignments, such as mine run, tabulated assignments, etc.

7. Switching service in yards by road crews when yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to Section 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.

8. If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under Section 7 hereof.

9. Initial and final terminal delay rules shall not be disturbed by this Agreement except that when road crews perform yard service for which they are compensated under the provisions of Section 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.

10. The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of Section 1 of this Article.

11. Every employe deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employes who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the Carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the Carrier shall be reduced correspondingly. Those employes who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

(Article V of National Agreement of June 25, 1964).

TABLE SHOWING TIME AFTER WHICH OVER-
 TIME ACCRUES ON RUNS 100 MILES TO
 199 MILES IN LENGTH, ON SPEED
 BASIS OF 12½ MILES PER HOUR

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
100	8' 00"	133	10' 38"
101	8' 05"	134	10' 43"
102	8' 10"	135	10' 48"
103	8' 14"	136	10' 53"
104	8' 19"	137	10' 58"
105	8' 24"	138	11' 02"
106	8' 29"	139	11' 07"
107	8' 34"	140	11' 12"
108	8' 38"	141	11' 17"
109	8' 43"	142	11' 22"
110	8' 48"	143	11' 26"
111	8' 53"	144	11' 31"
112	8' 58"	145	11' 36"
113	9' 02"	146	11' 41"
114	9' 07"	147	11' 46"
115	9' 12"	148	11' 50"
116	9' 17"	149	11' 55"
117	9' 22"	150	12' 00"
118	9' 26"	151	12' 05"
119	9' 31"	152	12' 10"
120	9' 36"	153	12' 14"
121	9' 41"	154	12' 19"
122	9' 46"	155	12' 24"
123	9' 50"	156	12' 29"
124	9' 55"	157	12' 34"
125	10' 00"	158	12' 38"
126	10' 05"	159	12' 43"
127	10' 10"	160	12' 48"
128	10' 14"	161	12' 53"
129	10' 19"	162	12' 58"
130	10' 24"	163	13' 02"
131	10' 29"	164	13' 07"
132	10' 34"	165	13' 12"

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
166	13' 17"	183	14' 38"
167	13' 22"	184	14' 43"
168	13' 26"	185	14' 48"
169	13' 31"	186	14' 53"
170	13' 36"	187	14' 58"
171	13' 41"	188	15' 02"
172	13' 46"	189	15' 07"
173	13' 50"	190	15' 12"
174	13' 55"	191	15' 17"
175	14' 00"	192	15' 22"
176	14' 05"	193	15' 26"
177	14' 10"	194	15' 31"
178	14' 14"	195	15' 36"
179	14' 19"	196	15' 41"
180	14' 24"	197	15' 46"
181	14' 29"	198	15' 50"
182	14' 34"	199	15' 55"

TABLE SHOWING TIME AFTER WHICH OVER-
TIME ACCRUES ON RUNS 100 MILES TO
199 MILES IN LENGTH ON SPEED
BASIS OF 20 MILES PER HOUR

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
100	5' 00"	112	5' 36"
101	5' 03"	113	5' 39"
102	5' 06"	114	5' 42"
103	5' 09"	115	5' 45"
104	5' 12"	116	5' 48"
105	5' 15"	117	5' 51"
106	5' 18"	118	5' 54"
107	5' 21"	119	5' 57"
108	5' 24"	120	6' 00"
109	5' 27"	121	6' 03"
110	5' 30"	122	6' 06"
111	5' 33"	123	6' 09"

Distance Miles	Overtime Accrues After Hours
124	6' 12"
125	6' 15"
126	6' 18"
127	6' 21"
128	6' 24"
129	6' 27"
130	6' 30"
131	6' 33"
132	6' 36"
133	6' 39"
134	6' 42"
135	6' 45"
136	6' 48"
137	6' 51"
138	6' 54"
139	6' 57"
140	7' 00"
141	7' 03"
142	7' 06"
143	7' 09"
144	7' 12"
145	7' 15"
146	7' 18"
147	7' 21"
148	7' 24"
149	7' 27"
150	7' 30"
151	7' 33"
152	7' 36"
153	7' 39"
154	7' 42"
155	7' 45"
156	7' 48"
157	7' 51"
158	7' 54"
159	7' 57"
160	8' 00"
161	8' 03"

Distance Miles	Overtime Accrues After Hours
162	8' 06"
163	8' 09"
164	8' 12"
165	8' 15"
166	8' 18"
167	8' 21"
168	8' 24"
169	8' 27"
170	8' 30"
171	8' 33"
172	8' 36"
173	8' 39"
174	8' 42"
175	8' 45"
176	8' 48"
177	8' 51"
178	8' 54"
179	8' 57"
180	9' 00"
181	9' 03"
182	9' 06"
183	9' 09"
184	9' 12"
185	9' 15"
186	9' 18"
187	9' 21"
188	9' 24"
189	9' 27"
190	9' 30"
191	9' 33"
192	9' 36"
193	9' 39"
194	9' 42"
195	9' 45"
196	9' 48"
197	9' 51"
198	9' 54"
199	9' 57"

TABLE SHOWING TIME AND ONE-HALF FOR
OVERTIME (18 3/4 MILES PER HOUR) EXPRESSED
IN MILES, FROM 3 MINUTES TO 8 HOURS,
INCLUSIVE--FOR INFORMATION AND READY
REFERENCE ONLY.

Over- time	Miles	Over- time	Miles	Over- time	Miles	Over- time	Miles	Over- time	Miles
3	1	1:39	31	3:15	61	4:51	91	6:27	121
6	2	1:42	32	3:18	62	4:54	92	6:30	122
10	3	1:46	33	3:22	63	4:58	93	6:34	123
13	4	1:49	34	3:25	64	5:01	94	6:37	124
16	5	1:52	35	3:28	65	5:04	95	6:40	125
19	6	1:55	36	3:31	66	5:07	96	6:43	126
22	7	1:58	37	3:34	67	5:10	97	6:46	127
26	8	2:02	38	3:38	68	5:14	98	6:50	128
29	9	2:05	39	3:41	69	5:17	99	6:53	129
32	10	2:08	40	3:44	70	5:20	100	6:56	130
35	11	2:11	41	3:47	71	5:23	101	6:59	131
38	12	2:14	42	3:50	72	5:26	102	7:02	132
42	13	2:18	43	3:54	73	5:30	103	7:06	133
45	14	2:21	44	3:57	74	5:33	104	7:09	134
48	15	2:24	45	4:00	75	5:36	105	7:12	135
51	16	2:27	46	4:03	76	5:39	106	7:15	136
54	17	2:30	47	4:06	77	5:42	107	7:18	137
58	18	2:34	48	4:10	78	5:46	108	7:22	138
1:01	19	2:37	49	4:13	79	5:49	109	7:25	139
1:04	20	2:40	50	4:16	80	5:52	110	7:28	140
1:07	21	2:43	51	4:19	81	5:55	111	7:31	141
1:10	22	2:46	52	4:22	82	5:58	112	7:34	142
1:14	23	2:50	53	4:26	83	6:02	113	7:38	143
1:17	24	2:53	54	4:29	84	6:05	114	7:41	144
1:20	25	2:56	55	4:32	85	6:08	115	7:44	145
1:23	26	2:59	56	4:35	86	6:11	116	7:47	146
1:26	27	3:02	57	4:38	87	6:14	117	7:50	147
1:30	28	3:06	58	4:42	88	6:18	118	7:54	148
1:33	29	3:09	59	4:45	89	6:21	119	7:57	149
1:36	30	3:12	60	4:48	90	6:24	120	8:00	150