

**THE ATCHISON, TOPEKA & SANTA FE
RAILWAY COMPANY**
(Coast Lines)
South of Ash Fork and East of Parker

Schedule Governing
Rates of Pay
and
Working Conditions
for
Conductors
Brakemen
and
Baggagemen

Represented by
United Transportation Union

Effective July 1, 1956

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Reprinted as of September 1, 1978 to reflect that set forth in the preamble and to reflect basic rates effective December 31, 1978.

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PREAMBLE

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

All National Agreements remain in effect and the reprint of a schedule rule or agreement, which has been modified or superseded by a National Agreement, will not serve to reinstate said rule or agreement.

ARTICLE 1

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

Schedule of Rules and Rates
for
Conductors, Brakemen and Baggage-men
South of Ash Fork and East of Parker

*

ARTICLE 1

PASSENGER SERVICE
RATES OF PAY

(a) Rates to be paid on basis of one hundred fifty (150) miles per day and forty-five hundred (4500) miles per month. Rates of pay as follows:

	Per Mile 1st 150	Per Mile Over 150	Per Day	Per Month	Overtime Rate Per Hour
Conductors	\$ 40.73	\$ 36.34	\$ 60.24	\$ 1817.59	\$ 7.96
Brakemen.....	36.20	32.55	54.16	1682.15	7.20
Baggage-men...	36.42	32.76	53.29	1677.71	7.09

NOTE: Examples appearing in Schedule effective March 1, 1940, applying daily and monthly guarantees are omitted, but the principle is preserved.

Brakemen working on the Phoenix-Parker carded passenger runs will receive a rate of \$.3555 per mile. This same rate will apply for all deadhead service between these points in connection with these passenger trains. If necessary to deadhead employes from Phoenix-Mobest to Wickenburg for service on carded passenger trains between Phoenix and Parker, this rate will also apply.

BASIC DAY

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

(c) When helper conductor is used on passenger train he will be paid at the same rate as the regular conductor handling the train. On trips over 80 miles, helper conductor to be compensated in accordance

ARTICLE 1 (c) (cont.)

with Article 1(b), and payments for trips not exceeding 80 miles helper conductor to be compensated under Article 1(e).

Helper conductor will be provided for trains originating at Phoenix when it is anticipated that train will have in excess of 275 passengers. This will not prevent using helper conductors otherwise when needed.

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

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

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

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

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

OVERTIME

(e) Short turnaround passenger runs, no single trip of which exceeds eighty (80) miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty in excess of eight (8) hours (computed on each run from the time required to report for duty to the end of that run) within nine (9) consecutive hours, and also for all time in excess of nine (9) consecutive hours,

ARTICLE 1(e) (cont.)

computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one (1) hour. This rule applies regardless of mileage made.

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

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

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

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

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

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

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

ARTICLE 1(i) (cont.)

The bases of pay for extra service apply only in making up the guarantees. After guarantees are absorbed¹ schedule provisions for extra service apply.

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

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

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

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

ARTICLE 1 (m) (cont.)

	Per day
Conductor.....	\$ 64.57
Train Baggage men.....	58.29
Brakemen.....	55.17

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

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

STUB TRAINS

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

PASSENGER TRANSPORTATION

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

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

(q) Train Conductors in charge of passenger trains¹ the consist of which includes sleeping car or cars (excluding official business car or cars), will report sleeping car passengers and their transportation (as well as their rail transportation), and perform any other services in connection therewith as required by current instructions.

ARTICLE 1 (q) (cont.)

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

Train Conductors in charge of trains handling sleeping cars in service (excluding official business car or cars), as outlined above, will be allowed 67/100 cents (\$0.0067) per mile, not subject to future wage increases or decreases. This arbitrary allowance will not be payable to helper conductors. *(From Agreement of July 30, 1969)*

CONDUCTORS' SPACE

(r) On all passenger trains suitable space will be provided for conductors office and the carrier will maintain a complete supply of blank 8~2 reports on each train for use of conductors.

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

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

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

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

ARTICLE 1 (s) (1)(d)

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

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

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

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

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

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

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

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

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

ARTICLE 1 (s) (2) (f)

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

EXTRA TRAINS

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

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

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

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

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

SANTA FE PASSENGER UNIFORMS

(w) Passenger uniforms:

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

ARTICLE 1 (w) (2)

(w) (2) Conductors and brakemen assigned to regular passenger service or used to protect relief and/or extra passenger service will equip themselves with standard uniform. Not less than the minimum number of extra brakemen as agreed to by the Superintendent and the Local Chairman of the Trainmen's Committee as necessary to protect relief and extra passenger service will provide themselves with uniforms and such additional extra brakemen as desire to participate in relief and extra passenger work will so indicate to the Superintendent and will also equip themselves with uniform. The agreed minimum number of extra brakemen plus the additional extra brakemen desiring to participate in extra and relief passenger work as above referred to and are equipped with uniforms will protect relief and extra passenger service in their turn from the extra board. Extra brakemen not so assigned to protect relief and extra passenger work are not eligible for service where uniform is required and will have no claim for payment when uniformed employes are called ahead of them for such service.

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

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

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

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

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

ARTICLE 1 (w) (7)

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

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

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

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

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

AMTRAK PASSENGER UNIFORMS

(x) (1) The prescribed uniform will consist of the following items and at the time of the program implementation, employes regularly assigned in passenger service will receive uniform items in the number specified, at Amtrak expense:

ARTICLE I (x) (1) (cont.)

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

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

(x) (2) Employees who protect passenger service, either extra and/or short vacancies, will be allowed to continue wearing their Santa Fe uniform until it needs replacement, at which time the uniform suit pants and suit coats will be replaced on a 50-50 basis between Amtrak and the employe.

(x) (3) Initial uniforms (suit pants and suit coats) and replacements after uniform program has been implemented will be borne equally between Amtrak and the employe.

(x) (4) Authorized Santa Fe uniform buttons will be provided at Amtrak expense. Change/Ticket pouch and leather belt will be replaced at Amtrak expense. Uniform hats will be replaced at Amtrak expense, not to exceed two (2) each ~2 months. Amtrak has the option of replacing only the cloth cover on uniform hats.

(x) (5) All uniform items, excluding shoes and socks, must be ordered from clothier designated by Amtrak.

(x) (6) Effect May 1, t974, a Conductor (Trainman) who makes application either by bidding or bumping for a permanent vacancy in Amtrak passenger service will be required to either have in his possession an Amtrak uniform or produce an application (requisition) for such a uniform.

(x) (7) Failing to have either an Amtrak uniform or an application for an Amtrak uniform will preclude the Conductor (Trainman) being assigned and his application either bid or bump for the vacancy will be null and void.

ARTICLE 1 (x) (8)

(x) (8) Conductor (Trainman) who does not have an Amtrak uniform in his possession, but who has an application (requisition) for such uniform, will be permitted to and must wear his railroad uniform until receipt of the Amtrak uniform.

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

(x) (9) Conductors (Trainmen) having an Amtrak uniform or upon receipt of same, who make application, either by bumping or bidding, and are assigned to permanent vacancy in Amtrak passenger service must wear their Amtrak uniform while in that service.

(x) (10) On and after the effective date of this agreement, a Conductor (Trainman) who is permanently assigned to a vacancy in Amtrak passenger service will be provided one free uniform at Amtrak expense, providing such employe has not previously obtained an Amtrak uniform.

(x) (11) Any Conductor (Trainman) who receives a free uniform under the provisions of Section 10 hereof, will be prohibited from wearing any existing railroad uniform while in Amtrak passenger service.

(x) (12) Any Conductor (Trainman) force assigned to a permanent vacancy in Amtrak passenger service must, upon assignment, make application (requisition) for an Amtrak uniform.

(From Memorandum of Agreement of June 8, 1~72 as amended b~ Agreement of April 15, 1S?4)

ARTICLE 2

ARTICLE 2

THROUGH AND IRREGULAR FREIGHT SERVICE
RATES OF PAY

(a)	Per Mile		Per day
	1st 100	Over 100	
Conductors.....	\$.5990	\$.5336	\$59.90
Brakemen.....	.5440	.4880	.54.40

CAR SCALE

(b) Article 1(a) of National Agreement of May 26, 1955, reads as follows:

"ARTICLE I.

(a) Road Freight Conductors and Trainmen.

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

BASIS OF PAY

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

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

NOTE: Where under existing rules or practices on an individual carrier arbitraries or special allowances are made by reason of the tonnage or the number of cars handled in a train, such arbitraries or special allowances, or the amount produced by the above table, whichever is the greater, shall apply, but not both."
(As amended by National Agreements of 1968)

BASIC DAY

(c) Eight hours or less, one hundred (100) miles or less will constitute a day's work. Twelve and one-half (12½) miles per hour will be the speed basis for the purpose of computing overtime. Overtime will be paid for at not less than three-sixteenths (3/16) of the daily rate per hour on the minute basis.

(d) In pool or irregular freight service, crews may be called to make short trips or turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with minimum of 100 miles for a day; provided -

- (1) That the mileage of all the trips does not exceed 100 miles, and
 - (2) That crews shall not be required to begin work on a succeeding trip out of initial terminal after having been on duty 8 consecutive hours, except as a new day, subject to the first-in-first-out rule or practice.
- (e) Crew members will not be required to manipulate ventilators at terminals.

LOCAL FREIGHT CONVERSION

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

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

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

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

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

ARTICLE 2 (f) (5)

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

INTERPRETATIONS

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

EXAMPLES AGREED TO FOR PAYMENT UNDER ARTICLE 2(f):

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

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

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

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

ARTICLE 2 & 3 EXAMPLES (cont.)

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

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

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

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

ARTICLE 3

LOCAL FREIGHT SERVICE

(a)	Per Mile		
	1st 100	Over 100	Per day
Conductors	\$.6042	\$.5388	\$60.42
Brakemen.....	.5482	.4922	.54.82

(b) CAR SCALE

(See Article 2(b) for applicable rates)

ARTICLE 3 (c)

BASIC DAY

(c) Eight hours or less, one hundred (100) miles or less will constitute a day's work. Twelve and one-half (12½) miles per hour will be the speed basis for the purpose of computing overtime. Overtime will be paid for at not less than three-sixteenths (3~16) of the daily rate per hour on the minute basis.

GUARANTEES

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

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

INTERPRETATIONS

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

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

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

Decision - (a) Yes. (b) Yes.

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

Decision - No.

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

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

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

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

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

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

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

Decision - Not less than local freight rates.

ARTICLE 4

WORK, WRECK AND CONSTRUCTION TRAINS
RATES OF PAY

(a)	Per Mile		Per day
	1st 100	Over 100	
Conductors	\$.5999	\$.5347	\$59.99
Brakemen .....	.5456	.4894	.54.56

ARTICLE 4 (b)

(b) CAR SCALE

(See Article 2(b) for applicable rates)

BASIC DAY

(c) Eight hours or less, one hundred (100) miles or less will constitute a day's work. Twelve and one-half (12½) miles per hour will be the speed basis for the purpose of computing overtime. Overtime will be paid for at not less than three-sixteenths (3/16) of the daily rate per hour on the minute basis.

GUARANTEES

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

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

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

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

(g) If run is on for 7 days or less it will be considered temporary and will be manned by chain gang crews when available and rested, otherwise by made-up crew.

ARTICLE 4 (h)

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

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

(i) Chain gang crews, when used, will be permitted to remain on temporary work trains unless they tie up at terminals, in which event the first-in-first-out rule will apply, except as provided in paragraph (1) of Article 10.

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

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

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

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

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

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

ARTISLE 4 (o)

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

For the purpose of applying Sections 1 and 2 of Article 11 of the Agreement dated June 25, 1964, (tie-up point) is designated as the home terminal point for this assignment.

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

SELF PROPELLED MACHINES

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

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

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

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

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

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

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

TRACK GEOMETRY TEST TRAIN

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

ARTICLE 4 (r) (2) & ARTICLE 5

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

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

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

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

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

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

ARTICLE 5

ROAD SWITCHER SERVICE

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

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

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

ARTICLE 5 (b)

(b) CAR SCALE

(See Article 2(b) for applicable rates)

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

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

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

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

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

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

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

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

(h) A crew required to go beyond limits of assignment will be allowed a minimum of one hundred (100) miles at the rate of the service performed for each time so used. Time thus consumed to be excluded in computing overtime worked on regular assignment. Should computation on continuous time basis from time first coming on duty until final release¹ pay more, continuous time will be allowed.

CONVERSION

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

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

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

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

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

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

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

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

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

ARTICLE 5 (i) (6)

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

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

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

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

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

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

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

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

ARTICLE 5 (j) & ARTICLE 6

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

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

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

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

ARTICLE 6

MIXED SERVICE
RATES OF PAY

(a)	Per Mile		Per Day
	1st 100	Over 100	
Conductors	\$.5996	\$.5344	\$59.96
Brakemen.....	.5446	.4890	.54.46

(b) CAR SCALE

(See Article 2(b) for applicable rates)

BASIC DAY

(c) Eight hours or less, one hundred (100) miles or less will constitute a day's work. Twelve and one-half (12½) miles per hour will be the speed basis for the purpose of computing overtime. Overtime will be paid for at not less than three-sixteenths (3/16) of the daily rate per hour on the minute basis.

ARTICLE 6 (d)

GUARANTEES

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

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

(f) An allowance of an additional thirty-minutes initial time will be allowed for switching on the A. & C. mixed runs, except where the trip runs into overtime.

(g) When brakemen are required to handle express matter \$95.38 will be allowed for this service in addition to the regular salary.

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

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

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

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

ARTICLE 7

DELAYS BETWEEN TERMINALS
TIE-UP

When crews are tied up between terminals on account of wrecks, they will be paid hours or miles, whichever is the greater, from initial terminal to the tie-up point, and for the first eight (8) hours held at the tie-up point at the rate per hour of the service in which they are engaged. For each succeeding calendar day tied up, they will be paid one day's pay of the service in which they are engaged. For the run from the tie-up point to terminal they will be paid miles or hours, whichever is the greater, but not less than a minimum day.

ARTICLE 8

BLOCKING RULE

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

If a train is not properly blocked at the terminal as outlined above the road crew required to switch or set-out car or cars out of order will be paid for actual time consumed on a minute basis at pro rata yard rate with a minimum payment of 25 miles at the yard rate, separate and apart from all other earnings.

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

NOTE: If a car(s) is not blocked in the proper order but is set out with a car(s) in the proper blocking order without making a switch, this penalty will not apply.
(From Mediation Agreement A-8790, 12-5-72)

CLARIFICATION OF THE APPLICATION OF ARTICLE 8, BLOCKING RULE

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

ARTICLE 8 (b) & ARTICLE 9

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

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

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

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

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

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

ARTICLE 9

TIME SLIPS

(a) Time slips must be made out promptly at the end of each trip, according to schedule, and all necessary information noted thereon. If

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

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

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

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

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

ARTICLE 9 (d) (cont.)

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 employees as to other similar claims.

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

(f) Decision by the highest officer designated by the Carrier to handle claims shall be final and binding unless within one (1) year from the date of said officer's decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employe or his duly authorized representative and such officer is so notified. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees 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.

ARTICLE 9 (g)

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

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

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

(g) (3) Extra employees will be protected the same as regularly assigned employees. That is to mean that an extra employee 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 employees 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 employees, 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 employees involved, with respect to deduction to be made.

ARTICLE 9 (k)

(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.

(1) 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 parties will accept and be governed by the settlement or Board Awards with respect to the pilot and rider claims but are not obligated to dispose of future claims on the basis of such Awards if any are palpably erroneous or do not follow the agreement rule(s).

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

ARTICLE 9(n) (3) & ARTICLE 10 (a) (1)

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

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

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

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

ARTICLE 10

ASSIGNED DISTRICTS; FIRST-IN FIRST-OUT;
RUNAROUNDS

(a) (1) Crews will be assigned to local, way freight, mixed and all regular passenger trains, and will be run first-in, first-out on their respective districts in the class of service to which assigned.

Through freight, irregular and unassigned crews, will be run first-in, first-out of all terminals.

NOTE: Crews in assigned service will not be used on through trains and unassigned crews substituted to perform the local work.

ARTICLE 10 (a) (2)

(a) (2) Extra crews, in lieu of pool crews, will be used on short turn around assignments out of Mobest destined to Beardsley and return, or to any point west thereof and return.

NOTE: This does not include work trains.

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

(c) (1) Crews run off regular assigned working district onto adjoining district or districts will be returned deadhead to their district terminal on the first available train that is ordinarily used for deadheading purposes, except can be worked in their proper turn with respect to other foreign district crews if home district crews are not available or cannot be made available.

(c) (2) A Third District crew will not be used on the Fourth District except in case of an emergency such as derailments, washouts or other similar occurrences. In the event a Third District crew is used on the Fourth District in other than an emergency, and providing a Fourth District crew is available at Mobest when the Third District crew goes on duty at Ash Fork, the available crew at Mobest will be allowed the earnings made by the Third District crew on the Fourth District, computed from time brought on duty at Ash Fork until their arrival and release, at Ash Fork. (*From Mediation Agreement 4-6541 Appendix F*)

RUN AROUND AT TERMINALS

(6) Employes run-around at terminals will be paid one day, or 100 miles, and stand first out, except when tied up for rest, or employe not eligible for flagman.

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

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

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

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

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

NOTE: The above will apply to extra employes but will not apply to work train service, local service or road switcher service.

(f) (1) Except as provided for in Article 4, paragraph (h), extra employes will run first-in, first-out.

(f) (2) When it becomes necessary to call a brakeman to perform yard service, because of no yardmen being available, the extra brakeman standing first out on the brakemen's extra board will be used and retain his position on the brakemen's extra board (first out) after he has had eight hours rest. If this same extra brakeman is again called to perform yard service, because of no yardmen available, before making trip in road service he will be placed at the foot of the brakemen's extra board after completing the second shift in yard service. (*From Agreement March 8, 1940.*)

ARTICLE 10 (g)

(g) An extra employe sent to fill a vacancy on assignment tying up at an outside point will be required to protect such vacancy for six (6) calendar days, unless relieved prior thereto by the regularly assigned employe, whose vacancy he is filling¹ reporting for service, or if a conductor's vacancy filled in emergency displaced by an extra conductor. An extra employe who has filled an assignment, tying up at an outside point for six (6) calendar days or more will, upon request, be relieved; however, should layover day occur on the sixth (6th) calendar day, such employe will, upon request, be relieved of the vacancy at the conclusion of the trip commenced the fifth (5th) calendar day. No employe will be relieved unless an extra employe is available from the proper extra board and request is made through officer for relief at outside points.

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

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

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

(h) (2) If and when an employe is restricted to passenger work, or has been previously restricted to passenger and is later unable to hold a regular passenger assignment, he cannot work from the extra board in contravention of schedule provisions until he has secured concurrence through either the UTU General Chairman, or the UTU Local Chairman at the terminal involved.

(h) (3) Employes so restricted and working off of an extra board must bid in regular passenger assignments if their seniority will entitle them to such and failing to bid thereon will be automatically assigned. In event two such employes are on extra board and no bids are received, or bids from employes junior to the two passenger only employes, the senior of the two passenger only employes will be assigned. Furthermore, a passenger only employe displaced must displace any junior employe holding a passenger assignment out of his terminal.

ARTICLE 10 (h) (4)

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

(h) (5) To prevent passenger only employees working off extra board in accordance with paragraphs (2), (3) and (4) from making excessive mileage over those not so restricted, mileage agreements may be set up by agreement at local terminals.

(h) (6) Employees restricted to through freight only, and working off of an extra board, must bid in through freight assignments if their seniority will entitle them to such and failing to bid thereon will be automatically assigned. In the event two or more such employees are on an extra board and no bids are received, or bids from employees junior to the aforementioned restricted, the junior restricted employee will be assigned first. If there is more than one opening, all restricted employees will be assigned. Furthermore an employee so restricted who is displaced must displace any junior employee working out of his terminal.

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

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

ARTICLE 10 (i) (Cont.)

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

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

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

(j) When a promoted trainman working from the brakemen's extra board marks up on a vacancy as conductor, he loses his standing on the brakemen's board and when, by displacement or otherwise, he reverts back to brakeman's board he takes his position in line with paragraph (h).

(k) Crews will be confined to their respective districts, except in cases of specials, or emergencies, or to make up guarantees.

(1) Crews used in work train or other service out of, and return to, the away from home terminal (having completed a day or trip) will not be called upon for similar service for second day or trip when other crews are available before having made an intermediate trip to home terminal. "At Ash Fork should a crew be used to make a second turnaround trip before called for trip to home terminal, they will be allowed 100 miles at minimum basic daily freight rate, except this will not apply in cases of derailments, washout or other similar obstruction." (*From Mediation Agreement A-6541, Appendix "F"*) Crews run around for the purpose of complying with the provisions of this paragraph, shall not be entitled to compensation under the terms of the turnaround agreement.

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

RUNAROUND EN ROUTE

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

Crews running around other crews and crews which are runaround under the above shall, upon arrival at objective terminal, place notation on the register or otherwise notify crew clerk in writing, the crews they have run around or who have run around them so that crew clerk may determine the order in which they are to be called. If given their turn. in accordance with the information shown, the Carrier will not be penalized.

When pool freight crews are called at the terminal for work train service, the runaround enroute rule will not be applicable. Then a pool freight crew is called in work train service, they will establish their turn as per their arrival. It is understood that if a pool freight crew should convert to work train service after departing the terminal, the runaround enroute rule would be applicable.

(From Agreement of February 24, 1972.)

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

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

ARTICLE 10 (m) (Cont.)

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

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

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

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

It is understood this Agreement does not waive the provisions of Article 10.
(From Agreement of January 9, 1972.)

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

ARTICLE 11

REST

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

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

ARTICLE 12

HOLIDAYS

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

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

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

ARTICLE 12 (a) (Cont.)

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

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

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

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

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

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

ARTICLE 12 (e)

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

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

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

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

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

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

ARTICLE 13

ARTICLE 13

INVESTIGATIONS AND DISCIPLINE

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

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

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

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

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

ARTICLE 13 (e)

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

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

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

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

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

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

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

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

ARTICLE 13 (g)(3)

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

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

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

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

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

(Form Memorandum of Agreement of April 13, 1977)

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

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

ARTICLE 13 (h) (2)

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

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

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

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

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

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

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

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

ARTICLE 13 (h)(6)(d)

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

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

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

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

ARTICLE 14

TERMINAL DELAY RULES

INITIAL TERMINAL DELAY

(a) PASSENGER

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

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

(a) (2) When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.

(a) (3) When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

(b) FREIGHT

(b) (1) Initial terminal delay shall be paid on a minute basis to employees in freight service for all time in excess of seventy-five (75) minutes computed from the time of reporting for duty up to the time the train leaves the terminal at one-eighth (1/8th) of the basic daily rate, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

NOTE: The phrase "train leaves the terminal" means when the train actually starts on its road trip from the yard track where the train is first made up.

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

ARTICLE 14 (b) (cont.)

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

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

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of seventy-five (75) minutes after which initial terminal delay payment begins.

(b) (2) When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.

(b) (3) When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

FINAL TERMINAL DELAY

(c) PASSENGER

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

(d) FREIGHT

(d) (1) In road freight service, except at outlying points where switch engine is not employed and as otherwise provided in Sections 4, 5 and 8 of this rule, final terminal delay in excess of thirty minutes will be paid for the full delay at end of the trip

at pro rata rates, regardless of mileage made thereon, on minute basis, from time of arrival at "designated point" or signal approach to same if stopped at such signal in final terminal until conductor of crew registers off duty on the hours of service register; provided that should a train, or trains, be stopped by a preceding train, or trains, standing or waiting at "designated point", or at the signal governing same, because of yard conditions final terminal delay for crew of such following train shall be computed from the time their train is first so stopped until crew is finally relieved from duty.

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

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

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

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

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

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

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

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

ARTICLE 15

ARTICLE 15

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.

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

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

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

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

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

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

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

ARTICLE 15 (b) (3)

(b) (3) The allowances provided for in paragraph (2) shall continue until suitable lodging, conforming to the standards set forth in paragraph (1) above, is provided by the Carrier.

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

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

(b) (4) The Carrier will be permitted to discontinue the present Reading Rooms at Gallup and Ash Fork, the Pullman and other cars used by trainmen *for* lounging and sleeping purposes at First Street, Los Angeles and sleeping rooms in old Harvey House at Bakersfield. In addition, the Carrier will be permitted to remove the cabooses now used for sleeping purposes at Riverbank as other facilities become available¹ A lounge and recreation room will be provided at First Street, Los Angeles in lieu of present cars referred to above.

+ (b) (5) (a) When the Carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$2.75. (As amended August 25, 1978)

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

+ (b) (5) (b) The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.

ARTICLE 15 +(b)(5)(c)

+(b) (5) (c) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

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

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

(Insertions identified by (#) are taken from National Agreement dated August 25, 1978.)

PARKER

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

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

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

(From Letter of Understanding of January 14, 1966)

ASH FORK

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

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

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

(From Letter of Understanding of July 26, 1973)

Eating facility for crews tying up at Ash Fork will be assured.

ARTICLE 16

SENIORITY AND PROMOTION

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

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

ARTICLE 16 (a)(cont)

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

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

(3) Brakemen/Yardmen subject to promotion to Conductor or Engine Foreman required to take oral examination at other than their terminal point will be allowed deadhead mileage. *(From Agreement effective June 13 1978)*

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

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

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

If at any time a situation should arise, on any of the respective seniority districts, whereby the number of extra conductors is not sufficient by reason of all such employes being used as extra conductors to such an extent that a shortage of extra conductors exists that would result in danger of the Company not having such service protected and

there are no brakemen on the brakemen s seniority roster that can qualify for position of conductor because of not having 60,000 regular road miles, exclusive of overtime and arbitrary miles, as is provided for in paragraph (a) of this Article, and because of such it is necessary to employ additional brakemen that have had the necessary experience for the purpose of being promoted to the position of conductor without delay₁ then such employes will establish their date as conductor on the date of examination and such as have not established date as a brakeman will establish date as such corresponding with their date as conductor.

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

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

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

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

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

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

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

The General Chairman will be provided with a list of employes who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employes' identification numbers with copy to Local Chairmen on that seniority district. This information

ARTICLE 16 (g)(cont.)

will be limited to the employees covered by the collective bargaining agreement of the respective General Chairman, The data will be supplied within 30 days after the month in which the employe is hired or terminated.

(From Mediation Agreement A-8790 and National Agreement of January 29, 1975)

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

All conductors promoted on Districts between Albuquerque-Belen and Seligman subsequent to July 14, 1955, will take conductor's seniority date on the First, Second and Third Districts, of the Albuquerque Division, as of the date of promotion, and those promoted subsequent to May 1, 1970, will take conductor's seniority date on the First, Second, Third and Fourth Districts of the Albuquerque Division. *(As amended April 16, 1970)*

Seniority districts for brakemen are defined as follows:

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

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

(j) DUALIZATION OF SENIORITY PROVISIONS.

Section 1

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

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

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

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

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

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

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

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

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

Section 2

Seniority Districts

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

Section 3

Seniority Rosters

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

ARTICLE 16 Section 4

Section 4

Application of Dual Seniority

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

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

(a) When he is in road service and can hold neither a regular assignment nor a place on the extra board out of the terminal where he is then working, he will be required, seniority permitting, to protect road service at some other terminal or transfer to yard service and exercise his seniority as yardman on any assignment held by a yardman his junior or on the extra board. When he is in yard service and can hold neither a regular assignment nor a place on the extra board at that point, he will be required, seniority permitting, to transfer to another yard or to road service and exercise his displacement right as brakeman under schedule rules. Brakemen-yardmen exercising their seniority under the provisions of this item will be permitted to return to their former service when their seniority will permit then to do so providing written request is made to the proper authority. It is understood that a request for such return may be limited to apply only when they can work out of their home terminal.

(b) A yardman brakeman who is promoted and has established seniority as a conductor under provisions of this Article, who transfers to yard service voluntarily, will be permitted to bid on advertised vacancies under Article 17 and will be subject to forced assignment provisions of that rule, while working as yard helper. As to forced assignments, the provisions of this agreement apply only to yardmen-brakemen working in yards where extra board for yardmen is located at the source of supply for conductors.

ARTICLE 16 (2)(b)(cont.)

A yardman-brakeman who is forced into yard service because his seniority would not permit him to work in road service would be considered in this category only until such time as a junior yardman brakeman who has been promoted is working in road service at the terminal where the forced assignment is made.

When a dual right employe, coming within the scope of this agreement, is cut off of a road extra board, he may transfer to some other point, seniority permitting, and continue in road service, or he may exercise his seniority as a yardman on any assignment held by a junior yardman, i.e., engine foreman or helper, at any terminal, except that prohibited below.

Likewise, a dual right employe cut off a yard extra board has the same right to protect road service or yard service at other terminals, his seniority permitting.

When a yardman voluntarily transfers from one yard to another, and prior to the completion of the six months' period that he is required to remain in the yard to which transferred, transfers to road service, he will, in the event he can no longer hold an assignment or the extra board in road service, be required to return to the yard from whence he came to complete the six months' period, the time in road service to be applied toward the six months' period.

Roadmen and Yardmen who have not previously moved from road to yard service, or vice versa, will have the same displacement rights as an employe who has made such transition. Yardmen moving from yard to yard by a voluntary choice will have displacement rights.

(3) (a) A brakeman-yardman, on authority of superintendent or his representative, may voluntarily transfer from road to yard, or vice versa, seniority permitting. Superintendent will permit such employes to transfer in accordance with the provisions of this paragraph only when the extra board in the service to which transfer is desired is to be increased. Dependent upon the requirements of the service, transfers may be deferred until replacements are available and such action will not subject the Company to penalty payments.

Yardman-brakeman working in yard service desiring to transfer to road service on an increase of the extra board, will be governed by the following:

ARTICLE 16 (3)(a)(1)

(1) Must make written request and will be permitted to confine request to a specific terminal. In the event increase is made at point other than specific terminal, original written request would not be cancelled, and would be honored when increase is made at terminal specified in original request.

(2) If the yardmen's board at a point will not permit the release of the senior employe having in request to transfer to road service but yardmen's board at another point will, junior yardmen may be transferred between boards to permit the release of the senior employe in preference to permitting a junior employe from that yard to transfer to road service.

(3) Brakemen-yardmen voluntarily transferring from road to yard, or vice versa, in accordance with above Item 3(a), will be required to remain in the service to which transferred for a period of three months unless unable to hold a regular assignment or the extra board in the service and/or at the terminal to which transferred, in which event he will be subject to the above Item 2 of paragraph (a)

(4) Brakemen-yardmen transferring from road to yard, or vice versa, under the provisions of Items 2(a) and 3(a) will be required to report for duty in service to which transferred within five (5) days from date of release from their former service. Failure to report within the five-day period referred to in this Item 4 will result in the forfeiture of all seniority rights unless the five-day period is extended by proper authority.

(5) Brakemen-yardmen voluntarily transferred from road to yard, or vice versa, will be marked up on the extra board in the service to which transferred at time of reporting.

(b) It is understood that the ebb and flow between brakemen's service and conductors' service must be between employes working within the scope of those agreements.

Section 5

Promotion

Applicable schedule rules will govern the promotion of brakemen and yardmen in their respective services.

Section 6

Extra Boards

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

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

Section 7

Deadheading

It is understood and agreed that the terms of this agreement shall not be construed as changing any of the provisions contained in the existing Road or Yard Agreements concerning deadheading or payments for deadheading affecting employes in road service, or affecting employes in yard service. However, it is understood and agreed that deadheading or loss of time resulting from the exercise of dual seniority rights by employes transferring from road to yard service, or from yard to road service, will be without expense to the Company.

Section 8

General

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

(2) This agreement shall not be construed as changing or amending the Road or Yard Agreement, except as is necessary to make the provisions of those agreements conform with this agreement.

(3) It is recognized that problems may arise in the administration of this agreement, therefore it is understood and agreed that in the event such problems do arise, the parties, signatory to this agreement, will cooperate to correct such problems in a fair and equitable way to both parties.

ARTICLE 17

ARTICLE 17

CHOICE OF PREFERRED RUNS
BULLETINING VACANT ASSIGNMENTS

(a) Conductors and Trainmen shall have choice of any run on their respective districts, or divisions to which their age in the service entitles them.

(b) Conductors and Trainmen in through freight service will go on and off duty at the following locations:

Yard office	- Mobest
Telegraph office	- Prescott
Telegraph office	- Parker
Telegraph office	- Ash Fork

Change in these locations for going on and off duty will not be made without conference and agreement between representatives of the Company and the United Transportation Union.

(c) (1) Local freight runs, switch runs, or tramp runs in effect for two weeks will be considered regular and will be bulletined for seniority choice of employes, and in event it is anticipated at the time run is put on, or prior thereto, that a run of this sort will be required for two weeks or more, such run will be bulletined in advance or at time necessity for maintaining run for not less than two weeks is apparent.

(c) (2) Local freight and road switcher service may be bulletined to go on and off duty at points in the terminal other than those designated above. When such points are designated, the on-duty point shall also be the off-duty point.

(d) (1) All new and vacant assignments shall be advertised by bulletin for a period of five days and the senior applicant shall be placed thereon. Should he relinquish the run before going out on same the assignment will be readvertised.

(d) (2) Bulletins calling for bids for new and vacant assignments will be posted daily, except Sunday and/or Legal Holidays, for a period of five (5) days, except that five day period may be extended, as necessary, to avoid closeout on Sunday and/or Legal Holidays.

ARTICLE 17 (d)(3)

(d) (3) New assignments may be advertised five (5) days prior to date assignment will start work and a specific date for establishing the assignment will be set forth in the bulletin. In the event it later develops that the assignment is not needed, on the effective date the bulletin will be cancelled and again readvertised when subsequently needed.

(d) (4) Assignments will be made as soon as possible after one hour after bids close but not later than two hours after bids close. (*From Agreement of September 11, 1967*)

(d) (5) When a permanent vacancy is advertised in pool service employees will be permitted to bid from a higher to a lower numbered pool, as from five to three, ten to four, etc., but not from a lower to a higher numbered pool, as from one to four.

An extra conductor who is holding an advertised vacancy, under provisions of Article 20(a), will, if tied up at home terminal or on arrival at home terminal, be relieved at closing time of bid bulletin. If, when the run departs and conductor who is successful bidder is not ready for service, for any reason, the vacancy will be filled as a new vacancy.

(d) (6) Employee bidding in new assignments advertised for more than one position will be assigned in the order of their arrival time at home terminal rather than in order of seniority. If two employees arrive at same time the senior employee will be used first. In the event one or more employees are laying off, arrival time will be considered the time they markup for service.

(d) (7) Employees relinquishing an assignment after notice of assignment has been issued will be placed on the trainmen's extra board until assigned to other vacancy because of subsequent bulletin.

(d) (8) Employees will not be permitted to submit bids on vacancies advertised while on leave of absence under Form 1516 or vacation, except where assignments are advertised for bid prior to an employee's vacation period or taking a leave of absence, then they must bid for same even though the bid is closed out while they are on vacation or leave of absence. They will not be permitted to make displacement on such assignments, under the provisions of paragraph (i) of this Article, upon return.

ARTICLE 17 (d)(9)

(d) (9) When no bid received¹ if the assignment to be filled is for a conductor and the service is freight, the junior extra conductor will be assigned; if the service is passenger, the junior conductor having a uniform will be assigned; if the assignment is for a brakeman, the junior qualified brakeman on the extra board protecting the service will be assigned,

(d) (10) When a conductor is forced onto an assignment because of no bids received, when the vacancy was advertised, he will, in event an employe junior to him becomes available, be permitted, if he desires, to give up the vacancy, said vacancy to be readvertised; in event no bids received the then junior employe to be assigned. If the vacancy is at an outside point any deadheading necessary to fill the run will not be paid for.

When a brakeman is assigned on an assignment under above paragraph he will be permitted to give up such assignment when an employe his junior is on the extra board protecting the service and qualified to fill the assignment.

NOTE: A junior employe who is on leave of absence for more than fifteen (15) days, by authority of approved Form 1516, or vacation, will not be assigned and the next junior unassigned employe who is not on an approved Form 1516 leave of absence or vacation, will be assigned. (*From Agreement of December 4, 1959*)

(d) (11) When advertising vacancies on assignments that work 20 days and off 10 days or similar assignments that have more than five (5) consecutive days off, which would normally close out during the off period, they will be advertised to close out two (2) days before the end of the off period and successful bidders will be considered assigned to the run at time bids close.

(e) (1) Except as provided for in paragraph (h) of Article 4 and Paragraph (g) of Article 27, an employe losing his run by reason of its being discontinued, or being taken by a senior employe, shall be entitled to any run held by his junior. If on the assignment he chooses there is more than one employe his junior, he shall displace the junior employe in such assignment.

An employe who has lost his run by reason of its being discontinued or being taken by a senior employe shall have seventy two (72) hours in

which to make displacement from the time he is notified or time he goes off duty at tie up point of his assignment on his last trip, whichever is later. If he chooses *to* take his place on the brakemen's extra board, he forfeits his privilege to a regular assignment until such a time as he can bid in an assignment in the regular way.

(e) (2) When employes are displaced they will be notified of such displacement within (2) hours after displacement occurs, whenever it is possible to do so.

(e) (3) An employe having a displacement right will automatically relinquish such right if declared a successful bidder on any assignment at effective time of displacement or subsequent thereto.

(e) (4) An employe having a displacement right under the provisions of his paragraph who is not on a leave of absence and did have access to Bid Bulletin but failed to bid, will be permitted to displace, under the provisions of this paragraph, the junior employe in any assignment at time of displacement. This does not alter the provisions of paragraphs (k) and (r).

(e) (5) Regular assigned employes who are restricted from the service to which assigned will be given a displacement right under the provisions of this paragraph within seventy-two (72) hours from date of notification by the superintendent of restriction.

(e) (6) When the restriction is lifted, the employe will be given a displacement right, under the provisions of this paragraph, in service from which previously restricted within seventy-two (72) hours from the time of notification by the Superintendent that the restriction has been lifted.

(e) (7) Employes displaced while on leave of absence or vacation and entitled by seniority to make displacement must make written declaration of intention within seventy-two (72) hours from the time they report from duty or lose their right to do so.

(e) (6) Employes returning from leave of absence or vacation may, if not displaced from assignment to which assigned while on leave, return to former assignment or may upon return, or within seventy-two (72) hours thereafter, exercise seniority rights on any other assignment bid in by a junior employe which was advertised during such leave of absence or vacation. It is understood that in such case displacement must be made in conformity with this Article.

ARTICLE 17 (e) (9)

(e) (9) A pool freight employe returning from leave of absence or vacation will be permitted to make displacement on lower pool number advertised during absence, and bid in by junior employe. If more than one junior employe bids into the same assignment on a lower pool number he may displace the junior employe that bid into assignment on a lower numbered pool while absent.

(e) (10) Employes who are displaced or whose assignment is abolished while on vacation or leave of absence will not be permitted to exercise their displacement rights until reporting for duty. Should they report one (1) day early, in order to avoid the loss of a day on their assignment and find that they have been displaced or their assignment cancelled, they will be permitted to make displacement at that time and work their new assignment on the last day if, by so doing, they would avoid losing a day on the new assignment subsequent to vacation period, except as provided in the Vacation Agreement.

(e) (11) When an employe who is on an outside assignment and does not have access to Bid Bulletins, and while on such outside assignment a junior employe bids in an assignment that was placed up for bid and bids closed while the senior employe was on the outlying assignment he will be given the same rights to make displacement as an employe returning from leave of absence or vacation.

The Company is not to be committed to any additional expense because of seniority move.

(f) An employe reinstated with full seniority rights will take such assignment as his seniority entitles him to. If on the assignment he chooses there is more than one employe his junior, he shall displace the junior employe in such assignment.

(g) (1) Employes taking what they deem preferred runs, if necessary to deadhead, must do so at their own expense.

(g) (2) Employes displaced at outlying points through seniority, who, themselves, have taken such assignments through seniority will, if necessary to deadhead, do so at their own expense.

(h) In making reductions in pool freight assignments it will be made in inverse order to the building up of the assignment and employes so relieved may exercise their seniority.

(i) When employes bid off of or give up an assignment they will not be allowed to bid for their former assignment until it has been once filled and again becomes vacant, except in the event of their being displaced through no fault or action of their own.

(j) Employees, whether regularly assigned or extra, shall be considered as having been displaced immediately upon written declaration made by a regularly assigned or senior extra employee. If and when the run departs and the employee who has made written declaration for the run is not ready for service, regardless of whether he is held off for other service or lays off, the conductor's vacancy shall be filled by the senior eligible available extra conductor and the brakeman's vacancy shall be filled by the employee first out on the brakeman's extra board.

Extra brakeman holding vacancy will be considered relieved when regular employee reports and will be marked on the extra board as per time of his arrival at terminal, but will not be entitled to a runaround if other extra brakemen who arrived later have already departed.

NOTE: Employees, having made a written declaration of a permanent displacement on an outside assignment and then being declared the successful bidder on another assignment before reporting for duty on outside assignment, will be required to protect the outside assignment on which he made displacement until properly relieved.

(k) Employees will be permitted to make seniority displacements whether they are rested or not.

(1) Employees in making seniority displacements must do so in writing.

(m) When a regular or extra employee working an outside assignment bids in a different assignment, he will be relieved within twenty-four hours.

(n) When the mileage of an assigned run is decreased 300 miles or more per month; the time changed from day to night, or night to day, or if time of layover is changed two hours or more, or if turning point is changed, it will be declared vacant and bulletined.

Employees displaced because of rebulletining runs (whether one or more crews assigned thereto) must bid thereon; failing to do so will not have the right to displace the successful bidder on such assignment.

(o) (1) When assigned runs are changed, regardless of whether such changes are sufficient to require rebulletining under provisions of paragraph (n) of this Article, employees assigned thereto will be notified of such changes, in writing, before arrival at terminal on the last trip preceding the time the change is to become effective. If not so notified and they do not lose a day they will be paid for the first trip subsequent to the change, either the mileage of the changed assignment or the mileage of the prior assignment, whichever is the greater; if a day is lost, they will be paid therefor.

ARTICLE 17 (o)(2)

(o) (2) When an assignment tying up at an outlying point becomes impaired and is rebulletined under provisions of paragraph (n) of this Article, it will not be considered a new run, but employes assigned thereto may surrender it and exercise their seniority by so notifying the trainmaster; otherwise, they will remain on the assignment until successful bidders are ascertained.

(p) Bids for advertised vacancies may be submitted in duplicate, and crew clerk, or a member of the Agent's staff, will sign duplicate copy of bid showing date and time received returning same to the employe and mailing original to Trainmaster's office. Bids accepted at outlying points will only be considered valid if presented by the employe prior to the last train connection carrying Company mail which arrives at the terminal where bids close prior to closing time of bids. Submitting bids at variance to the above, such as Western Union, U.S. Mail, and Company Mail, will be at the risk of party submitting same.

(q) Excepting when it is impossible to perform regular service due to an act of Providence, assigned local freight and mixed train crews are entitled to start a trip each calendar working day (including Legal Holidays), and to receive compensation therefor.

The above understanding is subject to the following conditions:

(1) If a crew fails to start a trip on any day assigned to work but starts two trips the following day, its pay for the first trip will be calculated from two hours after its assigned starting time, or 11:55 PM of the preceding day, whichever is the earlier, and the first trip will be considered as having started at that time, thus satisfying the requirement that a trip shall be started each day the crew is assigned to work.

EXAMPLE: A crew is assigned to start a trip at 11:00 PM of the 1st but is not actually placed on duty until 1:00 AM of the 2nd, and is again brought on duty between 1:00 PM and midnight of the 2nd. The guarantee for the 1st will be satisfied by paying as though the trip commencing at 1:00 AM of the 2nd had been started at 11:55 PM of the 1st.

EXAMPLE: A crew is assigned to start a trip at 9:30 PM of the 1st but is not actually placed on duty until 1:00 AM of the 2nd, and is again brought on duty between 9:30 PM and midnight of the 2nd. The guarantee for the 1st will be satisfied by paying as though the trip commencing at 1:00 AM of the 2nd had been started at 11:30 PM of the 1st.

ARTICLE 17 (q) (2)

(2) If a crew fails to start a trip on a day assigned to work, and starts only one trip on the following calendar day, it will be allowed the mileage without overtime (subject to the minimum day rule) of the assignment for the day on which a trip was not started, and compensation for the trip started the following day will be computed from the time called to report therefor. If and when the crew subsequently starts two trips on a calendar day, both trips will be paid for without regard for the fact that a trip not made has already been paid for.

EXAMPLE. A crew assigned to start a trip at 11:00 PM of the 1st, is not placed on duty until 5:00 AM of the 2nd, starts only one trip on the 2nd and 3rd, but starts two trips on the 4th. Pay the mileage without overtime of the assignment for the 1st, actual earnings for the 2nd and 3rd, and actual earnings as of two trips for the 4th.

(3) If a crew is required to report for duty in advance of its assigned starting time, it will be allowed an additional day's pay for the time in advance of the assigned starting time.

EXAMPLE: A crew with assigned starting time of 10:00 PM is called for duty at 8:00 PM. It will be paid a minimum day for the, time in advance of 10:00 PM and the time or miles of the assignment, subject to the minimum day rule, for the time subsequent to 10:00 PM.

(4) If a crew is called for duty more than two hours after its assigned starting time but prior to midnight, its pay will be calculated from two hours after its assigned starting time.

EXAMPLE: If a crew is assigned to start a trip at 7:00 PM but is not called to report for duty until 11:00 PM, its time will commence at 9:00 PM.

(5) Insofar as concerns crews assigned to local freight and mixed train service, Items (1) and (2) of this paragraph are applicable only under circumstances wherein the local freight and mixed train guarantee rules apply.

(r) Nothing in this schedule will operate to prevent a conductor from serving as brakeman in accordance with his seniority as such.

ARTICLE 17 (s)

(s) when a conductor is deadheaded to any outlying point under pay to fill a vacancy and is later displaced by a senior employe, the employe first deadheaded will be paid for return movement; the senior employe relieving first employe deadheaded will not be paid in either direction.

(t) (1) When a vacancy has existed for ten (10) days, it will be bulletined and assigned as a permanent vacancy under the applicable rules. An employe whose position is bulletined under this paragraph due to his having laid off shall have the right, upon his return to service, to return to that position even though an employe his senior has been assigned, or exercise his seniority as provided by this Article. He will not, however, be permitted to return to that position if an employe his senior has displaced thereon subsequent to the close of the bids. The employe displaced in such instances will have displacement rights as provided in this Article but will not be permitted to displace the returning employe.

(t) (2) Any deadheading as a result of this rule is to be without expense to the Company.

(t) (3) Days of a vacation will not be counted to create a vacancy under this paragraph.

NOTE: This paragraph (t) of Article 17 will be applicable to trainmen holding train-baggage assignment; however, when returning to service after being absent, the individual must return to his former train baggageman assignment, seniority permitting, if he has not completed the two months' period during which he is required to remain on the assignment. (*From Agreement of September 11, 1967*).

*(t) (4) When bids for an advertised vacancy are due to close out on a Saturday it will be permissible to close the bids out on Friday but never less than four days.

(a) A vacation vacancy of two weeks or more will be bulletined and assigned as a permanent vacancy under the applicable rules. An employe whose position is bulletined under this paragraph due to his going on vacation shall have the right, upon his return to service, to return to that position even though an employe his senior has been assigned, or exercise his seniority as provided by this Article. He will not, however, be permitted to return to that position if an employe his senior has displaced thereon subsequent

ARTICLE 17 (t) (4) (a) (cont.)

to the close of the bids. The conductor or brakeman displaced in such instances will have displacement rights as provided in this Article but will not be permitted to displace the returning employe.

(b) Any deadheading as a result of this rule is to be without expense to the Company.

(c) Bids will close the day before the vacation starts and will be effective at 12:01 AM on the first day of the vacation.
(From Agreement of November 11, 1974).

(u) (1) When regular assigned passenger or freight assignments on which more than one crew is assigned are readvertised, losing a run because assignment is annulled, when bidding, will be required to bid for first, second and third choice, etc.

(u) (2) It is the idea that employes displaced because of rebulletining of any assignment must bid thereon or, failing to do so, will not have the right to displace the successful bidder on such assignment.

(u) (3) When assignments are readvertised, employes may remain on the runs pending the close of bids, subject to being displaced during the bid period by a senior employe, except as provided in Article 4, paragraph (h). This will not prevent a promoted trainman from being used as an extra conductor or a freight conductor from being used, or his asking to be used as extra passenger conductor under the provisions of Article 20.

(v) Seniority list of trainmen shall be placed where trainmen can see it daily.

(w) Conductors making displacements or bidding in vacancies on crews will be used if they have doubling time as provided in Article 10(e).

ARTICLES 18 & 19

ARTICLE 18

APPLICATION FOR EMPLOYMENT

(#)Section 1 - Probationary Period

Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the Carrier must be declined in writing to the applicant.

(#)Section 2 - Omission or Falsification of Information

An employe who has been accepted for employment in accordance with Section 1 will not be terminated or disciplined by the Carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employe would not have been hired if the Carrier had had timely knowledge of it.

(#) *(Article VII, national Agreement of August 25, 1978)*

ARTICLE 19

LEAVE OF ABSENCE

(a) Leave of absence will be granted at the discretion of the Company and, except in case of sickness or where serving on UTU's committee, will be limited to not to exceed one year.

(b) When reasonable notice has been given members of grievance committee shall be granted leave of absence when on committee business.

(c) Employes, accepting positions with the State Public Utilities Commission or the Interstate Commerce Commission, will be granted leave of absence for the period employed by these Commissions.

(d) An employe confined to a hospital due to physical incapacitation that renders him unable to resume duty, will be protected by leave of absence until released by the hospital doctor.

BEREAVEMENT LEAVE

(#) (e) Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employe's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employes involved will make provision for taking leave with their supervising officials in the usual manner.

(E) *(Article XII, National Agreement of August 25, 1978)*

ARTICLE 20

EXTRA SERVICE

(a) Except as provided for in paragraph (d) of this Article, the senior available extra conductor will do all extra running.

EXAMPLE: There are *two* vacancies for extra conductor to fill, one vacancy at one o'clock and one at one-thirty o'clock; the senior available extra conductor must take the first vacancy even though he prefers the latter.

It is understood that extra conductors will not be held off of their regular assignment to serve as such when other conductors will be available, but they may have the privilege of laying off and making themselves available for service as an extra conductor.

Unless otherwise provided, an extra conductor protecting either freight or passenger vacancy under this article will remain thereon until relieved by the regular conductor or displaced by a senior conductor.

(b) Assigned or regular conductors will not be called upon to do extra work, except when there are no extra conductors available. When so called upon, they will be paid freight rates for handling passenger equipment, unless making round trip in place of regular conductors.

(c) A regular or extra conductor, holding an assignment at an outlying point, will not be available for service as an extra conductor at the terminal of the district.

(d) A promoted brakeman holding an assignment in passenger service and has notified the trainmaster in writing of his desire to not be used in another grade of service, he will not be so used except in emergency. Having filed such notice it may not be withdrawn while holding such assignment.

Runaround rule is not to apply in fulfilling this paragraph.

(e) (1) A regularly assigned employe will not be required to hold himself in readiness for service on his layover day unless so notified. If held for service and not used, will be paid a minimum day at rate applicable to service to which assigned.

(e) (2) An emergency conductor taken from his regular assigned run in service other than that of conductor shall be compensated for service performed as a conductor under rules governing, but he shall not be paid less than he would have earned had he remained on his regular assignment.

ARTICLE 20 (e)(2) (cont.)

If his regular assignment is not operated during the time he is used in the other service, he will be paid the earnings of the additional service. If prevented from being used on his regular assignment account hours of service law following his use in the other service, he will be paid the earnings of his regular assignment for that trip.

(e) (3) An assigned conductor used off of his regular assignment will receive not less than what he would have earned had he remained on his regular assignment.

If his regular assignment does not operate during the time he is being used off his assignment, he will be paid the earnings of the additional service. If prevented from being used on his regular assignment account hours of service law following his use off his regular assignment, he will be paid the earnings of his regular assignment for that trip.

(f) When conductors who are assigned to the Extra Passenger Conductors' Board or the Extra Freight Conductors' Board or Unassigned Emergency Extra Conductors lay off or miss a call for Conductor's service, they will not again be considered available for service as an extra conductor, except in case of emergency, until after the expiration of twelve (12) hours.

(g) Passenger Conductors' Extra Board:

(g) (1) On districts where there is sufficient extra passenger work to warrant the establishment of a passenger conductors' extra board, it will be done, the establishment of such boards to be confined to borne terminals of through passenger assignments.

(g) (2) The number of conductors assigned to each passenger conductors' extra board, established under provisions of paragraph (1) of this Section, will be regulated by the Local Committee of the United Transportation Union Conductors' Committee (UTU(C)) as per Article 25. In the regulation of the mileage on the Passenger Conductors' Extra Board the mileage check will be made on a ten (10) day basis, such check to be made to cover the ten-day period ending with the 10th, 20th, and last day of each month. The Carrier will maintain a form, at each point where the Board is located, for the purpose of registering the dates and the mileage made by Conductors assigned to or working on the Passenger Conductors' Extra Board.

NOTE: There is no prohibition against either increasing or decreasing the number of conductors on the board between the 10-day checking periods when the extra work available to the conductors increases or decreases to a point where the mileage principles of Article 25 can not be accomplished.

ARTICLE 20 (g) (3)

(g) (3) Where extra boards are established as per Paragraph (1) of this Section or when vacancies thereafter occur on such boards the provisions of Article 17 will apply. Turns will be marked up on the Board and the senior available extra freight conductor making request, in writing, will be marked up on the same, pending close of bids, subject to displacement by a senior eligible extra freight conductor, making such request in writing. In either case, the conductor making such request or displacement will remain on the vacancy, or turn, until the successful bidder reports for same. In the event no application is made, in writing, for the vacancy, or turn, the turn will be bypassed and placed at foot of board at the time bids close.

(g) (4) Then extra board is decreased, as per Paragraph (2) of this Section, the junior conductor assigned thereto will be removed and he will have the right of displacement as per Article 17(e).

(g) (5) When vacancies occur on the extra board, other than those referred to in Paragraph (3) of this Section, the senior available extra conductor making application, in writing, will be permitted to mark up on same, subject to displacement by a senior available extra conductor. It is understood that such vacancies occurring by reason of a lay-off will not be subject to the foregoing until after the expiration of seven (7) days.

(g) (6) Conductors holding positions on the passenger conductors' extra board will be used first-in first-out subject to the provisions of Article 10.

(g) (7) Conductors assigned to or holding positions on the passenger conductors' extra board will, when available, be used to fill all vacancies occurring on assigned passenger runs and all extra passenger service allocated to such extra boards.

(g) (8) When the extra board is exhausted, the provisions of Paragraph (a) of Article 20 will apply.

(g) (9) At terminals where extra passenger conductors' boards are maintained, emergency extra passenger conductors will make known, in writing, their desire to be used in extra passenger service when the extra passenger board is exhausted and will be so used in accordance with paragraph (a) of Article 20. When such request has been filed it may not be withdrawn for a period of six (6) months.

ARTICLE 20 (g) (10)

(g) (10) At terminals where passenger extra boards are not established, extra passenger conductors assigned to passenger classes, will, when used in passenger service, come under the provisions of Paragraphs (a) and (e) of Article 20.

(g) (11) Except as modified herein all other provisions of Article 20 as well as all rules and practices covering assigned or unassigned passenger service will be applicable to passenger conductors extra boards.

(h) Freight Conductors' Extra Board:

(h) (1) At district home freight terminals, where there is sufficient extra freight work, conductors' freight extra boards will be established to protect all extra freight conductors' work on the district, or districts, in the territory of the district home terminal.

(h) (2) The number of conductors assigned to the freight conductors' extra board, established under paragraph (1) of this section, will be regulated by the Local Committee of the United Transportation Union, Conductors Committee (UTU(C)) under the mileage prescribed by the provisions of Article 25.

(h) (3) The Carrier will maintain a Form, at each point where the extra board is located, for the purpose of registering the dates of the trips and the mileage made by the conductors assigned to the extra board.

(h) (4) The Local Committee of the UTU(C) will check the mileage made by the conductors assigned to the extra board on a ten-day basis; checks will be made to cover the ten-day periods ending with the 10th, 20th and last day of each month.

NOTE: Nothing in the foregoing will prohibit the Local Committee of the UTU(C) from increasing or decreasing the number of conductors on the Board between the ten-day checking periods, when the extra work available to the extra conductors either increases or decreases to a point where the mileage principles of Article 25 can not be accomplished.

(h) (5) When bulletins are posted to increase the number of conductors on the board, or as vacancies thereon are bulletined, no conductor will be placed thereon to fill the vacancy until bulletin advertising position expires and assignment is made. All assignments to be made as per Article 17.

ARTICLE 20 (h) (6)

(h) (6) Vacancies on the extra board created by conductors laying off or being used in other service will not be filled except as provided in paragraph (5) of this section, and conductor will be marked at foot of extra board when resuming service thereon.

(h) (7) When necessary to decrease the number of conductors on the board, the junior conductor will be removed from the board and will have the right of displacement as per Article 17(e).

(h) (8) Conductors assigned to the freight conductors' extra board will be used first-in first-out subject to the provisions of Article 10.

When the Conductors' extra board is exhausted vacancies will be filled in the following manner.

(a) By the senior demoted conductor working on the crew on which the vacancy occurs.

(b) If there is no demoted conductor on the crew on which the vacancy occurs, the senior available unassigned conductor, at the terminal where the board is located, will be used. After completing the service for which called, or on the return to his layover point, or home terminal, he will be returned to his assignment.

(h) (9) When vacancies are filled under the provisions of Paragraph (8)(a), other senior extra freight conductors will not be entitled to payment of runaround.

(h) (10) Where vacancies are filled under the provisions of Paragraph (S)(b), the emergency conductor used will be compensated under the provisions of Article 20(e).

(h) (11) Emergency conductors filling a conductor's vacancy on an assignment tying up at an outlying point will be relieved as per Article 17(m), Article 20(a), or as soon as possible after a conductor assigned to the extra board becomes available.

(h) (12) Except as modified herein all other provisions of Article 20 as well as all rules and practices applicable to freight service will apply to assigned Freight Conductors' Extra Boards.

ARTICLE 20 (i)

(i) Rules covering local conditions, which apply to extra boards, *at* different terminals, may be made with the approval of the General Chairman and the Vice President, Personnel and Labor Relations.

(j) A combination passenger and freight conductors' extra board will not be established without the concurrence of the General Chairman.

*(k) When the freight conductors' extra board is not in existence the following will govern in filling freight conductor's vacancies at Mobest:

- (1) An unassigned conductor laying in for extra freight work as provided for in Article 20(a) will be used in preference. In the event more than one extra conductor is laying in for the extra work, the senior employe will be used first.
- (2) If no unassigned conductors have made themselves available by laying in, the senior demoted conductor working on the crew on which the vacancy occurs will be used.
- (3) If there is no demoted conductor on the crew on which the vacancy occurs, the junior available unassigned conductor at Mobest will be used. After completing the service for which called or on his return to the home terminal of Mobest, he will be returned to his assignment.
- (4) When vacancies are filled under the provisions outlined above, other senior emergency freight conductors will not be entitled to payment of runaround.
- (5) Where vacancies are filled under the provisions of Item (3) herein, the conductor used will be compensated under the provisions of Article 20(e).
- (6) Extra conductors filling a conductor's vacancy on an assignment tying up at an outlying point will be relieved as per Articles 17(m) and 20(a).
- (7) Except as modified herein, all other provisions of Article 20, as well as all rules and practices applicable to extra freight conductors, will apply.
- (8) Since there is no freight conductors' extra board at Mobest, extra and/or emergency conductors would be considered in the same category.

(From Agreement of February 15, 1963)

LAYOVER DAYS - USED IN OTHER SERVICE

(aa) A trainman used in another grade of service and his assignment as a brakeman is operated during the time he is used in such other service the greatest earnings of either the extra service or his trainman S assignment will be paid.

If his regular assignment is not operated during the time he is used in the other service he will be paid the earnings of the additional service. If prevented from being used on his regular assignment account Hours of Service Law following his use in the other service he will be paid the earnings of his regular assignment for that trip.

The application of this paragraph (aa) is to eliminate loss of earnings to employes who, by virtue of seniority or other applicable rules, are required to perform service in another grade of service. It is agreed that this rule is not intended as a "penalty" but, to provide for a "make whole" rule₁

The following provisions will be applied when determining payments to be made under the rule:

- (1) The period for computing "make whole" allowances will begin at the outset at the time the employe is first called for service on other than his regular assignment and will continue until the employe so used arrives at the home terminal at the time his assignment is at the home terminal. Where the same employe is again called for service on other than his regular assignment without having performed service on his regular assignment, a second period will commence at the time called for the service off of his regular assignment and will continue until the employe so used arrives at the home terminal at the time his assignment is at the home terminal.
- (2) An employe who is called for service other than his regular assignment during his layover period; completes the service and returns to his regular assignment, suffering no loss of time thereon, will be paid for the extra service performed in addition to all earnings made on his regular assignment.
- (3) An employe who is called for service other than his regular assignment; completes the service called for and is ready for service on his regular assignment but is not allowed to work when it is called due to application of the hours of service law or the applicable calling rules and performs no additional service before his regular assignment returns to the home terminal will be paid the amount he made in extra service plus the earnings of his regular assignment.

ARTICLE 20 (aa)(cont.)

- (4) An employe who is called for service other than his regular assignment; completes that service but on such completion his regular assignment is on duty or has departed will be paid the earnings of the extra service or his regular assignment, whichever is the greater.
- (5) An employe who is called for service other than his regular assignment; completes the device for which called and is ready for service on his regular assignment but is not allowed to work when it is called due to application of the hours of service law or the applicable calling rules, and before his regular assignment returns to the borne terminal performs still additional extra service, will be paid as follows:
 - a. Extra service performed before his regular assignment will be paid for separate and apart from any other payments.
 - b. Additional extra service performed during the period his assignment is away from the home terminal or the earnings of his regular assignment, whichever is the greater.

EXAMPLE: Employe called off his regular assignment for service on duty at 4:00 p.m., April 1st, while his regular assignment is at the home terminal, makes turnaround trip and ties up at 8:00 p.m., April 1st. His regular assignment is called at 8:30 p.m., April 1st and he is not used because not available in time for call. His assignment works to opposing terminal and ties up at 7:30 a.m., April 2nd and is called for return trip on duty 5:00 p.m., April 2nd, tying up at home terminal at 4:00 a.m., April 3rd. He is called in additional extra service on duty 6:00 am., April 2nd, arrives opposing terminal 11:00 a.m., April 2nd, called on duty opposing terminal ~:30 p.m., April 2nd, arrives home terminal 4:30 a.m., April 3rd. Will be paid actual earnings for turnaround trip 4:00 p.m. to 8:00 p.m., April 1st and, in addition, the earnings of his assignment on April 2nd and 3rd, or earnings of his actual service on April 2nd and 3rd, whichever is greater. When he arrived at home terminal at 4:30 a.m., April 3rd, his assignment was also at the home terminal and the period for computing "make whole" allowance terminated. Any further service off his assignment will start a new period.

ARTICLE 20 (aa)(cont.)

- (6) An employe who is called for service other than his regular assignment at a point going on and off duty at other than his home terminal or tie-up point will be paid the difference in earnings between what he earned on the outside assignment and what his regular assignment earned, computed from the time he leaves the home terminal or tie-up point until he returns to the home terminal or tie-point at the time his assignment is at the home terminal or tie-up point, irrespective of the number of days involved.

EXAMPLE: Employe is called off his regular assignment for service at outside point and performs service on April 1, 2, 3, 4, 5 and 6 and returns to terminal and his regular assignment on April 6th. Regular assignment has bulletined layover day on April 6th. Difference in earnings, if any, will be based on total earnings on outlying assignment for April 1, 2, 3, 4 and 5 as compared to earnings of regular assignment on those dates, April 6th to be paid separately because of being bulletined layover day of regular assignment.

- (7) In the application of the above paragraphs, service performed on layover days established by bulletins in any assigned service will be paid for separately and will not be used to offset loss of earnings of his assignment. The on-duty time will establish the date of service.

EXAMPLE: Employe is called for service off his assignment on duty 4:00 a.m., April 1st, at Needles and works as passenger conductor to Los Angeles where he ties up at 11:15 a.m., April 1st, lays over in Los Angeles until on duty at 8:30 p.m., April 3rd, arriving Needles at 3:40 a.m., April 4th. His regular assignment as passenger brakeman goes on duty Needles 4:40 a.m., April 1st, arrives Winslow 11:30 a.m., April 1st, on duty Winslow 7:00 p.m., April 1st ties up Needles 12:50 a.m., April 2nd. Assignment then lays over in Needles April 2nd and 3rd. Employe used off his regular assignment will be paid earnings of extra service Needles to Los Angeles April 1st, or earnings of his regular assignment Needles to Winslow and return, whichever is the greater. Extra service performed Los Angeles to Needles on April 3rd (on layover day of regular assignment) will be paid separate and apart and not used to offset loss in earnings on assignment.

ARTICLE 21

ARTICLE 21

COUPLING AIR HOSE

1. (a) When road freight crews (including local freight and work train crews, excluding crews protecting road switchers) within the switching limits of the following listed yards are required to couple air hose (except as set forth in Section 3), each member of the train crew will be paid an allowance of \$4.32 (subject to future general wage increases which may include retroactive increases) regardless of whether a carman is or is not on duty. Such crews will not be required to couple air hoses for other road crews or yard crews:

Gallup	Calwa-Fresno
Winslow	Riverbank
Ash Fork	Stockton-Mormon
Prescott	Richmond
Phoenix-Mobest	San Francisco
Seligman	Alice Street Oakland
Needles	San Bernardino
Barstow	Los Angeles
Bakersfield	San Diego-National City
Kaiser (Yard limits are controlling as presently located)	

NOTE: Points listed in Section 1(a) hereof which will not be changed in the future.

(b) No payment is due such crews when required to couple air hose on any cars handled, moved or switched by such crew at any location other than those listed in Section 1(a) hereof.

2. When Conductors and Trainmen protecting road switcher service are required to couple air hose (except as set forth in Section 3), each member of the train crew will be paid an allowance of \$4.32 (subject to future general wage increase which may include retroactive increases) regardless of whether a carman is or is not on duty. Such crews may be required to couple air hose on cars to be picked up by other road crews.

3. The provisions of this Agreement will not apply to coupling of air hose:

- (a) Between engine and first car.
- (b) Between caboose and rear car.
- (c) Between engine and caboose, where caboose is handled light.

- (d) At point of coupling when cars with air hoses previously coupled together are on more than one track and necessary to double over.
- (e) Recoupling of train after set out by road or yard crew.
- (f) Recoupling of train after pick up by road or *yard* crew.
- (g) Recoupling of train after set out of bad order car(s).

4. No allowance is to be made for performing car to car air test or set and release air test on crews' own train.

5. Through freight or local crews who convert to road switcher rate are subject to Section 1 hereof, not Section 2.

6. Only one (1) payment shall be made during each trip or tour of duty.

NOTE: If a crew commences a new day for pay purposes, it shall be considered a new trip or tour of duty.

ARTICLE 22

CALLED AND NOT USED

(a) When employees are called and for any reason, not of their own act or fault, are not used on the train for which called, they will be allowed straight time for the time so held. The minimum allowance under this Section shall be one (1) hour but payments under initial terminal delay rules shall be credited against this one (1) hour payment. The foregoing does not apply when employees are required to exchange trains in order to avoid runarounds.

(b) When employees are called and report for duty; and after performing work in connection with their train, such as receiving train orders and/or checking train, and are then released, they will be allowed the mileage called for by their assignment, with a minimum of 150 miles if called for passenger service and a minimum of 100 miles if called for other classes of road service, and will remain first out. where payment is made tinder this rule no payment will be made under initial terminal delay rules.

ARTICLE 23, 24 & 25

ARTICLE 23

INEXPERIENCED BRAKEMEN

Conductors will not be required to take out inexperienced employes when acceptable experienced trainmen can be secured.

ARTICLE 24

PART OF CREW USED IN OTHER SERVICE

Where fractional part of freight crew is called to perform other service, if turn is tied up, balance of crew is to be paid for actual time lost, unless assigned to other service. That part of crew not used is entitled to same compensation as earned by other members of crew.

ARTICLE 25

INCREASING AND REDUCING FORCE

(a) When it is necessary to increase or decrease the number of assigned conductors, in any assignment, the increase or decrease will be requested by the Local Committee of Adjustment, in writing, to the Superintendent or his representative. Upon receipt of the request the increase or decrease will be made immediately, it being understood that such increases or decreases will be made on a minimum of 6,000 miles in Passenger Service and 4,000 miles in Freight Service.

(b) It is the intent of the Company that crews shall make an average of 3,500 miles per month, it being understood that in times of good business crews may be allowed to make miles in excess of 3,500 miles.

(c) In the regulation of chain gang pool turns and extra brakemen boards, necessary increases or decreases will be made in line with written requests from the Local Committee of Adjustment representing brakemen in road service. Such requests are to be made in writing to the Superintendent or his representative. Adjustments will be made as promptly as consistent to do so, providing they are in line with the agreed to mileage regulation between the General Committee and the Carrier.

ARTICLE 25 (c)(Cont.)

To comply with the foregoing, all increases and decreases will be made in conformity with Article 17, other paragraphs of this Article 25, and the dual seniority agreement.

Reductions of pool crews are to be made in line with Article 17. In reducing extra boards the junior extra brakemen on the board will be first reduced, and so on, in turn according to their seniority.

It is understood that nothing in this rule shall prevent the superintendent from increasing forces to take care of anticipated service needs.

(d) If an individual lodge desires to establish a system whereby the regular and extra brakemen will register their miles in a book provided, that the General Chairman in conjunction with the local lodge will establish a rule concurred in by the General and Local Santa Fe Officials that the Company Officials agree that the employees be subject to discipline if they fail to register the correct mileage or violate the instructions.

It is agreed that at terminals where the above rule is into effect the Carrier is relieved of furnishing statement of mileage. The Carrier will not police the registration of mileage, but when a failure to properly register mileage is called to their attention they will handle with employe involved for correction.

(e) Where necessary to reduce the number of brakemen on any extra board, the employes on the board to be reduced will be cut off and furnished information as to junior brakemen who are assigned to other extra boards on the seniority districts, assigned to outlying job on the seniority districts, and it will then be necessary for the employes cut off to exercise their seniority over any employes their junior or forfeit their seniority.

Extra employes who are filling vacancies of regular employes tying up at outside points are to be considered the same as being on the extra board and when they are cut off the first out extra employes to be deadheaded to relieve him.

Nothing herein prevents a brakeman cut off of extra board from exercising his seniority in line with provisions of dual seniority embodied in Article 16.

ARTICLE 25 (f)(Cont.)

(f) Brakemen cut off in force reduction will be returned to service, and, if physically qualified upon return to service, will continue to retain the seniority date he held when cut off.

(g) Brakemen cut off in force reduction and who desire to be given consideration when force is increased must, while cut off, keep the employing officer advised of their whereabouts and present themselves as soon as possible, but not in excess of fifteen days from date notified of an increase in force. Brakemen failing to comply with the foregoing forfeit all right to retention of seniority date as covered in paragraph (d) and (e) of this article. If a brakeman is sick and cannot respond to the call, his seniority date will be protected providing he can furnish sufficient proof of his illness.

(h) Brakemen cut off because of force reduction and returned to the service within a period of six months from date cut off will not be required to take a physical examination, unless he has been in the service of another rail carrier.

(i) When extra board is depleted and a brakeman is needed for an emergency trip the senior laid off brakeman available will be used. If laid off brakeman is not available, yardman will be used.

Except as provided in Dual Seniority Agreement, yardmen shall have no rights in road service. When road forces are exhausted and yardmen are used as brakemen in road service, they will be paid under road service rules at yard rates.

When used as conductor the same formula using foremen S rates will apply.

Subsequent wage increases will be applied.

(j) When a brakeman is out of service because of a reduction in force and there is a shortage of employees on another seniority district, such brakeman may be given temporary employment thereon and will retain his seniority on his home district up to the time he may either be called back, or is cut off because of reduction of force on the district to which temporarily transferred. If he is called back to his home district he may return, or may elect (by notifying the trainmaster in writing) to remain on the district to which temporarily transferred. If cut off on the district to which temporarily transferred because of reduction of force he may elect to retain seniority on that district, in which case he must notify the trainmaster in writing, at time reduction

is made, and will thereafter cease to hold seniority on his former seniority district. Failing to file such written notice with the train-master it will be assumed that he elects to retain his seniority on his home district. In either of the above cases he will hold seniority date as of his first trip in last continuous service.

(k) In connection with reduction in forces where two or more extra boards are maintained in the same seniority district, the following will govern:

Where there is a reduction of force at one terminal, the junior employes on the extra board who are to be cut off the extra board will be given written advice to that effect and in the same notice will be furnished the names of junior employes who are holding regular assignment or working on other extra boards within the same seniority district.

The number of senior employes required to displace such junior employes will be required to exercise displacement rights within the time limit prescribed in the schedule or forfeit their seniority, except when granted leave of absence, in which event, must make displacement within time limit prescribed from time of reporting.

In the event the brakeman who is transferring to the opposing extra board is not qualified to mark up on that extra board due to it being necessary that he pass a foreign line book of rules examination, etc., he will only be required to make his intentions known and given time to qualify before making actual displacement. He will, however, be granted only an additional five days in addition to his displacing time in which to pass any foreign line book of rules examination.

The balance of those cut off will not be required to displace or report to the other extra boards but they will not be prevented from exercising a displacement right on junior employes and working until the senior employes that are required to do so report or are available to take over their new assignments. In the event one or more of the senior employes who are required to exercise a displacement right fail to do so and forfeit their seniority, the next senior employe or employee of those cut off will be recalled to service for the vacancy.

Under the above, the junior employes who are holding the outlying assignments or are working on the extra board at the opposing terminal will not be considered as cut off in force reduction until they are physically displaced by the employes who displace them. This will not, however, apply where an extra employe is protecting an outlying assignment and is himself cut off or is displaced by a senior employe displacing him from the extra board, but instead, he will be relieved therefrom by the proper extra employe from the extra board protecting the work.

ARTICLE 25 (l)(Cont.)

(1) Notwithstanding the provisions of paragraph (i), a brakeman cut off at one terminal where extra board is maintained and who cannot work at that point but has sufficient seniority to work at some other terminal will be allowed to take a stay-at-home leave if, in the opinion of the Superintendent or his representative, the requirements of the service will permit, with the understanding that he will be permitted to accept outside employment during that period.

It is understood that he must return to active service within 48 hours of notice from the Carrier that his services are required.

It is agreed that when an individual is recalled from stay-at-home leave, he will be permitted to displace any junior employe, at any of the terminals where he holds seniority rights under the rules agreement.

(m) When brakeman's extra board is depleted and a brakeman is needed employe should be called as required by Paragraph (i) of this Article even though a brakeman is available but held off board in line with provisions of Article 10(i).

(n) At points where the yard local chairman so requests, a local agreement may be made providing for use of yardman when they are needed in line with paragraph (i) of this Article.

*(o) When there is need for augmenting the boards at Winslow, Gallup and/or Albuquerque by transferring brakemen from other boards, the following will govern:

*(o)(1) Brakemen who have in written request to transfer to the board which is increased will be permitted to do so, seniority permitting, and such deadheads will be at no expense to the Carrier.

*(o) (2) If no brakemen have made written request to transfer to the board being augmented and the additional brakemen are secured by reducing one board and forcing the junior employe to the board that is being increased, deadhead will be paid only for the trip to the board being augmented.

*Such brakemen will be permitted to exercise displacement under paragraph (e) of Article 17 at the point to which transferred, and in the event they so desire, will be permitted to transfer to another terminal of their choice prior to any brakemen their junior being placed on the board at that point, provided they have a written request to transfer filed with the crew clerk at the terminal to which they desire to be transferred prior to the time the extra board is increased at that point.

It was agreed that when it is necessary to transfer brakemen from one board to another at any of these points, either under paragraph (o) with respect to augmenting the boards, or under this Article as a result of mileage regulations, the senior employes would be permitted to transfer regardless of the assignment they held at the time the move was necessary, provided they had submitted the proper request to transfer to the board that is being augmented or increased prior to the time the increase is made,

* (o)(3) If brakemen first out on one board are sent to another board to temporarily augment that board, deadhead will be paid in each direction, and during the time working on that board, will be paid held time under Article 43, while at that terminal.

NOTE: It is agreed that paragraph (o) has no application when brakemen's extra board is increased or decreased under mileage regulation rules, schedule rules, and applicable interpretations thereof,

ARTICLE 26

MAKING UP AND PUTTING AWAY TRAINS

At terminals where there are yard engines located, train service employes shall not be required to make up or put away trains, coaches, or cabooses during time yard crews are on duty, except in emergency cases, such as congestion, etc.

ARTICLE 27

DEADHEADING

(a) Freight crews deadheading from terminal to terminal at the instance of the Company will be allowed actual miles deadheaded with a minimum of 100 miles at basic daily rate applicable to through freight crews or district on which deadheaded. If working crew is paid for overtime, or initial terminal delay, deadhead crew will also qualify, but time for deadhead crew will cease when they arrive at their designated tie-up point at the terminal.

Freight crews deadheading from terminal to terminal at the instance of the Company on a passenger train will be allowed actual miles dead-headed, with a minimum of 100 miles at basic rate applicable to through freight crews on district on which deadheaded.

ARTICLE 27 (a)(Cont.)

When deadheaded to or from tie-up point of outside assignment at the instance of the Company, employes will be allowed actual miles with a minimum of 50 miles at the rate of service requiring deadhead.

An employe deadheading under the provisions of this Article on a bus, stage, private automobile or on similar means of transportation or a combination of any two or more of these, will be considered as dead-heading on a train and will be allowed the same mileage between points deadheaded that would have accrued had the deadheading been performed by a train via the shortest available route.

NOTE 1: In deadheading crews out of away from home terminal, preference will be given to movement by passenger trains or bus when reasonably available.
(From Mediation Agreement A-6541 Appendix "E")

NOTE 2: When an employe deadheads by private automobile of his own volition, the Company will not be held liable in the event of personal injury or accident while so deadheading.

When extra employes are deadheaded under pay from terminals of source of supply to outlying assignments to fill vacancies, the following will govern.

At Los Angeles (excluding vacancies at Oceanside and San Diego), San Bernardino (excluding vacancies at Victorville), Richmond, and Glendale vacancies filled from Mobest, the designated time for the call will be three hours in advance of the on-duty time of the vacancy to be filled. When transportation by rail is not available on which to dead-head on basis of above call, or the Carrier does not choose to provide transportation, employes will be so notified at time of call and will be permitted to deadhead by bus or utilize other transportation and for either method of transportation used will be reimbursed on basis of the same rate per mile generally allowed other employes, presently seventeen (17) cents with a minimum of \$3.40 and a maximum of \$17.00

At all other terminals and for vacancies at Oceanside, San Diego and Victorville, and excluding vacancies at Glendale filled from Mobest, the call to deadhead will be made on last train, either freight or passenger, that will arrive at the outlying point before the on-duty time of the vacancy to be filled, and if no rail transportation, on the last bus that will arrive at the outlying point before the on-duty time of the assignment.

ARTICLE 27 (a)(Cont.)

If the train or bus on which called to deadhead will not arrive at the outlying point within three hours of the on-duty time of the assignment, employe will be permitted to utilize other transportation and will be reimbursed on the basis of the same rate per mile generally allowed other employes, presently seventeen (17) cents with a minimum of \$3.40 and a maximum of \$17.00. If deadheaded by bus, reimbursement will be on the basis of the bus fare.

At the conclusion of the vacancy for which deadheaded, if deadhead payment under schedule rules is due, employe will be deadheaded to the terminal on the first rail or bus transportation available. If no rail or bus transportation is available within two hours after relieved from assignment, employe may utilize other transportation to the home terminal, for which he will be reimbursed on the basis of the same rate per mile generally allowed other employes, presently seventeen (17) cents with a minimum of \$3.40 and a maximum of \$17.00. If deadheaded by bus, reimbursement will be on the basis of bus fare.

If employe utilizes transportation other than rail or bus for outbound deadhead as permitted under provisions of this agreement, he will be permitted to utilize the same transportation for return to the terminal.

Mileage allowances under this agreement will be computed on basis of rail mileage via the shortest available route.

(b) Freight crews deadheading from terminals to an intermediate point, except when released at recognized cut-out points, to pick up a train, or have given up a train at intermediate point and deadheading to terminal, will not be paid under deadhead rule but trip will be considered continuous; in which event first crew out will run train and second crew will deadhead.

Where crew is to be deadheaded to a recognized cut-out point to be released, last crew out will be deadheaded the same as if to be cut out at any other intermediate point, but if released at cut-out point will be paid under paragraph (a) of this Article for deadhead trip. Where crew or crews are to deadhead to the terminal of run the first crew out will deadhead and last crew out will run the train.

If the last crew out is not fully rested and the first crew out is used to run the train, with the last crew out deadheading, and the trip is completed within the time the last crew out had to work, the last crew out will be paid a runaround.

ARTICLE 27 (b)(Cont.)

Where one or more crews are to deadhead to terminal of run and one to deadhead for service at intermediate point, last crew out will deadhead to intermediate point and first crew or crews out will deadhead to terminal of run.

EXAMPLE 1: Crews standing at Mobest "A", "B" and "C". One crew to run train, one to deadhead to Wickenburg and one to deadhead to Ash Fork. "C" will deadhead to Wickenburg, and will be paid under paragraph (a). "B" will run train and "A" will deadhead to Ash Fork.

EXAMPLE 2: Crews stand A and B. It is desired to run A to distant terminal and cut B out at intermediate point. B's caboose to be handled by A to intermediate point, A departing at 9:00 a.m. and B deadheading later on passenger. Time of B will commence at time of actual departure deadheading on passenger train.

EXAMPLE 3: Crews stand A, B, and C. It is desired to deadhead two cabooses and run one train. Freight train to leave at 4:00 p.m. with the two deadhead cabooses, the two crews to deadhead on passenger, departing at 8:00 a.m. If crew C has time enough under the hours of service to handle train, A and B will deadhead and C will run the train. At next terminal crews will stand A, B, and C.

EXAMPLE 4: On the other hand, if freight train is to depart at 8:00 a.m. and the two crews to deadhead are to leave at 10200 a.m., crews A and B will deadhead, letting C depart ahead of A and B, but at next terminal crews will stand as per arrival of caboose, i.e., A, B and C.

NOTE: It will be understood that if crew A deadheads into terminal with crew B and crew B is delayed in the terminal before tie-up so that crew C arrives and ties up ahead of B the crews should be given their turn out in the order of A, C, and B, that is, the deadhead crew will stand out ahead of crew C.

*When a vacancy exists on a pool crew on which an extra employe is called to deadhead to the away-from-home terminal to fill a vacancy on an outlying assignment, the first out extra employe will be called to fill the vacancy on the pool crew and the second out employe to deadhead to fill the outlying assignment. (*Agreement 8-12-76*)

When more than one crew is needed for service at intermediate points between terminals on turnaround basis, the first-out deadhead crew is to be cut-out or run to the point closest to the initial terminal; crew second out at the next point, and crew third out at the farthest point.

(c) Crew, or crews, picked up en route shall stand first-out at terminal, with reference to crew picking them up or crews deadheading in train.

(d) Crews deadheading on their rest will occupy same relative position at arriving terminal that they held out of terminal deadheaded from.

(e) Regular crews deadheaded, on their rest, with a made-up crew will stand first-out with respect to the made-up crew on arrival at terminal.

(f) When a crew that is ordered to deadhead out of the away-from-home terminal is called after pay begins under Article 43 of this Agreement, pay under that Article ceases at time the crew deadheading actually departs from the point from which deadheaded.

(g) When an employe is held off regularly assigned chain gang turn for any reason, or is on leave of absence, and assigned turn is temporarily held out on the line, the extra employe may be displaced by the assigned employe after two days from time reporting for assigned turn. An employe exercising his rights either as a result of bidding in run or making permanent displacement will be permitted to go to run under provisions of this rule. Neither regular nor extra employe will be paid for deadheading under such circumstances.

(h) Employes taken from extra board for unassigned passenger service will receive through freight rates for deadhead movements in connection therewith.

(i) Regular freight crews used in passenger service will, upon completion of trip if returned deadhead, be considered as in freight service on return trip and be paid therefor at freight deadheading rates.

(j) Except as provided for in paragraphs (h) and (i) employes deadheading in connection with passenger service will be paid as though in actual service.

ARTICLES 28 & 29

ARTICLE 28

DOUBLING HILLS AND RUNNING FOR WATER
AND FUEL

(a) Actual miles will be allowed for doubling hills or cutting off engines between stations to run for fuel, water or other cause. A crew uncoupling an engine and pushing another train over a hill will be paid for a double; the crew pushed will not be paid for a double. No overtime, unless 100 miles, or 8 hours are exceeded.

(b) When a crew is required to make an emergency side or lap-back trip between their terminals within the scope of Supplement 25, miles made will be added to the mileage of the regular trip and paid for on continuous basis.

(c) Short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another intermediate point and return, on account of engine failure, running for fuel or water, running for wreck car or carmen, or on account of a derailment, when such conditions arise in connection with their own train, will be paid continuous time or mileage.

ARTICLE 29

CALLING AND REPORTING FOR DUTY

(a) In all classes of service, other than passenger, employes' time will commence at the time they are required to report for duty and will continue until the time they are relieved from duty. Time of the crew as a unit to continue until the conductor registers off duty on the hours of service register except that the time consumed by the head brakeman in delivering engine to roundhouse or designated track and reaching the hours of service register will be added to the hours of his trip.

(b) (1) When freight employes are called they will be called about one hour before time set to report for duty. Passenger employes when called shall be called about one and one-half hours before time set to depart.

The district within which employes will be called will be established by agreement between Superintendent and Local Committees. Employes are expected to give location of their residence to trainmaster; caller will expect to find them there or receive information there where they may be called.

Phoenix-Mobest:

* (b) (2) When freight trainmen are called, they will be called about one and one-half hours before time set to report for duty. Passenger trainmen when called shall be called about one and one-half hours before time set to depart.

Trainmen making displacements or marking up on assignments must do so at least one and one-half hours prior to time assignment is called on duty. If displacement or mark up is made in less than one and one-half hours prior to on duty time, they will not be used on that trip.

(a) Where employes request, they shall be called by telephone upon registering telephone number in regular address book. If necessary to send messenger outside of calling limits, on account of failure of telephone line, employes shall pay for the messenger service.

ARTICLE 30

ATTENDING COURT

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

(a) (1) Employes in established pool service or on assigned runs will receive what they would have earned had they remained on their assignment; and, if held on layover days, will receive a minimum day's pay for each day so held.

(a) (2) Employes assigned to, or holding positions on, the Conductors' or Trainmen's Extra Boards will be allowed the earnings of the employe filling the vacancy that they would have filled, had they been permitted to remain on the Extra Board, with a minimum allowance of one (1) basic day for each day so held.

(a) (3) If an extra or emergency employe is called for such service while holding a vacancy of regularly assigned employe, he will be entitled to what he would have earned on the assigned run for such time as he is eligible to hold such run. In case the extra or emergency employe is displaced from the regular assignment while he is gtil on Company business, he would be entitled to the earnings of his regular assignment.

ARTICLES 30 (b), 31 & 32

JURY DUTY

(#) (b) When an employe is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

(1) An employe must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed,

(2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(3) No jury duty pay will be allowed for any day as to which the employe is entitled to vacation or holiday pay.

(Paragraph identified by (#) was taken from National Agreement dated August 25, 1978)

ARTICLE 31

BRAKEMAN'S SEAT ON ENGINE

A seat will be provided somewhere on engines for the forward brake-man, where he will be protected from the elements.

ARTICLE 32

COMBINATION SERVICE

Road employes performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip, except as provided in Article 6.

Road employes employed in any class of road service may be required to perform two or more classes of road service in a day or trip subject to the following terms and conditions:

A. Payment:

1. Except as qualified by A-2 below, payment for the entire service shall be made at the highest rate applicable to any class of service performed, the overtime basis for the rate paid to apply for the entire trip. Not less than a minimum day will be paid for the combined service.
2. Road employee in through freight and passenger service only shall receive full payment for the regular day or trip based on miles or hours applicable to the regular day or trip plus extra compensation on a minute basis for all additional time required in the other class of road service.

The rate paid both for the regular trip and for the additional time shall be the highest rate applicable to any class of service performed during the entire day or trip.

Overtime rate shall apply to the extra compensation only to the extent that the additional service results in overtime for the entire day or trip or adds to overtime otherwise payable for hours required for the regular trip.

EXAMPLES FOR THE APPLICATION OF THIS PARAGRAPH A-2 ARE:

(a) An employe in through freight service on a run of 100 miles is on duty a spread of S hours, including 2 hours of another class of road service -- Employe will be paid 100 miles or S hours at pro rata rate for the trip plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(b) An employe in through freight service on a run of 100 miles is on duty a spread of 9.hours, including 2 hours of another class of road service -- Employe will be paid 100 miles or S hours at pro rata rate for the trip plus 1 hour at pro rata rate and 1 hour at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(c) An employe in through freight service on a run of 100 miles is on duty a spread of 10 hours, including 2 hours of another class of road service -- Employe will be paid 100 miles or S hours at pro rata rate for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

ARTICLE 32

(d) An employe in through freight service on a run of 100 miles is on duty a spread of 12 hours, including 2 hours of another class of road service -- Employe will be paid 100 miles or 8 hours at pro rata rate plus 2 hours at time and one-half for the trip plus two hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(e) An employe in through freight service on a run of 150 miles is on duty a spread of 10 hours, including 2 hours of another class of road service -- Employe will be paid 150 miles or 12 hours at pro rata rate for the trip, plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

B. This Rule Applies To:

1. Unassigned and/or assigned road service.
2. Another class of road service regardless of when notified, whether at time called, at the outset of, or during the tour of duty.
3. Passenger service, except that helper or pusher service not a part of the regular passenger assignment, or wreck or work train service, should not be required except in emergencies.

C. This Rule Does Not Involve The Combining Of Road With Yard Service Nor Modify Or Set Aside:

1. Lapback or side trip rules except when a combination of service includes work, wreck, helper or pusher service and such movements are made in the performance of work, wreck, helper or pusher service.
2. Conversion rules.
3. Terminal switching and/or special terminal allowance rules.

It is further agreed that Trainmen working as Train-Baggage men will not be considered a member of the crew of the train on which employed where payment of a crew as a unit is required under this rule.

ARTICLE 33

EATING RULE

Crews on freight trains will be allowed opportunity to eat after having been on duty a reasonable length of time, or when it is known that they would be on duty for an unreasonable length of time before arriving at another convenient eating point. In such cases it will be expected that information will be given dispatcher as far in advance as possible so that stopping for meals will not unnecessarily interfere with, or delay other trains, and, in such instances meals will be taken by crew as a unit as expeditiously and promptly as practicable, it being the desire to avoid all unnecessary delay to trains.

This rule not applicable to a crew performing work under the switching rule (Appendix "A") at final terminal, unless the crew has been on duty five (5) hours since procuring a meal and the switching to be performed will consume one hour or more, in which event, time eating at terminals under this rule to be computed as part of the switching time.

At points where passenger trains stop for meals within yard limits crew will be permitted to eat, provided the time consumed will not be the cause of delay to movement of train. This will not relieve the flagman from protecting his train in the event a following first class train is due to arrive.

In so far as possible, crews will be notified in advance of any work to be done in sufficient time so that they may make arrangements to eat, thereby giving the crew an opportunity to inform the Dispatcher of their desire to eat as required in the first paragraph of this Article.

ARTICLE 34

HANDLING - EQUIPPING CABOOSES

(a) The practice of calling extra crews to equip cabooses or baggage cars will be discontinued. Cabooses or baggage cars will not be equipped by train crews. Conductors will report what material used on trip or trips while in his charge. Conductors to be supplied with list of supplies placed in cars.

When crews are required to transfer caboose or baggage cars, they will be called and allowed two (2) hours or twenty-five (25) miles.

ARTICLE 34 (a)(Cont.)

Yard crews will not switch trains with cabooses attached.

POOLED CABOOSES

(b) (1) Cabooses will be pooled in irregular and unassigned pool freight service and assigned straightaway freight and local service between Mobest and Parker, Mobest and Ash Fork.

(b) (2) Use of assigned cabooses, or similar equipment such as combination car, will be continued for use of trainmen in service not covered by paragraph (1) of this agreement where such equipment is now provided.

(b) (3) Pooled cabooses will be kept supplied with necessary caboose supplies and equipment, including stationery, water, sanitary drinking cups, ice, and fuel and such other equipment and supplies as may be required for service. They will be kept in a sanitary condition, including the scrubbing of floors and washing of windows. Markers and lamps will be filled and cleaned at terminals when necessary. Drinking water will be changed and ice furnished at terminals where cabooses are maintained and will be replenished at each terminal en route, if required.

The furnishing of the foregoing supplies and cleaning will be performed by other than road crews and road crews will not be held responsible for leaving terminal without a full quota of supplies. Road crews will keep caboose in a clean condition between terminals.

(b) (4) Suitable lockers of adequate dimensions, toilet and washroom facilities will be provided at home and away-from-home terminals (except at Prescott which is covered by a separate understanding). Employees in pool freight turnaround service will be furnished a caboose during layover at cut-out points, except at Ash Fork.

(b) (5) (See Article 15)

Pool crews operating into and out of Aguila during layover period will be provided sleeping facilities comparable to those presently maintained for assigned crews tying up at that point.

(b) (6) Except at Aguila, when road employees using pooled cabooses are tied up between recognized terminals where sleeping and eating facilities are available, they will be reimbursed for lodging expenses that may accrue, with a maximum of \$3.00 for each lodging period, which must be supported by a receipt.

NOTE: Where no facilities are available at the point of tie-up, Carrier will make a reasonable effort to transport the employees to a point where they can secure meals and lodging, if necessary.

(7) Employees whose cabooses are pooled under this agreement will be paid an arbitrary allowance of 3.33 (conductors) and 3.38 (brakemen) cents for each road mile actually run or deadheaded in each direction, with a minimum allowance of \$3.33 (conductors) and \$3.38 (brakemen) for each continuous trip. The above arbitrary will be subject to increases or decreases where the basic rates are adjusted but will in no event be reduced below 1 cent per mile and \$1.00 minimum.

NOTE: The above rates are those now in effect on other portions of the Coast Lines.

(8) Any of the provisions of rules presently in effect in agreement dated July 23, 1956 in conflict with the above are eliminated or amended to conform with this agreement.

ARTICLE 35

PILOTS

When necessary to handle foreign trains over the road, pilots will be used, pilots to receive conductor's through freight pay for such service, when available conductors or competent brakemen will be used, preference to be given to extra conductors.

An employe cannot claim promotion on account of piloting or emergency running.

(a) Extra freight conductors will be used as pilots on foreign line freight trains operated by foreign line conductors and will be compensated for such serving at through freight conductors rates and under through freight rules.

(b) Extra passenger conductors will be used as pilots on foreign line passenger trains operated by foreign line conductors. Conductors 80 used will operate over passenger districts and will be compensated at through freight rates on the following basis:

ARTICLES 35 & 36

The freight rate will apply for the miles run with a minimum of 150 miles. For terminal time payments, the time to be paid for will be determined by regulations applicable to passenger service but paid at rate of one-eighth (1/8th) the amount for 150 miles at freight rates. Overtime payments will be arrived at on basis of 150 miles being equivalent to twelve (12) hours and paid for at the rate of one-eighth (1/8th) the amount of 150 miles at freight rates. The time and one-half regulation of freight service for overtime will not apply.

(c) (1) When an engine or two or more engines coupled together are run light over the entire Main line portion of a freight district, the engine or engines will be accompanied by one conductor pilot who will be paid the conductor's through freight rate of pay.

(c) (2) Engines working in helper service will not be accompanied by a conductor pilot, but when a train is doubleheaded out of a freight terminal and after departure from the freight terminal one of the locomotives is cut off and operated light over the remainder of the freight district, it will be accompanied by a conductor.

(c) (3) If an engine (or engines) run light over the entire Main Line portion of a freight district under the conditions set forth in Paragraphs (1) and (2) is not accompanied by a conductor, the conductor who would have been used as a pilot will be paid the compensation he would have received for pilot service, unless there were unforeseen emergency conditions.

ARTICLE 36

LANTERNS, BATTERIES AND BULBS

(a) (1) Employees will be furnished electric hand lantern by the Company upon depositing with the Company the actual cost thereof.

(a) (2) Deposits for lanterns secured from the Company may be made by employees by depositing cash therefor or by signing a deduction order for the amount to be deducted from their pay checks on the current payroll.

(a) (3) When an employee leaves the service, either voluntarily, by discharge, or by death, or those retaining employee relationship but not in active service, the lantern may be returned to the Company, whereupon the amount of deposit made when the lantern was issued, shall be refunded to him or his estate or heirs.

(a) (4) Replacement of lanterns will be made by the Company without cost to the employe under the following conditions:

- A. When worn out or damaged in the performance of railroad service upon return of the lantern issued by the Company.
- B. When stolen while employe is on duty without neglect on part of employe.
- C. When destroyed in the performance of duty.

(a) (5) Employes will not be compelled to purchase lantern from the Company, but may purchase it from other sources of their own choice, provided, however, that any lantern so purchased must conform with the standard prescribed by the Company.

(a) (6) The electric lantern, bulbs, and batteries must be of a standard prescribed by the Company, and the lantern must be equipped with not less than two white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.

(a) (7) Each employe must provide himself with an electric white lantern, meeting the specifications set out in paragraph 6.

(a) (8) The Company will maintain at convenient locations a supply of batteries and bulbs to be drawn by employes as needed to replace those worn out or broken without cost to the employes.

ARTICLE 37

SERVICE LETTERS

When employes leave the service of the Company of their own accord, they shall not be reinstated. When employes leave the service of the Company they shall be given letters stating time of their service, in what capacity employed, and cause for leaving service, except when such letters would subject the Company to legal prosecution. Said letters are to be given at time of leaving the service and shall be signed and stamped by the division superintendent.

ARTICLES 38 & 39

ARTICLE 38

CREW CONSIST

In all classes of road service a crew shall comprise not less than one conductor and two brakemen and except further that in passenger service crew shall comprise of one conductor and only one brakeman where a train consists of not to exceed five (5) cars.

Nothing herein contained shall be construed as requiring the employment of brakemen in any class of service where they are not now required under present agreements or practices.

A conductor will be employed in all classes of road train service, except that nothing herein shall be construed or interpreted so as to change or modify the provisions of Article III (Self-Propelled Machines) of the June 25, 1964 Agreement. (*Agreement of December 23, 1968*)

ARTICLE 39

VACATIONS

(Synthesis of Operating Vacation Agreement)

The following represents a synthesis in one document for the convenience of the parties, of the National Vacation Agreement of April 29, 1949, between certain carriers represented by the National Carriers' Conference Committee and their employes represented by the United Transportation Union (formerly the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America), and the several amendments made thereto in various national agreements up to August 25, 1978:*

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any vacation provision, the terms of the appropriate vacation agreement shall govern.

ARTICLE 39(a)

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.)

(a) 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

ARTICLE 39 (c)

of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said nine or more years of continuous service renders service of not less than fourteen hundred forty (1440) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

(d) Effective January 1, 1919, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eighteen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eighteen or more years of continuous service renders service of not less than twenty-eight hundred eighty (2880) basic days in miles or hours paid for as provided 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.)

(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

ARTICLE 39 (e)(Cont.)

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 39 (h)(Cont.)

Where an employe is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), fourteen hundred forty (1440) basic days under Section 1(c), twenty-eight hundred eighty (2880) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1(e).

(i) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employe on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employe's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(j) In instances where employes who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employes in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) In instances where an employe who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

(l) In instances where an employe who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify

for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1(a), (b), (a), (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.

ARTICLE 39 (2) Section 4

COMBINATION OF YARD AND ROAD SERVICE

(2) An employe having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employe under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1[i]) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employe is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employe is working in yard service such pay for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

NOTE: Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service,

Section 3 - Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4 - Time off on account of vacation will not be considered as time off account employe's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5 - The absence of an employe on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

Section 6 - Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employe in his seniority order in the class of service in which engaged when granting vacations, Representatives of the carriers and of the employes will cooperate in arranging vacation periods, administering vacations and releasing employes when requirements of the service will permit. It is understood and agreed that vacationing employes will be paid their vacation allowances by the carriers as soon as possible *after* the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employe will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

Section 7(a) - Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employe at end of his vacation period, the number of vacation days at the request of the employe may be reduced in one year and adjusted in the next year.

Section 7(b) - After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

Section 8 - The vacation provided for in this Agreement shall be considered to have been earned when the employe has qualified under Section 1 hereof. If an employe's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall¹ 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

ARTICLE 39 Section 8 (cont.)

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 'nay arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employes, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

(See Appendix "H")

(The vacation Agreement rules as shown above incorporate current provisions of the 1949 National Vacation Agreement and Amendments provided in the National Agreements of December 16, 1953, November 30, 1960, November 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 39 (cont.)

3. An employe in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1 3/4 basic days.
4. An employe in yard service working 12 hours will be credited with 1 1/2 basic days.
5. An employe in freight service, run-around and paid 50 miles for same, will be credited with 1/2 basic day.
6. An employe in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.
7. An employe in freight service, paid no overtime or other allowances, working as follows:

1st trip	.....	150	miles
2nd trip	.....	140	miles
3rd trip	.....	120	miles
4th trip	.....	150	miles
5th trip	.....	<u>140</u>	<u>miles</u>
Total	.....	700	miles

will be credited with seven basic days.

8. An employe in freight service makes trip of 80 miles in 5 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.
9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.
10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1 1/8 basic days.

13. An employe in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.
14. An employe is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.
15. An employe is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

(Signatures not reproduced)

INTERPRETATION OF CONTINUOUS
SERVICE PROVISIONS OF
SECTION 1 OF VACATION AGREEMENT

In granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employe transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employe's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations and on file with the carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their terms and conditions for the year 1955.

Signed at Chicago, Illinois, this 18th day of January, 1956.

(Signatures not reproduced)

SPLIT VACATION

(1) Employes working out of a designated terminal where extra boards are maintained, who are entitled to three weeks' vacation, may request and will be assigned one period consisting of one week and one period consisting of two weeks.

ARTICLE 39 (cont.)

(2) Employees 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) Employees desiring to split their vacations into two periods must make application therefor during the designated interval when applications are being accepted, prior to the compiling of the vacation schedule. No change in such application may be made following the close of this application period.

When two periods are requested, only one of such periods will be assigned during the months of May, June, July and August.

(4) In the event an employee 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) Employees entitled to three or four weeks' vacation and requesting only one period for their entire vacation, at any time prior to the assigned starting time of their vacation period, providing they are 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 employees 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 employee'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 employee 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 employee laying off under paragraph (5) and having the lay-off charged against his vacation must do so in writing prior to the time he lays off.

(9) Chain gang, extra or regular assigned employees, entitled to three or four week vacation periods, who request and are assigned a split vacation under paragraphs (1) and (2), or take a portion of their vacation in advance of the assigned vacation period under paragraph (5), will only be permitted to mark up at 12:01 p.m. on the last day of the last portion of the split vacation period. Employees must be off full calendar days of the first portion of vacation.

ARTICLE 40

PHYSICAL EXAMINATIONS

In the event an employe of a class included in the scope of this Agreement, who is found to be disqualified as a result of a reexamination conducted under the Company's rules governing physical examinations including eyesight, color sense and hearing, feels that his physical condition does not justify removal from the service or restriction of his rights to service, such employe, upon request in writing by himself or his representative within 30 days following receipt of notice of disqualification, will be given further re-examination as follows:

1. If disqualified because of physical disabilities:

(a) The employe will be jointly re-examined by a physician designated by the Company and a physician of the employe's own choice who shall both be graduates of a Class (A) medical school of regular medicine. This re-examination will be conducted at the office of the Company's physician, unless otherwise mutually agreed to by the two physicians, If the two physicians agree that the employe is disqualified their decision is final; if they agree the employe is qualified, he will be returned to the service and compensated for loss of earnings, if any, resulting from such restrictions or removal from service incident to his disqualification.

(b) If the two physicians fail to agree, the employe's physician and the railroad's physician will select a third physician who shall be a practitioner of recognized standing in the medical profession and where any special type of case is involved must be a certified specialist in the disease or impairment which resulted in the employe's disqualification. The Board of physicians thus selected will examine the employe and render a report of their findings within a reasonable time, not exceeding 30 days after their selection, setting forth the employe's physical condition and their conclusion as to whether he meets the requirements of the Company's physical examination rules. The 30-day period may be extended through mutual agreement between the General Chairman and the General Manager.

(c) The railroad company and the employes involved will each defray the expense of their respective physicians. The fee of the third member of the board will be borne equally by the employe involved and the railroad company. Other examination expenses, such as X-ray, electrocardiograms, etc., will be borne equally by the employe involved and the railroad company.

ARTICLE 40 (1)(d)

(d) If the majority of the board of physicians conclude that the employe meets the requirements of the company's physical examination rules, he shall be permitted to return to the service from which removed.

(e) If there is any question as to whether there was any justification for restricting the employe S service or removing him from service at the time of his disqualification by the company doctors, the original medical findings which disclose his condition at the time disqualified shall be furnished to the neutral doctor for his consideration and he shall specify whether or not, in his opinion, there was justification for the original disqualification. The opinion of the neutral doctor shall be accepted by both parties in settlement of this particular feature. If it is concluded that the disqualification was improper, the employe will be compensated for loss of earnings, if any, resulting from such restrictions or removal from service incident to his disqualification.

(f) Should the decision of the board of physicians, as referred to in paragraphs (a) and (e), be adverse to the employe and he considers that his physical condition has improved sufficiently to justify considering his return to service, a re-examination will be arranged upon request of the employe, or his representative, but not earlier than ninety (90) days after such decision, nor oftener thereafter than each ninety (90) days.

2. If disqualified because of defects in vision, color sense or hearing:

When an employe upon re-examination fails to meet the required standards on vision, color sense, or hearing, such re-examination may, if requested by the employe or his representative within 15 days be followed by a field test under joint direction of a committee consisting of two representatives of Management and two employes from the ranks of train, engine or yard service, such field tests to be conducted in the following manner.

(a) **FOR VISION AND COLOR PERCEPTION.** The Field Test will be made with flags, lamps and signals used in daily operation of engines and trains, with or without glasses, at various distances but not to exceed two thousand (2000) feet for the correct observation by day and by night of block signals, signal lights, lamps, flags, and fusees under service conditions. Whenever necessary, the test for color perception shall include the varying atmospheric conditions existing with cloudy weather, smoke, rain, fog, mist and snow. The response to each test shall be as prompt as actual service conditions necessitate, and the tests may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.

(b) FOR HEARING. The Field Test shall demonstrate ability to hear ordinary conversations, air whistle signals, torpedoes and other audible signals, under service conditions. The response to each test shall be as prompt as actual service conditions necessitate, and the tests may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.

(c) The Field Tests shall be held as soon as practicable after receipt of request therefor and will be so arranged that the responses are solely those of the individual tested without interference or aid; otherwise, the entire test shall be repeated.

(d) The Joint Committee will carefully record the different distances at which signals are displayed or given; the response made by the individual tested, and the degree of promptitude of responses, and will make a joint report to the Management, advising whether the employe passed a satisfactory test and, if not, agreeing if possible on a recommendation as to the service, if any, to which the individual may be safely assigned.

MEMORANDA OF AGREEMENT, September 7, 1967, and September 10, 1969:

Section 1(a). Except as otherwise provided in this Agreement, an in-service employe withheld from service on instructions of the Carrier for the purpose of undergoing a medical evaluation, shall, unless correctly restricted or disqualified as a result thereof, be paid for all time lost until authorized by the Carrier to resume duty.

(b) If such employe is required to report for medical evaluation at a point other than the home terminal of his assignment or at his point of residence if his normal habits make available a reasonable opportunity for examination at such point, he shall be paid the greater of:

- (1) all time lost, or
- (2) necessary actual miles of travel at the passenger rate,

and he shall be reimbursed for necessary expenses incurred on his account only, until return. Convenient available passenger train service will be used¹ 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.

ARTICLE 40 Section 2

Section 2. An employe who is off duty for a period of thirty (30) or more days on account of a serious medical deficiency which could lead to his restriction or disqualification should give Carrier as much advance notice, in writing, as reasonably possible of date of intended return to service. If he attempts to resume service without at least five days such advance notice, the Carrier, at its discretion, will have five days to accomplish a medical evaluation, during which time no payment will be made for time lost, but he will be paid for necessary actual miles of travel and expenses as outlined in Section 1(b) hereof.

Section 3. When instructed by the Carrier to undergo a medical examination at the home terminal of his assignment or at his point of residence if his normal habits make available a reasonable opportunity for examination at such point, and sufficient time is allotted without loss of time, the employe shall arrange to undergo such examination in that manner.

When instructed by the Carrier to undergo a medical examination at the home terminal of his assignment or at his point of residence the employe must in order to receive pay for all time lost, if any, under this rule permit the Carrier to schedule his examination. After this scheduling of said examination, if an employe is displaced from or bids off his assignment, he must notify the Carrier at least 24 hours in advance of his appointment in order to permit re-scheduling of the examination, to avoid loss of time, if the Carrier desires. (*Agreement of December 5, 1972*)

Section 4. A furloughed employe recalled for service and required to undergo medical evaluation prior to resumption of service is not covered by the provisions of this Agreement.

NOTE: The term "medical evaluation" includes but is not limited to the actual medical examination, laboratory procedures, X-rays and so forth as well as time for final decision after results thereof are known.

ARTICLE 41

BOOK OF RULES REEXAMINATION

For the purpose of establishing a program applicable to employees subject to the rules of the Operating Department and to provide instruction and review classes in connection therewith, effective January 1, 1977:

IT IS AGREED:

- (1) The Carrier will determine the frequency of the program, i.e., annually, biennial, etc.
- (2) The program for each employe shall consist of a total of eight (8) hours.
- (3) The eight hours may be taken in one session or in two four (4) hour sessions. When taken in one day, there will be a break of not less than one hour between the four hour sessions.
- (4) The instruction and review classes shall consist of oral presentation and multiple choice examination.
- (5) Failure to satisfactorily pass the required examination on first attempt will necessitate a second attempt by the employe within a period not to exceed 30 calendar days from date of first failure, exclusive of any period he is on formal leave of absence or vacation. Written notification by the employe of his availability for the required examination within the period specified herein will be considered as having met the time limit requirements of this Section 5.
- (6) An employe who fails to satisfactorily pass the required examination on second attempt will be suspended and will remain suspended from service until he satisfactorily passes the required examination, which attempts will not be more than 60 calendar days from date of last attempt, even if necessary to schedule special class.

NOTE: At the end of each calendar year, if requested by either party, a meeting will be held to review the provisions of Section 6 for the purpose of mutually agreeing to its continuance. Should the parties fail to reach a mutual understanding concerning its continuance, Section 6 will be removed from this Agreement.

ARTICLE 41 (cont.) & ARTICLE 42

- (7) If an employe does not comply with the time limits prescribed in Section 5 hereof, he will be considered as having failed the examination.
- (8) An employe, who earlier in the year, was promoted to engineer, conductor or engine foreman has undergone an examination on the operating rules, as required by other Company rules, will not be subject to this program in the same calendar year. An employe must, however, undergo, and be credited with, satisfactorily passing an examination for each calendar year for which classes are held.
- (9) It will be the employe's responsibility to attend the instruction and review classes from February 1 through May 31st. No regularly scheduled classes will be held during the months of June, July and August. Those employes not attending classes voluntarily on or before May 31st will be instructed by the Carrier commencing September 1st to attend classes at a time designated by the Carrier. Employes will not be required to attend rules classes during their assigned vacation period. Employes required to attend classes at other than their terminal of assignment, which requires deadheading, will be paid the applicable deadhead rate in addition to the allowance provided herein. Then an employe satisfactorily passes the required examination, the employe will be compensated in the amount of \$50.00 subject to subsequent general wage increases. The base of \$50.00 will be frozen for the years 1977, 1978 and 1979.

ARTICLE 42

CONTRACTUAL OBLIGATIONS

- (a) The Company on its part and the UTU on their part agree that they will perform the several duties and stipulations provided for in this Agreement.
- (b) In case a difference of opinion as to the construction of this agreement shall arise between the UTU and Division Officers, a written statement of the question at issue must be submitted by the UTU's committee to the General Officials for their construction.
- (c) No local ruling shall be made on this schedule which conflicts with the provisions of same and any changes therein must be handled as provided in paragraph (b) of this Article.

ARTICLE 43

HELD AWAY FROM HOME TERMINALS

(a) Employees in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th of the daily rate paid them for the last service performed. If held sixteen hours after the expiration of the first twenty-four hour period from the time relieved, they will be paid for the actual time so held during the next succeeding eight hours, or until the end of the second twenty-four hour period, and similarly for each twenty-four hour period thereafter.

(b) Should an employe be called for service or ordered to deadhead after pay begins, held away from home terminal time shall cease at the time pay begins for such service or deadheading.

(c) Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.

(d) For the purpose of applying this rule the Railroad will designate a home terminal for each crew in pool freight and in unassigned service.

ARTICLE 44

RULES UNDER HOURS OF SERVICE

(a) Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time, and not then, until within two (2) hours of the time limit provided by the Federal Law, or state law, if State Law governs.

(b) If road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their service will be paid for under the schedule.

(c) When road crews are tied up between terminals under the law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to the crew, provided the longest period of rest required by any member of the crew, either eight (8) or ten (10) hours, to be the period of rest for the entire crew.

ARTICLE 44 (d)

(d) A continuous trip will cover movement straightaway or turnaround from initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.

(e) Road crews tied up under the law will be paid the time or mileage of their schedules from initial point to tie-up point. When such crews resume duty on a continuous trip they will be paid miles or hours, whichever is the greater, from the tie-up point to the next tie-up point, or to the terminal. It is understood that this article does not permit crews to be run through terminal unless such practice is permitted under their schedule.

(f) Road crews tied up for rest under the law, and then towed or deadheaded into terminal with or without engine or caboose will be paid therefor as per paragraph (e) of this article, the same as if they had run the train to such terminal.

(g) Swing employes are not to be considered as a part of a crew in the sense in which the term "crew" is used in the foregoing, and the hours of service of swing employes are to be considered separately and apart from that of the balance of the crews. On the other hand, if part of a crew aside from swing employe has been in service sufficiently long to permit them to be tied up for the purpose of the law, and the remaining members of the crew have not been in service a sufficient length of time, all members of the crew will be paid under the schedule proper and not under this article.

(h) When crews are tied up enroute under the hours of service law and relief crews are furnished from the home terminal, the following will govern:

Extra passenger crews will be used to relieve passenger crews when available.

Pool freight crews will be used to relieve pool freight crews when available.

Extra freight crews will be used to relieve crews on local freight, work trains, mixed trains and road switcher service when available.

ARTICLE 44 (i)(1)

(i) (1) Pay of trainmen tied up under the Hours of Service Law ceases at the time they are tied up or released from duty. When trainmen are thereafter towed, deadheaded, or transported into a terminal, their pay starts and will be paid separately (miles or hours whichever is greater) on a pro rata basis, under Article 44(f), beginning at the time they are tied up or released from duty.

EXAMPLE:

1. A pool crew traverses 80 miles in 12 hours, waits for a relief crew for three hours and deadheads the remaining 20 miles into the terminal in one hour. Total payment would be 175 miles working, 50 miles waiting and deadhead.
2. A pool crew traverses 80 miles in 12 hours and the relief crew is waiting for them. The crew is then transported 80 miles in one and one-half hours into the next terminal. The crew will be paid 175 miles working and 80 miles deadhead.
3. An assigned crew with a run of 192 miles ties up en route 24 miles from their terminal with 12 hours' service. The relief crew is waiting for them, and they are transported by taxicab into their terminal in 45 minutes. They will be paid 168 miles run and 24 miles deadhead, which equals the advertised mileage of the assignment.
4. An assigned crew on a run of 125 miles ties up en route with 12 hours on duty, 100 miles run, and waits one hour, and then is transported for one hour to their terminal. They will be paid 175 miles working and 25 miles waiting and deadhead.

(i) (2) Employes called at their terminals for work train service and tied up at an intermediate point are subject, for pay purposes, to Article 4(j) or 4(n) and not Article 44.

(i)(3) Employes called at their terminals for through freight service, and then converted enroute to work service and tied up at an intermediate point, are subject, for pay purposes to Article 44 and not Article 4(j) or 4(n).

ARTICLES 45, 46, 47 & 48

ARTICLE 45

EMPLOVES TRANSFERRED

When a change of division or runs is made, requiring employes to change their place of residence, they will be furnished free transportation for themselves, their families, and household goods to their place of residence and will be similarly accommodated when transferred in the exercise of their seniority rights.

ARTICLE 46

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 47

Copy of this Schedule will be furnished to each employe represented herein.

ARTICLE 48

ENACTING AND TERMINATING CLAUSE

This agreement became effective July 23, 1956 and has been reprinted as of September 1, 1978 to reflect that set forth in the Preamble and to reflect rates effective December 31, 1978.

ARTICLE 48 (Cont.)

This agreement shall continue in effect subject to thirty (30) days' written notice by either party of a desire to change or terminate same in accordance with the Railway Labor Act, as amended, except as provided below.

Those rules identified by asterisk (*) will continue to be governed by cancellation clause contained in the original agreement establishing the rule.

These rules will be applied by the parties in compliance with State and Federal laws and regulations and without regard to the race, religion, color, creed, national origin, or sex of the individuals covered by the rules.

Any existing agreements, interpretations, or understandings not in conflict with this revised agreement will remain in effect.

Signed at Los Angeles, California, September 1, 1979.

For THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY COAST
LINES

F. L. Elterman
Vice President - Personnel and Labor Relations

For the UNITED TRANSPORTATION UNION

J. L. Easley
General Chairman

J. B. Rucker
Secretary

APPENDIX "A"

MEMORANDUM OF AGREEMENT

between

ORDER OF RAILWAY CONDUCTORS AND
BRAKEMEN

BROTHERHOOD OF RAILROAD TRAINMEN AND
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
--COAST LINES—

SWITCHING RULE

The yard schedule is in effect in the following yards:

Gallup	Calwa-Fresno
Winslow	Riverbank
Ash Fork	Stockton-Mormon
Prescott	Richmond
Phoenix-Mobest	San Francisco
Seligman	Alice Street Oakland
Needles	San Bernardino
Barstow	Los Angeles
Bakersfield	San Diego-National City

Rules of this agreement also apply to road crews at stations on joint line where yard schedule is in effect.

A. Road freight conductors and trainmen will not be required to perform switching at stations during the time a yard crew is on duty, except in an emergency, which is defined to mean (1) personal injury, (2) fire, (3) wreck, and/or (4) where Company property is in jeopardy, which necessitates prompt action and yard crew is not immediately available.

If a road crew is required in an "emergency" to perform switching when a yard crew is on duty, they will be paid for such work on the actual minute basis at pro rata road rate for all time so consumed, with a minimum allowance of one and one-half hours for 45 minutes or less, and two hours for over 45 minutes, in addition to road trip; provided that when overtime accrues on the trip, computed on basis of total time on duty including time devoted to switching, the crew will be paid either under the basic day and overtime rules of the respective

APPENDIX "A" A. Cont'd.

schedules or under this agreement, whichever produces the greater compensation, but will not be paid both switching and overtime. Actual time consumed in switching by road crew shall be deducted from time of road trip.

If switching other than as defined as "emergency" is required of a road crew when a yard crew is on duty, they will be paid a minimum day at yard rates, separate and apart from the road trip, and available off duty extra yardmen constituting a crew, i.e., a foreman and two helpers, will be paid one minimum yard day each; if less than a crew of three yardmen available, each individual that is available will be paid a minimum yard day each.

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*)

B. Road freight crews may be required to perform switching at initial terminal stations, where yard crews are employed but not on duty, and for such service shall be paid for all time so consumed on the actual minute basis in addition to the road trip, at the pro rata road rate, switching time to be computed from the time conductors and trainmen are required to report for duty until switching is completed and train coupled together on the designated make up track; provided that when overtime accrues on the trip, computed on basis of total time on duty including time devoted to switching, the crew will be paid under the basic day and overtime rules of the respective schedules or under this agreement, whichever produces the greater compensation, but will not be paid both switching and overtime.

APPENDIX "A" B. Cont'd.

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 minutes¹ time to be computed from the time such switching begins until train is finally coupled together; except when such car or cars are taken to rip track, in which event payment will be made for such switching from the time the crew reports for duty until train is finally coupled together.

C. Road freight crews may be required to perform switching at final terminal stations where yard crews are employed but not on duty, and for such service shall be paid for all time so consumed on the actual minute basis, in addition to road trip, at the pro rata road rate, switching time to be computed from time work begins and continues until it is completed, or crew is otherwise released; provided that when overtime accrues on the trip, computed on basis of total time on duty including time devoted to switching, the crew will be paid either under the basic day and overtime rules of the respective schedules or under this agreement, whichever produces the greater compensation, but will not be paid both switching and overtime.

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 fl (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.

APPENDIX "A" F. Cont'd.

Further understood that where service is performed by only one or two yard engines, such yard engines will perform all the service that is available or would become available within thirty minutes from the assigned off-duty time for the yard engines, regardless of the fact that such handling may cause the yard crew to work overtime. This provision is made in order to reduce to the very minimum the amount of switching that may be required of road crews,

When a yard crew is "held-in" on any day covered by its regular assignment and a road crew, or crews, is required to perform switching, other than as provided in Item A of this Agreement, during the hours of such "held-in" assignment, the yard crew whose assignment is "held-in" will be paid a minimum yard day and the road crew or crews performing such switching will also be paid a minimum day each at yard rates in addition to the road trip; actual time consumed in such switching to be deducted from the total time on duty of the road crew or crews.

At points where yard schedule is in effect, as listed in Section One, and less than continuous yard service is maintained, and the time consumed (in the aggregate) in switching by road crew or crews while a yard crew is not on duty, amounts to three hours in any eight hour period for three consecutive days yard engines manned by yard crews will be assigned as soon thereafter as this condition is determined and the necessary yardmen can be made available to perform such service. It is understood, however, in the application of this paragraph the carrier may rearrange the spread of hours of a yard crew or crews, in the manner prescribed in yardmen's schedule in order to reduce the time devoted to switching by road crews.

G. Road freight conductors and trainmen required to perform switching, as provided for in this agreement, shall consist of not less than one conductor and two brakemen. In case the road crew that performs the switching consists of a conductor and three regularly assigned brakemen such crew must be used as a unit.

H. (1) Road passenger crews will not be required to perform switching or to set out and/or pick up car, or cars, at stations where yard crews are employed and on duty, except as follows:

(a) Switching may be performed in emergency which is defined to mean (1) personal injury, (2) fire, (3) wreck, and/or (4) where Company property is in jeopardy, which necessitates prompt action and yard crew is not immediately available, in which event payment will be allowed as per paragraph 2 hereof.

(b) Road passenger crews may turn train on wye and back to station prior to unloading passengers, and in departing from stations after loading passengers may back around wye, and such moves are not considered switching, but when made the additional mileage will be added to the road trip. Fractions less than one-half mile will not be counted and fractions one-half mile and less than one mile will be counted as one mile.

(c) If switching other than as referred to above is required of a road crew when a yard crew is on duty, they will be paid a minimum day at yard rates, separate and apart from the road mileage, and available off duty extra yardmen constituting crew, i.e., a foreman and two helpers, will be paid one minimum yard day each; if less than a crew of three yardmen available, each individual that is available will be paid a minimum yard day each. Actual time consumed in switching by road crew shall be deducted from time of road trip.

(2) Passenger crews required to perform switching or picking up and/or setting out cars, in connection with their own train at terminals or intermediate stations where yard crews are employed but not on duty, shall be paid for all time so consumed on actual minute basis from time work begins until completed and train coupled together, at one-eighth of the daily passenger rate with a minimum allowance of one (1) hour at passenger rate in addition to and independent of earnings of road trip. This allowance will not be used to make up guarantee.

THIS AGREEMENT signed at Los Angeles, California this 27th day of June, 1956, and shall become effective July 1, 1956, and shall be considered a separate agreement between the Railway Company and its employes represented by each of the Organizations signatory hereto, shall become a part of the schedules affected and shall continue in effect subject to the right of any of the parties signatory hereto to serve thirty (30) days written notice of intention to change in accordance with the provisions of the Railway Labor Act as amended.

(Signatures omitted)

APPENDIX "B"

APPENDIX "B"

POOLING CABOOSES

Following provisions contained in National Agreement, dated May 25, 1951, between Eastern Western and Southeastern Carriers' Conference Committees, and United Transportation Union.

ARTICLE 7

POOLING OF CABOOSES

(a) The employees affected by this rule and the carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, being desirous of cooperating in situations where train service can be improved and trains expedited by the pooling of cabooses, adopt the following:

(b) Where an individual carrier not now having the right of pooling cabooses considers it advisable to establish such pooling, appropriate committee or committees representing the employes involved and proper representatives of the carrier will conduct negotiations relating thereto,

(c) A reasonable and practical approach to the problems herein referred to, namely -- the pooling of cabooses -- requires that the carriers and the employes definitely recognize each other's fundamental rights, and where necessary, reasonable and fair arrangements should be made in the interest of both parties.

It is further agreed that!

(1) Whenever the carrier desires so to pool its cabooses, it shall give notice to the General Chairman or General Chairmen of such intention, specifying the territory and service involved, whereupon the carrier and employe representatives shall, within 30 days, endeavor to agree upon any facilities that should be furnished to provide accommodations substantially equivalent to those formerly available on the cabooses and used by the employes and on appropriate arrangements for supplying and servicing such pooled cabooses.

APPENDIX B Cont'd. and APPENDIX "C"

(2) In the event the carrier and such representatives cannot so agree on the matter, any party involved may invoke the services of the National Mediation Board.

(3) If mediation fails, the parties agree that the dispute shall be submitted to arbitration under the Railway Labor Act, as amended. The decision of the Arbitration Board shall be final and binding upon both parties.

(d) This rule shall become affective August 1, 1951, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employe representatives on or before July 1, 1951.

APPENDIX "C"

UNION SHOP AGREEMENT

This Agreement, made at Los Angeles, California, this 24th day of March, 1965, by and between The Atchison, Topeka and Santa Fe Railway Company, Coast Lines, hereinafter referred to as the Carrier, and its Trainmen and Yardmen represented by the United Transportation Union, hereinafter referred to as the Organization, witnesseth:

IT IS AGREED:

Section 1.

In accordance with and subject to the terms and conditions herein-after set forth, all employes of the Carrier now or hereafter subject to the Rules and Working Conditions Agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the Organization, party to this Agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employes after the effective date of this Agreement, and thereafter shall maintain membership in such Organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this Agreement shall alter, enlarge or otherwise change the coverage of the present or future Rules and Working Conditions Agreements.

APPENDIX "C" Cont'd.

Section 2.

The requirements of membership provided for in Section 1 of this Agreement shall be satisfied if any employe shall hold or acquire membership in any one of the labor organizations national in scope organized in accordance with the Railway Labor Act and admitting to membership employes of a craft or class in train, yard, engine or hostling service, that is, in any of the services or capacities covered in Section 3, First, (h), of the Railway Labor Act, defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board, provided, however, that nothing contained in this Agreement shall prevent any employe from changing membership from one organization to another organization admitting to membership employes of a craft or class in any of the services above specified.

Section 3.

(a) Employes who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employes return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of the continued employment subject to such agreements, be required within thirty-five calendar days from date of their return to such service to comply with the provisions of Sections 1 and 2 of this Agreement.

(b) The seniority status and rights of employes furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the Federal Government or a State Government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this Agreement but such employes shall, upon resumption of employment, be considered as new employes for the purposes of applying this Agreement.

(c) Employes who retain seniority under the Rules and Working Conditions Agreements governing their class or craft, and who, for

reasons other than those specified in Subsections (a) and (b) of this Section, are not in service covered by such agreements or leave such service, will not be required to maintain membership as provided in Sections 1 and 2 of this Agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employes return to any service covered by the said Rules and Working Conditions Agreements they shall, as a condition of their continued employment, be required, from the date of return to such service to take membership in one of the organizations specified in Sections 1 and 2 of this Agreement.

Section 4.

Nothing in this Agreement shall require an employe to become or to remain a member of the Organization if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employes in the same status at the same time.

Section 5.

(a) Each employe covered by the provisions of this Agreement shall be considered by the Carrier to have met the requirements of the Agreement unless and until the Carrier is advised to the contrary in writing by the Organization. The Organization will notify the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employe who it is alleged has failed to comply with the terms of this Agreement and who the Organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreements. The form of notice to be used shall be agreed upon by the Carrier and the Organization, and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the Carrier will within ten calendar days of such receipt, so notify the employe concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employe shall be given the Organization. An employe so notified who

APPENDIX "C" Cont'd.

disputes the fact that he has failed to comply with the terms of his Agreement shall, within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employe in writing with copy to the Organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employe concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreements not later than thirty calendar days from receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

(b) The Carrier shall determine on the basis of evidence produced at the hearing whether or not the employe has complied with the terms of this Agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employe and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employe has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Organization agree otherwise in writing.

If the decision is not satisfactory to the employe or to the Organization it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this Agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified Mail, Return Receipt Requested.

The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employe and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employe has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below¹ or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Organization or the employe involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this Agreement the Organization or the employe involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this Agreement or his designated representative, the General Chairman of the Organization or his designated representative, and the employe involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and the employe involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties as to the matters decided within the limitations of paragraph (i) of this section. The Carrier, the employe, and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employe is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employe's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employe.

APPENDIX "C" Cont'd.

(d) It is understood that if an employe produces evidence to an officer or Local Chairman of the organization that he is a member in any one of the Labor organizations as specified in Section 2 of this Agreement that will satisfy this Agreement and no notice will be served by the Organization on the Carrier to have employe removed from service. Employe will be required to produce such evidence on demand of an officer or Local Chairman of the Organization, but will not be required to produce such evidence more than once in a calendar month. If employe fails or refuses to produce such evidence, he may be cited to the Carrier by the Organization as not complying with this Agreement.

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

(f) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreements between the Carrier and the Organization will not apply to cases arising under this Agreement.

(g) The General Chairman of the Organization shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this Agreement. The Carrier shall notify the General Chairman of the Organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Agreement.

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

(i) Decision made pursuant to this section shall be confined to determination of the fact of compliance or noncompliance by the employe with the terms of this Agreement but do not apply to any questions of law arising out of or in connection with the legally permissible limits of this Agreement under applicable law.

Section 6.

Other provisions of this Agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The Carrier may not, however, retain such employe in service under the provisions of this section for a period in excess of sixty calendar days

from date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the Organization in cases where the employe does not request a hearing. The employe whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The above period may be extended by agreement between the Carrier and the Organization.

Section 7.

An employe whose seniority and employment under the Rules and Working Conditions Agreements is terminated pursuant to the provisions of this Agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this Agreement is that an employe's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Organization or other employes based upon an alleged violation, misapplication or noncompliance with any part of this Agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day period specified in Section 6, or while such determination may be stayed by a court, or while a discharged employe may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employe against the Carrier predicated upon any action taken by the Carrier in applying or complying with this Agreement or upon an alleged violation, misapplication or noncompliance with any provision of this Agreement. If the final determination under Section 5 of this Agreement is that an employe's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employes based upon an alleged violation, misapplication or noncompliance with any part of this Agreement

Section S.

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

APPENDIX "C" Cont'd.

employment; provided, however, that this section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Carrier acts in collusion with any employe; provided further, that the aforementioned liability shall not extend to be expense to the Carrier in defending suits by employes whose seniority and employment are terminated by the Carrier under the provisions of this Agreement.

Section 9.

An employe whose employment is terminated as a result of noncompliance with the provisions of this Agreement shall be regarded as having terminated his employe relationship for vacation purposes.

Section 10.

This Agreement shall become effective on May 1, 1965 and is in full and final settlement of Section 6 Notice served upon the Carrier by the Organization on September 8, 1964. It shall be construed as a separate agreement by and on behalf of the Carrier and those employes thereof represented by the Organization signatory hereto. This Agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

(Signatures not reproduced)

MEMORANDUM AGREEMENT

It is agreed that in the application of the Union Shop Agreement signed this date at Los Angeles, California, any employe of the company signatory hereto who, on the date on which compliance with the Union Shop Agreement is required, is not a member of the union representing his craft or class, or any new employe entering the service of the company signatory hereto after the effective date of this agreement, if he would otherwise be required to be a member of a union under the Union Shop Agreement, will be deemed to have met the requirements of the Union Shop Agreement executed this date provided he pays to the union representing his craft or class the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required of all members of such union within the time limits provided for in the Union Shop Agreement.

This Memorandum Agreement shall be attached to and made a part of the Union Shop Agreement signed this date.

(Signatures not reproduced)

APPENDIX "D"

DEDUCTION AGREEMENT

This Agreement made at Chicago, Illinois, this 31st day of January, 1958, by and between The Atchison, Topeka and Santa Fe Railway Company, Gulf, Colorado and Santa Fe Railway Company, Panhandle and Santa Fe Railway Company, hereinafter referred to as the Company, and their employes represented by the United Transportation Union, hereinafter referred to as the Organization,

IT IS AGREED:

Section 1.

(a) Subject to the conditions hereinafter set forth, the Company will deduct all sums for initiation fees, periodic dues, assessments and insurance premiums (not including fines and penalties) payable to the Organization by members of the Organization, employed by the Company, from wages earned in any services, upon the written and unrevoked authorization of a member, in the form agreed upon by the parties hereto, copy of which is identified as Attachment "A" and made a part hereof.

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

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

(2) Thereafter in any year within the fifteen (15) day period immediately following the anniversary date of this agreement.

Revocation of the authorization shall be in the form agreed upon by the parties, copy of which is identified as Attachment "B" and made a part hereof.

(c) Both the authorization forms and the revocation of authorization forms shall be reproduced and furnished to its members by the Organization, without cost to the Company. The Organization shall assume full responsibility for procuring the execution of the authorization forms by the members and for delivering such authorizations to the Company. In like manner, the revocation of an authorization shall be furnished by the member to the Organization, which shall be solely responsible for its delivery to the Company, as set forth in Section 2 hereof.

APPENDIX "D" Cont'd.

Section 2.

Deductions, as provided herein, shall be made by the Company in accordance with uniform certified deduction lists furnished to the Division Superintendent in duplicate by the Treasurer of the Local Lodge of which the employe is a member. Such lists, together with authorization and revocation of authorization forms, shall be furnished to the Division Superintendent on or before the tenth day of each month in which the deduction or termination of deduction is to become effective, as hereinafter provided. The original lists furnished shall show the member's name, the member's social security number, and the amount to be deducted, in the form approved by the Company. Thereafter, two lists shall be furnished each month by the Treasurer of the Local Lodge to the Division Superintendent, as follows:

- (a) A list showing any changes in the amounts to be deducted from the wages of members with respect to whom deductions are already being made. Such list shall show both the amounts previously authorized to be deducted and the new amounts to be deducted; also the names of members from whose wages no further deductions are to be made, which shall be accompanied by revocation of authorizations forms signed by each member so listed. Where no changes are to be made, the list shall so state.
- (b) A list showing additional members from whose wages the Company shall make deductions as herein provided, together with an authorization form signed by each member so listed. Where there are no such additional members, the list shall so state.

Section 3.

Deductions, as provided for herein, will be made monthly by the Company from wages due members for the second period in each calendar month; and the Company will, subject to the provisions of Section 4 hereof, remit to the Organization the total amount of such deductions, less sums withheld in accordance with Section 5, on or before the twenty-fifth day of the month following the month in which such deductions are made. With such remittance the Company will furnish to the Treasurer of the Local Lodge a statement showing members from whom deductions were made and amount of deductions.

Section 4.

(a) In the event earnings of a member are insufficient to permit the full amount of deduction, no deduction will be made and responsibility for collection shall rest entirely with the Organization.

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

Federal, State and Municipal taxes and other deductions required by law, including garnishments and attachments.

Amounts due the Company.

Hospital Association contributions.

Prior valid assignments and deductions.

(c) In cases where no deduction is made from the wages of a member due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the member for any subsequent payroll period.

Section 5. (No longer applicable).

Section 6.

Responsibility of the Company under this agreement shall be limited to remitting the amounts actually deducted from wages of members, pursuant to this agreement, and the Company shall not be responsible, financially or otherwise, for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the member involved and the Organization.

Section 7.

The Organization shall indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this agreement.

APPENDIX "D" Cont'd.

Section 8.

(a) In the event of any change in the representation of any 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.

(b) This Agreement shall become effective March 1st, 1958, and, except as provided in Section 8(a), shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

(Signatures not reproduced)

DEDUCTION AUTHORIZATION

I hereby assign to the UNITED TRANSPORTATION UNION that part of my wages necessary to pay my initiation fees, periodic dues, assessments, and insurance premiums (not including fines and penalties) as reported to The Atchison, Topeka and Santa Fe Railway Company, Gulf, Colorado and Santa Fe Railway Company, Panhandle and Santa Fe Railway Company, by the Treasurer of my Local Lodge in monthly statements, certified by him, as provided under the Deduction Agreement entered into by and between the Organization and the Company effective March 1st, 1958; and I hereby authorize the Company to deduct from my wages all such sums and to pay them over to the Treasurer of my Local Lodge.

This authorization may be revoked by the undersigned in writing, in the manner provided for in Section 1(b) of the Deduction Agreement.

NAME.....
(Last) (First) (Middle Initial)

Employe Social Security
Account No.....

HOME ADDRESS.....
Street and Number
.....
City and Town

Division.....

Occupation.....

.....,19.....
Date

.....
Signature

.....
Lodge No.

DEDUCTION AUTHORIZATION
REVOCATION

Effective....., I hereby revoke the Deduction Authorization now in effect, assigning to the United Transportation Union that part of my wages necessary to pay my initiation fees, periodic dues, assessments and insurance premiums (not including fines and penalties) now being withheld pursuant to the Deduction Agreement between the Organization and the Company effective March 1st, 1958.

NAME.....
(Last) (First) (Middle Initial)

Employe Social Security
Account No.....

HOME ADDRESS.....
Street and Number
.....
City and Town

Division.....

Occupation.....

....., 19.....
Date

.....
Signature

.....
Lodge No.

NATIONAL MEDIATION BOARD

CASE NO. A-6541

MEDIATION AGREEMENT BETWEEN THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN & ENGINEMEN, ORDER OF RAILWAY

CONDUCTORS & BRAKEMEN, BROTHERHOOD OF RAILROAD TRAINMEN

AND

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (COAST LINES)

In full, final and complete settlement of all differences as set forth in application as described in Docket Case No. A-6541 of the National Mediation Board, and under the provisions of the Railway Labor Act, as amended:

It is hereby mutually agreed between the parties signatory hereto:

1. When line change is placed in service between Abra and Skull Valley, Arizona, mileage allowances will be computed on basis of actual miles run, to be determined by new line survey.

Constructive mileage under Engineers' Rule 37, Firemen 5 Article 31 on Fourth District shall be allowed in both freight and passenger service and in either direction between the following added points on Fourth District:

Ash Fork and Abra	32	miles
Skull Valley and Phoenix	124	miles
Skull Valley and Mobest	122	miles
Skull Valley and Matthie	61	miles
Matthie and Wickenburg	5	miles

2. Phoenix-Mobest will hereafter be the home terminal for unassigned crews and extra men on the Fourth District, Albuquerque Division, instead of Prescott. Crew boards will be located at Mobest.

Concurrently, Ash Fork will be an away from home terminal for unassigned crews and extra men on Fourth District, in lieu of a cut out point. Terminal rules will thereafter apply at Ash Fork. Enginemen's Rule 41, and Firemen's Article 33 will be amended to include Ash Fork, on the Fourth District.

APPENDIX "E" Cont'd.

3. Wickenburg, Clarkdale and Humboldt will no longer be designated as cut out points on the Fourth District for unassigned crews.

4 The present on and off duty points for crews at terminals on the Fourth District will not be affected by the line change going into service.

5. At Ash Fork should a crew under Article 10(g) of Conductors' Agreement, Article 10(1) of Trainmen's Agreement, Rule 30(f) of Engineers' Agreement, Article 28(D) of Firemen's Agreement be used to make a second turnaround trip before called for trip to home terminal, they will be allowed 100 miles at minimum basic daily freight rate, except this will not apply in case of derailments, washout or other similar obstruction. For engine crews the rate will be based on weight on drivers of locomotive used on the turnaround trip. (*See Article 10(1) for Trainmen.*)

6. It is agreed that yardmen on the Albuquerque Division, who are furloughed as a result of any reduction of jobs of the five men holding yard rights and now working at Prescott, will, for the period of protection prescribed in ICC Order Finance Docket No. 20634, be subject to the following provisions, in lieu of the method of employe protection prescribed therein and as also provided in Section 1(a) and (b) of the Agreement signed at Washington, D.C., July 29, 1959, and by stipulation made a part of Finance Docket No. 20634-

(A) The number of yardmen furloughed on the seniority district, as a result of reduction of any of the five jobs held by men holding yard rights on date new line change is placed in service working at Prescott, will establish the number of individuals to be eligible for the benefits tinder this item.

(B) The eligible individuals will be determined by starting with and working up from the junior yardman on the working list on the date the yard forces are reduced at Prescott. Such eligible individuals will be limited in number to the number of yardmen positions lost on the seniority district as result of reduction of not exceeding the five Jobs now held by men holding yard rights and now working at Prescott. Such list of eligible individuals will then and thereafter extend only upward from the bottom of such eligible list so established on the date this Agreement is signed. The eligible list may vary as to individuals but not as to number except the number may be reduced to the extent that the working list might be increased or by employes leaving the service.

After the number of eligible yardmen has been determined under Section (A) of this Item, if additional yardmen should be cut off in subsequent force reductions, the yardmen eligible to receive payments under Section (C) of this Item shall then be the senior of the yardmen who are off in force reduction. If, still later the working list is increased and some of the eligible men recalled to service the list of eligible yardmen will accordingly be moved downward on the seniority roster. This list of eligible yardmen to be adjusted at the same time the working list is changed so payments under this Item will always accrue to the senior yardmen who are off in a reduction in force.

(C) Eligible individuals identified and determined as to number under the provisions of Item (n) will be paid during their protective period when out of service in force reduction a sum equivalent to a yard helper's wages based on five (5) eight (8) hour straight time days per week at the then currently effective rate of pay for yardmen, paychecks therefor to be issued in the usual manner and payment made twice monthly on designated paydays observed for issuance of paychecks to, and at designated delivery points for, other regularly employed yardmen. Such payments will be subject to all usual deductions to be made on the payrolls in the regular manner.

(D) Carrier will be permitted to take credit for all earnings in railroad employment by individuals subject to payments under this Item.

A prior right brakeman protected by the Tucker Leighty Agreement will not be considered as one of the five yardmen under Paragraph B of this Agreement.

7. In deadheading crews out of away from home terminal, preference will be given to movement by passenger trains or bus when reasonably available.

8. At Ash Fork parking space for employe privately owned trailers will be made available without charge to employes. It is understood that trailers and immediate surroundings thereto will be maintained in suitable appearance by the employe.

Sleeping, reading and lounging accommodations similar to Reading Room accommodations will be made available at Ash Fork, at charges compensatory to the Carrier's costs.

Eating facility for crews tying up at Ash Fork will be assured.

APPENDIX "E" Cont'd.
and APPENDIX "F"

9. A Third District crew will not be used on the Fourth District except in case of an emergency such as derailments, washouts or other similar occurrences. In the event a Third District crew is used on the Fourth District in other than an emergency, and providing a Fourth District crew is available at Mobest when the Third District crew goes on duty at Ash Fork, the available crew at Mobest will be allowed the earnings made by the Third District crew on the Fourth District, computed from time brought on duty at Ash Fork until their arrival and release at Ash Fork.

It is understood that the disposition of the various items in this Case A-6541 represents a package settlement of a specific situation peculiar unto itself and is not to be used by either party as having established a pattern or design for expansion or extension of those items in future cases.

Signed at Los Angeles, California this 7th day of April, 1962.

(Signatures omitted)

APPENDIX "F"

NATIONAL MEDIATION AGREEMENT

Case No. A-8830

January 27, 1972

(Articles I through iii deleted)

ARTICLE IV - HOLIDAYS (See Article 12)

ARTICLE V - JURY DUTY (See Article 30)

ARTICLE VI - SWITCHING LIMITS

Existing agreements are amended to read as follows:

The employes involved, and the carriers represented by the National Carriers' Conference Committee, being desirous of cooperating in order to meet conditions on the various properties to the end that efficient and adequate switching service may be provided and industrial development facilitated, adopt the following:

Section 1.

Except as provided in Section 2 hereof, where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, whereupon the carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chair-men cannot agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following date of last conference, The decision of the Arbitration Board will be made within 30 days thereafter. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon seven days' notice by the carrier.

Section 2.

Where, after the effective dates of the 1951 and 1952 Agreements, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are

APPENDIX "F" Cont'd.

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 'nay also be served by yardmen without additional compensation or penalties therefor to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this Section 2 and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier shall periodically advertise to road service employes the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employes involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employes holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers). In the event no road employe elects to bid on the accumulated equalizing hours within the bulletined period such accumulation of equalizing hours will be considered forfeited and a new accumulating period shall commence.

Section 3.

This Agreement shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

Section 4,

The foregoing is not intended to amend or change existing agreements involving predominantly full-time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in Section 2 hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952.

This rule shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date,

ARTICLE VII - INTERCHANGE

Section 1.

At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting carrier or deliver their over-the-road trains to a connecting carrier provided such trains are solid trains which move from one carrier to another intact with or without motive power and/or cabooses.

Section 2.

If road crews referred to in Section 1 of this Article VII are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternate means of transportation will be provided.

Section 3.

At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

Section 4.

If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first

APPENDIX "F" Cont'd.

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 bold the interchange will be used.

Section 5.

Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

Work equities between carriers previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employes of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.

Section 6.

The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this Agreement.

This rule shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employe representatives on or before such effective date.

ARTICLE VIII - USE OF COMMUNICATION SYSTEMS

Section 1.

It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating

rules of the individual carriers, is a part of the duties of employees covered by this Agreement. Existing rules to the contrary are hereby eliminated.

Section 2.

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

Section 3.

Portable radios hereafter purchased for the use of and carried by ground service 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.

Section 4.

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.

Section 5.

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

Section 6.

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

ARTICLE IX - ROAD-YARD MOVEMENTS

(Deleted. See Article X of August 25, 1978 National Agreement Appendix "G")

ARTICLE X - COMBINING ROAD AND YARD SENIORITY

Seniority rosters of trainmen and yardmen shall be combined on a topped and bottomed basis. Where two or more existing yard seniority

APPENDIX "F" Cont'd.

rosters are to be combined with an existing road seniority roster such yard rosters will be dovetailed with yardmen maintaining prior rights in their respective yards prior to being topped and bottomed with the road roster. All men on the combined seniority rosters shall have rights to both road and yard assignments. Existing road service men shall have prior rights to road assignments and existing yard service men shall have prior rights to yard service assignments.

All employees hired after the date of the combination of the seniority rosters shall establish joint road and yard seniority.

ARTICLE XI - EXPENSES AWAY FROM HOME (See Article 15)

ARTICLE XII - INTERDIVISIONAL SERVICE

NOTE: As used in this Agreement, the term interdivisional service includes interdivisional, interseniority district, intradivisional and/or intraseniority district service.

An individual carrier may establish interdivisional, interseniority district, intradivisional or intraseniority district service, in freight or passenger service, subject to the following procedure.

Section 1.

With respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended the carriers may proceed as follows:

- (a) A letter of intent setting forth the particulars of the service to be established will be served on the organization, provided that not more than 2 such letters of intent are permitted to be pending concurrently and that each letter of intent may involve no more than 3 separate proposed operations.
- (b) A meeting will be held within ten days of the date of the letter of intent, attended by representatives of the Railway Company

and the General Committee or Committees, and a "Task Force" will be appointed for the purpose of meeting and discussing the details of operation of the runs specified in the carrier's letter of intent, and reach an agreement if possible. The Railway Company and the General Chairman or General Chairmen may each designate representatives to serve on the "Task Force."

(c) During a period of 30 days following the date of the letter of intent the Task Force will discuss the details of operation and working conditions of the proposed runs but if the parties are unable to agree, at the end of the 30-day period the run or runs will be operated on a trial basis until completion of the procedures referred to in paragraphs (e) and (f).

(d) Subsequent to the 30-day period in which the operation is discussed by the Task Force, the assignments will be placed in effect and operated by the carrier on the basis of working conditions referred to in Section 3 for a test period of 60 days.

(e) At the end of the 60-day test period referred to in paragraph (d) the parties will hold conferences for the purpose of negotiating an agreement to cover the operation of the interdivisional assignments.

(f) If the parties have not reached agreement within 30 days following the 60-day test period, the matter will be submitted to the ranking labor relations officer of the Railway Company and a vice president of the UTU for disposition. If not disposed of within 30 days by them, the matter will be submitted to arbitration for final and binding decision in accordance with the Railway Labor Act. Decision of the Arbitration Board will be made within 180 days after the date of the letter of intent referred to in paragraph (a).

Section 2.

With respect to runs which an individual carrier proposes to operate through a home terminal or home terminals of the run or runs it proposes to extend pursuant to this Article, the following procedures will be followed:

(a) The carrier may serve notice of intent to establish a rule under which such runs may be established. Within 10 days of receipt of such notice by the organization, its authorized representatives and those of the carrier shall meet for the purpose of

APPENDIX "F" - XII
SECTION 2(a) Cont'd.

establishing conditions, consistent with the minimum requirements of Section 3 of this Article, to be included in such a rule. If agreement is not reached by those representatives within 90 days of the notice of intent, the matter will be referred to a Task Force for final and binding determination of such condition.

The Task Force shall consist of I member to be appointed by the management of the individual carrier, 1 member appointed by the organization and I neutral member to be appointed by the National Mediation Board. The decision of this Task Force prescribing the conditions under which such runs may be established consistent with the minimum requirements of Section 3 of this Article shall be made within 180 days of this notice of intent.

In its decision the Task Force shall include among other matters decided the provisions set forth in Article XIII of this Agreement for protection of employes adversely affected as a result of the discontinuance of any existing runs or the establishment of new runs resulting from application of this rule, and in addition may give consideration to whether or not such rule should contain a provision that special allowances to home owners should be included because of moving to comparable housing in a higher cost real estate area.

(b) Upon establishment of the rule provided for in paragraph Ca) above the carrier may serve a letter of intent on each affected General Chairman of its intention to establish such runs. The carrier may have no more than 2 letters of intent pending concurrently and each letter of intent may involve no more than 3 proposed operations. Within ten days of the date of the letters of intent provided for herein the authorized representatives of the carrier and the organization will appoint a Task Force to discuss and agree upon the details of operation and working conditions of the proposed run or runs, but if the parties are unable to agree with 30 days of the date of the letter of intent, the matter will be submitted to arbitration for final and binding decision in accordance with the Railway Labor Act. The decision of the Arbitration Board will be made within 60 days of each letter of intent provided for herein.

Section 3.

Reasonable and practical conditions shall govern the establishment of the runs described above including but not limited to the following:

- (a) All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.
- (b) When crews are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crews.
- (c) Crews will be allowed a \$2.00 meal allowance after 4 hours at the away-from-home terminal and another \$2.00 allowance after being held an additional 8 hours.
- (d) In order to expedite the movement of interdivisional runs, crews on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than 100 miles, the carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than 100 miles are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1.50 for the trip.

Section 4.

Interdivisional, interseniority district, intradivisional or intra-seniority district service in effect on the date of this Agreement is not affected by this rule.

Section 5.

The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional, interseniority district, intradivisional or intraseniority district service where restrictions did not exist prior to the date of this Agreement.

This Article shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date.

ARTICLE XIII - PROTECTION OF EMPLOYEES

The scope and purpose of this Article XIII are to provide, to the extent specified herein, for fair and equitable arrangements to protect the interests of certain of the carriers' employees 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.

APPENDIX "F" - XIII - Section 1.

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 employees assigned to yard crews that regularly spend more than 50 percent of their time in interchange work who are adversely affected as a result of an Implementation of the reciprocal interchange provisions of Section 5 of Article VII -- Interchange. (Such employees will be determined by a joint check based upon the work performance of the involved yard crews for the 30 working days prior to the Implementation.)

(3) Regularly assigned employees assigned to interchange or transfer crews adversely affected by the interchange of solid trains provision under Section 1 of Article VII -- Interchange.

(4) Employees of Terminal Companies adversely affected either directly or indirectly by the interchange of solid trains provision under Section 1 of Article VII -- Interchange.

(b) Subject to the other provisions of this Article, the protective benefits provided in Sections 4 and 5 of this Article XIII will be accorded to any employee 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.

(a) The protective provisions of this Section as applied to Terminal Company employees will include, in addition to the above, the exercise of seniority and acceptance of employment on the involved line-haul carriers, engine service employees being required to accept engine service employment and ground service employees being required to accept appropriate arrangements in connection with subparagraph (a) (4) of this Section and the foregoing.

Section 3. Displacement Allowance.

(a) So long during his Protective Period after a Displaced Employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

(b) Each Displaced Employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee 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

APPENDIX 'F' – XIII

Section 2(c)

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 allowance paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Displaced Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.

(c) If a Displaced Employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(d) If a Displaced Employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the Schedule Agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(e) The displacement allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement or dismissal for justifiable cause.

Section 4. Dismissal Allowances.

(a) A Dismissed Employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing through his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Dismissed Employee shall have less than 12 months of service his total, compensation and total time paid for shall be divided by the number of months to which he performed service.

(b) The dismissal allowance of any Dismissed Employee who returns to service with the carrier shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 3.

(c) The dismissal allowance of any Dismissed Employee shall be reduced to the extent that his combined monthly earnings in other employment, any benefits received under any employment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employe, or his representative, and the carrier shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employe in employment other than with the carrier, and the benefits received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employe's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the carrier from which he was dismissed after being notified.

Section 5. Separation Allowance.

A Dismissed Employee entitled to protection under this Article, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this Article) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1936.

Section 6. Fringe Benefits.

No employe of a carrier who is affected by an Implementation shall be deprived during his Protective Period of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employes of the carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

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

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Section 7 (a)

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 reasons 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 decision in business shall not be paid any protective benefits under this Article XIII.

Section 8. Arbitration of Disputes.

(a) In the event the carrier and the UTU are unable to settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this Article within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the UTU or the highest officer designated by the carrier, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree upon a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.

(b) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(c) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(d) In the event of any dispute as to whether or not a particular employe was adversely affected by an Implementation, it shall be his obligation to identify the adverse effect and specify the pertinent facts relied upon. If the facts so stated are sufficient to support a finding that the employe was so adversely affected by an Implementation, it shall then be the Railroad's burden to disprove those facts or prove that other factors affected the employe.

Section 9.

Any Displaced 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 "C"

NATIONAL MEDIATION AGREEMENT

Case No. A-t0222 August 25, 1978
(Articles I & II deleted)

ARTICLE III - VACATIONS (See Article 50)

ARTICLE IV - HEALTH AND WELFARE BENEFITS: EARLY RETIREMENT
MAJOR MEDICAL EXPENSE BENEFITS: AND DENTAL BENEFITS.

PART A. HEALTH AND WELFARE BENEFITS

Section 1. Continuation of Plan. The benefits now provided under The Railroad employes National Health and Welfare Plan, modified as provided in Sections 2 and 3 below, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by the insurer in connection with Group Policy Contract GA-23000, and

APPENDIX "G" - IV - PART A - Section 1 Cont'd.

by the use of funds held in trust that are not otherwise needed to pay claims, premiums or administrative expenses which are payable from trust. Detailed contract language specifying the new benefits and the changes in existing benefit and eligibility provisions is to be worked out by the Joint Policyholder Committee with the insurer.

Section 2. Benefit Changes. The following benefit changes will be made effective as of January 1, 1979:

a. Alcoholism Treatment. For treatment of alcoholism of an employe which has been diagnosed as such by the employe's attending physician, as a result of which the employe is confined at an approved treatment center which provides medical and therapeutic treatment for alcoholism under a program approved by both the attending physician and the insurer, on an in-patient basis requiring full-time participation by the patient, and certain evaluation, diagnostic and counseling services: a benefit will be provided to cover charges by the treatment center for room and board, care and treatment, exclusive of custodial care, up to \$50 per day for not more than 31 days per calendar year with a lifetime maximum of \$3,000.

b. Ambulatory surgical Centers. Charges incurred by an employe or dependent for services rendered and supplies furnished by an approved ambulatory surgical center within the time limits and for the purposes specified in the out-patient expense provisions of the plan shall be treated as if they were hospital out-patient expenses.

c. Second surgical Opinion. A benefit will be provided to pay reasonable charges incurred by an employe or dependent for consultations (including the reasonable charges for laboratory and X-ray examinations and other diagnostic procedures in connection therewith) with one or more qualified specialist surgeons for additional opinions as to the medical necessity for the performance of a recommended surgical procedure for which benefits are payable under the surgical expense benefit provisions of the Plan, provided the consultant surgeon examines the patient and furnishes the insurer either copy of his written report to the patient or a written report setting forth his opinion.

d. Pre-Admission Testing. Charges incurred by an employe or dependent in connection with pre-admission testing ordered by a physician will be covered as hospital in-patient expenses provided such tests are related to the performance of scheduled surgery in connection with a confirmed hospital admission, and (i) the person involved is subsequently admitted to the hospital as a resident in-patient unless the scheduled confinement is cancelled or postponed because of the unavailability of a bed or a change in his condition which precludes surgery or (ii) the surgery is performed in an out-patient facility (which may be an ambulatory surgical center) unless there is a change in the patient's condition which precludes surgery.

e. Surgical Expense Benefit. The maximum basic benefit for a surgical procedure will be increased from \$650 to \$1,000; the maximum allowance for administration of anesthetics will be increased from \$162.50 to \$250; and the \$650 E Surgical Schedule will be replaced by a \$1,000 F Surgical Schedule.

f. Hospital Miscellaneous Benefit. The provisions for reimbursement for hospital charges for medical care and treatment C other than charges for room and board, nurses', and physicians' and surgeons' fees), and the excess of charges for intensive care in an intensive care unit over the amount payable otherwise, shall be increased from "not more than \$1,000 plus 80% of the excess over \$1,000," to "not more than \$2,000 plus 80% of the excess over \$2,000."

g. Out-Patient Expense Benefit, and Supplemental Out-Patient Medical Expense Benefit. The provision for reimbursement for hospital out-patient expenses, and the supplemental out-patient medical expense benefit provision, covering certain emergency medical care and treatment on account of accidental bodily injuries and additional subsequent medical care and treatment in connection with such emergency care, and medical care and treatment in connection with surgical operations, will be increased to provide for reimbursement for such expenses in full on a reasonable and customary basis (an increase from the maximum of \$100 plus 80% of the excess over \$100).

h. Ambulance Benefit. Necessary ambulance charges for transportation to and from hospital for an employe or dependent who is confined as a hospital in-patient, or who receives out-patient care of a nature referred to in g. above in a hospital, will be provided in full on a reasonable and customary basis (an increase from the maximum of \$25 for such benefit)

i. Physician's Fee Benefit.

(i) The maximum amount payable on behalf of an employe or dependent for physician charges for visits while the employe or dependent is confined as a hospital in-patient will be increased from \$6.00 to \$10.00 per day of such confinement, and the maximum so payable during any one period of hospital confinement will be increased from \$2,190 to \$3,650.

(ii) The maximum amount payable for physicians' office visits by an employe shall be increased from \$6.00 to \$10.00, and for home visits from \$7.50 to \$12.00, per visit limited as at present to one home or office visit per day and a maximum of 180 such visits in a 12-month period,' no benefit payable for the first visit on account of injury or the first three visits on account of sickness.

APPENDIX "G" - IV - PART A
Section 2(j)

j. Major Medical Expense Limit Benefit. A provision will be added to the major medical expense benefit section of the plan to the effect that if in a calendar year a covered employe or dependent has incurred expenses not otherwise reimbursed under the Plan which aggregate \$2,000 including (i) the individual's cash deductible and (ii) the individual's 20% share of coinsurance under the hospital miscellaneous benefits and major medical expense benefit provisions, all further covered expenses" of that individual in that calendar year which would otherwise come under the 80%/20% coinsurance provisions will instead be reimbursed under the major medical expense benefit provisions on a 100% basis. The four exclusions in the major medical expense benefit section will apply to this benefit.

k. Living Tissue Donor Benefit. Benefit will be provided for the living donor of an organ or tissue to an employe or dependent covered by The Railroad Employes National Health and Welfare Plan, with respect to the donation involved, on the same basis as if the donor were himself an employe covered by the Policy Contract to the extent such donor is not covered under any other health insurance program.

Section 3. Eligibility. The provision under which a new employe becomes a Qualifying Employe, and may become insured and eligible for benefits, on the first day of the first calendar month starting after such employe has completed 30 continuous days during which he has maintained an employment relationship, will be changed to provide that a new employe (employed on or after August 1, 1978) will become a qualifying employe on the first day of the first calendar month starting after such employe has completed 60 continuous days during which he has maintained an employment relationship.

Section 4. Restructuring. The parties to this Agreement will seek to work out with the insurer reasonable and practicable arrangements designed to decrease federal income taxes payable by the insurer in connection with the Plan, to decrease the insurer's reserves for its liabilities under the Plan, or otherwise to lessen the cost of maintaining the Plan without decreasing the benefits or services that the Plan provides.

PART B. EARLY RETIREMENT MAJOR MEDICAL EXPENSE BENEFIT

Section 1. Establishment and Effective Date. The railroads will establish an Early Retirement Major Medical Benefit Plan to provide specified major medical expense benefits for certain retired or disabled railroad employes and their dependents, to become effective August 1, 1978 and to continue subject to the provisions of the Railway Labor Act, as amended, according to the following provisions:

a. Employees Eligible:

(i) Age. An employe who, on or after July 1, 1978, retires at or after 61 years of age under the 60/30 provisions of the Railroad Retirement Act of 1974, if immediately prior to the date he retired he was covered for employe or dependent health benefits under the Railroad Employees National Health and Welfare Plan and had a current connection with the railroad industry.

(ii) Disability.

(a) An employe of a non-hospital association railroad who on or after July 1, 1978 and at or after age 61 was receiving employe health benefits (or still eligible for such benefits under the disability waiver provisions) under the Railroad Employees National Health and Welfare Plan, and who meets the requirements of subparagraph Cc) below.

(b) An employe of a hospital association railroad who would have met the requirements of subparagraph (a) above in full if he had been an employe of a non-hospital association railroad, and who meets the requirements of subparagraph (c) below.

(c) To be eligible as a disabled employe, an employe must, in addition to fulfilling the requirements of subparagraph (a) or subparagraph (b) above, -

(1) solely because of his disability be prevented from working in his regular occupation;

(2) be entitled to an annuity by reason of disability under the Railroad Retirement Act of 1974; however, he need not have filed application for disability annuity under the Railroad Retirement Act if he is receiving sickness benefits under the Railroad Unemployment Insurance Act, but when he is no longer receiving such sickness benefits if he does not apply for such disability annuity his eligibility under the Plan will terminate;

(3) have had a current connection with the railroad industry on the date immediately prior to the date on which he became entitled to such disability annuity; and

(4) have had by his eligibility date a total period, consisting of his railroad service prior to the onset of such disability plus the period of such disability itself, totaling not less than 30 years.

APPENDIX "G" - IV - PART B

Section I(b)

b. Dependents Eligible: Spouse and dependent children of eligible employes who are within definition of "dependent"¹¹ in The Railroad Employes National Health and Welfare Plan.

c. Scope of Coverage:

(i) Eligible employes of non-hospital association railroads, and, to the extent provided in Section 3, of hospital association railroads.

(ii) Dependents of eligible employes of either hospital association or non-hospital association railroads.

d. Duration of Coverage:

(i) Coverage for all covered employes and dependents will begin when the employe becomes eligible under paragraph a., but not earlier than the effective date, and except that an employe's or dependent's coverage will not begin earlier than such employe's or dependent's eligibility for benefits under The Railroad Employes National Health and Welfare Plan ceases.

(ii) Coverage for covered employes will terminate on the earlier of -

(a) The date the employe becomes eligible for Medicare (even though his coverage may not yet have begun, e.g., if a disabled employe becomes eligible for Medicare before he becomes eligible under paragraph a.), or

(b) The date the employe's Railroad Retirement annuity terminates.

(iii) Coverage for all dependents of an employe will terminate on the earlier of -

(a) The date the employe's coverage terminates for any cause other than (1) death or (2) eligibility for Medicare by reason of disability, or

(b) If the employe predeceases dependent(s), or becomes eligible for Medicare by reason of disability, the date the employe would have become eligible for Medicare by reason of age if he had not died.

(iv) Coverage for any dependent will terminate if such individual dependent, while covered, -

- (a) becomes eligible for Medicare or,
- (b) is no longer within the above-referred-to definition of dependent, or
- (c) is the widow or widower of a covered employee and remarries.

NOTE: As used in this paragraph d. Duration of Coverage, "Medicare" means the full measure of benefits under the Health Insurance for The Aged and Disabled Program under Title XVIII of the Social Security Act, as amended and as it may be further amended, which are normally available to an individual at age 65 or on general disability. Benefits under the Plan will be so adjusted to avoid duplication between Plan benefits and any other Medicare benefits.

e. Plan:

(i) Elements:

- (a) Deductible: \$100 per calendar year for each individual.
- (b) Coinsurance proportions: 80/20, except 65/35 for out-of-hospital mental-nervous treatments.
- (c) Lifetime benefit limit: \$50,000 for each individual.

(ii) Benefits: Covered benefits will be benefits of the same categories as are covered major medical expense benefits under The Railroad Employees National Health and Welfare Plan.

(iii) The same Coordination of Benefits provisions as in Group Policy Contract CA-23000 will be included.

Section 2. Administration

a. The railroads, which will be sole policyholder, will work out arrangements for the Plan to be administered and insurance thereunder to be provided by the same insurer as is handling those functions under The Railroad Employees National Health and Welfare Plan.

b. The railroads will work out with the insurer detailed contract language setting forth the eligibility and benefit provisions.

APPENDIX "G" - IV - PART B
Section 2(c)

c. The insurer will furnish financial data, statistical and actuarial reports, and claim experience information to the organizations in the same detail and at the same time that it furnishes such data to the railroads.

d. Any dividends or retroactive rate refunds or credits will be paid into a special fund or account held by the insurer or into a trust established in connection with the Plan. Withdrawals may be made from such fund, account or trust only to provide or finance benefits.

Section 3. Employees of Hospital Association Railroads. Hospital association railroads will pay the respective hospital associations such portion of the cost of the plan as is attributable to coverage for retired employees (but not for their dependents) contingent on commitments* from the hospital associations to provide benefits similar to those provided by the plan to such retired employees of the respective railroads as meet the above eligibility requirements and were members of the hospital association. In absence of such a commitment, no payment such as provided for in this paragraph shall be made to the hospital association involved, and the employees involved will be regarded as employees of a hospital association railroad for purposes of eligibility for early retirement medical benefits but shall be provided such benefits under the national plan the same as employees of non-hospital association railroads. On a railroad on which the hospital association has furnished such a commitment, individual retired or disabled employees who had not been members of the hospital association or who had been such members but elected to leave the association on discontinuing active railroad service, or who forego association benefits, will not have an option of electing coverage under the national plan; nor on a railroad on which there has been no such commitment from the hospital association will individual employees have an option of electing hospital association coverage in place of coverage under the national plan.

*Including acceptance of the following obligation: If a hospital association having furnished the commitment referred to in Section 3 should subsequently withdraw such commitment, the employees involved will thereafter be provided their benefits under the national plan as provided in the second sentence of Section 3. If any special contribution to the national plan is required to cover any liability which the hospital association may have incurred during the period it covered the employees involved (and while it was receiving the contribution identified in the first sentence of Section 3), which liability the national plan assumes by reason of the employees' coverage being transferred from the hospital association to the national plan, such special contribution will be made by the hospital association.

PART C. DENTAL BENEFITS

Section 1. Continuation of Plan. The benefits now provided under The Railroad Employes National Dental Plan, modified as provided in Sections 2 and 3 below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language specifying the change in existing benefit and eligibility provisions is to be worked out by the Policyholder with the insurer.

Section 2. Benefit Changes. The following changes in the benefit area will be made effective as of November 1, 1978:

- a. The maximum benefit (exclusive of any benefits for orthodontia) which may be paid with respect to a covered employe or dependent in any calendar year, including the calendar year 1978, will be increased from \$500 to \$750 for all expenses incurred on or after November 1, 1978.
- b. A limit of \$100 will be placed on the amount of the deductible per calendar year, including the calendar year 1978, to be paid by all members of an employe's family, to apply as follows:
 - (i) Any covered individual who has incurred and paid \$50 of covered dental expenses in a calendar year has met the deductible with respect to himself.
 - (ii) When a covered employe and/or any one or more of his defined dependents have collectively incurred and paid \$100 of covered dental expenses, counting not more than \$50 with respect to any individual, in a calendar year, the deductible has been met with respect to such employe and all his defined dependents.
- c. Extended coverage will be provided for disabled, pregnant, furloughed and discharged or dismissed employes on exactly the same basis as under The Railroad Employes National Health and Welfare Plan.

Section 3. Orthodontia. No change will be made with respect to benefits for orthodontia, except for the extended coverage provision described in paragraph c. of Section 2 above.

APPENDIX "G" - IV - PART D

PART D. GENERAL

National Health Legislation. In the event that national health legislation should be enacted, benefits provided under The Railroad Employes National Health and Welfare Plan, The Early Retirement Major Medical Benefit Plan, and The Railroad Employes National Dental Plan with respect to a type of expense which is a covered expense under such legislation will be integrated so as to avoid duplication, and the parties will agree upon the disposition of any resulting savings.

ARTICLE V - JURY DUTY

Effective fifteen (15) days after the date of this Agreement, Article V of the January 27, 1972 Agreement is amended to read as follows: (See Article 30(b).)

ARTICLE VI - EXPENSES AWAY FROM HOME (See Article 15).

Effective October 1, 1978, the meal allowance provided for in Article II, Section 2, of the June 25, 1964 National Agreement, as amended by Article XI, Section 2, of the January 27, 1972 National Agreement, is increased from \$2.00 to \$2.75.

ARTICLE VII - APPLICATION FOR EMPLOYMENT (See Article 18)

ARTICLE VIII - EMPLOYMENT OF FIREMEN Section 1.

Subject to the provisions of Section 2 and the carriers' legal obligations, in the employment of firemen (helpers) employes represented by the United Transportation Union who have established seniority as conductor (foreman), brakeman (yardman-switchman), hostler or hostler helper (but without seniority as a locomotive fireman) will be considered for transfer to positions of locomotive firemen (helpers) in preference to hiring individuals who have not established seniority with the carrier in any class or craft.

Section 2.

Each carrier will establish a procedure which will (1) ensure that such employes have knowledge of fireman (helper) job openings and (2) provide an opportunity for them to apply for transfer to the fireman craft. In selecting an employe from among those making application for a fireman (helper) position, the carrier will take into consideration the relative seniority standing of the applicants and the carriers' physical and other employment standards.

Section 3.

An employe accepting transfer to a fireman (helper) position in accordance with this Article VIII shall retain his seniority standing and all other rights in train and/or yard or hostling service. However, such employe shall be permitted to exercise such rights only in the event he is unable to hold any position or assignment in engine service.

NOTE: It is understood that employes accepting transfer to fireman between July 7, 1978 and the effective date of this Article will have their seniority preserved as of the effective date of such transfer.

This Article VIII shall become effective thirty (30) days from the date of this Agreement unless within such time a General Committee of the organization elects to preserve an existing rule accomplishing the same essential purpose as this Article VIII by notifying a carrier in writing.

APPENDIX "G" – IX

Section 1

ARTICLE IX - ENTRY RATES

Section 1 - Service First 12-Months

Employees entering service on and after the effective date of this Article shall be paid as follows for all service performed within the first twelve (12) calendar months of service when working in a capacity other than conductor (foreman), footboard yardmaster, yardmaster, car retarder operator or engineer:

- (a) For the first twelve (12) calendar months of employment, new employees shall be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered, exclusive of arbitrations and/or special allowances which shall be paid at the full amount.
- (b) Employees who have had an employment relationship with the carrier and are rehired will be paid at established rate after completion of a total of twelve (12) months' combined service.
- (c) Train service employees who transfer to the fireman craft will be paid at established rates after completing of a total of twelve (12) months' combined service, in both crafts.
- (d) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the twelve (12) month period.

Section 2 - Preservation of Lower Rates

Agreements which provide for training or entry rates that are lower than those provided for in Section 1 are preserved. If such agreements provide for payment at the lower rate for less than the first twelve (12) months of actual service, Section 1 of this Article will be applicable during any portion of that period in which such lower rate is not applicable.

This Article shall become effective fifteen (15) days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

ARTICLE X - ROAD-YARD MOVEMENTS

Article IX, Section 1 of the Agreement of January 27, 1972 is amended to read as follows: (See Appendix "A" A.)

This Article shall become effective fifteen (15) days after the date of this Agreement.

ARTICLE XI - COMBINATION ROAD-YARD SERVICE ZONES

Section 1 - At points where yard crews are employed, combination road-yard service zones may be established within which yard crews may be used to perform specified service outside of switching limits under the following conditions:

(a) Road-Yard Service Zones for industrial switching purposes are limited to a distance not to exceed ten (10) miles, or the entrance switch to the last industry, whichever is the lesser. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.

(b) Within Road-Yard Service Zones, yard crews may be used only to meet customer service requirements for the delivery, switching or pick up of cars which were not available or ready for handling by the road crew or crews normally performing the service or which are required to be expedited for movement into the yard before arrival of said road crew or crews. Yard crews may be used to perform such service without any additional compensation and without penalty payments to road crews.

NOTE: The use of yard crews in Road-Yard Service Zones is restricted to the specific service required or requested by the customer and they may not be used indiscriminately to perform any other additional work.

(c) The use of yard crews in Road-Yard Service Zones established under this Article may not be used to reduce or eliminate road crew assignments working within some zones.

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

APPENDIX "G" – X
Section 2

Section 2 - At points where yard crews are employed, combination road-yard service zones may be established within which yard crews may be used to perform specified service outside of switching limits under the following conditions

(a) Road-Yard Service Zones for purposes of this Section 2 are limited to a distance not to exceed fifteen (15) miles for the purpose of handling disabled trains or trains tied up under the Hours of Service Act. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.

(b) Within Road-Yard Service Zones, yard crews may be used to handle disabled road trains or those tied up under the Hours of Service Act outside their final terminal without penalty to road crews. For such service yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits.

(c) Nothing in this Section 2 is intended to impose restrictions with respect to handling disabled road trains or those tied up under the Hours of Service Act beyond the 15 mile road-yard service zones, established under this section where restrictions did not exist prior to the date of this agreement.

(d) This Section 2 shall become effective unless a carrier elects to preserve existing rules or practices by notifying the authorized employee representatives within fifteen (15) days after the date of this agreement.

Section 3 - Time consumed by yard crews in Road-Yard Service Zones established under this Article will be subject to equalization as between road and yard service crews and/or employees.

This Article shall become effective fifteen (15) days after the date of this Agreement.

ARTICLE XII - BEREAVEMENT LEAVE (See Article 19).

ARTICLE XIII - OFF-TRACK VEHICLE ACCIDENT BENEFITS

Article XI(b) of the July 17, 1968 Brotherhood of Railroad Trainmen Agreement, Article IX(b) of the July 29, 1968 Switchmen's Union of North America Agreement, Article IX(b) of the September 14, 1968 Brotherhood of Locomotive Firemen and Enginemen Agreement, Article V(b) of the March 19, 1969 United Transportation Union (C) Agreement and Article V(b) of the April 15, 1969 United Transportation Union (E) Agreement are hereby amended to read as follows:

(b) Payments to be Made:

In the event that any one of the losses enumerated in subparagraphs (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 occuring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$150,000
Loss of Both Hands	\$150,000
toss 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 employe or his personal representative as a result of any one accident,

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medic al 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

APPENDIX "G"~ XIII
Section (h) (3) Cont'd.

for any employe 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.

(3) Time Loss

The carrier will provide an employe 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 employe'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 employe 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 employe a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

This Article will become effective 90 days after the date of this Agreement.

(ARTICLES XIV, XV, and XVI deleted).

APPENDIX "H"

Letter dated October 4, 1965, General Manager Landreth to General Chairmen Asbell BLE, Bender ORC&B, Luttrell BLF&E and Morgan BRT:

This has reference to my letter of August 25 and our discussion in conference of September 20 with respect to setting up vacation units of seven days each for use in assigning vacations.

A total of 52 vacation units of seven days each will be set up as per attached statement. As indicated thereon, those requesting vacations of three consecutive weeks must start in those periods identified by an asterisk (*) and those requesting four consecutive weeks must start their vacations in those periods identified by number sign (#). Vacations of two consecutive weeks may be started on any unit number. This procedure will apply to all road and yard service employes, except firemen in passenger service on the Valley Division and yard service employes in the Los Angeles Terminal. The present practice of assigning vacations for firemen in passenger service on the Valley Division will be continued and Los Angeles Terminal yardmen will be governed by local agreement which was recently consummated.

In the assignment of vacations for engineers and conductors, when those entitled to three or four weeks' vacation request a split, the senior man will be given preferred choice for each period requested. For firemen, trainmen and yardmen, when split vacations are requested, the individual must indicate which of the two periods of the split vacation is his 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.

APPENDIX "H" cont'd.

WEEKLY UNITS FOR ASSIGNING VACATIONS

<u>Unit No.</u>	<u>Period</u>	<u>Unit No.</u>	<u>Period</u>
* # 1	Jan. 1 thru Jan. 7	27	July 2 thru July 8
2	Jan. 8 " Jan. 14	* 28	July 9 " July 15
3	Jan. 15 " Jan. 21	# 29	July 16 " July 22
* 4	Jan. 22 " Jan. 28	30	July 23 " July 29
# 5	Jan. 29 " Feb. 4	* 31	July 30 " Aug. 5
6	Feb. 5 " Feb. 11	32	Aug. 6 " Aug. 12
7	Feb. 12 " Feb. 18	# 33	Aug. 13 " Aug. 19
3	Feb. 19 " Feb. 25	* 34	Aug. 20 " Aug. 26
# 9	Feb. 26 " Mar. 4	35	Aug. 27 " Sept. 2
* 10	Mar. 5 " Mar. 11	36	Sept. 3 " Sept. 9
11	Mar. 12 " Mar. 18	* # 37	Sept. 10 " Sept. 16
12	Mar. 19 " Mar. 25	38	Sept. 17 " Sept. 23
* # 13	Mar. 26 " Apr. 1	39	Sept. 24 " Sept. 30
14	Apr. 2 " Apr. 8	* 40	Oct. 1 " Oct. 7
15	Apr. 9 " Apr. 15	# 41	Oct. 8 " Oct. 14
* 16	Apr. 16 " Apr. 22	42	Oct. 15 " Oct. 21
# 17	Apr. 23 " Apr. 29	* 43	Oct. 22 " Oct. 28
18	Apr. 30 " May 6	44	Oct. 29 " Nov. 4
* 19	May 7 " May 13	# 45	Nov. 5 " Nov. 11
20	May 14 " May 20	* 46	Nov. 12 " Nov. 18
# 21	May 21 " May 27	47	Nov. 19 " Nov. 25
* 22	May 28 " June 3	48	Nov. 26 " Dec. 2
23	June 4 " June 10	* # 49	Dec. 3 " Dec. 9
24	June 11 " June 17	* 50	Dec. 10 " Dec. 16
* # 25	June 18 " June 24	51	Dec. 17 " Dec. 23
26	June 25 " July 1	52	Dec. 24 " Dec. 30

Vacations of three consecutive weeks must be started in periods marked (*).

Vacations of four consecutive weeks must be started in periods marked (#).

Vacations of two consecutive weeks may be started in any period.

APPENDIX "H" cont' d.
& APPENDIX "I"

Letter dated July 5, 1967 General Manager Landreth - to General Chairman Henderson,
B of RT:

Please refer to your letter of May 9, 1967, file BX-50-T, regarding your request that
vacations be assigned on the basis of 51 units, with each period starting on Monday, rather than
the 52 units presently being used.

I have no objections to your proposal that vacations be assigned on the basis of 51 units
at various terminals where the Local Chairman requests such handling.

I am instructing the Superintendents to so handle where they receive such a request.

APPENDIX "I"

Letter from Vice President Elterman to General Chairmen Cantrill, Easley and Sawyer,
United Transportation Union, dated July 7, 1978:

This will confirm our discussions concerning operation of the so-called "Ten Packer" at
which time it was understood a Ten Packer would be considered as five (5) regular cars on the
basis two (2) units of the Ten Packer were the equivalent of one regular car. Also, if for some
reason one or an odd number of Ten Packer component units had to be removed, resulting in an
odd number of units being handled in the train, the odd unit would be considered as a whole car.
For example, three (3) component units had been removed, the remaining seven (7) handled in
the train would be considered as four (4) regular cars.

With respect to determining the number of loads handled, it was agreed if a trailer was
loaded on one of the two component units which would, in accordance with this understanding,
be the equivalent of a car, that combination would be considered as a loaded car.

APPENDIX "J"

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company and its employees represented by the Brotherhood of Locomotive Engineers, Railroad Yardmasters of America, United Transportation Union (CT&Y) Coast Lines, and United Transportation Union (E) Coast Lines.

In connection with the Carrier's desire to eliminate eye injuries and/or incidents through the process of having all on duty employees, not exclusively assigned to inside or office duties, wear glasses,

IT IS AGREED:

- (1) Employees 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 employee's particular case.
- (2) Employees will no longer be required to wear industrial safety glasses.
- (3) The wearing of side shields on glasses will be optional for those employees who desire to use them; and they will be supplied by the Carrier on request.
- (4) 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 employee will pay for the lenses and any other associated cost.
- (5) Plano glasses, i.e., non-prescription, will continue to be made available in both clear and color lenses in several styles without cost to employees.
- (6) Replacement glasses will be made available at the Carrier's expense in the same manner as the original glasses were secured when defective and/or worn out and returned.
- (7) The Carrier will provide plano glasses, i.e., non-prescription glasses, at on duty points for employees who have forgotten their glasses, i.e., non-prescription and those employees will return same at the completion of their tour of duty.

- (8) Employee performing service in the rain or fog may remove same while working when, in their opinion, the vision would be improved by removing their glasses,
- (9) Carrier will not over-react with discipline procedures in cases where employes have not fully complied with this eyeglass program.
- (10) In the future, the Carrier will not be subject to any cost in behalf of any employe other than specifically set forth in Items 3, 4, 5, and 6, hereof.

The foregoing is in complete disposition of Section 6 Notices dated May 16, 1977, May 27, 1977 and June 2, 1977.

Signed at Chicago, Illinois this 5th day of August, 1977.

(Signatures not reproduced)

APPENDIX "K"

COMBINATION ROAD-YARD

The last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued under the following conditions: (Yard as used herein is defined to mean a common terminal point where a seniority roster for yard ground men is maintained.)

1. In the case of the last yard crew assignment in a yard, such assignment may be discontinued if a joint study indicates that the average time consumed in switching is less than four hours within a spread of ten hours for ten consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four hours of such work within any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of a yard crew assignment on a particular shift (in yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average of less than four hours switching within the spread of 12 hours for ten consecutive working days, this spread to begin at the starting time of the yard crew assignment which the Carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the Carrier

APPENDIX "K" Cont'd.

seeks to discontinue will be considered, subject to the provisions of Section 10 hereof, The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period as set forth in Section 5.

NOTE: The studies referred to in this Section 1 shall be conducted in the following manner: where a Carrier proposes to discontinue the last yard crew assignment in a yard or on a shift where more than one yard assignment is employed, it shall give ten (10) days' written notice of the proposed discontinuance to the representatives of the employes involved, advising the names of the Carrier's officials who are designated as its representatives for the purpose of the study, and the date on which the study will begin.

At any time prior to the date the study is to begin the representatives of the employes involved shall advise the Carrier of the names of their representatives for the purpose of the study. If such representatives are not so named, or fail to participate, the study may be conducted by the representatives of the Carrier. In either event, the result of the study shall be binding on the parties for the purpose of this rule.

The same procedure will be adhered to in conducting studies proposed by the representatives of the employes for the restoration of assignments that have been discontinued under the provisions of this Section 1.

2. The provisions of Section 1 hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.
3. Road crews may perform any yard service at yards where yard crews are not employed.
4. Road crews may continue to perform any. yard service now permitted, without additional payments, if such payments are not now required.
5. At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this Agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.
6. No change in work permitted or compensation paid to combination assignments, such as mine run, tabulated assignments, etc.

7. Switching service in yards by road crews when yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to Section 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.

8. If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under Section 7 hereof.

9. Initial and final terminal delay rules shall not be disturbed by this Agreement except that when road crews perform yard service for which they are compensated under the provisions of Section 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.

10. The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of Section 1 of this Article.

11. Every employe deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employes who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the Carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the Carrier shall be reduced correspondingly. Those employes who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits. (*Article V of National Agreement of June 25, 1964.*)

TABLE SHOWING TIME AFTER WHICH OVERTIME
 ACCRUES ON RUNS 100 MILES TO 199 MILES IN
 LENGTH, ON SPEED BASIS OF 12½ MILES PER HOUR

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
100.....	8' 00"	133.....	10' 38"
101.....	8' 05"	134.....	10' 43"
102.....	8' 10"	135.....	10' 48"
103.....	8' 14"	136.....	10' 53"
104.....	8' 19"	137.....	10' 58"
105.....	8' 24"	138.....	11' 02"
106.....	8' 29"	139.....	11' 07"
107.....	8' 34"	140.....	11' 12"
108.....	8' 38"	141.....	11' 17"
109.....	8' 43"	142.....	11' 22"
110.....	8' 48"	143.....	11' 26"
111.....	8' 53"	144.....	11' 31"
112.....	8' 58"	145.....	11' 36"
113.....	9' 02"	146.....	11' 41"
114.....	9' 07"	147.....	11' 46"
115.....	9' 12"	148.....	11' 50"
116.....	9' 17"	149.....	11' 55"
117.....	9' 22"	150.....	12' 00"
118.....	9' 26"	151.....	12' 05"
119.....	9' 31"	152.....	12' 10"
120.....	9' 36"	153.....	12' 14"
121.....	9' 41"	154.....	12' 19"
122.....	9' 46"	155.....	12' 24"
123.....	9' 50"	156.....	12' 29"
124.....	9' 55"	157.....	12' 34"
125.....	10' 00"	158.....	12' 38"
126.....	10' 05"	159.....	12' 43"
127.....	10' 10"	160.....	12' 48"
128.....	10' 14"	161.....	12' 53"
129.....	10' 19"	162.....	12' 58"
130.....	10' 24"	163.....	13' 02"
131.....	10' 29"	164.....	13' 07"
132.....	10' 34"	165.....	13' 12"

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
166.....	13' 17"	183.....	14' 38"
167.....	13' 22"	184.....	14' 43"
168.....	13' 26"	185.....	14' 48"
169.....	13' 31"	186.....	14' 53"
170.....	13' 36"	187.....	14' 58"
171.....	13' 41"	188.....	15' 02"
172.....	13' 46"	189.....	15' 07"
173.....	13' 50"	190.....	15' 12"
174.....	13' 55"	191.....	15' 17"
175.....	14' 00"	192.....	15' 22"
176.....	14' 05"	193.....	15' 26"
177.....	14' 10"	194.....	15' 31"
178.....	14' 14"	195.....	15' 36"
179.....	14' 19"	196.....	15' 41"
180.....	14' 24"	197.....	15' 46"
181.....	14' 29"	198.....	15' 50"
182.....	14' 34"	199.....	15' 55"

TABLE SHOWING TIME AFTER WHICH OVERTIME
ACCURUES ON RUNS 100 MILES TO 199 MILES IN
LENGTH ON SPEED BASIS OF 20 MILES PER HOUR

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
100.....	5' 00"	112.....	5' 36"
101.....	5' 03"	113.....	5' 39"
102.....	5' 06"	114.....	5' 42"
103.....	5' 09"	115.....	5' 45"
104.....	5' 12"	116.....	5' 48"
105.....	5' 15"	117.....	5' 51"
106.....	5' 18"	118.....	5' 54"
107.....	5' 21"	119.....	5' 57"
108.....	5' 24"	120.....	6' 00"
109.....	5' 27"	121.....	6' 03"
110.....	5' 30"	122.....	6' 06"
111.....	5' 33"	123.....	6' 09"

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
124.....	6' 12"	162.....	8' 06"
125.....	6' 15"	163.....	8' 09"
126.....	6' 18'	164.....	8' 12"
127.....	6' 21"	165.....	8' 15"
128.....	6' 24"	166.....	8' 18"
129.....	6' 27"	167.....	8' 21"
130.....	6' 30"	168.....	8' 24"
131.....	6' 33"	169.....	8' 27"
132.....	6' 36"	170.....	8' 30"
133.....	6' 39"	171.....	8' 33"
134.....	6' 42"	172.....	8' 36"
135.....	6' 45"	173.....	8' 39"
136.....	6' 48"	174.....	8' 42"
137.....	6' 51"	175.....	8' 45"
138.....	6' 54"	176.....	8' 48"
139.....	6' 57"	177.....	8' 51"
140.....	7' 00"	178.....	8' 54"
141.....	7' 03"	179.....	8' 57"
142.....	7' 06"	180.....	9' 00"
143.....	7' 09"	181.....	9' 03"
144.....	7' 12"	182.....	9' 06"
145.....	7' 15"	183.....	9' 09"
146.....	7' 18"	184.....	9' 12"
147.....	7' 21"	185.....	9' 15"
148.....	7' 24"	186.....	9' 18"
149.....	7' 27"	187.....	9' 21"
150.....	7' 30"	188.....	9' 24"
151.....	7' 33"	189.....	9' 27"
152.....	7' 36"	190.....	9' 30"
153.....	7' 39"	191.....	9' 33"
154.....	7' 42"	192.....	9' 36"
155.....	7' 45"	193.....	9' 39"
156.....	7' 48"	194.....	9' 42"
157.....	7' 51"	195.....	9' 45"
158.....	7' 54"	196.....	9' 48"
159.....	7' 57"	197.....	9' 51"
160.....	8' 00"	198.....	9' 54"
161.....	8' 03"	199.....	9' 57"

TABLE SHOWING TIME AND ONE-HALF FOR OVERTIME
 (18 ¾ 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