

Form 2787 Std.

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

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Santa Fe  
Schedule Governing  
Rates of Pay  
and  
Working Conditions  
for  
Yardmen

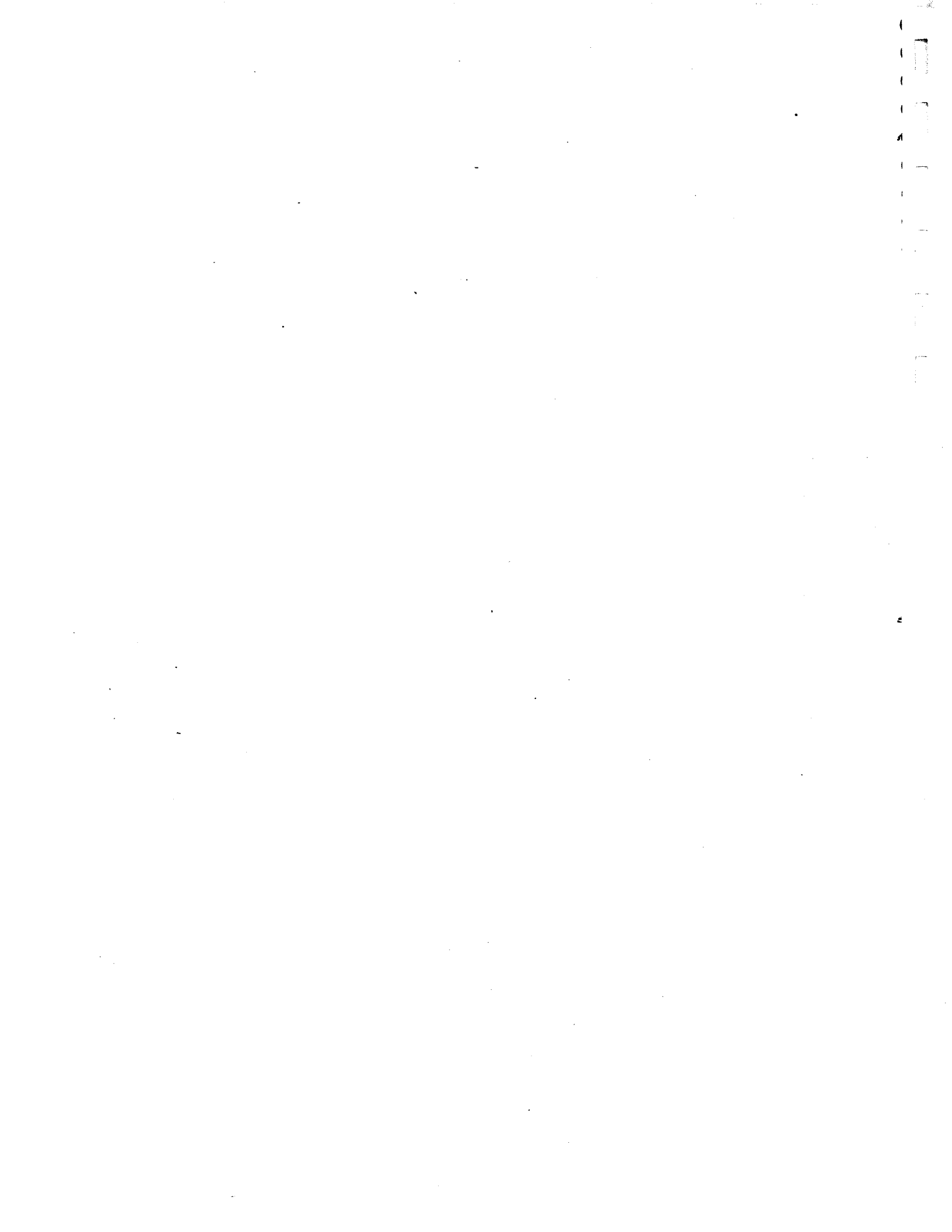
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Effective July 1, 1956

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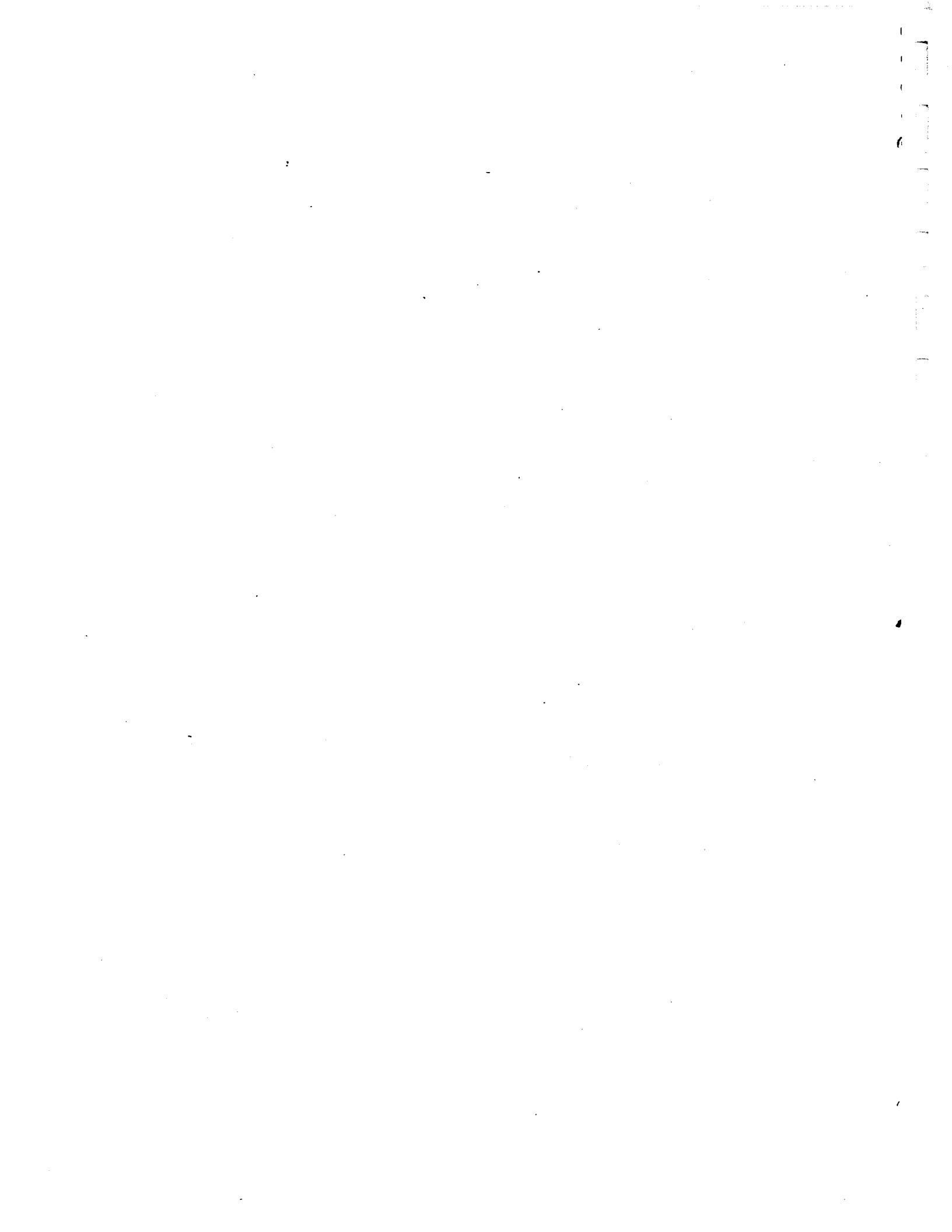


#### PREAMBLE

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All National Agreements remain in effect and the reprint of a schedule rule or agreement, which has been modified or superseded by a National Agreement, will not serve to reinstate said rule or agreement.

The parties to this schedule update and reprint recognize and agree whether reference has or has not been made in a specific rule to the Crew Consist Agreement, effective May 15, 1981, said Crew Consist Agreement does to the extent applicable modify any rule, interpretation or award to the contrary.





#### SAVINGS CLAUSE

The inclusion of a local agreement or Memorandum of Understanding in this reprint of the Yardmen's Agreement in effect at any location affecting the application of any Article or rule is for convenience only and it is not considered the local Agreement or Memorandum of Understanding thereby becomes a part of the Article to which it refers. Neither does its inclusion in this schedule nullify cancellation clauses whereby either party has the right to cancel the local Agreement or Memorandum of Understanding as to the application of the rule or Article to which it relates. Conversely, failure to include any local Agreement or Memorandum of Understanding in effect on the date of this reprint in no way affects its application.



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THE ATCHISON, TOPEKA & SANTA FE  
RAILWAY COMPANY

(COAST LINES)

On and after October 1, 1981, the following rules and regulations will govern the employment and working conditions of Yardmen in the employ of The Atchison, Topeka & Santa Fe Railway Company, Coast Lines.

ARTICLE 1

RATES OF PAY

(a) (1) Basic rates effective January 1, 1981:

Daily

Footboard Yardmaster	\$89.63
Foreman	82.74
Pilot or Herder	82.74
Retarder Operator	
Route Selector	84.46*
Hump Yard	84.88#
Helper	78.54
Switchtender	78.54

\* See Appendix No. 3 for positions where this rate applicable.

# See Appendix No 6. for position where this rate applicable.

The Basic Rates of Pay quoted herein do not include a \$4.64 Cost-of-Living-Allowance float which was in effect as of January 1, 1981. (\$5.03 for Footboard Yardmaster)

(2) Arbitraries

Air Hose Coupling Allowance \$5.29

(Includes Cost-of-Living Allowance effective 1-1-81.)

RATES YARD FOREMEN ACTING AS FOOTBOARD YARDMASTERS

(b)(1) The wages of yard foremen who also act as yardmasters (when they so act they shall be designated as "footboard" yardmasters) will not be less than two-thirds of one hour's pay in excess of the yard conductors' (foremen's) daily rate.

ARTICLE 1(b)(2)

ARTICLE 1(e)(2)

(2) The same rules for the basic day and overtime that apply to other yardmen shall also apply to yard foremen who act as yardmasters.

#### YARD FOREMEN OPERATING ROUTE SELECTORS

(c) When yard foremen are required to operate route selectors in the switching of cars they will be paid the car retarder operator's rate applicable to route selectors. (See Appendix Nos. 4, 5 and 6 relating to Barstow Hump Operation.)

#### YARDMEN USED IN ROAD SERVICE

(d) Rates of Pay to Yardmen used in Road Service:

<u>Yardman Used As:</u>	<u>First 100 Miles</u>	<u>Miles Over 100 Where Road Crew Has An Overmile Lesser Rate:</u>
Conductor	82.74	77.46
Trainman	78.54	73.95

The above-quoted basic rates of pay do not include \$4.64 Cost-of-Living float which was in effect as of January 1, 1981. Subsequent wage increase will be applied.

(# From Memorandum of Agreement dated December 5, 1972 also see Article 10(1).)

#### ENTRY RATES

##### \*Service First 12-Months

(e) 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:

(1) For the first twelve (12) calendar months of employment, new employes shall be paid 90% of the applicable rates of pay (including CCLA) 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.

(2) 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.



ARTICLE 1(e)(3)  
ARTICLE 2  
ARTICLE 3(a)

(3) 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.

(4) 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.

\*Preservation of Lower Rates

(f) Agreements which provide for training or entry rates that are lower than those provided for in Paragraph (e) are preserved. If such agreements provide for payment at the lower rate for less than the first twelve (12) months of actual service, Paragraph (e) of this Article will be applicable during any portion of that period in which such lower rate is not applicable.

(\* From Article IX of the UTU National Agreement dated August 25, 1978.)

ARTICLE 2

BASIC DAY

Eight (8) hours or less shall constitute a day's work.

ARTICLE 3

OVERTIME

(a) Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra yardmen are required by schedule rules to be used (any rules to the contrary to be changed accordingly), all time worked in excess of eight (8) hours continuous service in a 24-hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate. This rule applies only to service paid on an hourly or daily basis, and not service paid on mileage or road basis.

\*Existing rules which relate to the payment of daily overtime for regular yardmen and practices thereunder are not changed hereby and shall be understood to apply to regular relief yardmen, except that work performed by regular relief yardmen on assignments which conform with the provisions of Paragraph (c), Article 4, shall be paid for at the straight time rate.

ARTICLE 3(b)  
ARTICLE 3(c)(3)

\*(b) Employees worked more than five straight time eight-hour shifts in yard service in a work week shall be paid one and one-half times the basic straight time rate for such excess work except:

(1) Where days off are being accumulated under Paragraph (d) of Article 4;

(2) When changing off where it is the practice to work alternately days and nights for certain periods;

(3) When working through two shifts to change off;

(4) Where exercising seniority rights from one assignment to another;

(5) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

\*In the event an additional day's pay at the straight time rate is paid to a yard service employe for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight time eight-hour shifts, referred to in this Paragraph (b).

\*(c) The following overtime rules will apply to extra yardmen:

Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

In application of this rule, the following shall govern:

(1) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

(2) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service," as used in this Paragraph (2), shall not apply to employes paid road rates, but governed by yard rules.)

(3) Where an extra yardman commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift. A twenty-four hour period, as referred to in this rule, shall

ARTICLE 3(c)(3) Cont.  
ARTICLE 4(a)

be considered as commencing for the individual employe at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

(4) An extra employe changing to a regular assignment or a regularly assigned yardman reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.

(5) Except as modified by other provisions of this rule, an extra employe working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift the same as though both shifts were in the same grade of service, except where there is another yardman available to perform the work at pro rata rate.

\*(d) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight rate for work referred to in Paragraph (b) of this Article 3, be utilized in computing the five straight time eight-hour shifts, referred to in Paragraph (b) of this Article 3, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime. Existing rules or practices regarding the basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., also for calls, basic day, transfer time, standy-by time, and compensation therefor, preparatory time, starting time (except as otherwise provided in Paragraph (b) of this Article 3) and similar rules are not affected by the provisions of this Article 3.

\*(e) Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of this Article 3, nor shall service under two agreements be combined in any manner in the application of this Article 3.

(Paragraphs identified by (\*) are taken from National Five-Day Work Week Agreement dated May 25, 1951.)

ARTICLE 4

ASSIGNMENTS

(a) Yardmen (including herders, pilots and switchtenders) shall be assigned...for a fixed period of time which shall be for the same hours daily for all regular members of crews, except as provided in Paragraph (c) of this Article.

ARTICLE 4(a) Cont.  
ARTICLE 4(c)(1)

Assignments shall be restricted to eight (8) hours' work.

#### FURNISHING RIDER CARS

Rider car will be furnished to switch crews when making the following movements:

##### Los Angeles Yard

First Street to Hyde Park and return,  
Hobart to Southern Pacific Downey Avenue interchange tracks and return.

##### San Bernardino Yard

Crew regularly assigned to perform switching in Colton Cement Plant.

##### San Diego Yard

San Diego to National City and return.

#### FORTY HOUR WORK WEEK

\*(b) All regular or regular relief assignments for yard service employes shall be for a work week of forty hours, five (5) consecutive calendar days of not less than eight (8) consecutive hours per day, with two (2) days off in each seven (7), except as otherwise provided in this agreement.

The term "work week" for regularly assigned employes shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned employes shall mean a period of seven consecutive days starting with Monday.

The days off will begin at the conclusion of the last shift of a yardman's regular assignment prior to the assigned rest days and will end at the starting time of the first shift on his assignment on the first day of the work week.

\*(c) (1) When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employes when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency or unassigned employes.) Where regular relief assignments are established, they

ARTICLE 4(c)(1) Cont.  
ARTICLE 4(c)(4)

shall, except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employe or employes they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(2) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Paragraph (c)(1), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district, which shall be the same as those of the employe or employes they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(3) After the starting time and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

(4) Regular relief assignments for yard crews will be established for the crew as a unit. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties on a property desires, the designated days off need not be the same for individual members of a crew.

Representatives of the Company and of the employes will cooperate in designating days off of individual members of a crew.

(NOTE: It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered one of the operational problems.)

ARTICLE 4(c)(5)  
ARTICLE 5(c)

(5) Except as otherwise provided for in this Paragraph (c), regular relief assignments shall be established in conformity with rules in effect governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

\*(d) At points where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief employes, agreements may be made to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

If the Company contends it is not practicable to grant two consecutive days off to a regularly assigned or regular relief employe and that it is necessary to establish non-consecutive days off, representatives of the Company and representatives of the employes will confer and endeavor to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the Company may nevertheless establish non-consecutive days off, subject to the right of the employes to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the Company to prove that it was not practicable to grant two consecutive days off.

\*(e) Extra or unassigned employes may work any five days in a work week and their days off need not be consecutive.

(Sections identified by (\*) are taken from National Five-Day Work Week Agreement dated May 25, 1951.)

## ARTICLE 5

### STARTING TIME

(a) Regularly assigned yard crews, herders, pilots and switchtenders shall each have a fixed starting time and the starting time of a crew will not be changed without at least 48 hours' advance notice. Practices on individual roads as to handling of transfer crews are not affected by this section.

(b) Where three eight-hour shifts are working in continuous service, the time for the first shift to begin work will be between 6:30 a.m. and 8:00 a.m., the second 2:30 p.m. and 4:00 p.m., and the third 10:30 p.m. and 12:00 midnight.

(c) Where two shifts are working in continuous service, the first shift may be started during any one of the periods named in Paragraph (b).

ARTICLE 5(d)  
ARTICLE 6  
ARTICLE 7(c)

(d) Where two shifts are working not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 a.m. and 10:00 a.m., and the second not later than 10:30 p.m.

(e) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Paragraphs (b) and/or (d).

(f) At points where only one yard crew is regularly employed, they can be started at any time, subject to Paragraph (a).

(g) Where mutually agreeable, on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above provided.

#### ARTICLE 6

##### ARBITRARIES AND SPECIAL ALLOWANCES

Where it has been the practice or rule to pay a yard crew, or any member thereof, arbitraries or special allowances, or to allow another minimum day for extra or additional service performed during the course of or continuous after end of the regularly assigned hours, such practice or rule is hereby eliminated, except where such allowances are for individual service not properly within the scope of yard service, or as provided in Article 9(c).

#### ARTICLE 7

##### POINT FOR BEGINNING AND ENDING DAY

(a) Yard crews, herders, pilots and switchtenders shall have a designated point for going on and off duty and their pay shall continue until they reach the point at which they started to work.

(b) The point for going on and off duty will be governed by local conditions. In certain localities instructions will provide that yardmen will report at the hump, others report at yard office, others at engine houses, or ready tracks. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

##### CALCULATING ASSIGNMENTS AND MEAL PERIODS

(c) The time for fixing the beginning of assignments or meal periods is to be calculated from the time fixed for the crew to begin work as a unit, without regard to preparatory or individual duties.

ARTICLE 8  
ARTICLE 8(f)(2)

ARTICLE 8

LUNCH PERIOD

(a) Yard crews, herders, pilots and switchtenders will be allowed twenty (20) minutes for lunch between four and one-half (4-1/2) and six (6) hours after starting work, without deduction in pay. The lunch period will be given and completed within four and one-half and six hours.

(b) If crew is required to remain on duty over eight hours but not doubling through two shifts they will be entitled to a second lunch period within six hours after completing the first lunch period.

(c) Yardmen required to double through two shifts will be allowed a reasonable time to eat before starting second shift.

(d) Yardmen not allowed a lunch period within the time limit provided in Paragraph (a) of this article shall be paid an allowance of twenty (20) minutes at overtime rate in addition to other earnings and by the beginning of the seventh hour will be allowed twenty (20) minutes in which to eat without deduction in pay.

(# Amended effective March 1, 1979, by Letter Agreement dated January 26, 1979.)

(e) A yard crew working overtime on its own assignment, not doubling through on another assignment, will be paid an additional twenty (20) minutes if not allowed to complete a second meal period within six (6) hours from completion of the first meal period.

\*(f) (1) Yard crew (for example on duty 8:00 AM) required to work the meal period because of not being afforded 20 minutes in which to eat between four and one-half (12:30 PM) and six hours (2:00 PM) after starting work (8:00 AM in this example), shall be paid for the regular meal period at the rate of time and one-half and in addition, by the beginning of the seventh hour (3:00 PM) will be allowed 20 minutes in which to eat without deduction in pay.

(2) The foregoing will apply to yard crew engaged in transfer service except when such yard crew cannot secure the twenty (20) minutes by the beginning of the seventh hour because of not being in their home yard, in which case after return to their home yard the twenty (20) minute meal period will be granted prior to the completion of their tour of duty if required to perform general yard switching other than disposing of any equipment handled in their return movement to their home yard.

NOTE: Disposing of equipment is understood to mean the housing, chambering, placing or act of putting away.



EXAMPLE: If crew is notified prior to or after return to their home yard with, for example, a reciprocal pull, the crew is to tie up and be released after placing their cars on a specified track(s), no meal period will be granted. On the other hand, if the crew is notified to perform 'switching' on these cars, they would then be considered as being 'required' to perform general yard switching and entitled to the twenty (20) minute meal period prior to completion of their tour of duty.

(\*From Letter Agreement dated January 26, 1979, effective March 1, 1979.)

ARTICLE 9

DESIGNATED SWITCHING LIMITS

(a) Switching limits in effect as of January 27, 1972 and August 25, 1978:

Albuquerque Division

<u>Location</u>	<u>District</u>	<u>Mile Post Location</u>	
		<u>1-27-72</u>	<u>8-25-78</u>
Albuquerque	First	MP 3+1320'	MP 3+1320'
Belen	Belen	MP 17+4224'	MP 17+4224'
Gallup	First	MP 155+4530'	MP 155+4530'
Gallup	Second	MP 160+1056'	MP 160+1056'
Winslow	Second	MP 283+1650'	MP 283+1650'
Winslow	Third	MP 288+1219'	MP 288+1219'
Seligman	Third	MP 427+ 966'	MP 427+ 966'
Seligman	Kingman	MP 430+1705'	MP 430+1705'
Needles	Kingman	MP 575+1580'	MP 575+1580'
Ashfork	Fourth	MP 399+1858'	MP 399+1858'
Ashfork	Fourth	MP 402+3676'	MP 402+3676'
Phoenix-Mobest	Fourth	MP 190+ 885'	MP 190+ 885'
Phoenix-Mobest	Fourth*	MP 190+1833'	MP 190+1833'
Prescott	Prescott	MP 54+2640'	MP 54+2640'
Prescott	Prescott	MP 60+1200'	MP 60+1200'

(\*Ice Dock and Lead Track No. 4)

Los Angeles Division Terminal

Barstow	Needles	MP 745+ 213'	MP 745+ 213'
Barstow	First	MP 1+1200'	MP 4+3700'
Barstow	Mojave	MP 748+236.6'	MP 752+0000'
Phoenix-Mobest	Fourth	All of Phoenix industry tracks on Santa Fe tracks	

ARTICLE 9(a) Cont.  
 ARTICLE 9(b)(1)

Los Angeles Division

Needles	Needles	MP 579+2081'	MP 579+2081'
San Bernardino	First	MP 79+1662'	MP 79+1662'
San Bernardino	Second	MP 82+4324.5'	MP 82+4247'
San Bernardino	Third	MP 4+264.5'	MP 4+264.5'
San Bernardino	Redlands	MP 4+4511'	MP 4+4511'
San Bernardino	Redlands	MP 24+3330'	MP 24+3330'
San Diego	Fourth	MP 263+ 852.1'	MP 263+964'
San Diego	Fourth	All tracks at National City	Same

Los Angeles Terminal Division

Los Angeles	Second	MP 138+878.5'	MP 138+ 878.5'
Los Angeles	Third	MP 148+1213.2'	MP 148+1213.2'
Los Angeles	Harbor	MP 8+1274.9'	MP 8+1274.9'

Valley Division

<u>Location</u>	<u>District</u>	<u>Mile Post Location</u>	
		<u>1-27-72</u>	<u>8-25-78</u>
Barstow	Mojave	MP 748+236.6'	MP 752
Bakersfield	Mojave	MP 885+1351'	MP 885+1351'
Bakersfield	First	MP 890+3888'	MP 891+3168'
Bakersfield	Porterville-Orosi	MP 307+3168'	MP 307+3168'
Bakersfield	Arvin	MP 313.6'	MP 313.6'
Bakersfield	Oil City	End of Track	End of Track
Calwa	First	MP 993+3462'	MP 993+3462'
Calwa	Second	MP1000+4262'	MP1000+4262'
Calwa	Fresno Interurban	MP 0	MP 0
Calwa	Visalia	MP 67+3688'	MP 67+3688'
Riverbank	Second	MP1094+132'	MP1094+ 132'
Riverbank	Oakdale Spur	End of Track	End of Track
Riverbank	Second	MP1098+2119'	MP1098+2119'
Stockton	Second	MP1118+2387'	MP1118+2387'
Stockton	Second	MP1123+1465'	MP1123+1465'
Richmond	Second	MP1188+1674'	MP1188+1674'
Richmond	Oakland District (Southern Pacific)	MP 2+3607'	MP 2+3607'

CHANGE IN SWITCHING LIMITS

\*(b) 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:

(1) Except as provided in Paragraph (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.

#### SERVING NEW INDUSTRIES LOCATED OUTSIDE SWITCHING LIMITS

(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 yardmen. 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 (fomen) 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 Paragraph (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 employees 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

ARTICLE 9(b)(2) Cont.  
ARTICLE 9(c)

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.

(3) This agreement shall in no way effect the changing of yard or switching limits at points where no yard crews are employed.

(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 Paragraph (2) hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952.

(\*From Article VI of National UTU Agreement Dated January 27, 1972.)

(See Appendix 7 and 8 Griffin Wheel Company Pay Back Agreement.)

#### USED OUTSIDE SWITCHING LIMITS IN EMERGENCY

(c) Where regularly assigned to perform service within switching limits, yardmen shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

#### INTERPRETATION 2 TO SUPPLEMENT 25, APPLICABLE TO THE ABOVE:

Question 25 - Does the term "minimum of 1 hour" mean that time of two short trips in road service is cumulative, or does it mean that minimum payment for each time used in road service is 1 hour?

Decision - Minimum of 1 hour for each time used in road service.

Question 26 - How does Paragraph (c) of Article 9 apply in following examples; i.e., what would yard crews regularly assigned to perform service within switching limits be paid:

(a) Work 5 hours in yard, then used in road service 4 hours, making 20 miles; total spread 9 hours?

ARTICLE 9(c) Cont.

Decision - Eight hours at straight yard rates, 1 hour at yard overtime rates (time and one-half), and 4 hours at pro rata road rates.

(b) Work 3 hours in yard then used in road service 2 hours, making 10 miles, returning to yard for 4 hours; total spread, 9 hours?

Decision - Eight hours at straight yard rates, 1 hour at yard overtime rates (time and one-half), and 2 hours at pro rata road rates.

(c) Work 7 hours in yard, then used in road service 3 hours, making 18 miles; total spread, 10 hours?

Decision - Eight hours at straight yard rates, 2 hours at yard overtime rates (time and one-half), and 3 hours at pro rata road rates.

(d) Work 2 hours in yard; used in road service 30 minutes, making 5 miles; returns to yard and works 2 hours; again used in road service for 1 hour, making 10 miles; then returns to yard and works 2 hours and 30 minutes; total spread, 8 hours?

Decision - Eight hours at straight yard rates, 1 hour at pro rata road rates for first road service, and 1 hour at pro rata road rates for second road service.

(e) Work 1 hour in yard; used in road service for 1 hour, making 20 miles; returns to yard and works 5 hours; again used in road service for 2 hours making 15 miles; total spread, 9 hours?

Decision - Eight hours at straight yard rates, 1 hour at yard overtime rates (time and one-half), 20 miles at pro rata road rates for first road service, and 2 hours at pro rata road rates for second road service.

(f) Assigned from 7 a.m. to 3 p.m.; work 2 hours in yard; used in road service for 1 hour, making 10 miles; returns to yard and works 4 hours; again used in road service for 5 hours, making 25 miles; relieved at 7 p.m.; total spread, 12 hours?

Decision - Eight hours at straight yard rates, 4 hours at yard overtime rates (time and one-half), and 6 hours at pro rata road rates.

ARTICLE 9(c) Cont.  
ARTICLE 9(d)(1)

(g) Assigned from 7 a.m., to 3 p.m.; work 1 hour in yard; used in road service 9 hours, making 30 miles; relieved at 5 p.m.; total spread, 10 hours?

Decision - Eight hours at straight yard rates, 2 hours at yard overtime rates (time and one-half), and 9 hours at pro rata road rates.

Question 27 - If yard crews who are regularly assigned to perform service within switching limits are used in road service when road crews are available, how shall they be paid?

Decision - Except in cases of emergency, yard crews should not be used in road service when road crews are available, but whenever used in road service, yard crews should be paid for the service under provisions of Paragraph (c) of Article 9.

Question 28 - What is the intent of the words "road service" as used in this section?

Decision - Any service for which road rates are paid.

#### YARD MOVEMENTS BY ROAD CREWS

(d) (1) 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 9(d)(2)  
ARTICLE 9(e)(1)

(2) The foregoing is not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement [January 27, 1972]. There will be no change in work permitted or compensation paid to combination assignments, such as mine runs, tabulated assignments, etc.

(From Article IX of the UTU National Agreement Effective January 27, 1972 as Amended By Article X of the UTU National Agreement Effective August 25, 1978.)

COMBINATION ROAD-YARD SERVICE ZONES  
10-MILE LIMIT

(e) (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:

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.

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.

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.

Nothing in this Paragraph (e)(1) is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement.

ARTICLE 9(e)(2) Cont.  
ARTICLE 9(e)(3)

COMBINATION ROAD-YARD SERVICE ZONES  
15-MILE LIMIT

(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:

Road-Yard Service Zones for purposes of this Paragraph (e)(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.

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.

Nothing in this Paragraph (e)(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.

This Paragraph (e)(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.

(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.

(\*From Article XI Of National UTU Agreement Dated August 25, 1978.)



ARTICLE 10  
ARTICLE 10(b)

ARTICLE 10

SENIORITY AND PROMOTION

DISTRICT AND DIVISION SENIORITY

(a) Prior to February 16, 1944, each station or terminal where yardmen were employed constituted a separate seniority district, except that the Fourth District of the Albuquerque Division, embracing Ash Fork, Prescott, and Phoenix-Mobest, Arizona, constituted a separate seniority district, and the San Francisco Terminal Division, embracing San Francisco, Alice Street at Oakland, and Richmond, California, constituted a separate seniority district.

(b) Effective February 16, 1944, yardmen in service prior to that date were granted what is designated as (1) "district" seniority and (2) "division" seniority, in areas as shown below; and seniority rosters prepared and maintained as follows:

- (1) District Seniority Roster
- (2) Division Seniority Roster

District Number	District Seniority Area	Division Seniority Area
(1)	Gallup	Albuquerque Division
(2)	Winslow	(embracing Districts
(3)	Fourth District of the Albuquerque Division (embracing Ash Fork, Prescott, and Phoenix-Mobest)	1, 2 and 3)
(4)	Seligman	Arizona Division
(5)	Needles	(embracing Districts
(6)	Barstow	4, 5 and 6 - see Note (1) below.)
(7)	Eakersfield	Valley and Terminal
(8)	Calwa-Fresno	Divisions (embracing
* (9)	Riverbank	Districts 7, 8, 9,
* (10)	Stockton-Mormon	10 and 11)
(11)	San Francisco Terminal Division (embracing San Francisco, Alice Street at Oakland and Richmond)	(Division Seniority for Valley-Terminal Divisions effective September 1, 1956)

ARTICLE 10(b) Cont.

- |      |                         |   |
|------|-------------------------|---|
| (12) | San Bernardino          | Los Angeles Division                    |
| (13) | Los Angeles             | (embracing Districts                    |
| (14) | San Diego-National City | 12, 13 and 14 - See<br>Note (1) below.) |

NOTE (1): There was a dualization of seniority effective 12-1-61 between Seniority Districts 4, 5 and 6 (Old Arizona Division Yardmen) with Consolidated Los Angeles Division Yard/Road Districts 12, 13 and 14 which had been effective 6-15-59.

NOTE (2): If yard engine trucks are assigned at stations other than those listed in this Paragraph (b) such stations will be considered a separate "district seniority area," and will be included in the "division seniority area" on the division where the stations are located.

(\*See Appendix 9 Riverbank and Stockton-Mormon to operate as one yard effective February 1, 1961.)

Example 1. The seniority roster of the San Francisco Terminal Division yardmen will be placed at the foot of the seniority roster of the Valley Division yardmen, i.e., the yardman who is No. 1 on the San Francisco Terminal Division yardmen's seniority roster will be placed on the Valley Division yardmen's seniority roster following the last yardman employed prior to the effective date of the proposed agreement.

Example 2. The seniority roster of the Valley Division yardmen will be placed at the foot of the seniority roster of the San Francisco Terminal Division yardmen, i.e., the yardman who is No. 1 on the Valley Division seniority roster will be placed on the San Francisco Terminal Division yardmen's seniority roster following the last yardman employed prior to the effective date of the proposed agreement.

Example 3. All seniority accumulated by the yardmen on each division prior to September 1, 1956, will be retained by the yardmen on their respective division. On the effective date of the proposed agreement, seniority on the other division will begin to accumulate in accordance with Article 10 of the Yardmen's Schedule.

ARTICLE 10(c)  
ARTICLE 10(e)

(c) Rosters maintained immediately prior to February 16, 1944 for separate seniority districts listed in Paragraph (b) of this Article 10 under heading "district seniority area" for each operating division were merged into respective Division Seniority Rosters. Yardmen were ranked on the respective Division Seniority Rosters in the order of their respective seniority dates as theretofore shown on rosters for separate seniority districts. For example, the yardman with the earliest seniority date on any of the several districts of a division was shown as No. 1 on the Division Seniority Roster and others ranked in the order of their seniority dates on the districts of the division. The merged rosters were approved by the General Chairman in accordance with the agreement that was made effective February 16, 1944.

(d) Rosters maintained immediately prior to February 16, 1944 for separate seniority district on each operating division were continued as District Seniority Rosters. The theretofore established seniority in the separate seniority districts for yardmen in service prior to February 16, 1944 were not disturbed and yardmen were ranked on the respective District Seniority Rosters in the order of their respective seniority dates as theretofore shown on rosters for separate seniority districts; and such yardmen have prior district seniority rights in the respective separate seniority districts over other yardmen on the Division Seniority Roster.

NOTE: On the San Francisco Terminal Division no change in seniority rank, relationship or prior rights resulted by the adoption of District and Division Seniority Rosters as the San Francisco Terminal Division theretofore constituted one separate seniority district.

(e) Subject to Paragraph (h) of this Article 10, the practice in effect prior to February 16, 1944 of employing yardmen for each district was continued; but the names of yardmen employed on and after February 16, 1944 are to be shown only on the Division Seniority Roster in the order of the date on which they were marked up on the extra board on the division where employed. Where two or more yardmen are employed on the same date they shall be shown on the Division Seniority Roster in accordance with the time at which they were marked up on the extra board after having been O.K.'d for service.

ARTICLE 10(f)  
ARTICLE 10(h)(2)

#### SENIORITY OF YARDMEN

(f) Seniority of yardmen, whether their names appear on both the District and Division Seniority Rosters, or only on the Division Seniority Roster, shall be restricted to the "district seniority area" in which employed or located except as provided in Paragraphs (h) and (j) of this Article 10.

#### REDUCTION IN FORCE

(g) When force is reduced, the junior man will be first reduced and so on in turn in accordance with their seniority standing.

#### INCREASE IN FORCE

(h) Yardmen laid off by reason of force reduction or discontinuance of service shall retain their seniority. When force is increased or service is re-established they shall be returned to service in the reverse order in which laid off provided they are physically qualified. Such recall to service shall be on the basis of division seniority. In order for a yardman to retain his seniority under this Paragraph (h) he must file his name and address with the employing officer at the time laid off and shall keep the employing officer currently advised of changes in address and return to service as soon as possible after being notified of recall, but not to exceed fifteen (15) days from date of notification forwarded to last known address. Failure to comply with these requirements will result in forfeiting seniority. If a yardman is sick and cannot report for service within such fifteen (15) day period his seniority will be protected provided he can furnish satisfactory proof of his illness.

#### ORDER OF RECALL

In applying this Paragraph (h) it is understood that:

(1) Yardmen having priority seniority rights in a "district seniority area" and who are on the laid off list in that "district seniority area" are first to be recalled when force is increased or restored therein; and

(2) Yardmen referred to in Item (1) of this Paragraph (h) who may be working on a "district seniority area" on their seniority division other than the one on which they hold prior seniority rights may remain on the "district seniority area" where located at the time the force is increased in their prior "district seniority area" without jeopardizing their prior seniority rights; but when electing to remain in the "district seniority area" at the time force is increased they will be required to remain in

that "district seniority area" for a period of six months from the date they make their decision in line with the provision of Item (3) of Paragraph (j) of this Article 10.

#### TEMPORARY EMPLOYMENT ON OTHER SENIORITY DIVISIONS

(i) When due to a reduction in force a yardman is laid off on the division on which he holds seniority and there is a shortage of yardmen on another seniority division, such yardman may be given temporary employment on the latter division, and if so employed will establish seniority on that division under Paragraph (e) of this Article 10, the same as if he were a new employe. He will retain his seniority on his home division and will be subject to recall thereon under the provisions of Paragraph (h) of this Article 10. When recalled to and resumes service on his home division, he will forfeit all seniority rights on the division to which temporarily transferred. If, when notified of recall to service on his home division, he elects to remain on the division to which he has been temporarily transferred he will forfeit seniority on his original division. When electing to remain on the division to which transferred, he will notify the proper Company Official in writing.

#### TRANSFERS FROM ONE DISTRICT SENIORITY AREA TO ANOTHER

##### YARD TO YARD

(j) A yardman will be required or permitted to transfer from one "district seniority area" to another on the division where he holds division rights under and subject to the following conditions:

##### INVOLUNTARY TRANSFERS FROM ONE DISTRICT SENIORITY AREA TO ANOTHER

(1) When he can hold neither a regular assignment nor a place on the extra board in the "district seniority area" where located, he will be required to transfer to another "district seniority area" on his seniority division where a yardman his junior is employed, and will be permitted to exercise his seniority as yard helper on any assignment held by a yard helper his junior or take the extra board.

##### VOLUNTARY TRANSFERS FROM ONE DISTRICT SENIORITY AREA TO ANOTHER

(2) When he voluntarily transfers from one "district seniority area" to another on his seniority division after he has secured permission from the Superintendent or the latter's representative in the district where located (Superintendents will permit yardmen to exercise their division seniority in accordance with the provisions of this paragraph provided there

ARTICLE 10(j)(2) Cont.  
ARTICLE 10(j)(5)

are sufficient men available at the point from which the yardman desires to transfer, and provided such action will not impair the service or subject the Company to penalty payment).

REQUIRED TO REMAIN IN DISTRICT SENIORITY AREA TO  
WHICH TRANSFERRED FOR A PERIOD OF SIX MONTHS

(3) A yardman voluntarily transferring from one "district seniority area" to another on his seniority division under Item (2) of this Paragraph (j) will be required to remain on the "district seniority area" to which transferred for a period of six months, unless he is unable to hold neither a regular assignment nor a place on the extra board, in which event he will be subject to Item (1) of this Paragraph (j).

MUST REPORT FOR DUTY IN DISTRICT SENIORITY  
AREA TO WHICH TRANSFERRED WITHIN FIVE DAYS

(4) A yardman transferring from one "district seniority area" to another on his seniority division under Items (1) and (2) of this Paragraph (j) will be required to report for duty in the "district seniority area" to which transferred within five (5) days from date of release from the "district seniority area" where formerly located. Failure to report within the five-day period referred to in this Item (4) will result in the forfeiture of all seniority rights except when because of sickness or injury the yardman is unable to report to the "district seniority area" to which transferred within five days from the date of release from former "district seniority area".

NOTE: # Yardmen desiring time in addition to the five days, will be permitted to request permission for such additional time through a supervisor in the yard where cut off.

(# From Memorandum of Agreement of September 7, 1967.)

REPORTING AND MARKING UP IN DISTRICT  
SENIORITY AREA TO WHICH TRANSFERRED

(5) A yardman transferring from one "district seniority area" to another on his seniority division under this Paragraph (j) will be automatically marked up on the extra board in the "district seniority area" to which transferred when reporting, @unless electing to displace a junior yardman.

(@ From Memorandum of Agreement Dated March 22, 1978.)

TRANSFERS TO BE ON OWN TIME AND EXPENSE

(6) When yardmen transfer from one "district seniority area" to another on their seniority division under the provisions of this Paragraph (j), it is understood that such transfers will be on their own time and without expense to the Company, except as provided in Article 27.

ELECTING UPON RECALL TO REQUESTED  
TERMINAL TO REMAIN AT POINT WORKING

\*(7) In the event a yardman, when recalled to the terminal he has a request in to return to, notifies the Trainmaster at that time that he desires to withdraw his request and remain where he is working, he may do so with the understanding he must thereafter remain at that point for six months under the provisions of this Paragraph (j).

In the event the yardman does not advise the Trainmaster he wishes to withdraw his request to return to the terminal where he was cut off, at the time he is notified of his recall, he will be required to accept the recall notice and will have five days within which to report.

(\*From Letter Agreement Dated February 9, 1965,  
Appendix 10.)

STAY AT HOME LEAVE

#(8) Notwithstanding the provisions of Paragraph (j) (4) of this Article 10, a yardman cut off in force reduction at one terminal and who cannot work as a yardman at that point, but who has sufficient seniority to work as a yardman or trainman at some other terminal must within five (5) days from date notified of his off-in-force reduction status, exercise his seniority as a yardman or trainman at some other point, or request stay-at-home leave on the forms provided in Trainmaster's office. Stay-at-home leave will be granted 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.

ARTICLE 10(j)(8) Cont.

A yardman failing to exercise his seniority at some other point, or request and be granted stay-at-home leave within five (5) twenty-four hour periods from the time notified of cut-off status, will result in being considered absent without leave, which will result in automatic forfeiture of all seniority rights, unless a written request is made by the individual for a formal investigation within ten (10) calendar days after expiration of the above referred to five (5) day period, except when because of sickness or injury the yardman is unable to report within the five (5) twenty-four hour periods. A copy of the notice to the individual concerning failure to exercise seniority at some other point or request and be granted stay-at-home leave within five (5) twenty-four hour periods will be promptly furnished the local chairman at the home terminal or cut-off location of the involved yardman.

A dual rights trainman-yardman who cannot work as a trainman or yardman at the terminal of his residence will be considered as a cut-off yardman at that point in line with the above paragraph.

It is understood that a yardman recalled to other than his home board must return to active service within five (5) twenty-four hour periods from the time notice from the Carrier is received that his stay-at-home leave is cancelled and his services are required. If recalled to his home board, the yardman must report within forty-eight (48) hours of receipt of said notice. Failure to report within the periods referred to in this paragraph will result in being considered absent without leave, which will result in automatic forfeiture of all seniority rights, unless a written request is made by the individual for a formal investigation within ten (10) calendar days after expiration of the periods referred to in this paragraph, except when because of sickness or injury the yardman is unable to report within the prescribed periods. A copy of the notice to the individual concerning failure to report as herein required will be promptly furnished the local chairman at the terminal where the yardman was granted the stay-at-home leave.

A yardman on stay-at-home leave awaiting recall to his home board may cancel same and go to another point to work when extra board is increased at that location, providing he makes written application for such work prior to increase of extra board. When extra board is increased, the yardman may displace a junior employe or take his place on the extra board.



A yardman who has cancelled stay-at-home leave under the above paragraph will not be allowed to apply for stay-at-home leave until again cut off in force reduction.

Yardmen cut off in force reduction from their home board and denied stay-at-home leave, will subsequently be allowed stay-at-home leave when junior yardmen residing at the point where they have exercised their seniority are cut off in force reduction.

(#From Memorandum of Agreement effective June 22, 1981.)

DUALIZATION OF SENIORITY  
YARDMAN-TRAINMAN

(k) \*(1) Effective June 15, 1959 dual seniority was made applicable to all prior rights trainmen and yardmen who accepted same as follows:

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

Trainmen on the Los Angeles Division South of Barstow with yardmen of the Los Angeles Division South of Earstow.

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 trainmen-yardmen's seniority roster, and also at the bottom of the consolidated Los Angeles Division yardmen-trainmen'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.

ARTICLE 10(k)(3)  
ARTICLE 10(k)(6)

\* (3) Effective December 1, 1961, all trainmen and yardmen holding seniority as yardmen on the Los Angeles Division consolidated yardmen-trainmen'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 trainmen or yardmen, whichever is the earliest. If a trainman and a yardman have the same seniority date, the yardman will be placed ahead of the trainman.

(\*From Understanding of November 8, 1961.)

(4) Effective October 1, 1963 dual seniority was made applicable to all prior right trainmen and yardmen who accepted same as follows:

Trainmen on First, Second and Third Districts, Albuquerque Division.

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

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

(5) Employes who have entered, or subsequently enter service as trainman or yardman on the territories in Paragraphs (1) and (2) hereof 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.

#### SENIORITY DISTRICTS

(6) The separate seniority districts for trainmen and yardmen in effect prior to dual seniority are not amended or changed in any manner. Trainmen 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 these agreements.

## SENIORITY ROSTERS

### CORRECTIONS OR OMISSIONS

(7) Separate seniority rosters for trainmen 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.

### APPLICATION OF ROAD OR YARD AGREEMENTS

(8) In the application of dual road and yard seniority as provided in Paragraphs (1) and (2) 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.

### TRANSFERS FROM ROAD TO YARD OR VICE VERSA

(9) Dual rights trainmen-yardmen will be required or permitted to transfer from road to yard, or vice versa, under the following conditions:

### INVOLUNTARY TRANSFER ROAD TO YARD OR VICE VERSA

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 trainman-yardman under schedule rules. Trainmen-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

ARTICLE 10(k)(9) Cont.  
ARTICLE 10(k)(10)

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.

It is understood that a request to return to their former service when their seniority will permit will not be construed in any manner as a voluntary transfer nor will they be required to remain at point of recall for any arbitrary amount of time prior to requesting a voluntary transfer to other service.

In the event a dual right trainman-yardman, when recalled to the terminal he has in a request to return to, notifies the trainmaster at that time that he desires to withdraw his request and remain at the terminal where he is working, he may do so with the understanding that he must thereafter remain at that terminal for three months under this Paragraph (k)(9).

VOLUNTARY TRANSFER ROAD TO YARD OR VICE VERSA  
WHEN CUT OFF IN OTHER SERVICE

(10) When a dual rights 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.

VOLUNTARY TRANSFER ROAD TO YARD OR VICE VERSA  
WHEN EXTRA BOARD IN DESIRED SERVICE TO BE INCREASED

(11) A trainman-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-trainman working in yard service desiring to transfer to road service on an increase of the extra board, will be governed by the following:

(A) 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.

(B) 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.

TRAINMEN-YARDMEN DESIRING TO TRANSFER TO REMAIN  
IN SERVICE TO WHICH TRANSFERRED FOR THREE MONTHS

(C) Trainmen-yardmen voluntarily transferring from road to yard, or vice versa, in accordance with Item (11) hereof 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 Paragraph (B). (See Appendix 11 Letter of September 23, 1974.)

ARTICLE 10(k)(11)(D)  
ARTICLE 10(k)(13)

MANNER OF SUBMITTING REQUESTS FOR TRANSFER AND  
RECEIPTING THEREFOR IN SAME MANNER AS BIDS

(D) \*Requests from yardmen to transfer to road service or conductors and trainmen to transfer to yard service must be submitted to the carrier twenty-four (24) hours prior to the time the adjustment is to be made. Requests submitted subsequent to the cut-off time will be honored at the time future adjustments are made. To eliminate any question as to when the requests were submitted, they will be receipted for in the same manner as bids. Any request not receipted for in this manner will be considered as receipted for when received in the trainmaster's office.

(\*From Letter Agreement Dated May 10, 1974. See Appendix 12).

TRAINMEN-YARDMEN TRANSFERRING FROM ROAD TO YARD OR  
VICE VERSA REQUIRED TO REPORT WITHIN 5 DAYS

(12) Trainmen-yardmen transferring from road to yard, or vice versa, under the provisions of Item (11) of this Paragraph (k) 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 (12) will result in the forfeiture of all seniority rights unless the five-day period is extended by proper authority.

Trainmen 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, or will be marked up on the extra board in the service to which transferred at time of reporting.

EMPLOYEES DESIRING TO TRANSFER WHO ARE  
ON VACATION AT TIME REQUEST HONORED

(13) \*When a yardman has in a request to transfer to road service or a trainman has in a request to transfer to yard service and is on vacation when the extra board is increased, he will be considered as released at the time the board is increased and his vacancy advertised at that time.

WITHDRAWING REQUEST FOR TRANSFER

When a yardman or trainman returns from vacation and is notified he has been transferred, he may at the time notified withdraw his request. Under such circumstances,

yardmen would be entitled to displacement rights under Article 12, Paragraph (cc) of the Yardmen's Agreement, and trainmen would be entitled to displacement rights under Article 17 of the Consolidated Roadmen's Agreement.

In the application of the above, conductors would be treated in the same manner as trainmen.

(\*From Letter Agreement dated April 19, 1974.)

#### DISPLACEMENT RIGHTS OF YARDMEN RETURNING TO YARD SERVICE

(14) #A yardman who has served the required length of time in road service and returns to yard service will be permitted displacement rights as provided in Article 12, Paragraphs (i) and (j) of the Yardmen's Agreement.

(#From Memorandum of Agreement dated December 5, 1972.)

#### LOCAL REPRESENTATION OF TRAINMEN AND YARDMEN

(15) It is understood that on a local basis, the designated local representative for trainmen will handle road matters. Likewise the designated local representative for yardmen will handle yard matters.

#### EBB AND FLOW BETWEEN TRAINMAN AND CONDUCTOR SERVICE

It is understood that the ebb and flow between trainman's service and conductor's service must be between employes working within the scope of those agreements, except as provided in Item (17) of this Paragraph (k).

#### PROMOTION

(16) @Trainmen acquiring yard rights under provisions of this agreement will be subject to promotion to engine foreman in the next scheduled class upon accumulation of 25,000 regular miles, exclusive of overtime and arbitrary miles, &in either yard or road service or a combination thereof regardless of the class of service in which engaged. Yardmen, acquiring road rights under the provisions of this agreement, must work 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

(@ From Memorandum of Agreement dated May 9, 1977.)

(& From Letter Agreement dated May 18, 1981.)

ARTICLE 10(k)(16) Cont.  
ARTICLE 10(k)(17)

grade of road service. @Trainmen/yardmen subject to promotion to engine foreman required to take examination at other than their terminal point will be allowed deadhead mileage.

BIDDING ON CONDUCTOR VACANCIES WHILE  
VOLUNTARILY WORKING IN YARD SERVICE

(17) \*A yardman-trainman 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 of the Consolidated Roadmen's Agreement and will be subject to forced assignment provisions of that rule, while working as yard helper.

FORCED ASSIGNMENT FROM YARD SERVICE  
TO CONDUCTOR SERVICE

\*When a senior man is forced assigned to a conductors' vacancy because of the junior man not being available account regularly assigned as engine foreman, the junior man must thereafter remain regularly assigned as engine foreman or he will be required to relieve the senior man who was forced assigned to a conductor's vacancy.

\*It is understood that in the application of the above only those employees who are regularly assigned to a position of engine foreman on a yard crew assignment are excepted from the forced assignment provisions of Article 17 of the Consolidated Roadmen's Agreement, and are precluded from bidding on a conductor's vacancy.

\*As to forced assignments, the provisions of this agreement apply only to yardmen-trainmen working in yards where extra board for yardmen is located at the source of supply for conductors.

(\*From Letters of Understanding dated September 23, 1974, Appendix 11, and June 11, 1975, Appendix 13.)

A yardman-trainman 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-trainman who has been promoted is working in road service at the terminal where the forced assignment is made.

#NOTE: A trainman cut off in road service who cannot hold a road job without changing to some other terminal may exercise his seniority in yard service and will be considered as forced

(@ From Memorandum of Agreement dated March 22, 1978.)



assigned to yard service under the Memorandum of Agreement dated September 14, 1967, and will remain in that status until such time as a junior yardman-trainman who has been promoted is working in road service at the terminal where he was forced assigned into yard service.

(#From Letter of Understanding dated February 17, 1971 on Interpretation of Memorandum of Agreement dated September 14, 1967.)

#### EXTRA BOARDS

(18) Separate extra boards covering road service and extra boards covering yard service, respectively, will be maintained and regulated in accordance with applicable schedule rules.

#### DEADHEADING IN EXERCISE OF DUAL SENIORITY TO BE WITHOUT EXPENSE TO COMPANY

(19) 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.

#### GENERAL

(20) It is understood and agreed that the terms of this agreement [dualization of seniority] shall not be construed in any manner as modifying or amending effective applicable schedule rules with respect to separation of road and yard work.

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.

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 10(1)  
ARTICLE 10(p)(1)

#### RATES OF PAY TO YARDMEN USED IN ROAD SERVICE

#(1) Except as provided in Dual Seniority Agreement, yardmen shall have no rights in road service. When road forces are exhausted and yardmen are used in road service, they will be paid under the road service rules at yard rates as stipulated in Article 1(d).

(# From Memorandum of Agreement dated December 5, 1972.)

#### USE OF YARDMEN TO PROTECT EMERGENCY SERVICE OR TEMPORARILY INCREASED WORK

(m) When the extra board is depleted and yardmen are needed to protect emergency service or temporarily increased work, senior available laid-off yardmen will be used provided there is sufficient time to call them without delay to the engine. If laid-off yardmen are not available under this Paragraph (m) regularly assigned yardman will be used to protect such emergency or temporary increased work if they so desire. A regularly assigned yardman who desires to work under this paragraph and by so doing makes himself unavailable for his regular job will have no claim for loss on his regular assignment.

#### RECALLED YARDMEN NOT REQUIRED TO TAKE PHYSICAL EXAMINATION

(n) Yardmen laid off by reason of force reduction and returned to service within a period of six months from date laid off will not be required to take a physical examination.

#### RETAINING AND ACCUMULATING SENIORITY WHILE FILLING POSITION OF YARDMASTER

(o) (1) Yardmen will be considered in connection with filling positions of yardmasters and assistant yardmasters. Yardmen promoted to yardmasters and assistant yardmasters will retain and accumulate seniority rights under this Agreement.

#### RETAINING AND ACCUMULATING SENIORITY WHEN ACCEPTING OFFICIAL POSITIONS

(2) Yardmen accepting official positions with the Company or organization shall retain and accumulate seniority rights.

#### PROMOTION OF YARD HELPER TO ENGINE FOREMAN

(p) (1) Yard helpers in service on February 16, 1944 who entered service on the seniority division where then employed prior to January 1, 1942, and who had not passed examination for promotion to foremen, were required to either take examination for promotion within sixty days from February 16, 1944 or forfeit all rights to

promotion. Yard helpers referred to in this Paragraph (p), if they elected to take examination for promotion were, if they passed examination for promotion, given a seniority date as foreman as of the date of passing the examination. Helpers referred to in this Paragraph (p) who passed examination were ranked as foremen among themselves in accordance with their rank as helpers. Yard helpers referred to in this Paragraph (p) who failed to pass examination for promotion and those who refused to take examination forfeited all rights to promotion but retained seniority as yard helpers.

(2) Yard helpers in service on February 16, 1944 who entered service on the seniority division where then employed on and after January 1, 1942, and who had not passed examination for promotion to foreman were, when they had acquired twelve months' service as yard helpers on the seniority division where employed, called up for examination for promotion to foremen with the next class called up after they acquired the necessary twelve months' service.

(3) Yard helpers who entered the service after February 16, 1944 were called up for promotion to foreman in accordance with their seniority standing as yard helpers on the seniority division where employed provided they have \*25,000 regular miles, exclusive of overtime and arbitrary miles, in the aggregate as yard helper.

#(4) Effective June 1, 1981, trainmen-yardmen will be subject to promotion to engine foreman in the next scheduled class upon accumulation of 25,000 miles in either road or yard service, or a combination thereof, regardless of the class of service in which engaged. Classes will be conducted semi-annually in April and October of each year, based on accumulated combined mileage as of December 31 of the preceding year and June 30 of the current year, for the respective classes.

NOTE: The foregoing is not applicable to trainmen on the former Arizona Division.

(5) Yard helpers who fail to pass examination on their first attempt shall forfeit all rights for promotion for a period of six months. They will be given a second examination with the first class that is called up after six months from the date of the first examination. If they fail to pass examination for promotion on the second attempt, they will forfeit acquired seniority as helper and be given a new date as helper as of the date of failure to pass examination; and such yardman will not be eligible for further examination for promotion until after being given a new seniority date he has acquired 25,000 regular miles, exclusive of overtime and arbitrary miles, in either road or yard service, or a combination

(\* Changed by Memorandum of Agreement dated May 9, 1977.)

(#Amended by Memorandum of Agreement Dated May 18, 1981.)

ARTICLE 10(p)(5) Cont.  
ARTICLE 10(p)(11)

thereof, regardless of the class of service in which engaged.  
@Yardmen subject to promotion to engine foreman required to take examination at other than their terminal point will be allowed deadhead mileage.

(6) Yard helpers who pass examination in the same class shall establish seniority rank as foremen as of the date of passing examination with the same relative standing among themselves that they hold as helpers.

(7) Yard helpers who are prevented from taking examination in their turn by reason of the requirements of the Company's service, by sickness, or by other proper leave of absence, shall, upon their return, be immediately called and required to take examination and if they then pass shall hold the same relative standing on the foremen's seniority list as they hold on the yard helpers' list.

(8) If at any time a situation should arise whereby the number of foremen is not sufficient to meet the requirements of the service and there are no helpers who have acquired \*25,000 miles the Company reserves the right to waive the \*25,000 miles requirement stated in Paragraph (p) of this Article 10 and may call up for examination for promotion yard helpers who have not had \*25,000 miles provided the yard helpers are agreeable thereto. A yard helper called up for examination for promotion under this Item (8) will be considered as having taken his first examination and will be subject to the provisions of Items (5) and (6) of this Paragraph (p) of Article 10. Yard helpers called up and passing examination for foreman in other than their turn on the helpers' seniority list as provided in this Paragraph (p)(8) will be given a seniority rank as a foreman on the basis of their relative standing on the helpers' seniority list with regard to senior helpers, who were not called in or take their turn for promotion because of not having had \*25,000 miles, and who are later promoted on first examination.

(\*Changed by Memorandum of Agreement Dated May 9, 1977.)

(9) Seniority as foreman will be separate and apart from that of helper.

(10) Yardmen who for any reason are demoted as a yard foreman will retain other rights as a yardman under this agreement.

#### YARDMEN PHYSICALLY DISQUALIFIED FOR PROMOTION

(11) Yardmen who are physically disqualified for promotion to rank as foremen, or from continuing in service as such, will, if their seniority permits, be continued in service as helper, provided their disability does not unfit them for service as helper.

(@ From Memorandum of Agreement dated March 22, 1978.)

ARTICLE 10(p)(12)  
ARTICLE 11(e)

YARDMEN RESTRICTED FROM SERVICE

(12) Yardmen who are restricted from the service to which assigned will be given a displacement right under the provisions of Paragraph (i), Article 12 within three (3) days from date of notification by the Superintendent of restriction.

(13) When the restriction is lifted, the yardman will be given a displacement right, under the provision of Paragraph (i) of Article 12, in service from which previously restricted within three (3) days from the date of notification by the Superintendent that the restriction has been lifted.

ARTICLE 11

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 as employe representative, will be limited to not 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) Yardmen, 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) Yardmen 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.

(\*From Article XII of UTU National Agreement dated August 25, 1978.)

ARTICLE 11(f)  
ARTICLE 11(g)

#### LAYING OFF ACCOUNT ILLNESS OR INJURY

#(f) In a lay off of fifteen days or less duration account illness or injury, verbal contact will be made with Carrier's designated representative. When lay off is to exceed fifteen days, account illness or injury, a doctor's recommendation must be presented in an employe's behalf within the following fifteen-day period, to avoid being subject to absence without leave, indicating the inability of the employe to perform his normal duties in which case no formal leave of absence will be required to cover the period of time contained in the doctor's recommendation. An employe confined to a hospital will not need such recommendation to cover this period of confinement, but after release from the hospital will present either a recommendation indicating ability to return to unrestricted service or provide in his behalf a recommendation from his attending physician to remain off duty for an approximate period of time, which period need not be covered by formal leave of absence, but must be presented in his behalf within the period specified. Any doctor's letter of recommendation which does not contain a specific period of time will be limited to 45 days from the date of issuance.

In each instance when, in the attending physician's opinion, an employe is unable to return to unrestricted service, another recommendation must be presented in behalf of the employe prior to the expiration of the period of time covered by the prior recommendation. Failing to do so will subject the employe to absence without leave. During this period(s) of time, employe is forbidden from engaging in outside employment or business unless written authority is granted by the Carrier.

An employe whose continuous absence extends beyond one year will be required to submit formal leave of absence request for such period(s).

(# From Memorandum of Agreement dated May 18, 1981.)

#### LAYING OFF FOR OTHER THAN ILLNESS OR INJURY

@(g) Employes desiring to lay off for other than illness or injury must first obtain permission to do so by filling out "Request for Lay-Off" form which is available at all points where employes go on and off duty. The employe should stipulate the number of days for which absence is desired but when granted permission to lay off until report, this will cover either a one-day period or up to, but not exceeding, fourteen days. This will not prevent marking up in less time, of course, but the employe must in all instances notify the crew clerk when he wishes to mark up. The above form must be executed by the employe when at yard office or crew office, but may be filled in by the crew clerk if request is handled via telephone;

however, the form as prepared will be the permanent record covering the period for which lay off was granted. An employe failing to mark up within the time stipulated on the "Request to Lay-Off" form who does not secure proper extension will be considered as absent without proper leave and handled accordingly.

(@ From Memorandum of Agreement dated May 18, 1981.)

NOTE (1): Stay at Home Leave Agreement is contained in Article 10(j)(8).

NOTE (2): Personal Leave Days, applicable to road service not subject to holiday provisions of June 25, 1964 National Agreement contained in Crew Consist Agreement, Appendix 2.

## ARTICLE 12

### EXTRA BOARDS

#### FILLING VACANCIES, TEMPORARY OR PERMANENT DISPLACEMENTS AND DISPLACEMENT RIGHTS

(a) Local officials of the Company and local chairmen shall decide whether extra board will be a seniority board or a rotary board. When the method of handling extra employes has been changed from a seniority board to a rotary board, or vice versa, such change will remain in effect for at least one (1) year and thereafter subject to change by agreement between local officials of the Company and interested local chairmen.

#### YARDMEN WORKING FROM SENIORITY EXTRA BOARD

(b) Where a seniority board is maintained, the senior extra helper will perform the extra helper work except as otherwise provided in Paragraph (k) Items (4) and (5) of this article. Where the senior extra helper has worked one trick he will not be permitted to go on duty again until a period of twelve (12) hours has elapsed from the time he was released from previous duty unless other extra helpers are not available.

NOTE (1): On the Fourth District of Albuquerque Division an extra yardman will not be permitted to start a deadhead trip until after the expiration of twelve hours except when other extra yardmen are not available.

ARTICLE 12(b) Cont.  
ARTICLE 12(d)(1)

NOTE (2): When two or more yardmen are used with less than 12 hours off, the senior yardman will be used when both are in the same category; that is, when a yardman is rested he will be in a different category from a yardman not rested. A yardman who has been off 3 hours will be in the same category as a yardman doubling; that is, the yardmen in the category of having 8 hours or more off will be used first in seniority order. The yardmen with between 3 and 8 hours off will be used in seniority order, after which the doublers will be used.

#### YARDMEN WORKING FROM AND MARKED TO ROTARY EXTRA BOARD

(c) Where a rotary board is maintained extra yardmen will work first in first out, except as otherwise provided in Paragraph (k) Items (4) and (5) of this article. The time an extra yardman goes off duty in any yard, completing the vacancy for which called, will determine his standing on the extra board. Should two or more extra yardmen go off duty at the same hour, completing the extra work for which called, they will be marked on the board in the order in which they had previously been placed on duty.

Extra yardmen doubling from one assignment to another off of a rotary extra board, will take their standing on the board as of bulletined tie-up time of the assignment.

When extra yardmen and yardmen holding temporary vacancies or permanent assignments stand to go to the extra board at the same time, the extra yardmen will be marked first, yardmen on temporary vacancy next, and yardmen on regular assignment last out on the extra board.

An extra yardman called and not used will retain the position he held on the extra board at time of call.

#### REGULATIONS OF YARDMEN'S EXTRA BOARD

(d) (1) The number of yardmen maintained on an extra board will be regulated by the number of extra yardmen needed for the protection of the service, but when those maintained on an extra board do not work an average of nine days in a payroll period, the number of extra yardmen will be reduced, upon request of the Local Chairman, so that the number of yardmen on the board will work an average of nine days in a payroll period. If the yardmen on the extra board work an average of more than twenty days per calendar month, additional yardmen may be added to the extra board if



laid-off yardmen or others are available, provided that the addition will enable those on the board to work at least an average of nine days in a payroll period.

In the regulation of the days worked under this Paragraph (d)(1) neither the minimum nor the maximum is guaranteed. In the regulation of the days worked under this Paragraph (d), the Local Chairman and Company representative will check the records on the 1st and 16th of each month in order to determine the number of days that the extra board has made.

#### YARDMEN'S GUARANTEED EXTRA BOARDS

(Applicable at all points except Los Angeles)

\*(2) Yardmen standing for service on the extra board for the entire week will be compensated for not less than five (5) days, exclusive of personal lay-offs. An employe on the board less than the full calendar week, commencing with 12:01 A.M. on Monday, because the Carrier either decreases or increases the number of yardmen assigned thereto will be compensated for the full calendar days of the week he remained on the board with a maximum of five; however, employes moving to or from the board in the exercise of seniority and/or displacements will not be subject to the guarantee.

In application of the above it is hereby agreed:

Deadheading will not be used in computing minimum of five (5) days.

When time on duty during shift exceeds eight hours incurring payment of overtime, only 100 miles will be charged against guarantee.

The following will be included in computing minimum of five (5) days:

##### Holiday Pay

A time and one-half day (as 150 miles)

One day for all road service performed on each calendar day. (100 miles)

The Carrier has the exclusive right to regulate the guaranteed extra board.

ARTICLE 12(d)(2) Cont.

ARTICLE 12(d)(3)

For the purpose of computing days on the extra board, to be available an employe must have been marked up for the full calendar day, commencing at 12:01 A.M.

NOTE: Yardmen missing a call for yard service under this rule will be considered as having laid off for that shift and therefore subject to loss of one day's guarantee.

(\* From Letter of Understanding Dated April 27, 1978.)

LOCAL AGREEMENT APPLICABLE AT WINSLOW ONLY:

#### GUARANTEED FOREMEN'S EXTRA BOARD

(3) Extra foremen on the Winslow Yard Foremen's Extra Board will have a guarantee of five days' per week during the life of this agreement, exclusive of personal layoffs. Overtime, penalties and arbitraries are not to be used in computing the minimum of five days, a day at time and one-half to be counted as one day.

This extra board is to be established in the following manner: Vacancies will be advertised in accordance with agreement rules and written bids will be accepted by the Trainmasters' Office at Winslow for this board from yardmen at Winslow and qualified engine foremen working as brakemen on the Second and Third Districts of the Albuquerque Division. In the absence of written bids, the vacancies will be filled by:

(A) The junior qualified foreman not assigned as such in the Winslow Yard. Failing this,

(B) Using the road brakemen's seniority roster, the junior qualified unassigned foreman on the Second and Third Districts of the Albuquerque Division, in road service working as brakeman shall be assigned.

Once established, this board may be increased thereafter by the same procedures as outlined when establishing the board.

The following are points of agreement for maintenance and handling of this board:

ARTICLE 12(d)(3) Cont.

Engine foreman, pilot and herder vacancies of less than four days shall be protected on a day-to-day basis in accordance with the following sequence:

- (a) By the senior qualified foreman working as helper on the same crew (not applicable to extra engines, pilots and herders).
- (b) The senior qualified extra foreman going to work at that designated starting point within the same spread of starting time hours (6:30 AM to 8:30 AM; or 2:30 PM to 4:30 PM; or 10:30 PM to midnight).
- (c) From the foremen's extra board.
- (d) From the yard helpers' extra board.
- (e) If no available qualified foreman is on the yard helpers' extra board, the youngest qualified foreman not assigned as foreman will fill the vacancy.

No less than two engine foremen shall be maintained on the Winslow Extra Board the entire week, if they are available, otherwise the number of men on the board shall be determined by the Company, which shall have the right to discontinue it when there is no further need for Engine Foreman's Extra Board. When the need arises and the board is re-established in accordance with the terms of this agreement, there shall be a minimum of two men placed thereon.

Any reduction of foremen on the extra board at Winslow shall be made on Monday of each week at 10:00 AM. (The junior man, or men, will be cut off, except that a senior man on the board who has been "forced" to the board, or to a regular job who has written request on file to be released to exercise seniority will be released.)

The number of foremen may be increased at any time with the understanding that foremen placed on the board after Monday shall receive the guarantee for the remaining number of days of the week, not to exceed five.

A foreman displaced from the extra board due to a senior employe exercising seniority shall be compensated for the full calendar days he is on the board, with a maximum of five days.

ARTICLE 12(d)(3) Cont.  
ARTICLE 12(g)(1)

A foreman force assigned to the board shall be compensated for any deachead involved.

A foreman on the extra board is to be considered the same as on a regular foreman assignment and not subject to forced assignment under Article 12, Paragraph (m).

Men on foreman extra board will be used as helpers at foreman rate of pay when the yardman extra board is depleted before resorting to emergency measures, such as going to the road extra board for extra helpers.

If a man lays off during the work week, the actual calendar days on which he is not available for a full 24-hour period, count against the guarantee.

(From Memorandum of Agreement effective November 1, 1977.)

NOTE: See Appendix 14 for Letter of Understanding dated February 23, 1978 concerning protection of trainman when forced assigned under this agreement and prevented from accumulating 60,000 road freight miles for promotion to conductor.

#### PREFERENCE OF WORK

(e) The rights to preference of work will be governed by seniority.

#### FILLING VACANCIES ON A DAY-TO-DAY BASIS FROM THE EXTRA BOARD

(f) Where extra yardmen on a seniority board are being marked up to go to work in the same spread of hours, the senior extra yardman may elect which of the assignments he desires provided he makes such want known at the time the board is marked up.

(g) (1) A crew board shall be kept in each yard office upon which assigned crews and extra yardmen shall be marked. The board will be marked at a designated hour daily (which hour shall be determined by the Superintendent or Trainmaster) for a twenty-four hour period. In case a vacancy occurs after the board has been marked up the extra yardmen marked up on assignments will not be changed but vacancy will be filled with senior extra yardman who has not been marked up for an assignment where seniority board is maintained and by the yardman standing first out on the extra board where rotary board is maintained, provided in each instance there is sufficient time to call him without delay to the engine.

ARTICLE 12(g)(2)  
ARTICLE 12(h)(2)(A)

(2) In cases where a vacancy occurs after the board has been marked up and the extra board is exhausted, the senior extra yardman where seniority board is maintained or the first out extra yardman where rotary board is maintained who have already been marked up for an assignment on a succeeding shift will be used and his vacancy filled from the extra board. If extra board is exhausted Paragraph (m) of Article 10 will apply. Yardmen will not be permitted to lay off after the board is marked up except in emergency cases such as sickness or accident, in which event not less than two (2) hours notice must be given. Yardmen laying off desiring to resume duty must report before the board is marked up.

NOTE: In the application of Paragraphs (b), (c) and (g) of this Article 12, extra yardmen called off the Phoenix Board to deadhead, to fill assignments at Prescott or Ash Fork, may be required to fill more than one vacancy at such outlying point, but where required to fill more than one vacancy which holds him away from the home station ten days, he will be relieved (upon making a written request to the Assistant Superintendent, or official in charge of the extra board) by the extra yardman first out on the extra board.

If the extra board is exhausted the yardman at the outlying point will be required to remain there until an extra yardman is available.

Payment for the deadhead service involved will be made for the first and last deadhead trips only.

(h) (1) In each yard understandings shall be had between local Company officials and local chairmen as to the manner in which extra yardmen shall show up or call in to protect vacancies which the extra yardmen are marked up to protect, as well as the manner in which extra yardmen shall be called to protect vacancies which occur after the board is marked up.

(2) LOCAL AGREEMENTS APPLICABLE AT SAN BERNARDINO YARD ONLY:

(A) A yardman laying off before the completion of the shift on which he is working will not be permitted to mark up until eight (8) hours after the regular scheduled tie up time of the assignment on which he was working.

(From Letter of Understanding Dated October 2, 1967.)

ARTICLE 12(h)(2)(B)

(E) Yardmen's extra board will be marked three (3) times daily, extra board to be marked at 5:00 A.M., 1:00 P.M., and 9:00 P.M.

Yardmen who live within the recognized calling distance, which is a one mile radius, may be called by caller or by telephone if listed, if unable to contact yardman by telephone who live within the recognized calling distance, caller must be sent to calling place.

Yardmen who live outside of the recognized calling distance, will be called by telephone if listed at the expense of the Company, under the present rule in effect on this property. If yardman makes request to be called by any other manner, the expense must be borne by the yardman making the request.

Yardmen on the extra board who stand to work an assignment at the time the board is marked will be considered as missing a call if not contacted one (1) hour before the assignment called for, is due to go on duty, at which time they will be considered as missing a call and will be marked to the foot of the extra board at the time the assignment called for is due to go on duty. Yardman, missing a call will go to the foot of the extra board behind the yardmen, tying up at that time.

Yardmen, who do not stand for an assignment at the time the extra board is marked and cannot be contacted within one (1) hour before the assignment is due to go on duty will not be considered as missing a call and will retain their place on the extra board. This will not in any way license an extra yardman against the compliance with Rule 752, reading as follows: "Those subject to call for duty will be at their usual calling place, or leave information as to where they may be located."

Yardmen, will be given at least a one (1) hour notice before the assignment called for is due to go on duty, except in case of washout, wreck, or an act of Providence, in which event yardman will be given as much advance notice as possible. Yardmen, who desire a longer period of notice must file his request with the crew dispatcher's office and have same listed on his calling card.

Yardmen used on other than their regular assignment must be notified of the change made.

(From Letter dated September 3, 1956.)

ARTICLE 12(h)(3)  
ARTICLE 12(h)(4)

(3) LOCAL AGREEMENT APPLICABLE AT STOCKTON-MORMON YARD ONLY:

Understanding as to the manner that yardmen will be marked up to protect vacancies has been agreed to:

(A) Will continue to have a rotary extra board, and all vacancies will be marked up each day at 1:00 P.M. for a 24-hour period. Extra yardmen will call crew clerk between 1:00 P.M. and 2:30 P.M. each day to obtain standing. If extra board is exhausted at 1:00 P.M. markup regular yardmen on extra board roster will be used on their days off.

(B) Extra board yardmen not marked up to work at the 1:00 P.M. markup must be available for work between the following hours:

- (1) - 2:30 PM to 4:15 PM
- (2) - 10:30 PM to 12:15 AM
- (3) - 6:30 AM to 8:15 AM

\*(C) Extra board yardmen missing call to work as provided for under the third paragraph hereof will be placed to bottom of extra board list, and will be considered as losing guarantee as provided for in Article 12, Paragraph (d)(2).

(\* Amended by Letter Agreement dated April 27, 1978.)

(D) Vacancies developed during actual working hours, other than as provided for under Item (B) of this agreement, will be filled as follows:

- (1) Available extra board man
- (2) Regular men on "extra board roster" with 8 hours to work
- (3) Out off yardmen

(From Letter Agreement Effective February 22, 1973.)

(4) LOCAL AGREEMENT APPLICABLE AT STOCKTON-MORMON-RIVERBANK YARDS ONLY:

Yardmen on the first or second shift whose assignments are abolished may make a displacement prior to the 1:00 P.M. mark up to be effective at the close of shift. This displacement will be restricted to the first shift assignments only.

(From Letter of Understanding dated December 16, 1976.)

ARTICLE 12(h)(5)  
ARTICLE 12(h)(8)(B)

(5) LOCAL AGREEMENT APPLICABLE TO RICHMOND YARD ONLY:

Marking of the extra board will be advanced to two-hours (2') ahead of the on-duty times instead of the present one-hour thirty (1'30"). Also to fill a vacancy in an emergency, anyone living a distance greater than 55 miles, or if it takes more than one-hour to get to work, will be run-around, with no penalty due. However they will maintain their position on the extra board.

(From Memorandum of Agreement effective October 3, 1975.)

(6) LOCAL AGREEMENT APPLICABLE AT BARSTOW ONLY:

In handling of extra men on the yardmen's board, Barstow, that whenever the occasion may arise whereby the Carrier is compelled to pay penalty time to secure the service of a yardman from the extra board, that such yardman standing first out will be used, regardless of the number of days worked in present work week.

(From Memorandum of Agreement dated February 24, 1959.)

(7) LOCAL AGREEMENT APPLICABLE AT GALLUP ONLY:

Effective 1:00 P.M., Friday, December 12, 1969 we shall return to marking the Gallup yardmen's extra board at 1:00 P.M. each day.

(From Letter of Understanding dated December 31, 1969.)

YARDMEN USED TO FILL VACANCIES IN ROAD SERVICE

(8) LOCAL AGREEMENT EFFECTIVE AT LOS ANGELES ONLY:

When trainmen are not available for must-fill vacancies in road freight service under the Crew Consist Agreement or passenger service, yardmen will be used. When it becomes necessary to use employes holding status as yardmen, regular or extra, in road service, the following shall apply:

(A) Yardmen who desire to be used for temporary or emergency road service shall make a written application to the crew dispatcher or other designated representative of the Company at Los Angeles. To be eligible for passenger service, the employe must have a uniform.

(B) The use of yardmen in road service shall be in seniority order based upon the applications on file as referred to in Section (A), subject to being full rested under the Hours of Service Law.



(C) When a yardman has been used for road service under this Agreement, he shall be released from such service when he returns to Los Angeles. He will be placed back on his yard assignment or in extra status, where he was when called upon his release. Meanwhile, when working temporarily in road service, he shall take all the conditions of the road service which he performs, and the rates of pay provided in Article 1(d) shall be allowed.

(D) Should it develop the yardman who performs temporary or emergency road service is not returned to the point where he holds a regular assignment and released from temporary road service in sufficient time for him to perform work on his regular yardman assignment, it is understood the Company shall not be penalized for the loss incurred in yard service caused by the employe's temporary use in road service.

(E) Under this agreement, a yardman who declines by the calling time of the road assignment, will not be penalized or disciplined except he will not be called again for a period of 24 consecutive hours.

(F) Under this agreement, a yardman who cannot be reached by the calling time of the road assignment, will not be penalized or disciplined except he will not be called again for a period of 24 consecutive hours unless all applicants for this service have been called.

(G) After the 24 hour period, they will go back in their seniority turn as before. A yardman who voluntarily withdraws his application cannot submit another for 24 hours after the withdrawal of his application.

(From Local Agreement dated December 16, 1981.)

#### DISPLACEMENTS AND DISPLACEMENT RIGHTS

(i) (1) A yardman losing his assignment by reason of it being discontinued or being taken by one his senior will be entitled to any assignment (position) held by a yardman his junior, but must make written declaration within three (3) twenty-four hour periods from the time notified of displacement or automatically be marked up on the extra board. Except as provided for in Paragraph (i) Items (8) and (9) of this Article 12, yardmen will not be permitted to work on the extra board during the three-day period without waiving displacement right.

(2) When a yardman has a displacement and elects to displace on an assignment where there are two or more yardmen his junior, he must displace the junior yardman on that assignment.

ARTICLE 12(i)(3)  
ARTICLE 12(i)(9)

#### DISPLACING ON REGULAR JOB AND TEMPORARY JOB AT SAME TIME

(3) A yardman with displacement rights will be permitted to displace on a regular job and a temporary job at the same time, if his seniority permits, but must assume duty on the temporary and remain thereon in accordance with Article 12, Paragraph (s).

#### DISPLACING ON TEMPORARY VACANCIES ROTATED FROM EXTRA BOARD

(4) Yardmen with displacement rights will be permitted to displace on temporary vacancies that are rotated from the extra board due to no bids having been received. New yardmen entering service may place themselves on such rotating vacancies if they so desire.

#### PROCEDURE FOR MAKING DISPLACEMENTS

(5) When a yardman is notified by caller that he has been displaced he may make written displacement at that time and give it to the caller. If notified by telephone, he may make displacement by telephone provided he knows the assignment on which he desires to displace and same is confirmed in writing before going on duty. Crew clerk will not be required to furnish information as to assignments held by junior employes.

(6) Yardman having a displacement right under this paragraph will be permitted to displace a junior yardman who is assigned by bid to a vacancy that closes out during three day period in which his displacement right is in effect.

(7) A yardman having a displacement right under this paragraph, and desires to displace on an assignment where there are two junior yardmen protected with a one-man relief, and the helpers on that assignment have different days off, will be permitted to displace either of the junior helpers assigned thereto.

#### PERMITTING YARDMEN NOT NOTIFIED OF DISPLACEMENT TO BE ASSIGNED TO EXTRA BOARD FOR ONE DAY

(8) A yardman losing an assignment by reason of its cancellation or as result of seniority changes and not notified in time to make displacement before board is marked up will, if he so desires, be assigned to the extra board for one day before making permanent displacement. A yardman will not be permitted to start two shifts on the same calendar date when making a displacement.

(9) A yardman returning to his regular assignment from a temporary assignment will be considered as making a displacement and will not be permitted to start two shifts on the same calendar date.

DISPLACEMENT RIGHTS WHEN RETURNING FROM YARDMASTER SERVICE

(j) Yardmasters being displaced and returning to yard service, will be handled under the provisions of Paragraph (i) the same as if they had been in yard service at the time of displacement.

Interpretation on Paragraph (j) above as to the question of under what conditions an employe holding rights as a yardman may return from service of yardmaster to yardman:

(1) Where a yardmaster relinquishes assignment as such and indicates a desire to return to the ranks of yardman, he is eligible to be placed only on the Yardmen's Extra Board at the outset and the acquisition of assignment as yardman will be on the same basis as is applicable to others on the Yardmen's Extra Board.

(2) Where a regularly assigned yardmaster loses his assignment as such by reason of it being discontinued or by reason of being displaced therefrom by a senior yardmaster, he will be entitled, after he can no longer hold a regular assignment as yardmaster or a temporary vacancy as yardmaster as referred to in the Yardmaster's Agreement on basis of seniority as yardmaster, to exercise a seniority displacement right as yardman provided that exercise of seniority is within three 24-hour periods from the time notified of displacement in line with Paragraph (i) of Article 12 of the Yardmen's Agreement.

(3) Where a yardmaster is protecting his seniority as yardmaster on basis of a temporary vacancy as yardmaster, he will, upon being relieved from such assignment as yardmaster, be entitled to return to his former assignment as yardman unless, while protecting the temporary vacancy as yardmaster, he obtains a different assignment as yardman through the process of bidding.

YARDMAN DISPLACED FROM YARD ASSIGNMENT  
WHILE WORKING AS YARDMASTER

A yardman holding a regular assignment, working a temporary vacancy under Article IV, Section 2 of the Yardmasters' Agreement, during which time his regular yard assignment is discontinued or he is displaced therefrom by a senior yardman, must make written displacement within three (3) 24-hour periods from the time notified of displacement; however, he will be allowed to remain on the yardmaster vacancy until relieved and after three days his yard assignment will become a temporary vacancy.

ARTICLE 12(k)  
ARTICLE 12(k)(4)

#### NEW ASSIGNMENTS AND PERMANENT VACANCIES

##### SWITCHTENDER

(k) (1) In filling vacancies in the position of switch tender such vacancies shall be given to yardmen, from same seniority division, disabled in the service of the Company when their disability does not unfit them for such service. Disabled yardmen desiring to be considered in line for such position may file application with the proper officer of his division. A disabled yardman when reporting for work may displace any senior or junior non-disabled yardman who is filling position of switchtender on the same seniority division.

A disabled yardman may displace a junior disabled yardman working as switchtender regardless of whether there are or are not non-disabled men working as switchtenders.

##### BULLETINING NEW POSITIONS AND PERMANENT VACANCIES

(2) New positions and permanent vacancies will be bulletined for three 24-hour periods in places accessible to yardmen affected and assignment made within twenty-four (24) hours after bids close, if successful bidder is available. Assignment bulletins shall be posted within two (2) hours of time bids close, advising name of successful bidder.

Pending assignment of successful bidder, such positions or vacancies will be protected by extra yardmen under provisions of this Article 12.

A yardman, as successful bidder on an assignment, will not be permitted to start two shifts on the same calendar date, except as provided for in Paragraph (j) of Article 10.

##### ACKNOWLEDGEMENT OF BIDS

(3) Yardmen when submitting bids, will have yardmaster or crew clerk's signature on a carbon copy of bids for the acknowledgement of receipt.

##### PROTECTING NEW ASSIGNMENT

(4) When a yardman bids in a new assignment, he must protect the assignment for at least one shift before he can give it up and take the extra board; when a yardman gives up an assignment and takes the extra board, he must remain thereon for at least twenty-four (24) hours before he can take another regular assignment;

however, in the event a yardman bids in a new regular assignment during the 24-hour period, he will be permitted to work from the extra board after the assignment is made only under the conditions set forth in Paragraph (bb) of this Article 12.

An employe on a regular or regular relief assignment or temporary vacancy in yard service who takes another regular or regular relief assignment or temporary vacancy in yard service will be permitted to go on the assignment of his choice and will take the conditions of his new assignment of his choice. Time worked in excess of five days as a result of this change of assignments will be paid for at the pro rata rate.

An employe on a yard extra board who takes a regular or regular relief assignment in yard service will be permitted to go on the assignment of his choice and will take the conditions of that assignment.

An employee on a regular or regular relief assignment who goes on an extra board will take the conditions attached to the extra board, but will not be permitted to work more than five straight time eight-hour shifts, as referred to in Item (4) hereof, in the work week starting with the Monday in which the change is made.

(5) Except as provided in Item (4) of this Paragraph (k) employes, regular or extra, will not be permitted to work more than five straight time eight-hour shifts in yard service (excluding the exceptions from the computations provided for in Paragraphs (b) and (d) Article 3), in a work week, unless the extra board has been exhausted and the exigencies of the service require the use of additional yardmen, in which event senior regularly assigned yardmen shall be used in accordance with Article 10, Paragraph (m).

(6) A yardman as successful bidder on a helper assignment will be considered available for foremen's vacancies in accordance with Paragraphs (o), (p) and (q), of this Article 12, on date assignment is made.

FILLING PERMANENT VACANCIES OR NEW POSITIONS WHEN NO  
BIDS RECEIVED FOREMAN, PILOT OR HERDER

(1) If no bids are received for permanent vacancies or new positions, in the position of foreman, pilot or herder, the vacancy will be filled by the junior qualified foreman not assigned as such in the yard where the vacancy exists. 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.

ARTICLE 12(1) Cont.  
ARTICLE 12(1)(1)

When a junior foreman is assigned to a regular foreman's job because of no bids received, he will not be permitted to either bid in a helper's job or give up the foreman's job until such time as a junior foreman becomes available.

This will not prevent the junior foreman, assigned account no bids, from bidding on other advertised regular foreman vacancies.

When a yardman is assigned to a regular relief assignment and works two days of his week as a foreman and three days of his week as a helper, he will be classified as a foreman and should not be considered in filling foremen's vacancies account no bids received.

(1) LOCAL AGREEMENT APPLICABLE AT LOS ANGELES ONLY:

There will be no forced assignments on bulletined jobs closing out on the days off of the assignments account no bids received. These assignments will be readvertised.

A regular helper forced assigned to a foreman vacancy will be protected on his former assignment the first day of the forced assignment, unless he has reported or been notified, and acknowledges his new assignment, in which case he will work his new assignment.

A yardman forced assigned from the extra board will be protected the first day of the assignment on the extra board, unless he has been notified or acknowledges his new assignment, in which case he will work his new assignment.

If a forced assignment of a foreman or helper is made on the days off of the party involved, he will be placed on the lay-off board and protected on the Yardmen's Extra Board, in the same spread of hours and location where possible, the first day following the days off of his old assignment, unless he has reported or been notified of his new assignment, in which case he will work his new assignment.

\* \* \*

\*There will be no forced assignments on bulletined jobs closing out on day prior to days off of first trick assignments account no bids received. These assignments will be readvertised.

(From Local Agreement dated April 28, 1967.

\* Added By Letter Agreement dated March 28, 1969.)

(2) LOCAL AGREEMENT APPLICABLE ON SAN FRANCISCO TERMINAL ONLY:

Concerning Paragraphs (1) and (m) of Article 12, San Francisco Terminal Division will be considered as one yard in filling vacancies for foremen, pilots, herders and helpers when no bids are received for such positions.

(From Letter Agreement dated February 20, 1953.)

(3) LOCAL AGREEMENT FOR BARSTOW ONLY:

There will be no forced assignments on bulletined jobs closing out under Article 12, Paragraphs (m) and (n), on the days off of the assignments account no bids received. These assignments will be readvertised.

(From Letter Agreement effective August 23, 1968)

(4) LOCAL AGREEMENT FOR SAN BERNARDINO ONLY:

At San Bernardino, there will be no forced assignment on bulletined jobs closing out on the day off of the assignment account no bids received. These assignments will be readvertised.

In addition, there will be no forced assignment on bulletined jobs closing out on day prior to days off for assignments working first shift account no bids received. These assignments will be readvertised.

(From Letter Agreement effective March 25, 1971)

FILLING PERMANENT VACANCIES OR NEW  
POSITION WHEN NO BIDS RECEIVED

HELPER

(m) If no bids are received for permanent vacancies or new positions, in the position of helper, the vacancy will be filled by the junior unassigned helper (extra man) in the yard where the vacancy exists. 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.

When a junior unassigned extra man is assigned to a regular helper's job because of no bids received, he will not be permitted to waive the job and take the extra board until such time as a junior extra yardman becomes available.

ARTICLE 12(m) Cont.

ARTICLE 12(n)

This will not prevent the junior helper, assigned account no bids, from bidding on other advertised regular vacancies.

NOTE: See Paragraph (l) for local agreements in effect at Los Angeles, San Bernardino, Barstow and on the former San Francisco Terminal Division.

#### TEMPORARY VACANCIES

\*(n) Temporary vacancies will be filled after three days by the senior man making written request before the board is marked up on the third day to assume duty on the fourth day. (The 3-day period commences on the first day the vacancy is filled by an extra man and each day thereafter counted.)

If no written requests are received, the vacancies for foreman or herder will be filled under Paragraphs (o) and (q) on a day-to-day basis (Paragraph (o) as amended to apply in Los Angeles Yard only), and the vacancies for helper or switchtender will rotate from the extra board.

When no requests are received for temporary vacancy for foremen, herders or helpers in China Basin Yard, San Francisco, Alice Street Yard, Oakland or Needles Yard, the junior unassigned foreman or helper will be assigned.

Extra men filling temporary vacancies at Ash Fork and/or Prescott will be governed by the ten-day relief rule as contained in Paragraph (g) of this Article 12.

When a temporary vacancy in yard service has existed for five days, it will be bulletined on the sixth day and assigned under applicable rules as a permanent vacancy. A yardman whose position is bulletined under this rule shall have full displacement rights upon his return to displace the yardman assigned to that position as result of the bulletin, without regard to seniority, except he will not be permitted to return to that position if a yardman his senior has displaced thereon subsequent to the close of bids. Should the position be an advertised vacancy at the time the yardman returns, he may mark up on his prior assignment and the advertisement will be cancelled. The yardman so displaced will have full displacement under Paragraph (i) hereof, except he will not be permitted to displace the returning yardman.

A temporary vacancy after once filled and then vacated will be considered a new vacancy and handled in accordance with the above.



ARTICLE 12(n) Cont.

A yardman holding a temporary vacancy which becomes a permanent vacancy will remain thereon until displaced by a senior yardman or the successful bidder of the permanent vacancy.

Vacation of a yardman will be considered a temporary vacancy.

(\* As amended by Memorandum of Agreement dated May 18, 1981.)

LOCAL AGREEMENT APPLICABLE AT GALLUP ONLY:

In the absence of a qualified yardman on the Yardman's Extra Board and when no requests are received from yardmen for temporary vacancies as foremen or helpers in the Gallup yard, the senior qualified trainman at Gallup making a request for such vacancies will be marked up on the fourth day to assume duty on the fifth day. If no request is received from qualified trainmen, the vacancy will be filled on a day-to-day basis from the Gallup Brakemen's Extra Board.

Trainmen requesting and filling temporary vacancies in yard service must remain on the assignment until relieved by the regularly assigned man or until the job is advertised as a permanent vacancy and bids are closed out. Trainmen released from temporary yardmen vacancies will be required to return to the Gallup Brakemen's Extra Board, with displacement rights in line with Article 17 (f)(1) of the Trainmen's Agreement.

Trainmen desiring to take advantage of this rule must leave a standing request with the crew clerk at Gallup. When the yard assignment is filled in this manner, the senior man with a standing request will be awarded the yard assignment.

In the event a permanent vacancy is closed out no bids, the trainman protecting the job as a temporary vacancy in yard service under the terms of this agreement may place a bid therefor which will serve as a request for the other class of service under Article 16 (j), Section 4, Paragraph 3(a)(1) and (3) of the Trainmen's Agreement, the three (3) month period specified that such trainman must remain in yard service will commence as of the date of assignment to a permanent vacancy under this agreement.

(From Memorandum of Agreement effective April 16, 1979.)

ARTICLE 12(o)(1)  
ARTICLE 12(o)(1)(D)

FILLING VACANCIES FOR FOREMAN

(o) (1) APPLICABLE AT ALL POINTS EXCEPT AT LOS ANGELES:  
Temporary vacancies of less than four (4) days in position of an assigned foreman will be filled in the following order:

(A) By the senior qualified foreman working as helper on the same crew;

(B) If on the crew there is no qualified extra foreman, the senior qualified extra foreman going to work at that designated starting point within the same spread of starting time hours (6:30 a.m. to 8:00 a.m.; or 2:30 p.m. to 4:00 p.m.; or 10:30 p.m. to midnight) will be used;

(C) If no qualified extra foreman going to work as helper within the same spread of starting time hours, the senior qualified extra foreman on the extra board will be used where seniority board is maintained and by the first out qualified extra foreman on the extra board where a rotary board is maintained;

(D) If no available qualified foreman on the extra board, the youngest qualified foreman not assigned as foreman will fill the vacancy.

NOTE (1): \*When a vacancy for a foreman and a herder occur at the same time, the vacancy for foreman shall be filled first.

NOTE (2): In the application of Paragraph (n) of Article 12 it is agreed that at each Ash Fork, Prescott and Phoenix-Mobest temporary vacancies of less than thirty days in position of foreman will be filled by the extra foremen working at the point where the vacancy occurs.

NOTE (3): Applicable at all points except Los Angeles: By written request a foreman regularly assigned as helper will be permitted to waive foreman's rights on other than his own assignment except in case of emergency. Five days' written notice will be required to cancel request.

Agreed-to interpretation of NOTE (3) under Article 12, Paragraph (o), effective 11-29-71:

Written request by a foreman regularly assigned as helper to waive foreman's rights on other than own assignment except in case of emergency, remains in effect until it is cancelled by a five-day written notice, regardless of whether a yardman exercises his seniority as a foreman. Also, such waiver remains in effect when a yardman bids from one helper's assignment to a helper's assignment on another job.

Requiring the waiver to remain in effect until cancelled by a five-day written notice should prevent any misunderstanding as to when a yardman has waived his "extra" foreman rights.

(2) AT LOS ANGELES THE FOLLOWING WILL GOVERN:

(A) By the senior qualified foreman working as helper on the same crew if he so desires. If he declines, then the next senior qualified foreman, etc., down to the junior qualified foreman working as helper on same crew, who will be assigned. If only one qualified foreman on the job, he cannot decline to work as foreman.

(B) If not filled by (A) then the senior qualified foreman working as helper going to work at that designated starting point at or before the starting time of the job on which the vacancy exists, who has made written request in advance of the marking time of the board.

(C) If not filled by (A) or (B) then to be filled by senior eligible qualified foreman showing for extra board requesting same at marking time of the board. If no requests received, junior eligible qualified foreman showing for the extra board will be assigned.

(D) If no qualified foreman on the extra board then the position of foreman will fall to the junior qualified foreman working as helper going to work at that designated starting point at or before the starting time of the job on which the vacancy exists.

NOTE: When a vacancy for a foreman and a helper occur at the same time, the vacancy for foreman will be filled first.

ARTICLE 12(o)(3)  
ARTICLE 12(o)(5)(B)

(3) LOCAL AGREEMENT APPLICABLE AT MOBEST ONLY:

In filling of foremen's vacancies when there are no foremen available in yard service, the vacancies will be filled:

(A) First go to the Brakemen's Extra Board and use the first out qualified man holding seniority as engine foreman for the vacancy.

(B) 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 (A) and (B) 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 two (2) consecutive shifts in yard as a foreman, if another qualified man on the extra board is available at the calling time for the engine foreman vacancy.

(C) If the Conductors' Extra Board is exhausted, the junior qualified man will be used.

(From Letter Agreement dated November 15, 1979.)

(4) LOCAL AGREEMENT APPLICABLE AT BARSTOW ONLY:

By written request a foreman regularly assigned as helper will be permitted to waive foreman's rights and herder/bleeder rights, on other than his own assignment, except in case of emergency. Five days' written notice will be required to cancel request.

(From Letter Agreement dated September 30, 1976.)

(5) LOCAL AGREEMENT APPLICABLE AT GALLUP ONLY:

In filling of foremen's vacancies at Gallup when there are no foremen available in yard service, the vacancies will be filled:

(A) First go to the Brakemen's Extra Board and use the first out qualified man holding seniority as engine foreman for the vacancy.

(B) If vacancy cannot be filled in this manner, the next step will be the first out conductor on the Conductors' Extra Board.

NOTE: If filled under A and B 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.

(C) If Conductors' Extra Board is exhausted, the senior extra conductor should be used.

(From Letter Agreement dated December 14, 1968.)

#### FILLING FOREMAN POSITION ON EXTRA ENGINES

(p) (1) Applicable at all points except Los Angeles: For extra engines the position of foreman will be filled by the senior qualified extra foreman going to work as helper within the same spread of starting time hours at that designated starting point. If no qualified extra foreman going to work as helper within the same spread of starting time hours, the senior qualified foreman on the extra board will be used where seniority board is maintained and by the first out qualified extra foreman on the extra board where a rotary board is maintained. If no qualified foreman on the extra board, the youngest qualified foreman not assigned as foreman will be used.

(2) At Los Angeles the following will govern: For extra engines the position of foreman will be filled by a qualified foreman off the extra board who so desires to work as foreman at the time the board is marked, unless a senior qualified foreman working as helper at that designated starting point and at that designated time, requests in writing, in advance of the marking of the board that he wants to work as foreman. (In event that no regular or extra man requests to be used as foreman, the junior qualified foreman on the extra board will be used.)

#### FILLING TEMPORARY VACANCIES FOR PILOT OR HERDER

(q) (1) Applicable at all points except Los Angeles: Temporary vacancies of less than four (4) days in the position of pilot or herder will be filled in the following order:

(A) By the senior qualified extra foreman starting to work as helper within the same spread of starting time hours at that designated point;

(B) By the senior qualified foreman on the extra board where seniority board is maintained and by the first out qualified extra foreman on the extra board where a rotary board is maintained;

ARTICLE 12(q)(1)(C)

ARTICLE 12(q)(3)

(C) By the junior qualified extra foreman.

NOTE (1): When a vacancy for a herder and a foreman occurs at the same time, the vacancy for foreman shall be filled first.

NOTE (2): In the application of this Paragraph (q)(1) it is agreed that at Ash Fork and Prescott temporary vacancies of less than thirty (30) days in position of herder or pilot will be filled by the senior available foreman, regular or extra, working at the point where the vacancy occurs.

(2) At Los Angeles the following will govern: Temporary vacancies of less than four (4) days in the position of pilot or herder will be filled in the following order, after all temporary vacancies of less than four (4) days in position of an assigned foreman have been filled:

(A) By the senior qualified foreman starting to work as helper going to work at that designated starting point at or before the starting time of the herder or pilot vacancy, who has made written request in advance of the marking time of the board.

(B) By the senior eligible qualified foreman showing for extra board requesting same at marking time of the board.

(C) The junior eligible qualified foreman showing for the extra board will be assigned.

(D) If no qualified foreman on the extra board, then the position of herder or pilot will fall to the junior qualified foreman working as helper going to work at that designated starting point at or before the starting time of the job on which the vacancy exists.

YARDMAN ON COMBINATION FOREMAN-HELPER RELIEF  
POSITION TO BE CONSIDERED AS FOREMAN

(3) When a yardman is assigned to a regular relief assignment and works two days of his week as a foreman, and three days of his week as a helper, he will be considered as an extra foreman on the three days he is assigned as helper in the application of Paragraphs (o), (p) and (q) this Article 12.

ARTICLE 12(q)(4)

YARD HELPERS PROTECTING SERVICE AS EXTRA FOREMAN OR HERDER

(4) Yard helpers holding regular assignments as such, who are unable to protect their regular assignments because of protecting service as extra foreman or herder as required by Paragraphs (o), (p) and (q) of this Article 12, will not be compensated for such time lost from their regular assignments.

Examples as to proper method of filling vacancies under Paragraphs (o) and (q) of this Article 12.

EXAMPLE 1: If a vacancy existed on the 2:30 p.m. herding job and one on the 2:30 p.m. switch engine for foreman, and the senior extra foreman in the spread of hours was working as helper on the 2:30 p.m. engine, on which job should he be used?

ANSWER: As foreman on his own job.

EXAMPLE 2: If vacancy exists for foreman on the 2:30 p.m. switch engine, and vacancy for herder on the 3:00 p.m. job, and the senior extra foreman was working as helper on the 2:30 p.m. job, would he be used as foreman on his regular assignment or as herder on the 3:00 p.m. job?

ANSWER: As foreman on his regular assignment.

EXAMPLE 3: If vacancy for herder exists at 3:00 p.m. and a vacancy for foreman exists on the 3:45 p.m. job, and the two senior extra foremen are working on the 3:45 p.m. job as helpers, which should be used at 3:00 p.m. as herder and which should be used as foreman on his regular assignment?

ANSWER: The senior man should be used as foreman on his regular job and the junior man should work as herder.

EXAMPLE 4: If a vacancy for foreman exists at 2:30 p.m. and there is no qualified foreman working as helper on that job, and a vacancy for herder exists at 3:00 p.m. and the senior extra foreman in the spread of hours was working as helper at 3:45 p.m. and the next oldest man was working on the 3:00 p.m. engine as helper, should the senior man be used to fill the first vacancy at 2:30 p.m. or be given the herding job if he prefers?

ANSWER: The senior man should be used on the 2:30 p.m. vacancy and the next man on the herder's job.

ARTICLE 12(r)  
ARTICLE 12(s)

TEMPORARY VACANCIES OF LESS THAN FOUR DAYS  
FILLED FROM EXTRA BOARD

(r) Temporary vacancies of less than four (4) days on assignments paying helpers' rate should be filled from the extra board.

YARDMEN ASSIGNED OR RETURNING TO TEMPORARY VACANCIES

(s) A yardman assigned to a temporary vacancy as result of making written request therefor must remain on the assignment until relieved by the regular man or is displaced by a senior man, unless while on the temporary assignment he bids in a permanent assignment, in which case he will be required to take his new permanent assignment at the close of bids but will be permitted to return to the temporary vacancy, in line with his seniority, after it has rotated again for three days from the extra board.

When a regular man, who had been laying off or filling other vacancies, reports for his job and is marked up thereon, \*relieving a yardman from the temporary vacancy, but subsequently is used in other service prior to performing service on his regular assignment, the man previously holding the temporary vacancy will be returned thereto, with the exception that the extra man will not be returned to the vacancy which he held, but the man first out on the extra board will be used. However, if a man is displaced from a temporary vacancy he will not be returned thereto under the above rule, nor would a yardman who has been relieved from a temporary vacancy and displaced onto another temporary vacancy be returned to the assignment from which relieved under this rule.

(\* As amended by Letters of Understanding October 4, 1976 and October 7, 1976 Appendixes 15 and 16.)

EXAMPLE 1: Regular assigned yardman "A" is used as yardmaster for ten (10) days and "B" is assigned to his vacancy after three days. On the completion of shift on the tenth day, yardman "A" is relieved as yardmaster and he reports for his regular job relieving yardman "B". Before yardman "A" performs service on his regular job, he lays off or is used on some other assignment. Yardman "B" will be returned to the vacancy of yardman "A".

EXAMPLE 2: An extra man is assigned to the vacancy of yardman "A". When the regular man reports, the extra man filling the temporary vacancy will be returned to the extra board. If it is again necessary to use the regular man on some other assignment or he lays off, before he works his assignment, the vacancy will be filled by the extra man first out on a rotary board and by the senior man on a seniority board at the time the assignment goes to work.



ARTICLE 12(s)

A yardman filling a temporary vacancy as a helper will be permitted to make written request and be placed on temporary vacancy as foreman or herder in accordance with Paragraph (n) of this Article 12.

When a yardman holding a temporary vacancy is displaced therefrom he shall be permitted to make displacement on any other temporary vacancy which is held by a man his junior, or he may return to his former regular assignment or take his place on extra board, but his decision must be made in writing within three twenty-four (24) hour periods from time notified of displacement, failing in which he will automatically be placed on the extra board.

NOTE: A yardman displaced from a temporary vacancy by senior yardman or regular man reporting before performing service on the temporary vacancy will be entitled to displacement right in accordance with preceding paragraph.

If the regular assignment previously held by a yardman holding a temporary vacancy has been abolished or taken by a senior yardman, when the yardman is displaced from the temporary assignment, he will be permitted to exercise his seniority in re-assigning himself to a regular position and/or temporary vacancy held by a junior yardman, or by placing himself on the extra board, but his decision must be made in writing within three twenty-four hour periods from time notified of displacement, failing in which he will automatically be placed on the extra board.

When a regularly assigned yardman, after placing a bid on a temporary vacancy, is displaced from his regular assignment prior to time bids close on the temporary vacancy, he must exercise his permanent displacement right before performing service on the temporary vacancy or otherwise lose his permanent displacement right. In the event the yardman is assigned to the temporary vacancy, he would still have a permanent displacement right until he actually performs service on the temporary vacancy, subject to Paragraph (i) of this Article 12.

Where a vacation is involved and the man does not have a right to report until the end of the vacation period, the man holding the temporary vacancy should remain thereon until conclusion of the vacation period, which would include the two days off; however, under circumstances where a vacation is not involved and a regular man is laying off but reports on the day preceding his days off with the understanding that he will work on the first day of the work week following the days off, the man holding the temporary vacancy should be relieved at the time the regular man reports and any subsequent vacancies on the assignment should be handled in accordance with this Paragraph (s).

ARTICLE 12(t)  
ARTICLE 12(w)

#### IMPAIRMENT AND BULLETINING OF ASSIGNMENTS

(t) Assignments will be declared vacant and bulletined under any one of the following conditions:

- (1) When there is a change of one hour (not accumulative) in the time of going to work;
- (2) When the working days are increased or decreased one day per week, the ten holidays (New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Fourth of July, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day) to be excepted;
- (3) When the day of rest is changed;
- (4) When point of reporting for duty is changed one-half mile or more.

When a reduction in the working days of a 7-day assignment does not involve one of the 5 regular working days of a crew on that assignment, there would be no necessity for readvertising the regular assignment and only the relief assignment, which was affected would be readvertised.

#### YARDMEN REMAINING ON REBULLETINED ASSIGNMENTS

(u) When assignments are rebulletined, yardmen may remain on the assignment pending the close of the bids or exercise their seniority. If yardman elects to remain on the assignment during the bulletin period and is not the successful bidder, he will have three (3) 24-hour periods from time bids close in which to exercise his seniority. If he fails to bid on the assignment, he cannot displace thereon.

#### EXTRA ENGINES BULLETINED AFTER FIVE DAYS

(v) An extra engine will be bulletined for bid if it is worked for five days, in a seven consecutive day period, on any one shift, i.e., first shift between the hours of 6:30 a.m. and 8:00 a.m.; or second shift between the hours of 2:30 p.m. and 4:00 p.m.; or third shift between the hours of 10:30 p.m. and 12 midnight.

#### BULLETIN TO SPECIFY NUMEER OF DAYS OF ASSIGNMENT

(w) All yard assignments will be bulletined for either 5, 6 or 7 days, bulletins not to state 5 days or more or 6 days or more. Days of assignment will be consecutive. When assignment is for less than seven days, the bulletin will specify the days of assignment.

FILLING OF ASSIGNMENTS OF LESS THAN SEVEN DAYS  
WHEN NEEDED ON DAYS NOT ASSIGNED

(x) If an assignment of less than seven days should be needed on days not assigned, the helpers will be taken from the extra board and foreman position will be filled as provided in Paragraph (o) of this Article 12. This is not to nullify provisions of Paragraph (t) of this article providing for rebulletining of assignments when working days of assignment are increased.

YARDMAN NOT PERMITTED TO BID ON FORMER ASSIGNMENT

(y) A yardman giving up an assignment will not be allowed to bid on his former assignment until it has been once filled and again becomes vacant except in case of his being displaced through no fault or action of his own.

YARDMEN TO BE GIVEN 16-HOURS NOTICE  
OF CANCELLATION OF ASSIGNMENT

(z) Yardmen will be given at least sixteen (16) hours' advance notice when their assignment is to be cancelled; except in case of washout, wreck, or an act of Providence, in which event yardmen will be given as much advance notice as possible that their assignment has been cancelled.

PROTECTION ON FORMER ASSIGNMENT -  
REGULARLY ASSIGNED MAN

\*(aa) Regularly assigned yardmen bidding in a different regular assignment or a temporary assignment may work on their former assignment on the date assignment is made, in order to prevent their losing the day.

PROTECTION FROM EXTRA BOARD - EXTRA MAN

\*(bb) Extra yardmen bidding in a regular or temporary assignment may work as an extra man on the date assignment is made, in order to prevent their losing the day.

\*(As amended by Letter Agreement dated September 4, 1968,  
Appendix 17.)

RIGHTS OF YARDMEN RETURNING FROM  
VACATION OR LEAVE OF ABSENCE

(cc) Yardmen returning from vacation or leave of absence will be permitted to exercise their seniority rights to any position that has been advertised or on which an assignment has been made, including temporary vacancies that are rotating from the extra board,

ARTICLE 12(cc) Cont.

ARTICLE 13

under the provisions of Paragraph (n) of this Article 12 during the period of his absence, if such right is exercised at time of reporting. If, during the period of a yardman's absence, his assignment was discontinued or was taken by a senior yardman, he will, upon his return, be subject to Paragraphs (i) and (j) of this Article 12.

#### RIGHTS OF REINSTATED YARDMEN

(dd) Yardmen who have been dismissed and are later reinstated will, upon return to service, exercise their seniority rights instead of being returned to the assignment held prior to dismissal.

#### EXERCISE OF SENIORITY TO BE WITHOUT EXPENSE TO COMPANY

(ee) The Company is not to be put to any expense by yardmen exercising their seniority rights.

#### ARTICLE 13

#### COUPLING HOSE, CHAINING CARS, AIR TEST

Yardmen will not be required to couple or uncouple steam hose on passenger equipment, or to chain or unchain cars on repair track, or to unchain cars arriving in trains at yards where car repairers or inspectors are employed; but nothing herein will relieve yardmen from chaining cars, the couplers of which have been pulled out while being handled by them.

When yardmen are required to couple and/or uncouple air hose subject to the exceptions listed below, and/or make a car-to-car air test, each member of the ground crew will be paid an allowance of \*\$5.29 regardless of which member or members of the crew performed the work; this allowance to be paid only once to a crew in the event the work is performed on more than one occasion during the day's work. The exceptions under which this allowance is not applicable and will not be paid are when yardmen are required to couple or uncouple air hose as follows:

- (a) Between engine and train
- (b) Between caboose and train
- (c) Between engine and caboose
- (d) Between cars when cutting or coupling up at crossings

\*Rate effective January 1, 1981

ARTICLE 13 Cont.  
ARTICLE 14 (b)

It is further agreed that yardmen shall not be required to perform this work on cars other than those handled or to be handled by the engine with which they are working. The allowance specified herein shall be paid separate and apart from the work day and shall not be considered in arriving at overtime rate.

It is further understood that yardmen will not be required to couple and/or uncouple air hose for other yard crews and they will not be required to couple and/or uncouple air hose for road crews in any manner.

ARTICLE 14

PILOTS AND HERDERS

Yard pilots, engine herders, or pilots of backups shall receive foreman's pay; oldest competent man in the yard at point of service shall be eligible, and shall retain his right in yard service; eight hours or less shall constitute a day's work.

When a helper is taken from his crew and required to perform pilot or herder service under this Article 14 he shall be paid at foreman's rate on a continuous time basis for the entire tour of duty as helper and herder or pilot.

INTERPRETATIONS OF ARTICLE 14:

(a) When a helper, working alone, taken from a switch engine crew which is not engaged in passenger switching as provided for in the last clause of Paragraph (a) of Article 20, moves with road engine to or from adjacent tracks cars on head end of passenger trains or moves an engine from one track to another and couples it on to a train (the engine being picked up at that point) or moves an engine from one track to another having cut same off of a train, for the purpose of cutting the engine out at that point, he shall be considered as in herding service and will be paid as per second paragraph of Article 14.

(b) When a helper, working alone, taken from a crew engaged in switching as provided for in last clause of Paragraph (a) of Article 20, moves an engine from one track to another and couples it on to a train (the engine being picked up at that point) or moves an engine from one track to another having cut same off of a train, for the purpose of cutting the engine out at that point, he shall be considered as in herding service and will be paid as per second paragraph of Article 14.

ARTICLE 14 (c)  
ARTICLE 15 (a)(3)

(c) When a helper, working alone, taken from a crew engaged in switching as provided for in last clause of Paragraph (a) of Article 20, sets out or picks up a car from the head end of passenger train with road engine, or sets a road engine from one track to another for the purpose of supplying the same, or to allow yard crew to switch head end of train, the engine being later returned to the train, he will not be regarded as in herding service. If under this Interpretation (c) the helper is required to accompany the engine to the roundhouse facilities for the purpose of supplying same he shall be regarded as in herding service.

(d) The helper selected to perform herding service under Article 14 shall be the field man of the crew with which he is working; if more than one field man is employed on the particular crew, a member of which is selected to perform herding service under this Article 14, the senior fieldman on the particular crew will perform the herding service.

## ARTICLE 15

### DEFINITION OF YARD WORK AND YARDMEN

(a) The term "Yardmen" in this Agreement is understood to mean Footboard Yardmasters, Engine Foremen, Pilots, Herders, Helpers, Switchtenders, Bleeders, Skatemen, Car Retarder Operators, Engine Follower, Fieldmen and Car Riders.

Yard work shall be considered as consisting of:

(1) The switching of all freight and passenger equipment operating within the switching limits, except as provided for in Switching Rule.

(2) The transfer of all freight and passenger equipment operating within the switching limits.

(3) The handling of all work, wreck, construction and supply trains operating within the switching limits.

NOTE: Road work train crew 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.

This will not prohibit road work train crews setting out or picking up cars on adjacent tracks within the switching limits in the performance of such work.

ARTICLE 15 (a)(4)  
ARTICLE 15 (c)

(4) All ground pilot or herder service operating within the switching limits. This Paragraph (4) will not prevent freight trainmen from handling their engine to and from train or roundhouse.

(5) The giving or relaying of signals to yard engine crews and the coupling and uncoupling of cars and engines within the switching limits except as provided for in Paragraphs (1), (3) and (4).

(6) The manual throwing of ground switches within the switching limits in connection with the movement of freight and passenger cars, engines, and self-propelled machines or industrial cranes that cannot be readily removed from the tracks, except as provided in Article 20, Paragraph (d) of this agreement.

NOTE: Item (6) above will not prevent freight trainmen or road freight pilots from handling switches for the movement of their train departing or arriving terminals; for movement of their engine to and from train or roundhouse; passenger trainmen to clear the main track for superior trains, or for either passenger or freight road crews for movements permitted in the Switching Rule.

(7) The operating of hand brakes or retarders for the purpose of effecting or controlling the movement of cars within the switching limits, or the bleeding of air brakes on cars to be switched.

(b) All yard work shall be handled by yardmen and shall be compensated for under the schedules of wages and rules of yardmen in all yards as defined in Article 10, Paragraphs (a) and (b).

(c) Other than yardmen will not be used in yard service when there is a yardman or yardmen available for duty, except in case of emergency. If other than a yardman is used to perform yard service, except in emergency as defined herein, the yardman standing for the service will be paid for the actual time involved, but not less than a minimum yard day in each instance.

An emergency is defined as wreck, washout or other unforeseen occurrence necessitating immediate action to prevent loss of life, injury to person or damage to property. Skatemen will, when assigned, be paid the rate applicable to a yard helper as stipulated in Article 1.

ARTICLE 15 (c) Cont.

ARTICLE 16 (c)(2)

Assignments of skatemen may be established at Los Angeles and will work independent of any yard crews. Assignments of skatemen will be filled from the yardmen's seniority roster in the manner prescribed for filling extra or regular positions of helper, according to whether the position is extra or assigned under Article 12. The duties of skatemen will include setting hand brakes when required. Members of switch crews may be required to place skates and remove skates when using tracks where skates are placed.

## ARTICLE 16

### GALLUP COAL RUN

(a) Where crews on the Gallup Coal Run ordinarily work less than nine hours, twenty minutes will be given, and where hours ordinarily worked are nine or more thirty minutes will be given for meals without deduction in pay, same to be allowed between four and one-half and six hours from the time of going on duty.

(b) Crews regularly assigned to this work shall receive full time (six days per week) if not called for duty and shall be paid for all days worked in excess of six per week.

(c) Eight (8) consecutive hours or less to constitute a day. Overtime to be computed on the minute basis at an hourly rate of three-sixteenths of the daily rate.

(1) Gallup Coal Run limits are defined as between east yard limit sign at Gallup (Mile Post 155.8) and Dilco (Mile Post 163.4) and such limits will not be extended without conference and agreement between Carrier and Committee.

(2) work that may be required outside of Gallup Yard Switching limits (which switching limits coincide with present yard limits and comprise the territory between Mile Post 155.8 and Mile Post 160.15) by crew or crews assigned to Gallup Coal Run will be limited to handling cars to or from or on mine spurs located outside of Gallup Yard switching limits, and switching in connection therewith, including cars to or from Zuni Mountain Lumber Company and Clark Dairy.

Crews assigned to the Gallup Coal Run may be used in general yard switching, to the extent necessary to fill out their day, when there is no work available for them to perform on mine spurs or in connection therewith, and without penalty payments involving other yard crews.



ARTICLE 16 (c)(2) Cont.  
ARTICLE 17  
ARTICLE 18 (a)(1)

Crew or crews assigned to the Gallup Coal Run will perform all of the work in connection with the mine work within the switching limits of the Gallup yard, when available. When crew or crews assigned to the Gallup Coal Run are not available, other yard crews may be used to perform the switching of the mines within the switching limits of the Gallup yard.

'Available' is defined as: Not actually engaged in other mine work.

(3) The Gallup Coal Run crew may use the main track beyond the West yard limits (M.P. 160.15) to the junction point for the Dilco Mine Spur, but the trackage between the yard limits and the spur junction will be considered road territory in the event any work was required of crews between those points, except when the yard crews are handling cars to and from the mine spurs.

#### ARTICLE 17

##### EXCHANGE OF WORK

(a) Yard crew that normally works in one portion of the yard will not be required to exchange work during the same period of time with a yard crew that normally works in another portion of the yard.

(b) This does not restrict the right of the Company to work yard crews in locations other than where they normally work when an exchange of work is not involved or require that the Company designate in the bulletins advertising yard assignments the locations or areas in which an assignment is to work.

#### ARTICLE 18

##### ATTENDING COURT OR INQUEST

(a) Yarmen attending court, or coroner's inquest on behalf of the Company will be paid as follows, together with necessary expenses:

(1) Yarmen holding permanent or temporary assignments will receive what they would have earned had they remained on their assignment; and, if held on rest days, will receive a minimum day's pay for each day so held.

ARTICLE 18 (a)(2)  
ARTICLE 19 (a)

(2) Yardmen assigned to the Yardmen's Extra Boards will be allowed the earnings of the yardman 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.

#### 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 19

##### TIME CLAIMS AND 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 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.

ARTICLE 19 (b)

ARTICLE 19 (e)

(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 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

(\* See Appendix 25 re date stamping declination notices at distribution points.)

ARTICLE 19 (e) Cont.  
ARTICLE 19 (g)(3)

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.

(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.

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

(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.

#### 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

ARTICLE 19 (n)(1) Cont.

ARTICLE 19 (n)(5)

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).

(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.

(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.

(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.

(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.

(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 20

##### CONSIST OF YARD CREWS

(a) A yard crew shall consist of a foreman and two helpers, except as provided in Paragraph (b) below and Appendix No. 2 (Crew Consist Agreement effective May 15, 1981), but this will not permit engines to remain on spot where one member of crew may have been injured or taken sick while a man to replace him is being called; or interfere with present practice of foreman and one helper prosecuting passenger work while one member of crew is performing duty of herder in connection with passenger trains, where regular herder is not employed or available.

(b) Extra and regular yard assignments may be operated at Riverbank with crew consisting of a foreman and one helper.

##### FOREMAN ACTING AS YARDMASTER

(c) Nothing in this article shall prevent the foreman from acting as yardmaster should it be decided by the Superintendent that he can perform those duties in connection with others that may be assigned to him, provided that in such cases he shall have two helpers.

##### SWITCHING WITH INDUSTRIAL CRANES OR SELF-PROPELLED MACHINES

(d) Switching with industrial cranes or self-propelled machines as described herein does not require the use of a yard crew as defined in Paragraph (a) of this Article 20. Switching with industrial cranes or self-propelled machines confined to restricted territories such as rounchouse, shop, material and store department yard is permissible when such machines are piloted by a yardman (switchman), and provided:

(1) that switching with industrial cranes or self-propelled machines in restricted territories referred to will not operate to supplant yard engines now in service or which may be placed in service when practicable;

ARTICLE 20 (d)(2)  
ARTICLE 20 (f)(2)

(2) that moving of cars for purpose of loading or unloading at different spots on the same track, or picking up car first out on another track, and/or setting over car first out in order to continue the loading or unloading, will not be considered as switching; and

(3) that when movement of industrial cranes or self-propelled machines is made without cars on main track or on train yard track going to or from loading or unloading track, a yardman (switchman) will accompany machine in making such movements.

(e) It is understood that nothing in this agreement restricts the right of the Carrier in the use of hostlers or roundhouse or shop employes to switch engines and/or engine tanks on roundhouse or shop tracks.

(NOTE: Local Company officials and interested Local Chairmen will determine restricted territories referred to in Paragraph (d) of this Article 20; also the roundhouse or shop tracks on which hostlers or roundhouse or shop employes may switch engines and/or engine tanks.)

#### MANNING SELF-PROPELLED MACHINES

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

(1) A yard conductor (foreman) will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars; and, if more than two cars are handled at any one time, a yard brakeman (helper) will also be employed.

This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self-propelled machines now working in the confined areas where rules or practices require the employment of a yard ground man, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

(2) Except under the conditions herein specifically prescribed, operating employes need not be used on self-propelled vehicles or machines. It should be noted in addition that this agreement does not alter any existing rules or practices except as specifically stated herein.



(3) 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 for 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 Veteran's 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 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.

(4) Nothing contained in this article shall be construed to require the employment of engine and train service employes where not now required.

(\*From Article III -- National Agreement of June 25, 1964.)

## ARTICLE 21

### APPLICATION FOR EMPLOYMENT

#### PROBATIONARY PERIOD

@(a) (1) 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.

#### OMISSION OR FALSIFICATION OF INFORMATION

(2) An employee who has been accepted for employment in accordance with Item (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 employee would not have been hired if the Carrier had had timely knowledge of it.

(@ Article VII, National Agreement of August 25, 1978.)

ARTICLE 21 (b)(1)  
ARTICLE 21 (e)(1)

#### EMPLOYEE INFORMATION - LOCAL CHAIRMAN

(b) (1) At the end of each month each Terminal Superintendent will furnish to each Trainmen Local Chairman the names and addresses of personnel employed in the previous thirty days in the crafts of brakeman and/or yardman.

(From Memorandum of Agreement dated December 5, 1972.)

#### EMPLOYEE INFORMATION - GENERAL CHAIRMAN

#(2) Carriers will provide each General Chairman with a list of employes who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employes' identification numbers. 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. Where railroads cannot meet the 30-day requirement, the matter will be worked out with the General Chairman.

(# From Article IV, UTU National Agreement dated January 29, 1975.)

#### REVIEW OF CARRIER RECORDS

@(c) Local Chairman or Vice Chairman will be allowed to review the records of crew clerks in connection with a specific incident upon request.

(@ From Memorandum of Agreement dated May 18, 1981.)

#### SERVICE LETTERS

(d) When yardmen leave the service, they will promptly be given a letter stating the time and nature of such service, in what capacity employed, cause of leaving (except in California cause of dismissal will be shown only upon written request of the employe), said letter to be signed and stamped by the Superintendent.

#### EMPLOYMENT OF FIREMEN

\*(e) (1) Subject to the provisions of Item 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.

ARTICLE 21 (e)(2)  
ARTICLE 22  
ARTICLE 23

(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.

(3) An employe accepting transfer to a fireman (helper) position in accordance with this Article 20 (e) 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.

(\*From Article VIII National UTU Agreement dated August 25, 1978.)

ARTICLE 22

EQUIPMENT OF ENGINES

All engines assigned to switching service shall be equipped with head lights, footboards and proper grab-irons at both ends; any engine temporarily assigned to switching service shall be so equipped at the first opportunity if such engine is to be continued in that service more than one trick. The use of unequipped engines shall not be prolonged by the substitution of one engine for another.

ARTICLE 23

CHARGES

When objections or charges are made against any yardman by other yardmen they shall be put in writing and shall convey a full and clear statement of the objections or charges.

The proper officer of the Carrier will hear any reasonable written complaint made by an individual yardman and before any yardman is removed from any assignment he must be given an investigation to confirm or deny the objections or charges.

ARTICLE 23 Cont.  
ARTICLE 24 (c)

If the objections or charges of the complainant yardman are sustained the yardman charged or objected to should be re-assigned in accordance with his seniority. However, if the charges are not sustained no re-assignment should be made.

NOTE: "Re-assignment in accordance with his seniority" means the yardman should be given displacement as provided for in Article 12, Paragraph (i).

#### ARTICLE 24

#### INVESTIGATIONS

(a) A yardman shall not be dismissed from the service of the Company or otherwise disciplined without a formal investigation unless such yardman shall accept dismissal or other discipline in writing and waive formal investigation. When a yardman waives formal investigation and accepts discipline in writing he will be advised of the discipline assessed. Investigations will be held promptly but in any event not later than fifteen (15) days from the date of occurrence of the incident to be investigated, except when a yardman or material witness is unable to attend an investigation because of sickness or injury the investigation may be deferred until such time as the yardman or material witness is able to attend the investigation. A yardman may be suspended pending investigation in aggravated cases, such as serious collision.

(b) The investigation shall be conducted by an official of the Company, and the yardman whose case is to be investigated may be assisted at such investigation by one or more employe and/or Trainmen committeemen of his choice, only one of whom may interrogate witnesses.

(c) Prior to the investigation the yardman or yardmen involved will be notified of the charges or of the case to be investigated sufficiently in advance of the time set for investigation to allow reasonable opportunity to secure the presence of necessary witnesses and representatives. In fixing hours at which investigations shall be held, due consideration of the need for rest by yardmen will be given by the Company's officers.

(d) Unless otherwise agreed to, all yardmen involved in an investigation shall be present thereat. All witnesses shall, after giving testimony, remain during the continuance of the investigation, unless excused. No one except Company officials, representatives of employes under investigation, and representatives of the Interstate Commerce Commission or state railroad commissions or state corporation commissions will be permitted to interrogate any yardman involved or any witness or otherwise take part in the investigation.

ARTICLE 24 (e)  
ARTICLE 24 (f)(4)

(e) A yardman disciplined as a result of a 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.

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

(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.

(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.

(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.

(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.

(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.

(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.

(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

ARTICLE 24 (f)(4) Cont.  
ARTICLE 24 (i)(3)

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 written decision of the General Manager following such conference.

(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.

(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.

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

(8) This agreement shall supercede all prior agreements, understandings or practices with respect to progression of claims and/or appeals involving matters of discipline.

(# From Memorandum of Agreement dated April 13, 1977.)

(g) If the final decision decrees that charges against the yardman were not sustained, the record shall be cleared of the charge; if the final decision decrees that the yardman was unjustly suspended pending investigation or unjustly dismissed after the investigation, he shall be reinstated and paid for all time lost.

(h) True copy of investigation papers will be furnished the employe under investigation or the interested local chairman, provided request therefor is made at time investigation is held.

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

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

(2) 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.

(3) 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.

ARTICLE 24 (i)(4)

ARTICLE 24 (i)(8)

(4) Employees disciplined by reprimand or demerit marks only, and who are required to deadead to or from the place where the investigation is held, will be compensated for such deadeading.

(5) There is no provision in this agreement requiring compensation for living expenses.

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

(A) For crews assigned to regular jobs, lost earnings shall be the earnings of their assignments on days not permitted to work thereon.

(B) Extra yardmen required to attend a formal investigation and who became first out and due for service while unavailable, will be removed from the board and paid a minimum day at helper's rate for each calendar day that they are held, and when released will be placed at the bottom of the board, excepting extra yardmen working on a seniority basis will resume their proper standing on the board.

(C) Employees eligible for emergency service in higher grades shall not be available therefor while attending investigations and lost earnings shall be calculated solely as provided herein.

(7) Regularly assigned yardmen who attend investigations at the request of Company on their assigned rest days (a rest day being defined as a day on which they are not scheduled to start a shift or tour of duty) will be paid one basic day's pay at the rate applicable to the assignment held immediately prior to the investigation.

Yardmen who attend investigations on other than assigned rest days 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.

(8) No yardman 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 25  
ARTICLE 26 Section 2 (a)

ARTICLE 25

EXCHANGE OF RIGHTS

Exchange of seniority rights between yardmen from one seniority division to another, or between yardmen and trainmen who are not promoted to road conductors will be permitted, subject to the approval of the General Manager, General Chairman of the UTU and lodges of the UTU whose members are affected thereby. The change to be made by each employe assuming the seniority rights of the other as trainman or yardman, and they will not be permitted to withdraw from such exchange after it has been approved by the General Manager.

ARTICLE 26

PAID HOLIDAYS

The following provisions shall apply to yardmen as follows:

Section 1 - Deleted.

Section 2 - Regularly Assigned Yard Service Employes.

(a) Each regularly assigned yard service employe, who meets the qualifications provided in Paragraph (b) hereof, shall receive one basic day's pay at the pro rata rate of the position to which regularly assigned for each of the following enumerated holidays:

New Year's Day  
Washington's Birthday  
Good Friday  
Decoration Day  
Fourth of July  
Labor Day  
Veteran's 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 worked.

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

(From Article IV--Paid Holidays--Sections 1 and 2(a) of April 5, 1957 Agreement; July 17, 1968, January 27, 1972, January 29, 1975, and November 10, 1976 Agreements.)



(b) To qualify, a regularly assigned employe must be available for or perform service as a regularly assigned employe on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employe must fulfill such assignment. However, a regularly assigned yard service employe whose assignment is annulled, cancelled or abolished, or a regularly assigned yard service 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 yard 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 workday 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.

NCTE 1: A regularly assigned yard service employe who qualifies for holiday pay under Paragraph (b) above shall not be deprived thereof by reason of changing from one regular yard assignment to another regular yard assignment on the workday immediately preceding or following the holiday or on the holiday.

NCTE 2: A regularly assigned yard service employe whose assignment is annulled, cancelled, or abolished, or a regularly assigned yard service employe who is displaced from a regular assignment as a result thereof as set forth above in Paragraph (b), and who reverts to the extra board, will be considered "available" if he marks himself on the extra board in sufficient time under existing applicable mark-up rules to work a tour of duty at the first opportunity permitted by such applicable rules.

NCTE 3: An employe will be deemed to have performed service or fulfilled his assignment if he is required by the Carrier to perform other service in accordance with rules and practices on the Carrier.

NCTE 4: Refer to Section 4 hereof for Special Qualifying Provision Christmas Eve and Christmas Day.

(From Article I--Paid Holidays--Section 2(b) of November 30, 1960 Agreement; as amended by July 17, 1968 Agreement.)

ARTICLE 26, Section 2(c)  
ARTICLE 26, Section 2(g)

(c) Yard service employes who work on any of the ten specified holidays 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, and the allowance of one basic day's pay provided for in Paragraph (a) of this Section 2 for qualifying employes shall be in addition thereto.

(From Article IV--Paid Holidays--Section 2(c) of April 5, 1957 Agreement and Article I--Paid Holidays--Section 1(b) of June 25, 1964 Agreement as amended by July 17, 1968, January 27, 1972, January 29, 1975 and November 10, 1976 Agreement.)

(d) In yards operating under strict seniority or markup boards, determination of "regularly assigned employes" for the purpose of applying the qualifying provisions of Paragraph (b) of this Section 2 shall be the subject of negotiations on the individual properties.

(From Article IV--Paid Holidays--Section 2(d) of April 5, 1957 Agreement.)

(e) This Section 2 applies only to regularly assigned yard service employes paid on an hourly or daily basis, who are subject to yard rules and working conditions. Except as provided for in Note 3 to Section 2(b) above, each of the qualifying days of service provided in Paragraph (b) of this Section 2 must be performed in yard service.

(From Article I--Paid Holidays--Section 2(e) of November 30, 1960 Agreement.)

(f) Existing 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) of this Section 2, unless the regularly assigned employe fails to qualify under Paragraph (b) of this Section 2, shall satisfy such guarantee. Nothing in this Section 2 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) of this Section 2.

(g) That part of all rules, agreements, practices or understandings which require that yard crew assignments or individual assignments for yardmen 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 section, will apply.

(h) As used in this Section 2, the terms "workday" and "holiday" refer to the day to which service payments are credited.

(i) When one or more designated holidays fall during the vacation period of an 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.

(j) 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 which is also a work day or a vacation day.

(k) Nothing in this Section 2 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of May 25, 1951, as amended.

(From Article IV--Paid Holidays--Section 2(f), (g), (h) and (i) of April 5, 1957 Agreement. Article X, July 17, 1968 Agreement and Article III of January 29, 1975 Agreement.)

### Section 3 - Extra Yard Service Employes

(a) Each extra yard service employe, who meets the qualifications provided in Paragraph (b) of this Section 3 shall receive one basic day's pay at the pro rata rate on any of the following enumerated holidays:

New Year's Day  
Washington's Birthday  
Good Friday  
Decoration Day  
Fourth of July  
Labor Day  
Veteran's 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 worked. If more than one shift is worked on the holiday the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

ARTICLE 26, Section 3(a) Cont.

ARTICLE 26, Section 3(b)(3)

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

(b) To qualify, an extra yard service employe must--

(1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,

(2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or,

(3) if such employe cannot qualify under Section 3(b)(1) or (b)(2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more such days and be so available on the other day or days, and compensation for yard service paid him by the Carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 1: An employe whose service status changes from an extra yard service employe to a regularly assigned yard service employe or vice versa on one of the qualifying days shall receive the basic day's pay provided in Paragraph (a) of Section 3 provided (1) he meets the qualifications set forth in Paragraph (b) of Section 3 on the day or days he is an extra yard service employe and (2) he meets the qualifications set forth in Paragraph (b) of Section 2 on the day or days he is a regularly assigned yard service employe, provided further, that a regularly assigned yard service employe who voluntarily changes his service status to an extra yard service employe on any of the 3 qualifying days shall not be entitled to receive the pay provided for in Paragraph (a) of Section 3.

NOTE 2: For the purpose of Section 3, an extra yard service employe will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the Carrier to perform other service in accordance with rules and practices on the Carrier.

ARTICLE 26, Section 3(b) Cont.  
ARTICLE 26, Section 3(c)

NOTE 3: The term "extra yard service employe" shall include an extra employe on a common extra list protecting both road and yard service, except that an employe, while performing road service, shall not be regarded as being available for yard service, unless compensation for yard service paid him by the Carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 4: The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

NOTE 5: Refer to Section 4 hereof for Special Qualifying Provisions for both Christmas Eve and Christmas Day.

(From Article I--Paid Holidays--Section 3(a) and (b) of November 30, 1960 Agreement; July 17, 1968, January 27, 1972, January 29, 1975 and November 10, 1976.)

(c) Yard service employes who work on any of the ten specified holidays 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, and the allowance of one basic day's pay provided for in Paragraph (a) of this Section 3 for qualifying employes shall be in addition thereto.

(From Article I--Paid Holidays--Section 3(a) of November 30, 1960 Agreement and Article I--Paid Holidays--Section 1(b) of June 25, 1964 Agreement.)

ARTICLE 26, Section 3(d)  
ARTICLE 26, Section 4

(d) As used in this Section 3 the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

(e) 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.

(f) 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 which is also a work day or a vacation day.

(g) Nothing in this Section 3 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of May 25, 1951, as amended.

(From Article I--Paid Holidays--Section 3(d) and (e)  
of November 30, 1960 Agreement as amended by July 17,  
1968, January 27, 1972, January 29, 1975 and November 10,  
1976 Agreements.)

\*Section 4 - Special Qualifying Provision - Employee Qualifying for  
Both Christmas Eve and Christmas Day

An employee 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 employee) or the "calendar day" (for an extra or unassigned employee) 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 employee 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.

(\* From Agreement dated November 10, 1976 NRLC and UTU.)

ARTICLE 27  
ARTICLE 28  
ARTICLE 29  
ARTICLE 30  
ARTICLE 31 (a)

ARTICLE 27

TRANSPORTATION

Yardmen, when transferred to other yards, will be furnished free transportation for themselves, their families and household goods, consistent with Federal or State legislation.

ARTICLE 28

SENIORITY ROSTERS

Seniority lists will be revised as of January and July 1st of each year; copy thereof to be posted where crew board is maintained and copy furnished to the General Chairman and to the interested Local Chairmen.

ARTICLE 29

BULLETINS

Bulletins issued by the Company containing information of interest to yardmen shall be posted in each yard office where it will be convenient for yardmen to review them.

ARTICLE 30

REPRESENTATIVE OF EMPLOYEES

Yardmen shall not be discriminated against for serving as employe representatives; and transportation, consistent with Federal or State legislation, will be granted yardmen acting as employe representatives when reasonable notice is given.

ARTICLE 31

DEADHEADING

(a) Except as provided in Paragraph (b), (c) and (d) of this article, yardmen deadheading at the request of the Company will be allowed four hours pro rata at the rate applicable to the position for which deadheaded if a yard shift is started by them on the date on which deadheaded. If no yard shift is started on the date on which deadhead is made, they will be allowed eight hours pro rata at the rate applicable to the position for which deadheaded.

ARTICLE 31 (b)  
ARTICLE 32 (d)

(b) Yardmen deadheading at the request of the Company between Richmond and San Francisco, in either direction, or between Richmond and Alice Street, Oakland, in either direction, will be allowed thirty (30) minutes pro rata at the rate applicable to the position for which deadheaded, irrespective of whether a yard shift is started on the date on which deadheaded. It is understood that this thirty (30) minutes pro rata allowance includes reimbursement for expenses incurred for bus and/or car fare when deadheading between Richmond and San Francisco or between Richmond and Alice Street, Oakland.

(c) Except as provided in Paragraph (b) of this article and "Note" under this Paragraph (c), when yardmen are deadheaded in the exercise of seniority or deadheaded from one location to another on a district seniority area or from one location to another on a division seniority area in order to comply with other provisions of this agreement, no payment will be made for such deadheading.

(NOTE: Except when deadheading in the exercise of seniority, yardmen deadheading from one location to another on the district seniority area embracing Ash Fork, Prescott and Phoenix-Mobest will be paid under the provisions of Paragraph (a) of this Article 31.)

(d) Yardmen laid off in force reduction on one seniority division and accepting employment on another seniority division will not be paid for any deadheading in connection therewith. (See Item (3), Appendix 9.)

## ARTICLE 32

### LANTERNS, BATTERIES AND BULBS

(a) Yardmen will be furnished electric hand lantern by the Company upon depositing with the Company the actual cost thereof.

(b) Deposits for lanterns (secured from the Company) may be made by yardmen by depositing cash therefor or by signing a deduction order for the amount to be deducted from their pay checks on the current payroll.

(c) When a yardman 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 railroad, whereupon the amount of deposit made when the lantern was issued shall be refunded to him or his estate or heirs.

(d) Replacement of lanterns will be made by the Company without cost to the employe under the following conditions:



ARTICLE 32 (d)(1)  
ARTICLE 33  
ARTICLE 34

(1) When worn out or damaged in the performance of Company service upon return of the lantern issued by the Company.

(2) When stolen while employe is on duty without neglect on part of employe.

(3) When destroyed in the performance of duty.

(e) Yardmen 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.

(f) 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.

(g) Each yardman must provide himself with an electric white lantern meeting the specifications set out in Paragraph (f).

(h) The Company will maintain at convenient locations a supply of batteries and bulbs to be drawn by yardmen as needed to replace those worn out or broken without cost to the yardmen.

ARTICLE 33

HANDLING CABOOSES

Cabooses will be placed on caboose track as soon as possible after arrival at terminals, and without any unnecessary switching.

ARTICLE 34

VACATIONS

(Sections 1-14, 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:\*

ARTICLE 34 Cont.  
ARTICLE 34, Section 1(b)

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 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.)

ARTICLE 34 Section 1(c)  
ARTICLE 34 Section 1(d)

(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 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 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 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.)

ARTICLE 34, Section 1(e)

ARTICLE 34, Section 1(h)

(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 34, Section 1(h) Cont.  
ARTICLE 34, Section 1(l)

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

ARTICLE 34, Section 1(1) Cont.

ARTICLE 34, Section 2(b)(2)

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.

Section 2 - Employees 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

ARTICLE 34, Section 2(b) Cont.  
ARTICLE 34, Section 7(b)

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.

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 be considered as a temporary vacancy and will be handled in accordance with Article 12(n) of this agreement.

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.

(b) - After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

ARTICLE 34, Section 8  
ARTICLE 34, Section 11

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.

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 purpose of this agreement, provided that such understandings shall not be inconsistent with this agreement.

(\* 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 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.

ARTICLE 34 Cont.

3. An employe in freight service on a run of 125 miles, with total time on duty of 12 hours on the trip, will be credited with 1 1/2 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.

ARTICLE 34 Cont.

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 as modified by subsequent agreements.

(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.

ARTICLE 34 Cont.

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, four or five 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 working 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.

ASSIGNMENT OF VACATION PERIODS

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 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,

ARTICLE 34 Cont.

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 " 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 thru Mar. 4	35	Aug. 27 thru 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 thru 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.

ARTICLE 34 Cont.  
ARTICLE 35 (e)

#### OPTION TO ASSIGN VACATIONS ON BASIS OF 51 UNITS

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.

(From General Manager Landreth's letter dated July 5, 1967 to General Chairman Henderson)

#### ARTICLE 35

##### WEARING EYEGLASSES WHILE ON DUTY

(a) Employee 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.

(b) Employees will no longer be required to wear industrial safety glasses.

(c) 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.

(d) Employees 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.

(e) 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.

ARTICLE 35 (f)  
ARTICLE 36 (a)(1)

(f) 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.

(g) 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.

(h) 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.

(i) Carrier will not over-react with discipline procedures in cases where employes have not fully complied with this eyeglass program.

(j) 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.

(From Memorandum of Agreement dated August 5, 1977.)

ARTICLE 36

PHYSICAL RE-EXAMINATION

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 15 days following notice of disqualification, may be given further re-examination as follows:

(a) If disqualified because of physical disabilities:

(1) 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 man is disqualified, their decision is final; if they agree the man is qualified, he will 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.

ARTICLE 36 (a)(2)

ARTICLE 36 (a)(6)

(2) 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 15 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 15-day period may be extended through mutual agreement between the General Chairman and the General Manager.

(3) The railroad company and the employe 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, electrocardiographs, etc., will be borne equally by the employe involved and the railroad company.

(4) 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.

(5) 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.

(6) Should the decision of the board of physicians 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.



ARTICLE 36 (b)  
ARTICLE 36 (b)(1)(D)

(b) If disqualified because of defects in vision, color sense or hearing:

(1) 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 varying 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 tests 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 responses 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 in a recommendation as to the service, if any, to which the individual may be safely assigned.

ARTICLE 36 (c)(1)

ARTICLE 36 (e)

Pay for Time Lost, Deacheading, Etc.,  
in Connection with Physical Re-Examination

(c)(1) 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.

(2) 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:

(A) all time lost, or

(B) 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.

(d) 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 (c)(2) hereof.

(e) 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.

ARTICLE 36 (e) Cont.  
ARTICLE 37  
ARTICLE 38 (a)

\*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 will make a reasonable effort to obtain the medical examination without loss of time. If, in his opinion, he is unable to do so, such advice must be furnished to his appropriate supervisor in order to permit the Carrier to arrange for scheduling such examination which will be a requirement in order to receive pay under this rule for all time lost (if any). After the scheduling of the 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 rescheduling of the examination to avoid loss of time.

(f) 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.

(\* From Memorandum of Agreement dated June 30, 1975.)

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 37

##### HEALTH AND WELFARE

The agreement relating to the establishment and maintenance of a "health and welfare" and "dental" program is not quoted herein, however such agreement will remain in effect in accordance with the terms of any agreements thereto which provide for health and welfare coverage under the Travelers Insurance Company Group Policy No. GA-23000, and Dental coverage under Aetna Insurance Company Group Policy No. GP-12000.

#### ARTICLE 38

##### UNION SHOP AGREEMENT

(a) 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

ARTICLE 38 (a) Cont.

ARTICLE 38 (c)(2)

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.

(b) The requirements of membership provided for in Paragraph (a) of this agreement shall be satisfied if any employe shall hold or acquire membership in any one of the labor organizations national in scope 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.

(c) (1) 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 Paragraph (a) 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 there-in thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their 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 Paragraphs (a) and (b) of this agreement.

(2) 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.

(3) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft, and who, for reasons other than those specified in Items (1) and (2) of this Paragraph (c), are not in service covered by such agreements or leave such service, will not be required to maintain membership as provided in Paragraphs (a) and (b) 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 employees 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 Paragraphs (a) and (b) of this agreement.

(d) 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.

(e) (1) 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 disputes the fact that he has failed to comply with the terms of this 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

ARTICLE 38 (e)(1) Cont.  
ARTICLE 38 (e)(2)

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.

(2) The Carrier shall determine on the basis of the 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 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 Paragraph (e)(3) below. Any request for selection of a neutral person as provided in Paragraph (e)(3) 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.

(3) 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 Item 9 hereof. 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.

(4) 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 Paragraph (b) 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

ARTICLE 38 (e)(4) Cont.  
ARTICLE 38 (g)

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.

(5) The time periods specified in this paragraph may be extended in individual cases by written agreement between the Carrier and the Organization.

(6) 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.

(7) 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.

(8) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

(9) Decisions made pursuant to this paragraph shall be confined to determination of 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.

(f) 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 paragraph for a period in excess of sixty calendar days from date of the last decision rendered under the provisions of Paragraph (e), 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 paragraph 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.

(g) 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 Paragraph (f) shall have no time or money claims by reason thereof.



If the final determination under Paragraph (e) 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 periods specified in Paragraph (f), or while such determination may be stayed by a court, or while a discharged employe may be restored to service pursuant to a 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, misapplication or noncompliance with any provision of this agreement. If the final determination under Paragraph (e) 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.

(h) 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 paragraph 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.

(i) 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.

(j) In the application of the Union Shop Agreement, any employe of the Company 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, 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 Shop Agreement provided he pays to the union

ARTICLE 38 (j) Cont.  
ARTICLE 39 (a)(3)

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 with the time limits provided for in the Union Shop Agreement.

#### ARTICLE 39

#### 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 employes represented by the United Transportation Union, hereinafter referred to as the Organization.

#### IT IS AGREED:

(a) (1) Subject to the conditions hereinafter set forth, the Company will deduct all sums for initiation fees, periodic union 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.

(2) The signed authorization may, in accordance with its terms, only be revoked by executing the revocation form specified herein within:

The fifteen (15) day period immediately following the first anniversary of the effective date of this agreement; or

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.

(3) 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 Paragraph (b) hereof

(b) Deductions, as provided herein, shall be made by the Company in accordance with uniform certified deduction lists furnished to the Auditor of Disbursements in duplicate by the Treasurer of the Local of which the employe is a member. Such lists, together with authorization and revocation of authorization forms, shall be furnished to the Auditor of Disbursements 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 to the Auditor of Disbursements, as follows:

(1) 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.

(2) 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.

(c) 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 the amount of deductions.

(d) (1) 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.

(2) The following payroll deductions shall have priority over deductions covered by this agreement:

ARTICLE 39 (d)(2) Cont.  
ARTICLE 39 (h)(2)

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

(3) 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.

(e) No cost will be charged against the Organization of the affected employes in connection with this Dues Deduction Agreement.

(f) 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.

(g) 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.

(h) (1) In the event of any change in the representation of the craft or class of employes presently represented by the Organization party hereto, this agreement shall be automatically terminated as to such craft or class of employes 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 employes.

(2) This agreement shall become effective March 1st, 1958, and, except as provided in Paragraph (h)(1), shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

(Signatures not reproduced)

(As amended by Agreements dated August 25, 1960  
and January 22, 1974.)

ARTICLE 39 Cont.

ATTACHMENT "A"

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, State and Zip Code

Division \_\_\_\_\_

Occupation \_\_\_\_\_

\_\_\_\_\_, 19\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Lodge No.

ARTICLE 39 Cont.

ATTACHMENT "B"

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, State and Zip Code

Division \_\_\_\_\_

Occupation \_\_\_\_\_

\_\_\_\_\_, 19\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Lodge No.

ARTICLE 40

\*\*PERIODIC RE-EXAMINATION ON OPERATING RULES

For the purpose of establishing a program applicable to employes subject to the rules of the Operating Department and to provide instruction and review classes in connection therewith:

IT IS AGREED:

(a) The Carrier will determine the frequency of the program, i.e., annually, biennial, etc.

(b) The program for each employe shall consist of a total of eight (8) hours.

(c) 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.

(d) The instruction and review classes shall consist of oral presentation and multiple choice examination.

(e) 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 (e).

(f) 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 (f) for the purpose of mutually agreeing to its continuance. Should the parties fail to reach a mutual understanding concerning its continuance, Section (f) will be removed from this agreement.

(g) If an employe does not comply with the time limits prescribed in Section (e) hereof, he will be considered as having failed the examination.

ARTICLE 40 (h)  
ARTICLE 41 (c)

(h) An employe, who earlier in the year was promoted to engineer, conductor or engine foreman, or 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.

(i) 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.

(\*\* From Agreement dated December 14, 1976.)  
.(# Effective January 1, 1981 \$76.79.)

#### ARTICLE 41

##### \* USE OF COMMUNICATION SYSTEMS

(a) 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 employees covered by this agreement. Existing rules to the contrary are hereby eliminated.

(b) On roads where rules now exist which provide for the payment of arbitraries to employees for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

(c) Portable radios hereafter purchased for the use of and carried by ground service employees 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 employees in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.



ARTICLE 41 (d)  
ARTICLE 42 (b)

(d) The size and weight of portable radios used by ground service employees 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.

(e) Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

(f) At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

(\* From Article VII of UTU Agreement dated January 27, 1972.)  
See Appendix 2, Article 16 (Crew Consist Agreement), for requirements for radio when operating reduced crews.

ARTICLE 42

EXPENSES AWAY FROM HOME

\*(a) When the Carrier ties up a road service crew (except short turnaround 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. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

If an allowance is being made in lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging is supplied, or offset against an equivalent allowance. This shall be worked out on a local basis.

\*(b) When the Carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Paragraph (a) of this Article) 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; if held an additional 8 hours a second \$2.75 meal allowance will be allowed.

ARTICLE 42 (b) Cont.  
ARTICLE 43 (a)

NOTE: For the purposes of Paragraphs (a) and (b) of this article, extra board employees shall be provided with lodging 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.

(\* From Article II of June 25, 1964 National Agreement as amended by Articles XI and VI, respectively, of the UTU National Agreements dated January 27, 1972 and August 25, 1978.)

#(c) Effective January 27, 1972, Article II (Expenses Away From Home) of the June 25, 1964 Agreement is amended to cover men in train, engine or yard service called from the extra board or used in the capacity of an extra man to fill vacancies at outlying points subject to the following additional conditions:

(1) 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.

(2) 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.

(\* From Article XI UTU National Agreement dated January 27, 1972.)

#### ARTICLE 43

##### PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

Where employees sustain personal injuries or death under the conditions set forth in Paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in Paragraph (b) below, subject to the provisions of other paragraphs in this article.

##### (a) Covered Conditions:

This article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized\* by the Carrier and are:

- (1) deachheading under orders or
- (2) being transported at Carrier expense.

(b) Payments to be made:

In the event that any one of the losses enumerated in Sub-paragraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in Paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in Subparagraphs (1), (2) and (3) below, the Carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the Carrier, the following benefits:

(1) Accidental Death or Dismemberment

The Carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in Paragraph (a):

Loss of Life	\$150,000
Loss of Both Hands	\$150,000
Loss of Both Feet	\$150,000
Loss of Sight of Both Eyes	\$150,000
Loss of One Hand and One Foot	\$150,000
Loss of One Hand and Sight of One Eye	\$150,000
Loss of One Foot and Sight of One Eye	\$150,000
Loss of One Hand or One Foot or Sight of One Eye	\$ 75,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$150,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(\* See Appendix 18)

(2) Medical and Hospital Care

The Carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under Paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the Carrier.

ARTICLE 43 (b)(3)  
ARTICLE 43 (c)(3)

(3) Time Loss

The Carrier will provide an employee who is injured as a result of an accident covered under Paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the Carrier for time actually lost, subject to a maximum payment of \$150.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the Carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the Carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(c) Exclusions:

Benefits provided under Paragraph (b) shall not be payable for or under any of the following conditions:

(1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;

(2) Declared or undeclared war or any act thereof;

(3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;

(4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or an employee passenger who is under the influence of alcohol or drugs who in any way contributes to the cause of the accident;

(5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;

(6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset:

It is intended this article provide a guaranteed recovery by an employe or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

The Carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the Carrier has made payments pursuant to this article.

The payments provided for above will be made, as above provided, for covered accidents on or after September 1, 1968.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article XI of the Agreement of July , 1968, \_\_\_\_\_ agrees to be governed (employee or personal representative) by all of the conditions and provisions said and set forth by Article XI."

(From Article XI of UTU National Agreement dated July 17, 1968 as amended by Article XIII of UTU National Agreement dated August 25, 1978.)(See Appendix 19.)

ARTICLE 44 (a)  
ARTICLE 44 (a)(3)

## ARTICLE 44

### TRANSFER AND INTERCHANGE

#### Designation of Additional Interchange Tracks

\*(a) (1) 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.

(\* From Section 3 of Article VII, UTU National Agreement dated January 27, 1972.)

#### Handling of Interchange Movements

#(2) 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.

#(3) 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 employees 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.

(# From Sections 4 and 5 of Article VII, UTU National Agreement dated January 27, 1972.)

ARTICLE 44 (b)(1)  
ARTICLE 45  
ARTICLE 46

#### Interchange of Over-the-Road Trains

\*\* (b) (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 caboose.

(2) If road crews referred to in Paragraph (b)(1) of this Article 44 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.

(\*\* From Sections (1) and (2) of Article VII, UTU National Agreement dated January 27, 1972.)

#(c) 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.

(# From Section 6 of Article VII, UTU National Agreement dated January 27, 1972 applicable to Paragraphs (b) and (c) hereof.)(See Appendix 23.)

#### ARTICLE 45

#### 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 46

#### INTERPRETATIONS ON SCHEDULE

If any question arises as to the proper interpretation of any article of this agreement, the matter will be referred to the General Officials for decision. Before rendering such decision the General Officials will arrange through the General Chairman of the General Grievance Committee a meeting with the officers of said committee representing the United Transportation Union after which they will render decision, which will be final until and if changed by action of the General Officials as a result of conference with the full General Grievance Committee.

ARTICLE 47

ARTICLE 47

ENACTING AND TERMINATING CLAUSE

This agreement became effective July 1, 1956 and has been reprinted as of October 1, 1981 to reflect that set forth in the Preamble and to reflect rates effective January 1, 1981.

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 as taken from a particular agreement or Memorandum of Understanding by \*, #, @, etc. will continue to be governed by the 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 understanding not in conflict with this revised agreement will remain in effect.

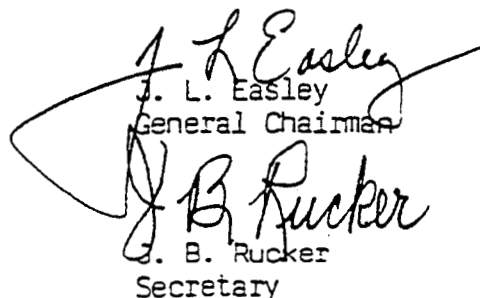
Signed at Los Angeles, California, April 16, 1982.

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  
(Conductors, Trainmen and Yardmen Committees):



J. L. Easley  
General Chairman

J. B. Rucker  
Secretary



Table Showing Time After which  
Overtime Accrues on Runs 100 Miles to  
199 Miles in Length on Speed  
Easis of 20 Miles Per Hour

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
100 .....	5' 00"	135 .....	6' 45"
101 .....	5' 03"	136 .....	6' 48"
102 .....	5' 06"	137 .....	6' 51"
103 .....	5' 09"	138 .....	6' 54"
104 .....	5' 12"	139 .....	6' 57"
105 .....	5' 15"	140 .....	7' 00"
106 .....	5' 18"	141 .....	7' 03"
107 .....	5' 21"	142 .....	7' 06"
108 .....	5' 24"	143 .....	7' 09"
109 .....	5' 27"	144 .....	7' 12"
110 .....	5' 30"	145 .....	7' 15"
111 .....	5' 33"	146 .....	7' 18"
112 .....	5' 36"	147 .....	7' 21"
113 .....	5' 39"	148 .....	7' 24"
114 .....	5' 42"	149 .....	7' 27"
115 .....	5' 45"	150 .....	7' 30"
116 .....	5' 48"	151 .....	7' 33"
117 .....	5' 51"	152 .....	7' 36"
118 .....	5' 54"	153 .....	7' 39"
119 .....	5' 57"	154 .....	7' 42"
120 .....	6' 00"	155 .....	7' 45"
121 .....	6' 03"	156 .....	7' 48"
122 .....	6' 06"	157 .....	7' 51"
123 .....	6' 09"	158 .....	7' 54"
124 .....	6' 12"	159 .....	7' 57"
125 .....	6' 15"	160 .....	8' 00"
126 .....	6' 18"	161 .....	8' 03"
127 .....	6' 21"	162 .....	8' 06"
128 .....	6' 24"	163 .....	8' 09"
129 .....	6' 27"	164 .....	8' 12"
130 .....	6' 30"	165 .....	8' 15"
131 .....	6' 33"	166 .....	8' 18"
132 .....	6' 36"	167 .....	8' 21"
133 .....	6' 39"	168 .....	8' 24"
134 .....	6' 42"	169 .....	8' 27"

Distance  
Miles

Overtime  
Accrues  
After  
Hours

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"

Distance  
Miles

Overtime  
Accrues  
After  
Hours

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

SPEED TABLE BASED ON 12-1/2 MILES PER HOUR

Miles	Hrs.	Min.	Miles	Hrs.	Min.	Miles	Hrs.	Min.	Miles	Hrs.	Min.	Miles	Hrs.	Min.
1		05	51	4	05	101	8	05	151	12	05	201	16	05
2		10	52	4	10	102	8	10	152	12	10	202	16	10
3		14	53	4	14	103	8	14	153	12	14	203	16	14
4		19	54	4	19	104	8	19	154	12	19	204	16	19
5		24	55	4	24	105	8	24	155	12	24	205	16	24
6		29	56	4	29	106	8	29	156	12	29	206	16	29
7		34	57	4	34	107	8	34	157	12	34	207	16	34
8		38	58	4	38	108	8	38	158	12	38	208	16	38
9		43	59	4	43	109	8	43	159	12	43	209	16	43
10		48	60	4	48	110	8	48	160	12	48	210	16	48
11		53	61	4	53	111	8	53	161	12	53	211	16	53
12		58	62	4	58	112	8	58	162	12	58	212	16	58
13	1	02	63	5	02	113	9	02	163	13	02	213	17	02
14	1	07	64	5	07	114	9	07	164	13	07	214	17	07
15	1	12	65	5	12	115	9	12	165	13	12	215	17	12
16	1	17	66	5	17	116	9	17	166	13	17	216	17	17
17	1	22	67	5	22	117	9	22	167	13	22	217	17	22
18	1	26	68	5	26	118	9	26	168	13	26	218	17	26
19	1	31	69	5	31	119	9	31	169	13	31	219	17	31
20	1	36	70	5	36	120	9	36	170	13	36	220	17	36
21	1	41	71	5	41	121	9	41	171	13	41	221	17	41
22	1	46	72	5	46	122	9	46	172	13	46	222	17	46
23	1	50	73	5	50	123	9	50	173	13	50	223	17	50
24	1	55	74	5	55	124	9	55	174	13	55	224	17	55
25	2	00	75	6	00	125	10	00	175	14	00	225	18	00

SPEED TABLE BASED ON 12-1/2 MILES PER HOUR

Miles	Hrs.	Min.	Miles	Hrs.	Min.	Miles	Hrs.	Min.	Miles	Hrs.	Min.	Miles	Hrs.	Min.	Miles	Hrs.	Min.
26	2	05	76	6	05	126	10	05	176	14	05	226	18	05			
27	2	10	77	6	10	127	10	10	177	14	10	227	18	10			
28	2	14	78	6	14	128	10	14	178	14	14	228	18	14			
29	2	19	79	6	19	129	10	19	179	14	19	229	18	19			
30	2	24	80	6	24	130	10	24	180	14	24	230	18	24			
31	2	29	81	6	29	131	10	29	181	14	29	231	18	29			
32	2	34	82	6	34	132	10	34	182	14	34	232	18	34			
33	2	38	83	6	38	133	10	38	183	14	38	233	18	38			
34	2	43	84	6	43	134	10	43	184	14	43	234	18	43			
35	2	48	85	6	48	135	10	48	185	14	48	235	18	48			
36	2	53	86	6	53	136	10	53	186	14	53	236	18	53			
37	2	58	87	6	58	137	10	58	187	14	58	237	18	58			
38	3	02	88	7	02	138	11	02	188	15	02	238	19	02			
39	3	07	89	7	07	139	11	07	189	15	07	239	19	07			
40	3	12	90	7	12	140	11	12	190	15	12	240	19	12			
41	3	17	91	7	17	141	11	17	191	15	17	241	19	17			
42	3	22	92	7	22	142	11	22	192	15	22	242	19	22			
43	3	26	93	7	26	143	11	26	193	15	26	243	19	26			
44	3	31	94	7	31	144	11	31	194	15	31	244	19	31			
45	3	36	95	7	36	145	11	36	195	15	36	245	19	36			
46	3	41	96	7	41	146	11	41	196	15	41	246	19	41			
47	3	46	97	7	46	147	11	46	197	15	46	247	19	46			
48	3	50	98	7	50	148	11	50	198	15	50	248	19	50			
49	3	55	99	7	55	149	11	55	199	15	55	249	19	55			
50	4	00	100	8	00	150	12	00	200	16	00	250	20	00			

APPENDIX "1"

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.

APPENDIX "I" Cont.

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.

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.

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).

E. 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.



APPENDIX "1" Cont.

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.

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.

APPENDIX "1" Cont.

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 a 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.

(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 Railway Company and its employees 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 "2"

CREW CONSIST AGREEMENT

between the

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

and the

UNITED TRANSPORTATION UNION

In full and final settlement of the Carrier's Section 6 Notice dated June 13, 1977, as it pertains to the consist of crews in road and yard service:

IT IS AGREED:

The consist of all road freight and yard crews, except as otherwise provided in this agreement, shall be not less than a conductor (foreman) and two brakemen (helpers). Such crews will hereinafter be referred to as standard crews.

APPENDIX "2" Cont.

Question and Answer No. 1

Q. Does this agreement change in any manner affect the consist of crews in passenger service?

A. No.

Question and Answer No. 2

Q. Does this agreement change in any manner agreement rules and practices pertaining to the filling of conductor/foreman vacancies?

A. No.

Question and Answer No. 3

Q. Does brakeman/helper indicate a combined extra board of brakemen and yardmen?

A. No.

ARTICLE 1

The reduction of road freight service brakeman or yard brakeman (helper) positions from any crew shall be made solely on a pure attrition basis, i.e., no road freight brakeman or yard helper position available to a protected employe under schedule rules will be blanked, nor will a protected employe be furloughed or remain on furlough as long as a reduced crew is operating on his seniority district, except under certain conditions hereinafter provided. A protected employe may elect and be allowed to go on furlough and remain furloughed until needed on a must-fill position rather than exercise seniority on a blanked position.

Question and Answer No. 1

Q. When protected employe(s) voluntarily elects under a stay-at-home agreement to go to a furlough status, is the Carrier prevented from operating a reduced crew under any provisions of the Crew Consist Agreement?

A. No, assuming there is no protected employe(s) off-in-force involuntarily.

Question and Answer No. 2

- Q. Inasmuch as "A protected employe may elect and be allowed to go on furlough and remain furloughed until needed on a must-fill position rather than exercise seniority on a blanked position", may such protected employe rescind his voluntary furlough status and return to service?
- A. After 120 days, the employe may advise in writing of desire to relinquish voluntary furlough status and will also advise board(s) in order of preference he desires to be placed upon at next increase of extra board, being placed thereon, seniority permitting.

Question and Answer No. 3

- Q. When is a protected employe considered involuntarily off-in-force reduction?
- A. When the employe's seniority will not permit the holding of any position, including an extra board, on the employe's entire seniority district.

ARTICLE 2

(a) All employes holding a seniority date on road brakemen and/or yard switchmen seniority rosters on the effective date of this agreement shall be known and designated as "protected employes". Any such employe in a dismissed or suspended status as of the effective date of this agreement, or thereafter, who is subsequently reinstated with seniority rights unimpaired shall also be a protected employe.

Question and Answer No. 1

- Q. Does "or thereafter" apply to future dismissals?
- A. Yes.

ARTICLE 2(b)

(b) A protected employe shall retain the right to exercise seniority to must-fill, blanked or blankable second brakeman or second yard helper positions (except those specified in Article 15 below and assignments which could be manned by one conductor (foreman) and one brakeman (helper) prior to the effective date of this agreement), subject to certain conditions provided for in this agreement. The protection against furlough for employes protected under pre-existing crew consist agreements is preserved.

APPENDIX "2" Cont.

Question and Answer No. 1

- Q. Will blankable second brakeman/helper positions continue to be bulletined?
- A. Yes, where rules now require until no bids are received on such positions from protected employes, in which event the positions will be blanked.

Question and Answer No. 2

- Q. Does a protected employe retain the right to exercise seniority to a blanked second brakeman/helper position?
- A. Yes, if he has a bump coming, except on those specified in Article 15 and assignments which could be manned by reduced crew prior to this agreement.

Question and Answer No. 3

- Q. Will crews hereafter operated on a "one and one" basis pursuant to prior crew consist agreements be subject to the Special Allowance and Productivity Fund payments on the effective date of this agreement?
- A. Yes.

Question and Answer No. 4

- Q. If a permanent vacancy on a blankable position closes without bid, at a time protected employes are off-in-force involuntarily, can you blank position?
- A. No. The junior unassigned protected is force assigned. Past practice would then be followed as to whether a recall to senior OIFR protected (involuntary) is issued immediately or wait until normal checking when time determination will be made as to whether the regulation of the extra board requires issuing recall(s). If there are no protected employes off-in-force involuntarily at the time bids close, the position is blanked.

ARTICLE 2(c)

(c) Brakemen and/or switchmen establishing seniority after the effective date of this agreement shall be known and designated as "non-protected employes" and shall not have the right to exercise seniority to or otherwise be used on blanked or blankable second brakeman or second yard helper positions.

Question and Answer No. 1

Q. Is a non-protected employe's seniority restricted except as set forth in Article 2(c)?

A. No.

Question and Answer No. 2 (Coast Lines Only)

Q. Under Article 10, Section 18 of the current agreement a helper who fails promotion on second attempt forfeits seniority and acquires a new date as helper. Since this new date will be subsequent to the effective date of the Crew Consist Agreement, would a protected employe retain that status?

A. Yes.

ARTICLE 3

(a) The term "must-fill" positions are positions covered by agreements between Carrier and UTU, except second brakeman (yard helper) positions in road and yard service which may be blanked pursuant to this agreement.



APPENDIX "2" Cont.

(b) The term "blanked" position refers to a second brakeman or helper position on a crew which is not filled and works as a "reduced crew."

(c) The term "blankable" position refers to a second brakeman or helper position on a standard crew which is filled by a protected employe and which, under certain specified conditions, can be operated as a "reduced crew" in the absence of a second brakeman/helper.

(d) A "reduced crew" is a crew that operates with a conductor (foreman) and one brakeman (helper).

ARTICLE 4

No Carrier supervisor, official, or non-craft employes (including yardmasters) shall be used to supplant or substitute in the exclusive work of any train or yard crew working under UTU Agreements.

ARTICLE 5

No protected employe will be moved from a standard crew of a conductor/foreman and two brakemen/helpers to a reduced crew of a conductor/foreman and one brakeman/helper in order to make such crew a standard crew of a conductor/foreman and two brakemen/helpers, except as provided in Article 13 hereof.

ARTICLE 6

Permanent must-fill vacancies (other than those referred to in Paragraphs (a), (b) and (c) below), which are not filled voluntarily in the usual manner, will be filled by assigning the most junior brakemen/helpers on the extra board. If non-protected employes are assigned (either by choice or if forced), an equal number of protected employes electing to remain on or go on the extra board will, in reverse order of seniority, lose their status in filling blankable positions so long as non-protected employes are holding must-fill positions. However, a protected employe on the extra board so affected will be permitted to exercise his seniority on any must-fill position held by a non-protected employe at any time by giving the appropriate Carrier officer a twenty-four (24) hour notice.

Question and Answer No. 1

- Q. Do protected employes who lose their status as such, due to non-protected employes holding must-fill positions, lose their trip credits toward the distribution of the Productivity Fund during the period of time they are considered non-protected?
- A. Yes, they are considered for all purposes during this time of lost status the same as any other non-protected employes.

Question and Answer No. 2

- Q. When the above protected employees, who have lost their status, elect to give the 24-hour notice, what are their rights?
- A. They will gain no rights other than those in effect under Dual Seniority prior to crew consist except that granted by Article 6 of this agreement.

ARTICLE 6(a)

(a) Permanent must-fill vacancies and/or additional turns in pool freight service not voluntarily filled in the usual manner will be filled by assigning the most junior protected brakemen among those on the extra board and those holding blankable positions in that pool.

Question and Answer No. 1

- Q. Will the junior protected extra board employee be assigned or the junior of the protected on the extra board and those on blankable pool positions?
- A. The junior protected from the combination of the extra board and the blankable pool positions.

ARTICLE 6(b)

(b) Permanent must-fill vacancies in yard service not voluntarily filled in the usual manner will be filled by assigning the most junior protected helpers among those on the extra board and those holding blankable positions on the same shift (starting time bracket) in the same yard (switching limits).

Question and Answer No. 1

- Q. Does the wording in 6(b), 7(a) and 7(c), reading "same starting time bracket" mean the time periods referred to in existing starting time rules?
- A. Yes, for example, 0630 to 0800, 1430 to 1600, and 2230 to 2400 where three eight-hour shifts are worked in continuous service.

ARTICLE 6(c)

(c) Permanent must-fill vacancies at outlying points not filled voluntarily in the usual manner will be filled by assigning the most junior protected brakemen/helpers among those on the extra board(s) and those holding blankable positions in the same class of service on jobs with the same on-and-off duty points; same working limits; same rates of pay; and the same or nearest the same starting time (not to exceed one hour earlier or later).

APPENDIX "2" Cont.

Protected brakemen/helpers being moved from a blankable position to a must-fill position, as outlined in Paragraphs (a), (b) and (c) above will be made whole for any loss of time that might be incurred while making the forced move.

Question and Answer No. 1

- Q. How is the make-whole calculated for protected employes moving from blankable to must-fill positions under (a), (b) and (c)?
- A. What would have been earned on the last trip or tour of duty on the blankable position versus what was earned on the first trip or tour of duty on the must-fill position.

Question and Answer No. 2

- Q. Does the last paragraph provide for deadhead payment, when deadheaded, if the employe is force assigned?
- A. Current rules prevail.

ARTICLE 7

Protected brakemen and switchmen on the extra board shall be used on blankable second brakemen/yard helper vacancies and on must-fill vacancies to the extent specified below. However, as provided in Article 6 of this agreement, protected extra board employes will not be used on blankable second brakemen/yard helper vacancies as long as they remain on the extra board and must-fill positions are assigned to non-protected employes.

Non-protected brakemen/yardmen on the extra board shall be used only on must-fill vacancies and shall have no claim if run around by a protected brakeman/yardman used on a blankable vacancy.

Question and Answer No. 1

- Q. Will non-protected brakemen/yardmen be called in their turn from the extra board to fill second brakemen/helper positions or vacancies in instances where it is mandatory to use a standard crew under the terms of this agreement?
- A. Yes, under such circumstances second brakemen/yardmen positions or vacancies will be classified the same as "must-fill" positions or vacancies.

Question and Answer No. 2

Q. If the vacancy is for a blankable position and one or more non-protected stand 1st, 2nd, etc., do you run around these and call a protected extra board employe?

A. Yes.

Question and Answer No. 3

Q. Would you call a protected extra board brakeman with prior service (not rested) for a blankable position, even if called around a non-protected brakeman?

A. Yes, if in the option of dispatcher the employe has sufficient time to make the trip. Prior rules and practices remain unchanged.

Question and Answer No. 4

Q. Will a protected employe occupying a blankable position be subject to discipline if a call is missed for service on other than his regular assignment?

A. No.

ARTICLE 7(a)

(a) Yardmen's Extra Board. All extra board yardmen will continue to be confined to five straight-time, eight-hour shifts in their work week under the Five-Day Work Week Agreement currently in effect. Road service work not to be considered.

After all available extra board yardmen have worked their allotted number of shifts, or the extra board is exhausted, any must-fill vacancy will be filled in seniority order by a protected helper who has in a written request and who is assigned to work that day on a blankable position in the same starting time bracket in which the vacancy exists. The senior protected yardman contacted will fill the vacancy and will receive no less compensation than would have been earned on his own assignment. In the absence of an available protected helper with a written request, the junior protected helper working a blankable position in the same starting time bracket will fill the vacancy and will receive no less compensation than would have been earned on his own assignment.

In the event there are no available protected yard helpers holding blankable positions in the same starting time bracket in which the vacancies exist, said vacancies will be filled in accordance with the rules or practices in effect prior to this agreement.

APPENDIX "2" Cont.

Question and Answer No. 1

- Q. Will a time and one-half tour of duty in yard service be counted as a day against a helper on the yard extra board under the provisions of this Article 7(a)?
- A. No, time and one-half tours will not be counted in computing the five straight-time, eight-hour shifts in his work week.

Question and Answer No. 2

- Q. When the most junior available protected yard helper on a blankable position in the same starting time bracket is used on a must-fill vacancy, does the overtime rate apply because of doubling?
- A. No, only straight time rate is applicable.

Question and Answer No. 3

- Q. If a yardman is holding a 3:00 p.m. assignment and is not notified until arrival his services are needed at 4:00 p.m., when will his pay and overtime commence?
- A. Pay shall commence at 3:00 p.m., overtime after 11:00 p.m.

Question and Answer No. 4

- Q. If a yardman is holding a 4:00 p.m. assignment and is not notified until arrival at 4:00 p.m. his services were needed at 3:00 p.m., when will his pay and overtime commence?
- A. Pay shall commence at 4:00 p.m. with a minimum of a basic day, overtime after 12:00 midnight.
- Q. If the above man shows at 3:30 p.m., when will pay and overtime commence?
- A. 3:30 p.m. and 11:30 p.m., i.e., when placed with the crew.

Question and Answer No. 5

- Q. Would you run around non-protected yardmen and use a protected employe even if it would result in time and one-half payment?
- A. Yes, so long as the employe is fully rested under the Hours of Service Law.

Question and Answer No. 6

- Q. If there was a blankable vacancy on a 7:00 a.m. engine and a must-fill vacancy on an 8:00 a.m. engine with only one extra board yardman, who was a protected employe, how would you fill the positions assuming the one regular helper on the 7:00 a.m. engine was the junior protected helper working a blankable position in the same starting time bracket?
- A. The protected extra board yardman would be called for the 7:00 a.m. blankable vacancy and then notified to protect the 8:00 a.m. must-fill position.

Question and Answer No. 7

- Q. Is it permissible to hold back a yard extra board protected employe, thus running around such employe, so he may be used at a later time to fill a specified vacancy requirement?
- A. No.

ARTICLE 7(b)

(b) Brakemen's Extra Board.

(1) When extra board brakemen have earned 1,000 miles in a work week (a period of seven consecutive days starting with Friday), they will not be used for the remainder of the work week on other than must-fill vacancies.

(2) When the extra board is exhausted, must-fill vacancies on assignments protected by that extra board will be filled by the junior available protected brakemen holding blankable positions at that point. The protected brakemen being forced from their regular blankable positions will be paid not less than they would have earned on their regular assignments.

(3) The rotation of pool turns will be maintained and the turns will be run first in first out.

(4) When the extra board is exhausted and a must-fill vacancy cannot be filled in accordance with Item (2) above, a must-fill vacancy in pool freight service will be filled by stepping up the first out available brakeman in that pool. In other service, the senior brakeman at that point will be used on the must-fill vacancy.

(5) When a brakeman is used from a must-fill position to another must-fill position under Item (4) above, he will be paid the earnings of his regular assignment in addition to what he earns on the temporary vacancy.

APPENDIX "2" Cont.

Question and Answer No. 1

- Q. What earnings will be used to compute the 1,000 miles in road service for extra board employes under the provisions of Article 7(b)?
- A. All miles paid for less arbitraries, i.e., miles run, with a minimum of 100, overtime and deadhead, passenger miles to be equivalent freight miles.

Question and Answer No. 2

- Q. Will an extra board employe be relieved from an outlying assignment after earning 1,000 miles in a work week?
- A. Yes, provided relief is available and the position is to be filled under the terms of this agreement.
- Q. Will the extra board employe sent to relieve the employe who has earned 1,000 miles in the work week be allowed deadhead pay when deadheaded?
- A. Yes, as well as the employe relieved who has earned the 1,000 miles.

Question and Answer No. 3

- Q. Would you call a protected extra board brakeman with prior service (not rested) for a blankable position, even if called around a non-protected brakeman?
- A. Yes, if in the opinion of dispatcher the employe has sufficient time to make the trip. Prior rules and practices remain unchanged.

Question and Answer No. 4

- Q. While it is the responsibility of the extra board brakemen to register their miles, must they also maintain the accumulated total?
- A. No.

Question and Answer No. 5

- Q. Would the miles made by an extra board brakeman as emergency conductor be charged against the brakemen's extra board?
- A. No, only to the conductors' extra board.

Question and Answer No. 6

- Q. How long is a standard road switcher crew going to be worked as a reduced crew when a member of that crew lays off for cause after commencing duty or ties up under the Hours of Service, when there are available extra protected brakemen on the extra board?
- A. Assuming the road switcher is assigned on a turnaround basis, until that tour of duty is completed. If the vacancy is for the conductor's position and there is a promoted brakeman on the crew, the senior promoted will be used as conductor and the brakeman's position will not be filled. In either case, the remaining two crew members will be paid the Special Allowance and payment will be made to the Productivity Fund. In both instances there will be no claim for not filling the brakeman's position; however, the brakeman used as conductor will be allowed a minimum of a day as conductor in addition to payment due as brakeman until placed in service as conductor.

Question and Answer No. 7

- Q. When a member of a standard road crew ties up en route under the Hours of Service Law, will the remaining crew members be paid the \$5.64 Special Allowance and \$48.25 payment made to the Productivity Fund if they are instructed to work as a reduced crew?
- A. Yes.

Question and Answer No. 8

- Q. Will a protected employe occupying a chain gang or pool turn position be subject to censure or discipline if a call is missed for service on other than his own pool turn or chain gang position?
- A. No.

Question and Answer No. 9

- Q. After extra board trainmen have earned their 1,000 miles, how are they utilized?
- A. They will continue to remain on the extra board, working on a first-in, first-out basis; however, their use from the extra board will be limited to the service available to non-protected extra board brakemen until the commencement of a new work week.



APPENDIX "2" Cont.

Question and Answer No. 10

- Q. Shall rotation of pool turns be run first-in, first-out?
- A. The provision "first-in, first-out" was written specifically in the agreement to indicate the Carrier would use employes to fill out the crew when the regular members were off the turn, rather than just permit the turn to remain first out and use the second out crew in its place.

Question and Answer No. 11

- Q. What does "at that point" mean in 7(b)(2) and (4)?
- A. In (2) if there was a vacancy at an outlying point, it would first be filled by the junior brakeman holding a blankable position at the same outlying point, thence to the extra board point. In (4), pool service is filled from the same pool, whereas any other service is filled by the senior of all service, i.e., pool, local, switcher, etc., at the pool point regardless of where the vacancy exists.

Question and Answer No. 12

- Q. When a protected employe is involuntarily off in force and a reduced crew is operated, do you count the mileage of the unoccupied position for mileage regulation purposes?
- A. Yes, so long as a protected employe is involuntarily off-in-force reduction and the reduced crew did not result from personal leave day(s).

ARTICLE 8

The Carrier shall maintain a sufficient number of employes to permit reasonable lay-off privileges and to protect must-fill vacancies, vacations, personal leave days and other extended vacancies.

There will be no change in the existing practices or agreements in the regulation of the number of turns (crews) in chain gang freight pools. Where extra boards are not guaranteed the local chairmen and local officers will agree on the number of employes to be assigned to the respective extra boards under current regulation rules.

Question and Answer No. 1

- Q. When a protected employe is involuntarily off-in-force and a reduced crew is operated, do you count the mileage of the unoccupied position for mileage regulation purposes?

- A. Yes, so long as a protected employe is involuntarily off-in-force reduction and the reduced crew did not result from personal leave day(s).

ARTICLE 9

In the event a standard yard crew member fails to report for duty at the assigned reporting time, the remaining crew members may be required to work on a reduced crew basis not to exceed one hour if there is an available protected helper on the extra board who will be called to fill the vacancy. If there is no available protected helper on the extra board, the position will be blanked and the remaining crew members will finish that tour of duty. They shall be paid the Special Allowance and payment will be made to the Productivity Fund as provided for in Articles 18 and 19 of this agreement.

ARTICLE 10

In the event that any member of a standard yard crew discontinues duty before completion of the crew's tour of duty, he shall be paid for the actual time on duty. If a replacement is called, the remaining two crew members may be required to work not to exceed one hour. The Carrier may elect to tie the crew up rather than call a replacement, or in the event no protected helper is available from the extra board, the remaining two crew members may be required to work on a reduced crew basis and receive the Special Allowance and payment shall be made to the Productivity Fund as hereinafter provided in Articles 18 and 19.

Question and Answer No. 1

- Q. When a member of a standard yard crew discontinues service during a tour of duty and the extra board is exhausted, is the Carrier required to call a yardman from any other source, such as those having request under the provisions of Side Letter No. 8 or its equivalent, to fill the vacancy?
- A. No.

ARTICLE 11

In the event a standard road crew member (brakeman) fails to report before departure of his train from the home terminal (i.e., before the train starts to move from the track on which it was made up), the crew may be used on a reduced crew basis to and from the away-from-home terminal provided the trains they operate do not exceed 121 cars, or 6,840 feet, exclusive of engine(s) but including caboose(s). The two crew members so used will be paid the Special Allowance and payments will be made to the Productivity Fund as provided in Articles 18 and 19 of this agreement.

APPENDIX "2" Cont.

If a brakeman of a standard crew is given less than the required advance call, the train will be held until the brakeman reports but not to exceed the amount of time the call was short.

Question and Answer No. 1

- Q. If there is switching to be performed and one member of the standard road crew fails to report for duty at the on-duty time, may the crew commence switching and depart from the terminal or complete their tour of duty as a reduced crew?
- A. Yes, under these circumstances the time the crew starts switching rather than the time "the train starts to move from the track on which it was made up", will be controlling in the application of Article 11.

Question and Answer No. 2

- Q. If a reduced crew is used under Article 11, is there any prohibition against setting out, picking up or switching on either the trip to the away-from-home terminal or the trip to the home terminal?
- A. No, unless otherwise prohibited in other current rules applicable to standard crews.

ARTICLE 12

If a brakeman on a standard train crew on a straight-away road assignment at the away-from-home terminal is unavailable for reasons of his own, including marking off, the remaining two crew members may be required to work back to their home terminal, providing the train does not contain more than 121 cars, or 6,840 feet exclusive of engine(s), but including caboose(s), and will receive the Special Allowance and payment will be made to the Productivity Fund as provided in Articles 18 and 19 of this agreement.

In the event that the train does contain more than 121 cars, or 6,840 feet exclusive of engine(s), but including caboose(s), so as to require a standard crew, and unless otherwise agreed to by the Local or General Chairman, the second brakeman position will be filled in accordance with the applicable provisions of Article 13 below.

ARTICLE 13

At the away-from-home terminal, when (1) a vacancy exists on a reduced crew or (2) the train on which the crew is to be used requires a standard crew, or (3) in order to restore a reduced crew to a standard crew handling a train in excess of 121 cars, or 6,840 feet as provided in Articles 11 and 12, the vacancy will be filled in the following sequence:

(a) By stepping up the first rested and available brakeman from a blankable position in the same pool.

(b) By stepping up the first rested and available brakeman from a must-fill position in the same pool.

(c) By deadheading a brakeman from the home terminal.

In the application of Paragraphs (a) and (b), it is understood that subsequent brakemen will not be stepped up to fill a vacancy on a crew from which a brakeman had been stepped up, in order to make that crew a standard crew. The brakeman who is stepped up to restore a crew to a standard crew as provided for in the first paragraph of this Article 13 will be allowed the Special Allowance as provided in Article 18 of this agreement separate and apart from the make-whole provisions set forth next below.

Brakemen used off their regular assignment under (a) or (b) above will be returned to their regular assignment at the home terminal and will receive no less compensation than they would have earned had they remained on their regular assignment.

Question and Answer No. 1

Q. Under what circumstances is the Carrier restricted from stepping up a brakeman at the away-from-home terminal to fill vacancy on a second brakeman position?

A. Only when the vacancy he stepped up to was caused by the Carrier in order to operate a previous train out of the away-from-home terminal requiring a standard crew. Vacancies caused by brakemen marking off at the away-from-home terminal for reasons of their own on reduced or standard crews may be filled as provided for in Article 13(a) and (b) without restriction.

Question and Answer No. 2

Q. When stepping up a brakeman at the away-from-home terminal under Article 13(a), which brakeman on the crew should be selected?

A. Except when both brakemen on the crew are extra board brakemen, the senior brakeman should be selected. If both are extra board brakemen, the one who stood first out when they were called from the extra board should be selected. If the brakeman so selected cannot be contacted, the other brakeman on the crew may be used.

Question and Answer No. 3

Q. Will a trainman who stands to be stepped up under this article be disciplined should he miss the call?

A. No.

ARTICLE 14

The following car limits and train length limitations shall be made effective in road freight service:

Trains of one to 71 cars but not to exceed 4,015 feet in length, exclusive of engine(s) but including caboose(s), may be operated with a reduced crew of one (1) conductor and (1) brakeman, subject to other provisions of this agreement.

Trains of 72 cars to 121 cars but not to exceed 6,840 feet in length, exclusive of engine(s) but including caboose(s), may be operated with a reduced crew of one (1) conductor and one (1) brakeman by agreement between the appropriate UTU Local Chairman or Local Chairmen and local carrier officers with the approval of the appropriate General Chairman or General Chairmen and Carrier's Vice President-Personnel and Labor Relations.

Trains consisting of more than 121 cars or exceeding 6,840 feet in length, exclusive of engine(s) but including caboose(s), will be operated only with a standard crew.

Employees will not be required to operate with less than the required train crew consist specified in this agreement nor will they be censured or disciplined in any manner for refusal to do so.

Question and Answer No. 1

Q. Do the car limits and train length provisions of Article 14 apply to assignments which could be manned by one conductor and one brakeman prior to the effective date of this agreement?

A. Yes.

Question and Answer No. 2

Q. Do car limits and train length provisions of Article 14 apply to traveling switchers classified as road assignments?

A. Yes, when handling train between stations on road trip.

ARTICLE 15

(a) New business or new service operations of trains not exceeding 121 cars or 6,840 feet in length, exclusive of engine(s) but including caboose(s), such as piggyback, unit and commodity trains, established to compete with other modes of transportation, such as trucks, ships and barges; and all non-revenue trains, such as snow plows, work or wreck trains (including handling of wreck trains, terminal to terminal) may be operated with a reduced crew of not less than one (1) conductor/foreman and one (1) brakeman/yard helper.

Question and Answer No. 1

Q. Prior to the effective date of this agreement, there were four pool crews in service on a division and after the effective date of this agreement business increases and two additional pool crews are added to the pool service. Can this be considered new business or new service operations?

A. No.

Question and Answer No. 2

Q. If new business is obtained from other modes of transportation, can it be protected by reduced crews, including pool crews?

A. Yes.

(b) Where such service is protected from extra boards or by crews exclusively assigned to such service, it may be manned by reduced crews. When such service is protected by standard crews, second brakeman (helper) vacancies will be filled by available protected extra board brakemen (helpers) to the extent provided for in Article 7 of this agreement.

ARTICLE 15(c)

(c) Car limits and train lengths set forth in this agreement do not apply to reduced Hours of Service relief road crews, except that if the train consists of more than 71 cars or 4,015 feet, no scheduled work will be performed en route to the terminal.

Question and Answer No. 1

Q. In the event a crew is relieved because of the Hours of Service Law before departing its initial terminal and a relief crew is called to handle the train of the crew being relieved, will the car limits and train lengths, as provided for in Article 14 hereof, apply to the relief crew?

APPENDIX "2" Cont.

A. Yes, because the train has not departed its initial terminal.

Question and Answer No. 2

Q. Does this application have any effect on yard crews, reduced or standard, being used to handle Hours of Service Law trains within the 15-mile limit?

A. No.

ARTICLE 16

(a) Portable radios will be furnished each member of a reduced crew consisting of one conductor (foreman) and one brakeman (yard helper) for his use while on duty. Such radios 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 pocket. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function. Carrier will be responsible for maintenance of radios and employees will not be held responsible for failure or malfunction of radio equipment unless obviously caused by employe abuse or tampering.

Question and Answer No. 1

Q. Does any part of Article 16 supercede or amend the provisions of the Radio Rules contained in Rules - Operating Department.

A. No.

Question and Answer No. 2

Q. How will the portable radios be "furnished" to members of reduced crews?

A. They will be made available at the on-duty point for crew members to pick up who will turn them in at the off-duty point.

ARTICLE 16(b)

(b) Sufficient frequency channels will be utilized to provide safe communication.

Question and Answer No. 1

Q. Is it understood the Carrier cannot furnish extra channels if they are not available to the Carrier.

A. Yes.

ARTICLE 16(c)

(c) Except in an emergency, reduced yard crews will not be required to start switching or perform transfer service without operable portable radios and, in addition, operable radio on engines nor will they be censured or disciplined in any manner for refusing to do so.

Question and Answer No. 1

- Q. Presently there are some reduced crews operating without benefit of radios for each member of crew. Will the new rule require each member to have a radio immediately?
- A. No. Operation will continue in accordance with past practice until an ample supply of radios have been received, but within six months unless otherwise mutually agreed to.

Question and Answer No. 2

- Q. What will be the requirements for providing radios to other reduced crews?
- A. If the Carrier originates an order upon notification of ratification, six months' extension will be provided. Should there be failure of delivery through no fault of the Carrier, the matter will be further discussed.

Question and Answer No. 3

- Q. When a member of a standard yard crew fails to report or discontinues service before completion of tour of duty, will such crew be provided with portable radios?
- A. Yes, when under the provisions of this agreement the crew is classified as a reduced crew and entitled to the Special Allowance and payment is to be made to the Productivity Fund.

Question and Answer No. 4

- Q. How long will a reduced yard crew be required to work after radio fails while working?
- A. After the 6-month period, not to exceed 1'00" from time of notification except at China Basin.



ARTICLE 16(d)

(d) Except in an emergency, reduced crews in road service will not be required to perform switching or depart a terminal with train not having radio communication between rear and head end of train in addition to operable portable radios, nor will they be censured or disciplined in any manner for refusing to do so.

Question and Answer No. 1

Q. What is meant by the wording, "head end of train"?

A. The control unit of the locomotive.

Question and Answer No. 2

Q. What is an "operable portable radio"?

A. One which will transmit and receive.

Question and Answer No. 3

Q. Presently there are some reduced crews operating without benefit of radios for each member of crew. Will the new rule require each member to have a radio immediately?

A. No. Operation will continue in accordance with past practice until an ample supply of radios have been received, but within six months unless otherwise mutually agreed to.

Question and Answer No. 4

Q. What will be the requirements for providing radios to other reduced crews?

A. If the Carrier originates an order upon notification of ratification, six months' extension will be provided. Should there be failure of delivery through no fault of the Carrier, the matter will be further discussed.

Question and Answer No. 5

Q. How long is a road switcher crew going to be worked as a reduced crew without a radio?

A. After the 6-month period, not beyond the end of that tour of duty.

ARTICLE 17

(a) The Carrier is not restricted by this agreement from establishing or continuing assignments which have been single-position assignments such as but not limited to pilots, skatemen and car retarder operators.

(b) Where the Carrier elects to operate a job with a crew consist in excess of that required by this agreement, and the excess position on a crew is filled for five (5) consecutive days, the senior employe making application for the position will be assigned if the position is to be continued. The position may be abolished at any time pursuant to the usual notice requirements.

Question and Answer No. 1

- Q. How will it be known that the Carrier has elected to operate a job with a crew in excess of that required by the agreement?
- A. It will not be assumed that the Carrier has elected to operate a job with a crew in excess of that required by the agreement unless the blankable position on the crew is filled for five (5) consecutive days and on one or more of those days the position is filled by a non-protected employe. In other words, Article 17(b) will not apply to situations where the second brakeman/helper position is filled as the result of using protected employes from the extra board or as the result of a protected employe exercising his right to fill a blankable position in conformity with the agreement. However, the Carrier may post a notice or bulletin a job with two or more brakeman/helper positions designated as must-fill positions.

ARTICLE 18

Beginning on the effective date of this agreement, road freight train and yard service crew members, both protected employes and non-protected employes, working on reduced crews shall be paid an additional Special Allowance of \$4.00, as adjusted, for each tour of duty worked, as compensation for the additional services and responsibilities consistent with the operation of a reduced crew.

The \$4.00 Special Allowance is subject to all retroactive wage and cost-of-living allowance increases from January 1, 1978, and to all future wage and cost-of-living allowance increases becoming effective on or subsequent to the date of this agreement.

APPENDIX "2" Cont.

Question and Answer No. 1

- Q. With respect to Questions and Answers 1 and 2 applicable to Article 19(a), what Special Allowances would be paid?
- A. The Special Allowances would be paid the same, one.

Question and Answer No. 2

- Q. When a member of a standard road crew ties up en route under the Hours of Service Law, will the remaining crew members be paid the \$5.64 Special Allowance and \$48.25 payment made to the Productivity Fund if they are instructed to work as a reduced crew?
- A. Yes.

ARTICLE 19

(a) For each yard tour of duty or road freight service trip that a crew is operated with one (1) conductor or foreman and one (1) brakeman or yard helper, the Company will pay into the Employees' Productivity Fund the sum of \$48.25. This payment will be made on a pay period cash basis for the sole and exclusive benefit of the eligible protected road freight train and yard service employees represented by the United Transportation Union and is to be considered as an account or trust of and for the protected employees as a sharing in productivity savings. The \$48.25 payment will not be subject to future general wage increases or cost-of-living adjustments.

Question and Answer No. 1

- Q. When a reduced crew protects an ID train, even though for pay purposes, a new day commences out of a recognized terminal, how many payments are made to the Productivity Fund?
- A. One.

Question and Answer No. 2

- Q. If a crew is called for straight away or turn around service into or out of a point which, for pay purposes, may require payment of a new day, how many payments will be made to the Productivity Fund?
- A. One.

Question and Answer No. 3

Q. When a member of a standard road crew ties up en route under the Hours of Service Law, will the remaining crew members be paid the \$5.64 Special Allowance and \$48.25 payment made to the Productivity Fund if they are instructed to work as a reduced crew?

A. Yes.

ARTICLE 19(b)

(b) Separate Employee Productivity Accounts shall be maintained for each particular road and yard seniority district unless otherwise agreed to by the General Charimen and Carrier's Vice President - Personnel and Labor Relations. At the end of each year, each protected employe performing service in that particular seniority district will share in the division of the Employees' Productivity Fund, according to the number of yard tours of duty and/or road freight trips performed in that district during that calendar year. For equity purposes, each paid vacation day taken by a protected employe in road freight and/or yard service will be credited in computing his share of the Productivity Fund.

EXAMPLE

Amount in fund at the end of year	\$288,000
Number of protected employes	200
Total number of road freight service trips and/or yard tours of duty by protected employes only	12,000
$\$288,000 \div 12,000 = \$24$ per share	
Each protected employe receives	
\$24 x the number of his trips	
or tours of duty.	

Question and Answer No. 1

Q. Do the number of days not worked while protecting the extra board go to the credit of the protected employe toward the number of yard tours of duty credited for the purpose of sharing in the Productivity Fund?

A. No, only actual service performed in freight or yard service is so credited.

Question and Answer No. 2

Q. In the event of the death of a protected employe who is entitled to payment from the Productivity Fund, will his part be paid to the estate or beneficiary?

APPENDIX "2" Cont.

A. Yes, at the end of the year when disbursements are made.

Question and Answer No. 3

Q. Section (b) provides that for each paid vacation day taken by a protected employe he will be credited with that day in computing his share of the Productivity Fund. Will "Personal Leave" days taken by an employe also be credited in computing his share of the Productivity Fund?

A. No.

Question and Answer No. 4

Q. How many shares will be credited for each week of vacation taken by a protected employe in road freight or yard service under this Article?

A. Seven.

Question and Answer No. 5

Q. Will tours of duty in road or yard service on single position assignments such as pilots, skatemen and car retarder operators worked by protected employes be credited in computing their share of the Productivity Fund?

A. Yes.

Question and Answer No. 6

Q. If an employe is due an adjustment in wages due to being used off his assignment, does he receive any additional yard tours or road freight trips other than those he actually performed for purpose of determining personal share count?

A. No.

ARTICLE 19(c)

(c) The productivity sharing provided for above is limited to the extent that the total amount of a protected employe's annual share of the Employees' Productivity Fund cannot exceed one-third (1/3) of his total compensation for that calendar year.

EXAMPLE

The protected employe earns \$27,000 for service performed. His payment from the fund for the year could not exceed \$9,000 (1/3 of \$27,000).

Question and Answer No. 1

Q. Is it understood to mean only compensation from the Carrier?

A. Yes. Compensation from any other source cannot be taken into account.

Question and Answer No. 2

Q. In view of the requirements of the Agreement covering Productivity Accounts, are Articles 19(c) and (i) of the Crew Consist Agreement interpreted to mean fiscal year in lieu of calendar year?

A. Yes.

(d) Payment made to protected employes out of the Productivity Fund shall not be included in computing vacation pay.

(e) When a protected employe has shares in more than one Productivity Account, the amounts due from each account will be combined and the total amount paid cannot exceed one-third (1/3) of his total compensation for that calendar year.

(f) When computing one-third (1/3) of a protected employe's total compensation in any calendar year, payments or credits received from the Productivity Fund will not be included in the computation.

(g) Payments made to protected employes out of the Productivity Fund shall not be used in the computation of any monetary guarantees.

(h) A part-time Union officer who is unable to work in road freight or yard service due to performing official union work will be credited for such actual days lost from his assignment toward his number of tours of duty or trips in computing his share of the Productivity Fund. The General Chairman will furnish as soon as possible, but not later than \*October 31 each year, to the Carrier's Payroll Accounting Department the information necessary to properly credit those individuals for the number of tours of duty or trips to be so computed. (\*Changed from January 31 per Letter of Understanding dated October 5, 1981)

(i) The Company's pay period cash deposits to the Employees' Productivity Fund may be discontinued after the actual dollar amount deposited in the current calendar year is equal to not less than the full amount required to pay all protected employes a full one-third of their annual compensation for the preceding calendar year, adjusted to include cost-of-living and general wage increases due in the current calendar year. If the amount paid in is not adequate to pay all monies due under this agreement, the Company will make up the deficit.

Question and Answer No. 1

Q. In view of the requirements of the Agreement covering Productivity Accounts, are Articles 19(c) and (i) of the Crew Consist Agreement interpreted to mean fiscal year in lieu of calendar year?

A. Yes.

(j) The necessary arrangements for the establishment and administration of the Employees' Productivity Fund in compliance with ERISA and other applicable legal requirements will be finalized within 120 days from the effective date of this agreement.

ARTICLE 20

To expedite attrition an individual protected employe may request or may be offered in seniority order by the Carrier the opportunity for voluntary early separation and accept a lump sum separation allowance and other considerations in lieu of all other benefits and protection provided in this agreement. Such employe will be given an opportunity to elect hospital-surgical coverage for himself and his dependents in lieu of a portion or all of the severance allowance agreed upon, if he so desires.

Such request or offer for early voluntary separation shall be in writing and subject to the approval and option of both the individual employe and Carrier's Vice President-Personnel and Labor Relations.

Question and Answer No. 1

Q. Is the Carrier precluded from entertaining any protected employes' request for separation because there are senior protected employes who have not separated?

A. No.

ARTICLE 21

The Carrier shall continue to apply the provisions of Article VIII of Mediation Agreement A-10222 dated August 25, 1978 in the hiring of firemen.

ARTICLE 22

(a) Effective May 15, 1981, all train service employes in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave days on the following graduated basis:

<u>Years of Service</u>	<u>Personal Leave Days Per Year</u>
Less than 5 years	2 Days
Five years and less than 10 years	4 Days
Ten years and less than 15 years	6 Days
Fifteen years and less than 20 years	8 Days
Twenty years or more	10 Days

Question and Answer No. 1

Q. An employe who will have five years of service on August 1, 1981, takes two personal leave days prior to that date. Is he entitled to an additional two personal leave days after August 1, 1981?

A. Yes.

Question and Answer No. 2

Q. In determining length of service, does clerical, mechanical, etc. service count?

A. No, only continuous service as brakeman-conductor and/or yard helper-engine foreman.

ARTICLE 22(b)

(b) The number of personal leave days each road freight service employe is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road service or in the exercise of dual road and yard seniority rights.

Question and Answer No. 1

Q. If a man with more than five years and less than ten years of service, who is entitled to four personal leave days a year (receives or could have received 6 paid holidays but did not qualify due to unavailability on qualifying day or days), goes to road service, which does not qualify for holiday pay, would he be entitled to four personal leave days?

A. Yes, but he could not get more than ten personal leave days and holiday, through the combination of the two.

Question and Answer No. 2

Q. In the event the same man, who qualified for and who is entitled to four personal leave days, works a yard job or a road job qualifying for holiday pay and earns seven paid holidays and then takes a job that does not qualify for holiday pay, how many personal leave days would he then be entitled to?

A. Three.



Question and Answer No. 3

- Q. In the case of a 20-year brakeman working the first part of the year on freight trains not governed by holiday pay, and during such time uses all ten days of his "personal leave," then goes to a road freight run covered by Holiday Pay rules, or year service covered by Holiday Pay rule, what is his eligibility for holiday pay?
- A. He would not be eligible for holiday pay, as he used his maximum ten days for the year, and no more holiday-pay days would be due; similarly, if he used five days of personal leave, he would only be eligible for the five holiday-pay opportunities the remainder of the year, i.e., in no event can a man accrue more than ten days' personal leave or holiday pay opportunities in combination.

Question and Answer No. 4

- Q. If a passenger service employe, where no holiday pay applies, goes into freight service where the personal leave days apply, is he eligible for such days when in freight service?
- A. Yes.

Question and Answer No. 5

- Q. If the employe requests and is granted a personal leave day on the day that would be a qualifying day for holiday pay, how shall such day be treated?
- A. For holiday pay purposes, it will be treated the same as a vacation day.

ARTICLE 22(c)

(c) Personal leave days may be taken upon 24 hours' notice to the designated carrier representative, and the employe will be paid one basic day at the rate of the last service performed for each personal leave day or days. Should the Carrier refuse an employe's request for personal leave day or days, any leave days not granted by subsequent requests will be carried over, but will be requested and granted prior to May 1 of the following year.

The Carrier will have the option of granting personal leave days which are requested with less than 24 hours' notice, but refusal of such request shall not constitute a right to carry those day(s) over.

Question and Answer No. 1

Q. An employe has five years of service as of December 29, 1980, and is entitled to four personal leave days, but there are only three days remaining in the year. After taking three personal leave days, may he then carry the fourth day over into the next year?

A. No.

Question and Answer No. 2

Q. If an employe did not request all or part of entitled personal leave days, can they be carried over to the next calendar year?

A. No.

Question and Answer No. 3

Q. Does an employe going into road freight service have to perform one or more road trips before requesting personal leave day(s)?

A. Yes.

Question and Answer No. 4

Q. If an employe expires before taking his personal leave days, will the personal leave days be paid to his estate?

A. No.

Question and Answer No. 5

Q. Is it permissible for an employe to request 10 personal leave days and then only take 5 personal leave days?

A. No, unless authorized by the Carrier.

Question and Answer No. 6

Q. Can an employe request 5 personal leave days and then extend the leave days to 10 after starting the leave days?

A. Yes, if Carrier grants approval.

ARTICLE 22(d)

(d) Personal leave day or days will not be scheduled or allowed to start on other than a work day of the employe's position. Personal leave days for extra board employe and those in pool freight service will begin when they otherwise would have been called. When a member of a crew is on his personal leave day(s), if his position

APPENDIX "2" Cont.

is not a must-fill position, it may be blanked. Personal leave days paid for will be counted as qualifying days for vacation purposes.

Question and Answer No. 1

- Q. If an employe on an assigned local requests personal leave day(s), how are they counted?
- A. Personal leave day(s) must commence on an assigned workday and will then be consecutive calendar days for the number of day(s) requested.

Question and Answer No. 2

- Q. If an employe requests four personal leave days and his chain gang turn is called Monday at 11:00 p.m., when does the leave expire?
- A. At 12:01 a.m., Friday, unless other arrangements are made.

Question and Answer No. 3

- Q. Is it permissible for an employe to couple his personal leave days with his scheduled vacation?
- A. Yes, with prior approval of Carrier officer.

Question and Answer No. 4

- Q. How do you determine when an employe's personal leave days commence when he is bumped off his regular assignment after completing last tour, but before his regular assignment is next called?
- A. If bumped, the employe has no regular or any assignment, therefore, no personal leave days will start until he again places himself. (See Article 22(d))

Question and Answer No. 5

- Q. Can an employe be paid for a personal leave day on a day on which he has worked?
- A. If the employe has performed prior service on a calendar day and after arrival then requests, and is granted permission to observe a personal leave day, it would be permissible provided the employe would have protected service again on the same calendar day the prior service was performed. Otherwise a personal leave day commences with the first service the employe would have protected out of his home terminal on the calendar day requested.

Question and Answer No. 6

- Q. When an extra board brakeman observes personal leave day(s) will another extra board brakeman be called to fill a blankable position the extra brakeman would have protected had he not been observing personal leave day(s)?
- A. Not until after the position he would have protected returns to the home terminal. After departing the home terminal the first time, and returning thereto, if the extra brakeman would have caught additional service during the period personal leave days had been granted, the position will not be considered blankable under Article 22(d) during the balance of the personal leave day(s) previously granted.

If the extra brakeman is protecting or stands to protect an outside assignment at the time personal leave day(s) would commence, the position will not be considered as automatically blankable under Article 22(d), but will be subject to filling in accordance with other provisions of the Crew Consist Agreement.

Question and Answer No. 7

- Q. Will the vacancy of a regularly assigned trainman who is stepped up or used off his position as trainman to fill the vacancy of a conductor who is taking personal leave days be filled?
- A. Yes, subject to conditions of the Crew Consist Agreement.

Question and Answer No. 8

- Q. May an employe's position be blanked when that employe is observing personal leave day(s) at a time protected employes are involuntarily off-in-force reduction?
- A. Yes, including those incidents when the train is covered by Side Letter No. 1.

ARTICLE 23

The parties hereto recognize the complexities involved in this agreement and, in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, arrangements will be made for periodic conferences for the purpose of agreeing on interpretations. It is further agreed that at least for the first year the agreement is in effect, disputes arising from its application will be handled expeditiously in conference by the General Chairman and Vice President - Personnel and Labor Relations. Such conferences will be held promptly at the request of either party.

ARTICLE 24

The parties to this agreement shall not serve or progress, prior to the attrition of all protected employes, any notice or proposal for changing the specific provisions of this agreement

APPENDIX "2" Cont.

governing pure attrition, protected employes, car limits and train lengths, special allowance payment to reduced crew members, Employee Productivity Fund deposits and the administration thereof.

This section will not bar the parties from making changes in the above provisions by mutual agreement.

ARTICLE 25

This agreement will be made effective within 30 days of the date the Carrier is notified by the Organization that the agreement has been ratified, and, except as provided above, will continue in effect until revised or amended by agreement of the parties, or in accordance with the Railway Labor Act, as amended, and will supercede all other agreements, rules and/or understandings which are in conflict herewith.

ARTICLE 26

Gender where used is intended to cover male or female as appropriate.

This agreement effective 12:01 a.m., May 15, 1981.

Signed at Los Angeles, California, this 19th day of May, 1981.

(Signatures not reproduced)

SIDE LETTER NO. 1

Letter from General Chairmen C. P. Sawyer, J. L. Easley and M. R. Hicks, United Transportation Union to Vice President F. L. Elterman, dated May 19, 1981:

In connection with Article 14 of the Crew Consist Agreement signed May 19, 1981.

IT IS AGREED:

Car Limit Exception. Trains of seventy-two to one hundred twenty-one cars and not exceeding 6,840 feet in length, exclusive of engine(s) but including caboose(s), such as unit trains (empties in connection with unit trains), piggyback, grain, coal, ore, gravel, mail trains and through freight (combination commodity) trains operated from terminal to terminal intact without picking up, or setting out (except bad order cars from their own train), or doing switching en route, may be operated with one conductor and one brakeman. However, a reduced crew of one conductor and one brakeman will not be used on such trains when protected employes are available at the location of the protecting extra boards or when a protected employe has exercised seniority to the blankable (blanked) second brakeman position on the crew handling such trains.

NOTE: Any such trains required to pick up, set out (except bad order cars from their own train), or perform switching en route will entitle the conductor and brakeman of the reduced crew to one-half each of the amount that would have been earned by a second brakeman had he been a member of the crew, which will be in addition to all of their other earnings. No payment will be made to an employe who might have stood for this service. Also, the conductor and brakeman on such train would be paid the Special Allowance and the Productivity Fund would be credited.

Interpretation

(Car Limit - Exception)

- Q. Does this restriction also apply within the initial or final terminal?
- A. No, this will not affect the rights granted the Carrier under Article IX of the January 27, 1972 National Agreement, as amended.

This agreement will become effective sixty (60) days from date the master Crew Consist Agreement becomes effective.

(Signatures not reproduced)

Side Letter No. 1

Question and Answer No. 1

- Q. Do you calculate the amount to be paid under the provisions of the Note on a round trip basis or the trip on which the crew set out, picked up or performed switching en route?
- A. The amount is calculated only on the basis of the single trip on which the work was performed.

Question and Answer No. 2

- Q. Can trains of 72 to 121 cars, operated with a conductor and one brakeman, be stopped en route to permit a yard crew or another road crew to change consist of train?
- A. A change in engine or waycar will not constitute a change in the train consist; however, if a yard crew or another road crew does make a change in train consist payment provided for in the Note will be made.

Question and Answer No. 3

- Q. If a brakeman on a blankable position observes a personal leave day(s), must his position be filled even though a protected extra board brakeman is available and the train exceeds 71 cars or 4,015 feet in length, but not more than 121 cars or 6,840 feet in length?
- A. Under Santa Fe Agreement, no.

Question and Answer No. 4

- Q. Under the Note, how will you determine "the amount that would have been earned by a second brakeman"?
- A. It is the mileage allowed the brakeman who actually protected the trip on which the violation occurred.

Question and Answer No. 5

- Q. After Side Letter No. 1 becomes effective, can you use a reduced crew on a train that departs with 69 cars, 4,000 feet, and is required to pick up 20 cars en route without payment of the penalty provided in the Note of Side Letter No. 1?
- A. No.

Question and Answer No. 6

- Q. If a member of a standard road crew ties up en route under the Hours of Service Law, or for any cause, will an employe be called to relieve him if train exceeds 71 cars or 4,015 feet but less than 122 cars or 6,841 feet?
- A. After Side Letter No. 1 becomes effective, if a brakeman ties up, he will not be replaced. If the conductor ties up, and there is a promoted brakeman on the crew, the senior promoted will be used as conductor, and the brakeman's position will not be filled. In either case, the remaining two crew members will be paid the Special Allowance and payment will be made to the Productivity Fund. In both instances, there will be no claim for not filling the brakeman's position; however, the brakeman used as conductor will be allowed a minimum of a day as conductor in addition to payment due as brakeman until placed in service as conductor. If the reduced crew should set out, pick up or perform switching en route, the payment specified in Side Letter No. 1 will apply.

Question and Answer No. 7

- Q. If a solid train is handled A to intermediate point B and another train is secured at B for return to A, is this considered picking up and/or setting out under Side Letter No. 1 requiring payment of the penalty?
- A. No, even if crew is deadheaded, transported or run lite in either direction in connection with the delivery or receipt of solid over-the-road trains and/or empties such as coal cars. For example, so-called CT'ing at Los Angeles, Chillicothe to Streator and return, receipt and delivery of coal train and empties at Fort Worth, etc.

SIDE LETTER NO. 2

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm understanding reached in conference with respect to interpretation of the word "emergency" as used in Sections (c) and (d) of Article 16 of the Crew Consist Agreement signed May 19, 1981.

We adopt, as a general proposition, the definition of "emergency" as set forth in Webster's New World Dictionary, Second College Edition, copyright 1974, to-wit:

"EMERGENCY.....a sudden, generally unexpected occurrence or set of circumstances demanding immediate action."

Without attempting to set forth all of the many circumstances and events that would and/or would not constitute emergencies under that or any other general definition, the following are some practical examples of each:

A. EMERGENCIES

1. A derailment or other accident necessitating immediate action to protect persons and/or property.
2. Immediate action to avert accidents and obviate personal injuries and/or property damage.
3. Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitates immediate action to protect persons and/or property.



APPENDIX "2" Cont.

4. In road service, when a radio becomes inoperable after a train departs the initial terminal, as defined in Article 11 of the Crew Consist Agreement.
5. When a radio becomes inoperable on a yard assignment but only for the length of time it takes to get an operable radio to the crew.

B. NOT EMERGENCIES

1. No operable radio available.
2. The need to perform work immediately, minus a condition such as those mentioned in A, above.
3. To clear a track for an inbound train, a transfer cut or other cut of cars.
4. To commence weighing cars.
5. To start humping a train or cut of cars.

If the above accurately reflects our understanding, please so signify in the space provided below.

(Signatures not reproduced)

SIDE LETTER NO. 3

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This letter will confirm the following understanding in connection with the application of Article 10 of the Crew Consist Agreement signed May 19, 1981:

If the Carrier believes that the number of lay-offs during employees' tours of duty have increased as a result of said Article 10, a prompt conference will be held in order to modify the agreement to the extent necessary to obviate excessive lay-offs.

(Signatures not reproduced)

SIDE LETTER NO. 4

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm our several discussions and our agreement that the Crew Consist Agreement signed May 19, 1981, will not have any bearing whatsoever on the administration of discipline procedures, or the amount of discipline assessed, in an effort to reduce the lists of "protected employes".

If at any time you feel that this commitment is not being honored, a prompt conference will be afforded to review the matter and whatever steps are warranted will be taken to alleviate the complaint.

(Signatures not reproduced)

SIDE LETTER NO. 5

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm our understanding that the Crew Consist Agreement signed May 19, 1981, does not change present rules, agreements or practices concerning the use of cabooses; nor does it change the present practice of placing them on the rear of trains and cuts, or the present practice of placing them elsewhere under certain circumstances.

(Signatures not reproduced)

SIDE LETTER NO. 6

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm our understanding concerning the train-length limitations referred to in Article 14 of the Crew Consist Agreement signed May 19, 1981:

APPENDIX "2" Cont.

Methods satisfactory to both parties will be established at all terminals by the Superintendents and the Local Chairmen, or their designees, for determining the length of trains.

(Signatures not reproduced)

SIDE LETTER NO. 7

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm our understanding of Article 2 of the Crew Consist Agreement signed May 19, 1981, to the extent that any employe who has worked for the Carrier under UTU agreements for at least 30 days prior to the effective date of the agreement will not have his application disapproved without furnishing the General Chairman satisfactory reasons for such disapproval.

(Signatures not reproduced)

SIDE LETTER NO. 8

Letter dated May 19, 1981 from Vice President F. L. Elterman to General Chairmen C. P. Sawyer and J. L. Easley, United Transportation Union:

In connection with Article 1 of Crew Consist Agreement signed May 19, 1981, it is agreed employes involuntarily furloughed who desire to be used for vacancies when the extra board is exhausted will be furnished a form by Carrier indicating whether they wish to be called for such service.

It is understood if Carrier is unable to contact any of the furloughed employe(s) with request on file, the crew may be operated with a conductor/engine foreman and one brakeman/helper.

(Signatures not reproduced)

Side Letter No. 8

Question and Answer No. 1

Q. Can an employe be cut off at one point on his seniority district and then request to be placed on an emergency board at another point on his seniority district?

- A. Yes. If the protected employe's seniority would not permit the holding of a position, including an extra board, on his entire seniority district.

Question and Answer No. 2

- Q. If a protected employe has filed a request under Side Letter No. 8 and is called but refuses service, is the employe subject to further call on that calendar day?

- A. No.

Question and Answer No. 3

- Q. Is he subject to discipline if refuses call or cannot be contacted?

- A. No.

SIDE LETTER NO. 9

Letter dated May 19, 1981 from Vice President F. L. Elterman to General Chairmen C. P. Sawyer and J. L. Easley, United Transportation Union:

In connection with application of Article 15 of the Crew Consist Agreement signed May 19, 1981, it was understood Hours of Service Relief and Work Train Crews called from the extra board would be reduced crews except when protected employes are off-in-force-reduction on an involuntary basis and who have made written request(s) under Side Letter No. 8.

When a reduced crew is to be called for Hours of Service relief or work train service, while protected employes are involuntarily off-in-force-reduction with written request(s) made under Side Letter No. 8, the procedures listed below will be followed:

- (1) Carrier will call in seniority order those protected employes off-in-force-reduction at the point who have made written request in accordance with Side Letter No. 8.
  - (a) The senior of this group who is contacted will protect the service until released at the home terminal, at which time the employe will revert to off-in-force reduction status.
  - (b) Mileage made by the off-in-force-reduction employe will be charged to the extra board for mileage regulation purposes.

APPENDIX "2" Cont.

- (2) If the Carrier is unable to contact any of the off-in-force-reduction employees described in (1), the service may be protected with a reduced crew.

If the foregoing outlines the understanding reached, please indicate by signing in the space provided.

(Signatures not reproduced)

Side Letter No. 9

Question and Answer No. 1

- Q. When must a standard crew be used?
- A. Two criteria must be met before a standard crew is required. First, there must be a protected employe(s) off-in-force reduction on an involuntary basis, and second, the protected employe(s) must have a written request on file, under Side Letter No. 8, to be used in emergency when the extra board is exhausted.

Question and Answer No. 2

- Q. When the two criteria are met, will those off-in-force reduction be contacted in lieu of any available protected extra board employes?
- A. No.

Los Angeles Yard Only

Question and Answer No. 1

- Q. Is the Carrier prevented from operating a reduced crew(s) because a protected employe is on a failed to show board?
- A. No.

Question and Answer No. 2

- Q. Under the provisions of Article 6, who is considered the junior helper on the extra board?
- A. It is the junior yardman on the working list, and not the junior yardman on the extra board that would govern the vacancy.

Question and Answer No. 3

- Q. Is Article 6(b) to be applied as written to Los Angeles Yard?
- A. Yes.

Question and Answer No. 4

- Q. In applying Article 7(a), which junior protected helper working a blankable position in the same starting time bracket will be used to fill the vacancy?
- A. First will be the junior helper at the same starting point. In the absence of an available helper at the same starting point, the vacancy will then be protected by the junior protected helper in the yard in the same starting time bracket.

APPENDIX "3"

Memorandum of Agreement between General Manager J. N. Landreth and General Chairman C. W. Morgan and Secretary General Grievance Committee BRT:

In settlement of differences as set forth in an application for mediation, as described in Docket Case No. C-3600 of the National Mediation Board, and under the provisions of the Railway Labor Act, Amended, it is mutually agreed that the questions so submitted by the said Brotherhood of Railroad Trainmen to the said The Atchison, Topeka and Santa Fe Railway Company - Coast Lines shall be and are hereby disposed of as follows:

It is agreed in disposition of formal notice served by the Brotherhood of Railroad Trainmen under date of April 21, 1965 that when yard foremen are required to operate route selector in switching cars, they will be paid the car retarder operator's rate for their assignment.

It is understood that if at any future date the operation is changed so that the foreman does not operate the route selector, this agreement will not be applicable.

The present daily rate of pay for car retarder operator is \$27.35.

This agreement is effective October 1, 1965.

Signed at Los Angeles, California, this 20th day of October, 1965.

(Signatures not reproduced)

APPENDIX "4"  
APPENDIX "5"

APPENDIX "4"

Letter from General Manager H. D. Fish to General Chairman W. D. Huff dated October 22, 1975:

There was discussed in conference today the operations of the new Hump Yard at Barstow.

It was agreed that concurrent with the Hump Yard being placed in service the power operated yard switches and the computerized retarders will be under control of the Hump Yardmaster and the Bowl Yardmaster. In the event of computer failure and necessary to go to manual operation, one of the helpers employed on the hump engine will be used to operate the retarder lever, which will entitle this member of the crew to the highest car retarder rate of pay for his tour of duty.

It was also agreed that concurrent with the placing of this new Hump Yard in operation that at least four Herder-Bleeders, one on each, the first, second and third shifts plus one relief Herder-Bleeder will be required, and will be permanently established. This will not prevent holding in assignments on holidays in accordance with Holiday Agreement. This will not prevent yard crews from bleeding cars that are switched by them, nor prevent carmen from bleeding cars that are to be repaired.

At Barstow, Herder-Bleeders will handle all bleeding of cars except as provided in the preceding paragraph.

If you concur with the above understanding, will you please signify by signing in the space provided below.

(Signatures not reproduced)

APPENDIX "5"

Letter from Assistant to Vice President A. D. Dula to General Chairman J. L. Easley dated February 22, 1978:

Concerning our discussion of time claims from yardmen involving the Hump Yard Operation at Barstow:

The following understanding is reached as to payment to be allowed engine foremen performing service in the Barstow Hump Yard when such service requires the manipulation of the various buttons on the Hump Conductor's Control Panel located in Building No. 8.

APPENDIX "5" Cont.  
APPENDIX "6"

Because of the peculiar circumstances associated with the specific operation of the hump facility, it is agreed the engine foreman actually humping cars in the Hump Yard who is required to depress the appropriate buttons on the Hump Conductor's Control Panel to effectuate the desired handling for a particular car or cars in the cut being humped, will be allowed the car retarder operator's differential stipulated in the third paragraph of Article I of the Yardmen's Agreement [i.e. 84¢ differential as adjusted by subsequent rate increases (\$1.49)].

It is further agreed that this letter of understanding is in complete disposition of all pending claims involving claims from engine foremen for the car retarder's rate of pay and/or payment of an additional day's pay on the premise that they were required to operate the route selector panel at the hump to route and/or reroute cars, as well as claims for payment at the highest car retarder rate allegedly account not used to operate retarder levers in the hump tower ostensibly when there was a computer failure on the humpmaster manually operated switches and/or retarders. All pending claims in behalf of engine foremen resulting from the manipulation of the buttons on the Hump Conductor's Control Panel located in Building No. 8 will be disposed of by payment of the differential specified in Paragraph 3 thereof, other claims involving the operation of the retarder levers will be withdrawn.

If this letter correctly outlines the understanding reached, please sign in the space provided below, indicated (sic) your acceptance of the terms stipulated.

(Signatures not reproduced)

APPENDIX "6"

Letter from Assistant to Vice President A. D. Dula to General Chairman J. L. Easley dated February 23, 1978.

This will confirm the commitment expressed to you in conference on February 22, 1978 in connection with the disposition of pending time claims at the Earstow Hump Yard; i.e., we will comply with the provisions of the October 22, 1975 Agreement provided that in the event of a computer failure and necessary to go to manual operation, one of the helpers employed on the hump engine will be used to operate the retarder levers, which will entitle this member of the crew to the highest car retarder rate of pay for that tour of duty.

(Signature not reproduced)



APPENDIX "7"

APPENDIX "7"

Letter from Assistant to General Manager D. F. Todd to General Chairman C. W. Morgan dated March 6, 1958:

Confirming understanding reached in conference July 19, 1957 and subsequent dates, with reference to service performed by yard crews in the Griffin Wheel Company Plant, Colton under provisions of Article X of the National Agreement appearing in Appendix "B" of the Trainmen's Agreement and the same rule appearing in Article 9 of the Yardmen's Agreement.

In order to permit trainmen to work in the yard to offset the time spent by yard crews in serving this plant in line with the National Agreement, it is agreed that the following will apply:

(1) The total time of all helpers on yard assignments performing work in the Griffin Wheel Company Plant will be accumulated and recorded by the Carrier in accordance with information shown on the yardmen's time slips. After a total of 20 days or more time has accumulated and the Carrier has knowledge of same, a yard vacancy will be advertised for a trainman under Paragraph (n) of Article 17 of the Trainmen's Agreement; with bids to close so that trainmen taking the assignment would perform first service thereon on the first day of the work week of the yard assignment selected.

The vacancy advertised will be that of the junior permanently assigned yardman on the yard assignment with the preponderance of time spent in the Griffin Wheel Plant. The yardman affected by the readvertisement will be entitled to displacement rights in accordance with the terms of the Yardmen's Agreement.

In the event no bids are received from the ranks of trainmen, assignment will be made in line with the provisions of Paragraph (n) of Article 17 of the Trainmen's Agreement.

(2) When the 20 work day period has expired, the vacancy will again be advertised for yardmen and the trainman holding the assignment will be entitled to displacement rights under the Trainmen's Agreement.

(3) During the 20 days, i.e., the four 5-day weeks involved, in the event of a trainman on the above yard assignment lays off, such vacancy will be protected by the yardmen's extra board but the days worked by the extra yardman will be counted as days worked by a trainman in offsetting accumulated time.

(4) During the 20-day period involved, a trainman working on the yard assignment will be governed by yard rules and working conditions, except that he will have no rights on any other assignment than that which is involved.

(5) In the event the assignment on which the trainman is working is discontinued for any reason, the assignment that performed the next preponderance of work in the Griffin Wheel Plant will be selected for completing the 20-day period and trainman holding the assignment will be permitted to displace the junior helper on that assignment.

(6) Time worked by trainmen on yard assignments in the Griffin Wheel Plant will not be counted in subsequent calculations of yard time spent in the plant.

The above agreement is for the express purpose of taking care of the work of the Griffin Wheel Company Plant at Colton and is without prejudice to application of any rule in any other case.

(Signatures not reproduced)

#### APPENDIX "8"

Letter from Assistant to General Manager D. F. Todd to General Chairmen K. C. Fuller and C. W. Morgan dated September 11, 1958:

There was discussed in conference with Mr. Fuller on September 3, 1958 request contained in his letter of August 22, 1958, file 88-55 (Griffin Wheel), that roadmen be permitted to work in the yard at San Bernardino to offset the time that yardmen are used in serving the Griffin Wheel Company Plant at Colton.

In order to accomplish this, it was suggested that the following be applied:

(1) The total time of all foremen on yard assignments performing work in the Griffin Wheel Company Plant will be accumulated and recorded by the Carrier in accordance with information shown on the yardmen's time slips. After a

APPENDIX "8" Cont.

total of 20 days or more time has accumulated and the Carrier has knowledge of same, a yard foreman's vacancy will be advertised for a conductor under Paragraph (n) of Article 17 of the Conductors' Agreement, with bids to close so that conductors taking the assignment would perform first service thereon on the first day of the work week of the yard assignment selected.

The vacancy advertised will be that of the foreman on the yard assignment with the preponderance of time spent in the Griffin Wheel Plant and in the event that assignment is no longer in existence, the assignment with the next preponderance of time spent in the Griffin Wheel Plant will be selected. The foreman affected by the readvertisement will be entitled to displacement rights in accordance with the terms of the Yardmen's Agreement.

In the event no bids are received from the ranks of conductors, assignment will be made in line with the provisions of Paragraph (n) of Article 17 of the Conductors' Agreement.

The conductor bidding in or forced to the vacancy will be required to remain thereon during the 20-day period unless displaced by a senior conductor under provisions of Paragraph (b) of Article 17.

(2) When the 20-work day period has expired, the vacancy will again be advertised for yardmen and the conductor holding the assignment will be entitled to displacement rights under the Conductors' Agreement.

\* (3) During the 20 days, i.e., the four 5-day weeks involved, in the event a conductor on above yard assignment lays off, such vacancy will be protected by an extra conductor, under provisions of Article 20(i) of the Conductors' Agreement.

(\* As amended by Letter Agreement dated September 24, 1958.)

(4) During the 20-day period involved, a conductor working on the yard assignment will be governed by yard rules and working conditions, except that he will have no rights on any other assignment than that which is involved.

#Vacancies on the yard assignment will be protected by an extra conductor. In the event the freight conductor's extra board is exhausted, the yard job would then be protected in the same manner and under the same rules as any other conductor vacancy.

(# As amended by understanding dated March 9, 1962.)

(5) In the event the assignment on which the conductor is working is discontinued for any reason, the assignment that performed the next preponderance of work in the Griffin Wheel Plant will be selected for completing the 20-day period and conductor holding the assignment will be permitted to displace the foreman on that assignment.

(6) Time worked by conductors on yard assignments in the Griffin Wheel Plant will not be counted in subsequent calculations of yard time spent in the plant.

Mr. Morgan will please advise if the above is satisfactory to him so far as the Yardmen's Schedule is concerned, and in the event he has no objection and Mr. Fuller will advise that the above is satisfactory, necessary arrangements will be made to place the plan in effect.

(Signatures not reproduced)

APPENDIX "9"

Memorandum of Agreement between The Atchison, Topeka and Santa Fe Railway Company (Coast Lines) and the Brotherhood of Railroad Trainmen.

1. Effective February 1, 1961, District No. 9 (Riverbank) and District No. 10 (Stockton-Mormon) as outlined in Section 2 of Article 10 will operate as one district seniority area except that yardmen will retain their prior rights in the respective yards. In other words, Riverbank-Stockton-Mormon Yards will be considered as one yard and the governing schedule rules will apply in the filling of assignments and exercise of displacement rights, except that where no request is received for a temporary vacancy for foremen, herders or helpers in Riverbank Yard, the junior unassigned foreman or helper will be assigned.

2. All extra work at Riverbank and Stockton Mormon will be protected from Stockton-Mormon Extra Board in accordance with local understanding.

3. Yardmen deadheading at the request of the Company between Stockton-Mormon and Riverbank, in either direction, to fill vacancies that are rotating from the extra board, will be allowed one hour pro rata at the rate applicable to the position for which deadheaded. It is understood that this one hour pro rata allowance includes reimbursement for expenses incurred for bus, car fare, or private automobile when deadheading between Stockton-Mormon and Riverbank.

APPENDIX "9" Cont.  
APPENDIX "10"  
APPENDIX "11"

NOTE: When yardmen deahead by private automobile, the Company will not be held liable in the event of personal injury or accident while so deaheading.

It is agreed this Memorandum of Agreement may be cancelled upon the serving of ten (10) days' written notice by either party.

Signed at Los Angeles, California, this 12th day of January, 1961.

(Signatures not reproduced)

APPENDIX "10"

Letter from Assistant to General Manager J. E. Spier to General Chairman C. W. Morgan dated February 9, 1965:

This will confirm our telephone conversation regarding a yardman who was cut off-in-force reduction at San Bernardino and elected to work at Los Angeles and, at the time cut off, filed notice with the trainmaster that he desired to be recalled to San Bernardino when the yardmen's extra board at that point was increased. When the extra board at San Bernardino was increased, the individual was recalled from Los Angeles and he advised at that time that he would rather stay at Los Angeles.

It was agreed that under such circumstances, if a yardman, when recalled to the terminal he has a request in to return to, notifies the trainmaster at that time that he desires to withdraw his request and remain where he is working, he may do so with the understanding he must thereafter remain at that point for 6 months, in accordance with Article 10 of the agreement.

In the event the yardman does not advise the trainmaster he wishes to withdraw his request to return to the terminal where he was cut off, at the time he is notified of his recall, he will be required to accept the recall notice and will have five days within which to report.

(Signatures not reproduced)

APPENDIX "11"

Letter from Assistant to General Manager B. K. Perry to General Chairman W. D. Huff dated September 23, 1974:

Reference is made to the Memorandum of Agreement dated September 14, 1967, which permits a yardman-brakeman who is promoted and has established seniority as a conductor and transfers to yard service voluntarily, to bid on advertised vacancies under Article 17 (n) of the Conductors' Agreement and will also be subject to the forced assignment provisions of that rule.

It is my opinion that a yardman-brakeman who voluntarily transfers to yard service and returns to road service under the provisions of Article 16, Paragraph (j), Section 4-2(b) of the Trainmen's Agreement and Article 10, Section 26, Subsection 4-2(b) of the Yardmen's Agreement must still fulfill the requirements of a voluntary transfer under the provisions of Article 16, Paragraph (j), Section 4-3(a)-(3) of the Trainmen's Agreement and Article 10, Section 26, Subsection 4-3(a)-(3) of the Yardmen's Agreement, i.e., must remain in the service to which transferred for ninety (90) days.

In the application of the above, a yardman-brakeman who has voluntarily transferred to yard service and either bids or is force assigned to a conductor's vacancy and is displaced therefrom, must either displace on another conductor's assignment or return to yard service until the expiration of the ninety (90) day period which commenced at the time he first transferred to yard service.

The above interpretation merely prevents an employe from returning to road service as a brakeman prior to the ninety (90) day provision concerning the transfer from road to yard or yard to road.

Please advise if the above interpretation meets your approval.

(Signatures not reproduced)

APPENDIX "12"

Letter from Assistant to General Manager B. K. Ferry to General Chairman W. D. Huff dated May 10, 1974:

Please refer to your letter of May 3, 1974, file BX-10-Y (26), concerning proposed agreement to eliminate last minute requests to transfer from yard service to road service or road to yard.

The proposed agreement reads:

"Requests from yardmen to transfer to road service or conductors and brakemen to transfer to yard service must be submitted to the Carrier twenty-four (24) hours prior to the time the adjustment is to be made. Requests submitted subsequent to the cut-off time will be honored at the time future adjustments are made.

APPENDIX "12" Cont.

APPENDIX "13"

"To eliminate any question as to when the request was submitted, they will be receipted for in the same manner as bids. Any request not receipted for in this manner will be considered as receipted for when received in the trainmaster's office.

The above understanding may be cancelled by either party upon ten (10) day's written notice."

The agreement should eliminate the problems and by copy of this letter I am instructing the Superintendents to place the agreement in effect June 5, 1974.

(Signatures not reproduced)

APPENDIX "13"

Letter from General Manager H. D. Fish to General Chairman W. D. Huff dated June 11, 1975:

There was discussed in conference yesterday your request that in the application of the agreement effective October 1, 1967, that an employe voluntarily in yard service not stand to be forced assigned to conductors' vacancies when he is working as an engine foreman.

It was agreed that when a yardman-brakeman who is promoted and established seniority as a conductor when he transfers to yard service voluntarily he will not be permitted to bid on advertised vacancies under Article 17(n) of the Conductors' Agreement and will not be subject to forced assignment provisions of that rule when regularly assigned to an engine foreman's position in yard service.

When a senior man is forced assigned to a conductors' vacancy because of the junior man not being available account regularly assigned as engine foreman, the junior man must thereafter remain regularly assigned as an engine foreman or he will be required to relieve the senior man who was forced assigned to a conductor's vacancy.

It is understood that in the application of the above only those employes who are regularly assigned to a position of engine foreman on a yard crew assignment are excepted from the forced assignment provisions of Article 17(n) of the Conductors' Agreement.

If you concur with the above, will you please signify by signing in the space provided below.

(Signatures not reproduced)

APPENDIX "14"

Letter from Vice President F. L. Elterman to General Chairman J. L. Easley, dated February 23, 1978:

Referring to conversations today in Chicago concerning relative standing on the conductor's seniority roster for trainmen forced assigned from road service to an engine foreman's position at Winslow, Arizona:

This will confirm our understanding concerning a trainman prevented from accumulating the 60,000 road freight miles necessary to qualify for promotion to conductor, by reason of being forced assigned from road service to an engine foreman's position at Winslow, Arizona. Such trainman subsequent to February 28, 1978, must upon release each time from such forced assignment, immediately transfer to and remain in road service when seniority and applicable rules will permit until such time as he accumulates the required 60,000 miles road experience. This requirement must be met in order to hold the same relative standing on the conductor's seniority roster that he would have held had he not been forced assigned from road service to an engine foreman's position upon successfully passing promotional requirements to conductor on the first attempt as provided in Article 16 of the Conductors' and Trainmen's Agreement. It was further understood that a trainman voluntarily taking an engine foreman's position at Winslow, Arizona, will not be protected as outlined above.

If this correctly sets forth our understanding please so indicate by fixing your signature in the space provided below.

(Signatures not reproduced)

APPENDIX "15"

Letter from Assistant to General Manager E. K. Perry to General Chairman J. L. Easley, dated October 4, 1976:

This will confirm telephone conversation of October 3, 1976, concerning the interpretation of the second paragraph of Article 12, Section 19 of the Yardmen's Agreement reading:

"When a regular man, who has been laying off or filling other vacancies, reports for his job and is marked up thereon but subsequently is used in other service prior to performing service on his regular assignment, the man previously holding the temporary vacancy will be returned thereto, with the exception that the extra man will not be returned to the vacancy which he held, but the man first out on the extra board will be used."



APPENDIX "15" Cont.  
APPENDIX "16"

It was agreed that when a regular man, who has been laying off or filling other vacancies, reports for his job and is marked up thereon RELIEVING a yardman from the temporary vacancy, but subsequently is used in other service prior to performing service on his regular assignment, the man previously holding the temporary vacancy will be returned thereto.

However, if a man is DISPLACED from a temporary vacancy he will not be returned thereto under the above rule.

It was further agreed there is no change concerning that part of the rule reading:

"with the exception that the extra man will not be returned to the vacancy which he held, but the man first out on the extra board will be used."

Please advise if this correctly sets forth our understanding.

(Signatures not reproduced)

#### APPENDIX "16"

Letter from General Chairman J. L. Easley to Assistant to General Manager B. K. Perry dated October 7, 1976:

This is in reference to your letter of October 4, 1976, file 14-Y, concerning the interpretation of the second paragraph of Article 12, Section 19 of the Yardmen's Agreement.

This will confirm our understanding per our conversation of October 3, 1976, wherein we agreed that when a regular man, who has been laying off or filling other vacancies, reports for his job and is marked up thereon RELIEVING a yardman from the temporary vacancy, but subsequently is used in other service prior to performing service on his regular assignment, the man previously holding the temporary vacancy will be returned thereto.

However, in the event the yardman previously holding the temporary vacancy has displaced on another temporary vacancy, the yardman so displaced will not be returned to the temporary vacancy displaced (sic [relieved]) from.

(Signatures not reproduced)

APPENDIX "17"

Letter from Assistant to General Manager J. E. Spier to General Chairman G. H. Hencerson, dated September 4, 1968:

This has reference to our phone conversation yesterday in connection with error that was made in reprint of the Yardmen's Schedule wherein Article 12 contains the following provisions:

"Section 27. --- provided both assignments are scheduled to work that day."

"Section 28. --- provided their new assignment is scheduled to work that day."

Since the above provisions were eliminated from the previous schedule some years ago and have not been reinstated, this is to advise that the error will be corrected by eliminating these provisions effective as of this date.

(Signatures not reproduced)

APPENDIX "18"

Letter from Vice President F. L. Elterman to General Chairmen C. P. Sawyer and J. L. Easley dated January 29, 1980:

In connection with your Section 6 Notices, December 5, 1979 and January 2, 1980 reading:

"Conductors, trainmen and yardmen will not be required to use any transportation vehicle when being deadheaded and/or transported by the Carrier, unless the vehicle is being operated by an agent of the Atchison, Topeka and Santa Fe Railway Company."

it was agreed same was withdrawn as result of Carrier's assurance the vehicle an employe is instructed to use for transportation, or alternate transportation the employe has secured permission to use, shall meet the criteria of the "off-track vehicles authorized by the Carrier" as referred to in the so-called "Off-Track Agreement" contained in the agreements of July 17, 1968 and March 19, 1969 (UTU).

If the foregoing agrees with the understanding reached, please signify by signing in the space provided.

(Signatures not reproduced)

APPENDIX "19"  
APPENDIX "20"

APPENDIX "19"

Letter from Vice President F. L. Elterman to General Chairmen C. P. Sawyer and J. L. Easley dated January 30, 1980:

In connection with the so-called "Off-Track Agreement" contained in the National Agreements of July 17, 1968 and March 19, 1969, which became a part of our current Schedule Rules, the Carrier indicated any payments due in accordance with its terms would be handled promptly regardless of Carrier's right of subrogation or other permissive actions.

(Signatures not reproduced)

APPENDIX "20"

PROTECTION OF EMPLOYEES

(From National Agreement dated January 27, 1972 with UTU)

The scope and purpose of Article XIII is 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 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) Employes adversely affected directly or indirectly by an Implementation of Article XII -- Interdivisional Service.

(2) Regularly assigned employes 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 employes will be determine 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 employes assigned to interchange or transfer crews adversely affected by the interchange of solid trains provision under Section 1 of Article VII -- Interchange.

APPENDIX "20" Cont.

(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 Subparagrah (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 senicrity 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.

(b) Each Displaced Employee's displacement 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).

APPENDIX "20" Cont.

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.

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



APPENDIX "20" Cont.

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 Employe 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 "21"

AGREEMENT  
between the

SOUTHERN, PACIFIC COMPANY - PACIFIC LINES, ATCHISON, TOPEKA AND  
SANTA FE RAILWAY COMPANY - COAST LINES, UNION PACIFIC RAILROAD  
COMPANY - LOS ANGELES DIVISION

and the  
BROTHERHOOD OF RAILROAD TRAINMEN

COVERING APPORTIONMENT OF WORK IN CONNECTION WITH SWITCHING  
OPERATIONS, LOS ANGELES UNION PASSENGER TERMINAL.

On May 7, 1939, a Union Passenger Terminal will be placed in service at Los Angeles. This terminal to be known as Los Angeles Union Passenger Terminal, will be operated pursuant to an agreement, dated April 15, 1938, between the Southern Pacific Company; Atchison, Topeka and Santa Fe Railway Company, and the Union Pacific Railroad Company.

The Los Angeles Union Passenger Terminal will be under the supervision of a Superintendent. General trackage plan, including the Union Terminal and adjacent area, is attached for information and reference.

Yard foreman, yard helpers, herders and switchtenders engaged in connection with passenger operations of the Santa Fe, Southern Pacific, and Union Pacific, are included in agreements between each of those railroads and the Brotherhood of Railroad Trainmen.

At present Santa Fe passenger trains arrive and depart from the Santa Fe Station; Southern Pacific and Union Pacific passenger trains arrive and depart from Central Station, owned and operated by the Southern Pacific Company. When the Union Terminal is placed in operation, passenger trains of the Santa Fe, Southern Pacific and Union Pacific will be operated into and out of that Terminal.

Switching and handling of passenger train equipment in connection with Santa Fe trains are handled by yard crews of the Santa Fe assigned to general yard switching in the Los Angeles area; switching and handling of passenger train equipment in connection with Southern Pacific trains are handled by yard crews of the Southern Pacific assigned to general yard switching in the Los Angeles area; Union Pacific yard crews handle Union Pacific passenger train equipment to and from Central Station but do not perform switching operations within that station. When the Union Terminal is placed in operation, yard crews of each railroad will continue to handle passenger train equipment to and from the Union Terminal in the same manner as at present, but it is desired to have yard crews of each of the three railroads perform switching in connection with the trains of the other railroads in Union Terminal.

APPENDIX "21" Cont.

This agreement is for the purpose of defining Union Terminal switching which may be so handled by yard crews of all three railroads, the conditions under which it may be so handled and the apportionment thereof among the employees of the three railroads as included in this agreement.

The volume of switching will vary and fluctuate with passenger traffic. Under present passenger train operations of all three railroads there are two peak periods; one occurring on the first shift and the other on the second shift. There is comparatively little switching on the third shift.

A study of operations indicates that on May 7, 1939, six regular yard crews, two each on the first, second, and third shifts, may be required, but additional crews may also be required during the peak periods. Extra shift crews may be required from time to time on each of the three shifts and it may also be necessary from time to time, to have one or more of the engines assigned to general yard switching in the Los Angeles area perform some Union Terminal switching.

IT IS THEREFORE AGREED, AS FOLLOWS:

1. Subject to the conditions hereinafter set forth, yard crews of each of the three railroads, parties hereto, may perform switching in connection with trains of other railroads within the limits of the Union Terminal, as defined in Item 2.

2. Union Terminal switching will comprise switching within the area indicated in red on the attached "general plan," including in addition, the turning of equipment on any of the wyes shown on the "general plan," or time consumed in taking yard engines to their respective enginehouses for servicing. Use of Southern Pacific "continuity" track, for substitute trackage, through the Union Terminal zone in connection with serving industries will not be considered as Union Terminal switching.

3. Work performed by yard crews, as defined in Item 2 will be apportioned to yard crews of the three railroads on basis of "Using Cars" count of each railroad as defined in Exhibit "A," attached, for the preceding calendar year. For the year 1939-1940 the work will be apportioned on basis of "Using Cars" count of each railroad for the year 1937, as follows:

Southern Pacific .....	55%
Santa Fe .....	33%
Union Pacific .....	12%

As soon as practicable after January 1 (but not later than March 1) of each succeeding year, each General Chairman and Local Chairman will be furnished a statement showing the number of "Using Cars" of each railroad, also a statement of engine hours worked by the crews of each railroad on work described in Item 2 as Union Terminal switching.

The percentages based on "Using Cars" of each railroad during the preceding calendar year will be the basis for apportioning the work among employees of each of the three railroads for period of one year extending from April 16th to April 15th of the following year.

4. Effective May 7, 1939, a minimum of two regular yard crews will be assigned to start and stop work at the Union Terminal on each of the three shifts; of these crews, one assigned on the first shift and one assigned on the second shift, will be confined to work within the Union Terminal Zone, except as to turning equipment on wyes shown on "general plan", or accompanying their engine when going to their respective enginehouses for servicing as per Item 2. The crews assigned to the third shift and all other crews, except one each on the first and second shifts, may be used to perform any other switching, but only on the home road.

Crews whose designated point for going on and off duty is outside the Union Terminal will not be used for Union Terminal switching while crews assigned to start and stop work at the Union Terminal are being used to perform switching outside the Terminal.

5. On basis of percentages shown in Item 3, the regular yard crew assignments over the 24-hour period will be apportioned among employees of the three railroads for the year extending from May 7, 1939 to April 15, 1940, on the following basis:

A.T.&S.F. -- 1 crew -- second shift -- May 7, 1939 to April 15, 1940, inc.

1 crew -- second shift -- May 7, 1939 to April 8, 1940, inc.

Southern Pacific -- 2 crews -- first shift -- May 7, 1939 to April 15, 1940, inc.

2 crews -- third shift -- Sept. 8, 1939 to April 15, 1940, inc.

1 crew -- second shift -- April 9, 1940 to April 15, 1940, inc.

Union Pacific -- 2 crews -- third shift -- May 7, 1939 to Sept. 7, 1939, inc.

APPENDIX "21" Cont.

6. Regular yard crews assigned in accordance with Item 4, will be assigned according to starting time rules governing three shifts worked in continuous service, it being understood that a yard crew of any railroad so assigned may overlap on the shift of yard crew assigned from another railroad to extent of maximum spread of 1'30" prescribed in starting time rules.

7. Yard crews required in addition to the regular crews, assigned in accordance with Item 4, will be called from the railroad whose crew is working regular shift at time such additional yard crew, or crews, are called to report for duty, but such additional yard crews may work within the Union Terminal, as described in Item 2, only during period that yard crew of the railroad from which such additional crews are called, are regularly assigned in accordance with Item 4.

EXAMPLE (A), WORK LIMITATION. Assuming that on first shift a Southern Pacific crew is assigned from 6:30 AM to 2:30 PM; another Southern Pacific crew from 7:30 AM to 3:30 PM. An additional Southern Pacific crew called to perform service within the Union Terminal may perform such service for only eight (8) continuous hours between 6:30 AM and 3:30 PM; same principle to apply with respect to the second and third shifts.

EXAMPLE (B), CREW TO BE CALLED. Where one of the crews on the first shift starts at 6:30 AM, and another crew between 6:30 AM and 8:00 AM, with result that between the period 2:30 PM to 4:00 PM regular crews of two railroads will be working, and an additional crew is required between 2:30 PM and 4:00 PM; such additional crew shall be called from the railroad whose regular crews start between the hours 2:30 PM and 4:00 PM; same principle to apply with respect to the second and third shifts.

8. Yard crews of the individual railroads not assigned in accordance with Item 4, or called in accordance with Item 7, may perform service within the Union Terminal as described in Item 2, but only during the period yard crews of their home road are assigned and not being used in service outside the Union Terminal. FOR EXAMPLE, assuming that during the first shift a Southern Pacific yard crew is assigned from 6:30 AM to 2:30 PM; another Southern Pacific yard crew from 8:00 AM to 4:00 PM. Southern Pacific yard crews may perform service in Union Terminal only between 6:30 AM and 4:00 PM, but such crews will not be permitted to work after the expiration of the earliest shift, which in this case would be 2:30 PM, and in no event, unless in extreme emergency will the crews be worked overtime within the Union Terminal.

9. Additional yard crews used in accordance with Items 7 and 8 will start and stop work at their regular designated starting points.

10. Yard crews of each of the three railroads handling equipment to or from Union Terminal may turn enroute on any of the wyes shown on "general plan" and double over if the track will not hold the train, or when delivering two trains may place same on two tracks, but will not perform other switching in Union Terminal except as provided in Items 4, 7 and 8. Road engines will not be used to double over or perform switching in the Terminal.

11. Yard crews, regularly assigned, will alternate shifts from year to year on the following basis:

EFFECTIVE MAY 7th 1939:

First Shift . . . Southern Pacific

Second Shift . . Santa Fe -- 1 crew, May 7, 1939 to  
Apr. 15, 1940, inc.  
1 crew, May 7, 1939 to Apr. 8,  
1940, inc.  
S. P. -- 1 crew, Apr. 9, 1940 to  
Apr. 15, 1940, inc.

Third Shift . . . U. P. -- 2 crews, May 7, 1939 to  
Sept. 7, 1939, inc.  
S. P. -- 2 crews, Sept. 8, 1939 to  
Apr. 15, 1940, inc.

EFFECTIVE APRIL 16, 1940:

First Shift . . . Santa Fe -- 1 crew, Apr. 16, 1940 to  
Apr. 15, 1941, inc.  
1 crew, Apr. 16, 1940 to Apr. 8,  
1941, inc.  
S. P. -- 1 crew, Apr. 9, 1941 to  
Apr. 15, 1941, inc.  
1 crew, Aug. 26, 1940 to Apr. 15,  
1941, inc.

Second Shift . . U. P. -- 1 crew, Apr. 16, 1940 to  
Aug. 25, 1940, inc.  
1 crew, Apr. 16, 1940 to Aug. 24,  
1940, inc.  
S. P. -- 1 crew, Aug. 25, 1940 to  
Apr. 15, 1941, inc.  
1 crew, Aug. 26, 1940 to Apr. 15,  
1941, inc.

Third Shift . . . S. P. -- 2 crews, Apr. 16, 1940 to  
Apr. 15, 1941, inc.

APPENDIX "21" Cont.

EFFECTIVE APRIL 16, 1941:

First Shift . . . U. P. -- 1 crew, Apr. 16, 1941 to  
Aug. 25, 1941, inc.  
1 crew, Apr. 16, 1941 to Aug. 24,  
1941, inc.  
S. P. -- 1 crew, Aug. 25, 1941 to  
Apr. 15, 1942, inc.  
1 crew, Aug. 26, 1941 to Apr. 15,  
1942, inc.

Second Shift . . S. P. -- 2 crews, Apr. 16, 1941 to  
Apr. 15, 1942, inc.

Third Shift . . . Santa Fe -- 1 crew, Apr. 16, 1941 to  
Apr. 15, 1942, inc.  
1 crew, Apr. 16, 1941 to Apr. 8,  
1942, inc.  
S. P. -- 1 crew, Apr. 9, 1942 to  
Apr. 15, 1942, inc.

NOTE: These tabulations are shown to indicate method of alternation from year to year. The dates specified for year 1939-1940 are from May 7, 1939 to Apr. 15 inclusive, 1940, and periods of assignments for years commencing Apr. 16, 1940 and 1941, and the future, may vary with percentage of "Using Cars" for individual railroads for preceding calendar years.

During periods Southern Pacific yard crews are used to equalize their percentages and additional engines are needed, they shall be called from the railroad having an engine assigned exclusively in the confines of the Terminal Zone, except when this occurs on the third shift, where no regular engine is assigned exclusively within the Terminal Zone, and additional engines are needed, they shall be called from the railroad working the preponderance of the time on that shift.

12. Herders will be assigned, as required under the agreements of the individual railroads, and apportioned among the men of the three railroads on basis of percentages specified in this agreement.

13. Except as provided for in this agreement, the agreements between the Brotherhood of Railroad Trainmen and the Southern Pacific, Santa Fe Coast Lines, and Union Pacific railroads, respectively, shall apply and govern wages and working conditions of the classes of employees included therein while engaged in work in the Union Terminal.

14. Investigations will be conducted in accordance with the rules of the respective agreements by the Superintendent of the Union Terminal and Operating Officer of the railroad company whose employee is involved. Grievances will be handled by the Local or General Chairman with the Superintendent of the Union Terminal. Cases which cannot be adjusted in this manner may be handled by the Local Chairman or General Chairman in accordance with their respective agreements.

15. This agreement will supersede and cancel agreement dated Los Angeles, February 4th 1939, and shall be effective with the opening of the Los Angeles Union Passenger Terminal, May 7th, 1939, and continue in effect thereafter subject to thirty days' notice, in writing, served by one or all of the General Committees signatory hereto, upon each of the Railroads signatory hereto, or vice versa, of a desire to change or terminate same, in accordance with the Railway Labor Act.

FOR THE RAILROADS:  
SOUTHERN PACIFIC COMPANY  
(PACIFIC LINES):  
(Sgd) L. B. McDONALD  
General Manager.

THE ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY,  
COAST LINES:  
(Sgd) J. R. HITCHCOCK  
General Manager.

UNION PACIFIC RAILROAD COMPANY,  
SOUTHERN CENTRAL DISTRICT:  
(Sgd) W. H. GUILD  
General Manager.



APPENDIX "21" Cont.

FOR THE EMPLOYEES:

BROTHERHOOD OF RAILROAD TRAINMEN:

(Sgd) R. J. BROOKS  
General Chairman, Southern Pacific Company  
(Pacific Lines).

(Sgd) D. P. CONWAY  
General Chairman, Atchison, Topeka and  
Santa Fe Railway Company,  
Coast Lines.

(Sgd) GEO. W. HUNT  
General Chairman, Union Pacific Railroad Company,  
(Southern Central District).

San Francisco, California, May 5th, 1939.

NOTE: "General plan" attached only to master copies.

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EXHIBIT "A"

DEFINING "USING CARS"

EXTRACT FROM CARRIERS' AGREEMENT OF APRIL 15, 1938 (Page 25)  
DEFINING "USING CARS," WHICH IS THE BASIS AGREED UPON FOR DIVIDING  
LOS ANGELES UNION PASSENGER TERMINAL EXPENSE BETWEEN THE THREE  
RAILROADS:

"Section 20.(1)

"(d) The term "Using Cars" means:

- (1) railroad cars of any kind,
- (2) railroad motor cars having space for carrying traffic,
- (3) motive power used to move any train or car, whether comprised of one or more locomotives of diesel, steam or other type, and including tenders if any, which are operated within the Terminal Area (or which are operated within said area if the Proprietary Company complied with its obligations under Section 11 hereof) by any of the Proprietary Companies for their own purposes and not for Terminal purposes, excluding, however, in the case of Southern Pacific, Using Cars operated by it solely over the Continuity Track or any other track or tracks used temporarily in substitution therefor.

"(2) The number of Using Cars for any period shall be ascertained as follows: Using Cars shall be counted once when they enter (or should enter) and once when they leave (or should leave) the Terminal, but Using Cars handled to or from the Terminal in switching movements shall not be counted, except that in the case of cars of mail matter, the inbound movement shall be counted. Yard engines, work equipment, and business cars of the Proprietary Companies shall not be counted. In computing the number of Using Car counts under this Paragraph (2), a railroad car shall count as one, a railroad motor car having space for carrying traffic shall count as two, and motive power used to move any train or car shall count as one; provided, however, that if after the first calendar month of operation the number of Using Car counts for any Proprietary Company for any calendar month shall be less than six hundred (600), then and in that event the count of such Proprietary Company for that month shall be six hundred (600)."

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Los Angeles, California  
February 25, 1943

Mr. R. J. Brooks  
General Chairman, B. R. T.  
Southern Pacific Company (Pacific Lines)

Mr. D. P. Conway  
General Chairman, B. R. T.  
The A.T.&S.F. Coast Lines

Mr. Geo. W. Hunt  
General Chairman, B. R. T.  
Union Pacific R. R. Co.

Gentlemen:

In connection with request made by you upon the undersigned to adjust every three years the apportionment of service of yardmen performing service for the Los Angeles Union Passenger Terminal under the agreement signed at Los Angeles, California, May 5, 1939, and headed as follows:

AGREEMENT

Between the

SOUTHERN PACIFIC COMPANY -- PACIFIC LINES  
ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY -- COAST LINES  
UNION PACIFIC RAILROAD COMPANY -- LOS ANGELES DIVISION

and the

BROTHERHOOD OF RAILROAD TRAINMEN

COVERING APPORTIONMENT OF WORK IN CONNECTION WITH SWITCHING  
OPERATIONS, LOS ANGELES UNION PASSENGER TERMINAL

It is agreed that the following two paragraphs will be added to and made a part of Item 3 of the agreement identified above, it being understood that except as provided herein all the other provisions of Agreement of May 5, 1939, will remain unchanged:

"In the event such records disclose that any group of yardmen exceed their quota of work during a period of three years, adjustment in assignments will be made by the Superintendent of the Terminal, subject to concurrence of Brotherhood of Railroad Trainmen Committees, in order that each group, or groups, will receive their share of the total engine hours worked.

Necessary adjustments will be made on the engine confined to the Terminal on the first and second shifts. On the third shift, adjustments will be made on one of the engines assigned to the Terminal."

Yours truly,

C. F. DONNATIN  
General Manager,  
SOUTHERN PACIFIC COMPANY --  
PACIFIC LINES

E. E. McCARTY  
General Manager,  
ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY -- COAST LINES

R. E. TITUS  
General Manager  
UNION PACIFIC RAILROAD COMPANY --  
SOUTHERN CENTRAL DISTRICT

ACCEPTED:

R. J. BROOKS  
General Chairman  
BROTHERHOOD OF RAILROAD TRAINMEN  
SOUTHERN PACIFIC COMPANY --  
PACIFIC LINES

D. P. CONWAY  
General Chairman  
BROTHERHOOD OF RAILROAD TRAINMEN  
THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY -- COAST LINES

GEO. W. HUNT  
General Chairman  
BROTHERHOOD OF RAILROAD TRAINMEN  
UNION PACIFIC RAILROAD COMPANY  
SOUTH CENTRAL DISTRICT

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APPENDIX "22"

SUPPLEMENTAL AGREEMENT

Between The

SOUTHERN PACIFIC COMPANY -- PACIFIC LINES,  
ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY -- COAST LINES,  
UNION PACIFIC RAILROAD COMPANY -- LOS ANGELES DIVISION

and the

BROTHERHOOD OF RAILROAD TRAINMEN

COVERING APPORTIONMENT OF WORK AMONG HERDERS OF THE THREE RAILROADS  
IN ACCORDANCE WITH ITEM 12, OF THE AGREEMENT OF MAY 5, 1939, READING  
AS FOLLOWS:

"Hercers will be assigned, as required under the agreements of  
the individual railroads, and apportioned among the men of the  
three railroads on basis of percentages specified in this  
agreement."

APPENDIX "22" Cont.

It being understood, that commencing with the opening of the Los Angeles Union Passenger Terminal, on May 7, 1939, the services of two herders will be required, it is agreed that the work will be distributed among the employees of the three railroads on the following basis:

FIRST YEAR (Ending April 15, 1940)

First shift -- Southern Pacific .....345 days  
Second shift -- Santa Fe .....228 days  
                  -- Union Pacific..... 83 days  
                  -- Southern Pacific..... 34 days

SECOND YEAR (Ending April 15, 1941)

First shift -- Santa Fe .....241 days  
                  -- Union Pacific..... 88 days  
                  -- Southern Pacific..... 36 days  
Second shift -- Southern Pacific.....365 days

Subject to revision of percentages (SP-55, Santa Fe-33, UP-12) and any changes in number of herders required, assignments to alternate from year to year on basis above indicated.

FOR THE RAILROADS:

SOUTHERN PACIFIC COMPANY,  
(PACIFIC LINES):  
(Sgd) L. B. McDONALD  
General Manager.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,  
COAST LINES:  
(Sgd) J. R. HITCHCOCK  
General Manager.

UNION PACIFIC RAILROAD COMPANY,  
SOUTH CENTRAL DISTRICT:  
(Sgd) W. H. GUILD  
General Manager.

FOR THE EMPLOYEES:

BROTHERHOOD OF RAILROAD TRAINMEN:

(Sgd) R. J. BROOKS  
General Chairman, Southern Pacific Company  
(Pacific Lines).

(Sgd) D. P. CONWAY  
General Chairman, Atchison, Topeka and  
Santa Fe Railway Company,  
Coast Lines.

(Sgd) GEO. W. HUNT  
General Chairman, Union Pacific Railroad Company,  
(Southern Central District).

San Francisco, California May 5th, 1939.

APPENDIX "23"

Letter from General Chairman W. C. Luttrell to Assistant to  
General Manager J. E. Spier dated June 13, 1966:

Reference is made to your letter of April 6, 1955, file 23-EX,  
concerning the handling of cars erroneously delivered through inter-  
change.

We see no reason to recede from our position as outlined in our  
letter of January 20, 1965.

It is not our desire to set up situations for the purpose of  
collecting penalty claims. Neither is it our desire to extend to  
you the privilege of handling in any manner you choose, without  
penalty, which evidently is what you desire, or you would not have  
made the addition to Item (3) in your letter of September 24, 1964.

Award No. 707 of Special Board No. 379 provides for a penalty  
which you seek to overcome by inserting the additional language in  
Item (3). There is enough confusion concerning the time it is first  
known that an erroneous delivery has been made without complicating  
the matter further with the question of whether or not track space  
would permit switching out the cars at the point of interchange.  
Therefore, in accordance with Award No. 707 of Special Board No.  
379, there would be a penalty involved under the handling described  
in the second paragraph of your letter of January 26, 1965.

The understanding reached in conference is as follows:

- (1) Where the error is discovered before the delivery is completed and the engine is uncoupled, it will be the duty and the responsibility of the delivering road to correct the error by switching out and returning the erroneously delivered car or cars to their yard.
- (2) Where the error is discovered after delivery is completed and before the cars are pulled from the transfer track, the receiving carrier must switch out and return the erroneously delivered cars to the designated transfer track of the delivering carrier before the cars are moved from that point of interchange if track space will permit.
- (3) Where the error is discovered after cars are pulled from a joint transfer point or where cars are delivered on transfer tracks located in the yard of the receiving carrier, there will be no penalty in switching out cars for return to the delivering carrier.

Please confirm that the above sets forth our understanding.

(Signatures not reproduced)

#### APPENDIX "24"

#### DISCONTINUANCE OF LAST YARD ASSIGNMENTS AND COMBINATION ROAD-YARD SERVICE BY ROAD CREWS

(Article V, June 25, 1964 National Agreement)

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 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 for the purpose of the study. If such 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



APPENDIX "24" Cont.

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 crews 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).

APPENDIX "25"

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employes represented by the United Transportation Union (CT&Y).

IT IS AGREED:

Declination notices issued by the Timekeeping and Payroll Accounting Department will be date stamped by local agents' forces when received at distribution points. If a declination is not received at the distribution point within ninety (90) days from date claim filed, it will be allowed, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.

This agreement will be placed in effect on a trial period for six (6) months, subject to cancellation thereafter by ten (10) days' written notice.

Signed at Chicago, Illinois, this 18th day of May 1981.

(Signatures not reproduced.)

APPENDIX "26"

All trainmen who are to be promoted to position of conductor will be examined by the superintendent or his authorized representative. Trainmen failing to pass satisfactory examination shall forfeit his right of promotion for a period of six months, but will retain his rights as trainman. Trainman 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.

(From Article 16(b) of the Consolidated Roadmen's Agreement)

APPENDIX "27"

MEMORANDUM OF AGREEMENT

between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY  
- COAST LINES -

and its employes  
represented by the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

and

UNITED TRANSPORTATION UNION

- - - - -

Agreement on Barstow Hump Yard

1. The switching limits at Barstow will be as follows:

Needles District	MP 745 + 0213'
Mojave District	MP 752 + 0000'
First District	MP 4 + 3700'

The above will designate the Barstow yard and it will be considered as one yard.

It is understood that in moving the switching limits to the above designated locations the four mile limitation for switching industries located outside of switching limits will apply from the prior location of the switching limits.

2. Excepting passenger crews, the on and off duty location for all road crews operating into and out of Barstow, all districts, will be the Terminal Office Building and Article 17, paragraph (t) of Conductors' Agreement is amended accordingly.

The on and off duty points for hostlers and hostler helpers will be the Diesel Service Building No. 18 and at the White Barn at the Diesel Shop. Under this provision, hostlers and hostler helpers will go off duty at the same point they go on duty.

The on and off duty point for passenger engine crews will be the Old Passenger Depot.

The on and off duty points for yard crews will be Crew Building No. 3 located at the east end of the departure yard, Crew Building No. 26 adjacent to the Hump Masters Building and Terminal Office Building, subject to change in accordance with schedule rules. Under this provision, yard crews will go off duty at the same point they go on duty.

Extra men, when called for vacancies in yard service, will be notified of the location for going on duty, at the time called.

Extra men called to fill vacancies in hostler or hostler helper service will be notified at the time called whether the assignment goes on duty at Diesel Service Building No. 18 or at the White Barn at the Diesel Shop.

3. Present calling limits at Barstow will remain unchanged and in addition, effective with the Hump Yard being placed in service, calling limits will be extended to cover a one (1) mile radius of the Terminal Office Building.

4. Operating bulletins, bid bulletins and close out bulletins will be maintained at on duty points.

Printed list showing job number, members of crew and time on duty will be provided Engine Foreman at the time of reporting for duty.

Bids and penalty time slips will be receipted for by yardmaster or crew clerk in accordance with schedule rules already in effect at the point yard crews are required to report for duty.

5. At Barstow, transportation will be provided road crews when the distance between Terminal Office Building and point where crew members assume or relinquish charge of train is in excess of 1/4 mile.

6. District mileage based on center line of new Terminal Office Building Mile Post 749.4 will be as follows:

	<u>Actual Mileage</u>	<u>Including Constructive Mileage</u>
<u>Needles District</u>		
Eastbound	168	170
Westbound	171	171
<u>Mojave District</u>		
Mojave-Bakersfield	69.4	77
Barstow-Mojave	67.2	69

APPENDIX "27"

	<u>Actual Mileage</u>	<u>Including Constructive Mileage</u>
<u>First District</u>		
Eastbound	80.8	100
Westbound	82.7	100

7. Terminal mileage for engine crews will be chained prior to Hump Yard being placed in service and terminal mileage will be paid on the basis of these measurements.

8. Adequate paved and lighted parking areas will be provided for crews at the designated on and off duty points.

9. Restricted area in which inside hostlers may switch engines will be the tracks as shown in yellow on the attached print. The existing roundhouse and shop area at the Barstow Diesel Shop will remain in effect without change.

10. 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 (7) 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.

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

This Agreement is without prejudice to the position of the Carrier or Brotherhood of Locomotive Engineers and United Transportation Union-(C&T) with respect to Section 6 Notices served February 14, 1975 covering job stabilization, nor does it affect the status of such notices.

This Agreement, signed at Los Angeles, California, this 3rd day of November, 1975, shall become effective when the Barstow Hump Yard is placed in operation, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

ACCEPTED FOR THE EMPLOYEES:

(Sgd) W. D. HUFF  
General Chairman  
UTU(C&T)

(Sgd) W. C. LUTTRELL  
General Chairman  
UTU(E)

(Sgd) W. C. Huebner  
General Chairman  
BofLE

APPROVED FOR THE UTU:

K. LEVIN  
Vice President  
UTU

ACCEPTED FOR THE CARRIER:

H. D. Fish  
General Manager