

**Form 2781 Std.**

**AGREEMENT**

**BETWEEN**

**The Atchison, Topeka & Santa Fe Railway Company**

**-- COAST LINES --**

**AND ITS**

**LOCOMOTIVE ENGINEERS**

**REPRESENTED BY THE**

**GENERAL COMMITTEE OF ADJUSTMENT**

**OF THE**

**Brotherhood of Locomotive Engineers**

**EFFECTIVE JANUARY 1, 1973**

## INTRODUCTION:

This is the current Schedule for Locomotive Engineers, effective January 1, 1973, printed and distributed by the General Committee of Adjustment for the Brotherhood of Locomotive Engineers. It contains interpretations, agreements, and other information pertinent to the employment and working conditions of locomotive engineers engaged in the operation of motive power.

The Brotherhood of Locomotive Engineers, by contractual right, represents all locomotive engineers employed on the Atchison, Topeka and Santa Fe Railway, Coast Lines, and offers those engineers its services in the adjustment of any differences that may arise between them and their Employer. It also invites all engineers who are qualified but not affiliated therewith to do so and to take an active interest in its affairs and attend meetings regularly and thereby enjoy the protection and benefits it affords, together with the good will of their fellow engineers.

F. E. ASBELL, *Chairman*  
W. C. HUEBNER, *Vice-Chairman*  
General Committee of Adjustment

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**AGREEMENT**

**between**

**THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY**

**- COAST LINES -**

**and**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**SCHEDULE FOR ENGINEERS**

This agreement, with respect to rates of pay, rules and working conditions of engineers employed by the Atchison, Topeka and Santa Fe Railway Company, Coast Lines, shall define their rights as agreed to, understood and arranged between the said railway and the General Committee of Adjustment of the Brotherhood of Locomotive Engineers, shall supersede all previous agreements, rulings or interpretations which are in conflict herewith and shall remain in effect until thirty days after written notice shall have been given by either party hereto asking for a change in accordance with the Railway Labor Act, as amended.

**RULE 1**

**REPRESENTATION**

The General Committee of Adjustment, Brotherhood of Locomotive Engineers, will represent all locomotive engineers in the making of contracts, rates, rules, working agreements and interpretations thereof.

All controversies affecting locomotive engineers will be handled in accordance with the interpretation of the Engineers' contract as agreed upon between the Committee of the Brotherhood of Locomotive Engineers and the Management.

In matters pertaining to discipline, or other questions not affecting changes in Engineers' contract, the officials of the Company reserve the right to meet any of their employees either individually or collectively.

## Rule 2

### RULE 2

#### PASSENGER SERVICE - STRAIGHTAWAY

##### **Rates of Pay**

Rates are those shown in Appendix "A".

##### **Basic Day**

(a) One hundred miles or less (straightaway or turn-around), five hours or less, except as provided in Rule 3, shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rate provided, according to class of engine.

##### **Overtime - Speed Basis**

(b) Engineers on passenger runs, except as provided in Rule 3, shall be paid overtime on a speed basis of twenty miles per hour computed continuously from time required to report for duty until all required duties are completed. 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 five hours from the time of first reporting for duty.

##### **Overtime Payment**

(c) Overtime in all passenger service shall be paid for on the minute basis at a rate per hour of not less than one-eighth of the daily rate herein provided, according to class of engine.

##### **Minimum Daily Earnings Guarantee**

(d) In all passenger service, the earnings from mileage, overtime or other rules applicable, for each day service is performed, shall not be less than rate shown in Appendix "A".

In applying the minimum daily earnings guarantee for engineers in passenger service, it is intended that on assignments where the men run so as to make only the equivalent of a single trip in one direction each day, they shall be paid the guaranteed minimum for each single trip.

For example: On a 100-mile division, men double the road Monday, lay over Tuesday, double Wednesday, and lay over Thursday, etc., they should be allowed the minimum for each leg of their turnaround trip.

On the same division other crews double the road Monday and Tuesday, lay over Wednesday, double Thursday and Friday, and lay over Saturday. These men make the equivalent of four single trips every three days, and therefore, would not be entitled to the minimum for each trip.

**Run Through Terminals**

(e) Engineers handling extra passenger trains may be run through terminals on seniority district, in continuous service to destination of the train.

Extra engineers called to man overland trains will take the same terminals and conditions as the assigned engineers.

Note: With respect to handling passenger engines between roundhouse and depot at different points, the following will govern:

At Winslow - Appendix 9

At Barstow - Appendix 10

At Los Angeles - Appendix 11

At other points (except Albuquerque, Belen and San Diego) - Appendix 8

**Electric Car Service**

(f) Electric car service, whether operated in multiple unit or single unit, will be paid minimum rate in table of passenger rates.

**Motor Cars**

(g) All motor cars used in passenger service operated under train rules by engineers, regardless of whether operated by gasoline, steam, electricity or other motive power, will be paid minimum rate in table of passenger rates.

Note: In the event straightaway passenger service is restored between Richmond and Oakland, the

### **Rule 3**

Passenger service (Shuttle Agreement) Second, Third and Oakland Districts, Valley Division of August 31, 1940 will be reinstated effective with the restoration of such service.

### **RULE 3**

#### **PASSENGER SERVICE - SHORT TURNAROUND**

(a) Engineers on short turnaround passenger runs, no single trip of which exceeds 80 miles, including suburban end branch line service, shall be paid overtime for all time actually on duty, or held for duty, in excess of eight (8) hours (computed continuously from time first required to report until all required duties are completed at the end of the last run) within nine (9) consecutive hours; and also for all time in excess of nine (9) consecutive hours computed continuously from the time first required to report until all required duties are completed 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 hour. This rule applies regardless of mileage made.

#### **Overtime**

(b) Overtime accruing under the eight within nine hour rule will be paid on minute basis at the rate per hour shown in Appendix "A".

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

### **RULE 4**

#### **PASSENGER SERVICE - CONVERSION RULE**

(a)-1. When regular or extra passenger engineers operate passenger trains containing one or more carloads of revenue freight (except carload or carloads of silk), through freight rates, basic day and overtime rules will apply for the entire trip.

2. When regular or extra passenger engineers operating passenger trains are required to pick up and/or set out cars at intermediate points in connection with their own

## Rule 4

train, handling only passenger equipment when performing such work passenger rates and rules will apply for the entire trip.

3. If in the process of making pick-up and/or set-out 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.

4. If, in the process of making pick-up and/or set-out 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.

5. Nothing in this paragraph (a) nor the changes in rates of pay provided for herein 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.

Note: A car containing 10,000 lbs. or more will be a carload as referred to in Item 1 of this paragraph.

(b)-1. Shipments, carload or otherwise, moving on revenue express billing do not affect compensation of engineers.

2. Astray revenue freight shipments moving on deadhead billing are revenue freight shipments and engineers are entitled to mixed train rates unless such shipments are loaded or unloaded by some member of train crew, in which event local rates will be paid.

3. Company material moving in carlots will call for payment of mixed rates.

4. Company material moving as baggage in less than carlots will pay passenger rates unless loaded or unloaded by some member of train crew, in which event local rates will apply.

5. Supplies for dining cars and/or eating houses op-

## **Rule 5**

erated by or for the company and supplies for independent contractors providing meals or supplies for company employees shall be considered company material for the purposes of these principles whether owned by the company or otherwise.

6. 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 or affect other rules in the respective agreements.

7. These principles apply to shipments moving on passenger trains.

## **RULE 5**

### **PASSENGER SERVICE - EXPERIENCE NECESSARY**

(a) Except in case of emergency, engineers will not be permitted in passenger service, including assigned passenger helper service, unless they have had at least two years' experience as engineer, six months of which shall have been on the seniority district upon which they belong. The above does not apply to helpers working out of Prescott, Ash Fork, San Bernardino, Mojave or Richmond, unless assigned passenger helpers later established. The time during which an engineer is out of service as such from any cause shall be deducted in figuring the experience necessary to qualify him for passenger service.

Note: Engineers assigned to the San Diego extra board need not be qualified for passenger service.

(b.) Where two engineers are called to doublehead over entire district trains other than assigned passenger trains, that require engineers to be qualified for passenger service, if engineer first or second out standing to protect the service is not qualified for passenger service he will be used on the engine next to the train and the first out qualified engineer will be used to man lead engine; if for any reason it is necessary to cut out one of the engines en route, the engineer not qualified for passenger service will be the one cut out.

**RULE 6**

**RUNNING LIGHT - BREAKING IN ENGINES**

Engineers running light and breaking in engines shall be paid passenger rates according to class of engine.

**RULE 7**

**FREIGHT SERVICE - STRAIGHTAWAY**

**Rates of Pay**

Rates are those shown in Appendix "A".

(a) Freight rates will be paid engineers in through and irregular freight, pusher, helper, mine run or roustabout, belt line or transfer, work, wreck, construction, snow plow, circus trains, trains established for the exclusive purpose of handling milk, and all other unclassified service.

**Basic Day**

(b) One hundred (100) miles or less, eight (8) hours or less (straightaway or turnaround) shall constitute a day's work; miles in excess of one hundred (100) will be paid for at the mileage rates provided, according to class of engine or other power used.

**Overtime**

(c) On runs of one hundred (100) miles or less, overtime will begin at the expiration of eight (8) hours; on runs of over one hundred (100) miles overtime will begin when the time on duty exceeds the miles run divided by 12½. Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to class of engine or other power used.

Note: See Rule 11 covering the conditions under which engineers in through freight service are entitled to local rates under the local freight conversion rule.

## **Rule 8**

### **RULE 8**

#### **FREIGHT SERVICE - SHORT TRIPS AND TURNAROUNDS**

(a) Engineers in pool or irregular freight service may be called to make short trips and turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with a minimum of one hundred (100) miles for a day, provided: (1) that the mileage of all the trips does not exceed one hundred (100) miles; (2) that the distance from the terminal to the turning point does not exceed 25 miles; and (3) that engineers shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day, subject to the first-in first-out rule or practice.

#### **Emergency Trips Off Division**

(b) Engineers called upon in emergency to make short trip off their division, will be allowed a minimum of one hundred (100) miles for such trip.

#### **Service Within Eight Hours**

(c) On runs less than one hundred (100) miles, engineers shall be paid for one hundred (100) miles if they lose their turn as first out within eight hours. If engineers are called for further service within eight hours as above, and for reasons of their own do not go out, only actual time will be allowed. Engineers who fail to get out within eight hours will go to the foot of the board.

#### **Finishing Out or Starting New Day**

(d) Unassigned engineers having made one hundred (100) miles, or its equivalent in hours, and having reached a terminal, will be used in turn with respect to other unassigned engineers in such terminals. Being used again a new day will begin, except that engineers handling work or extra passenger trains may be run in continuous service through terminals to destination of such trains, regardless of whether such trains are run as extra or

under time table rights, for the entire trip or any portion thereof.

An engineer in any unassigned road service and in assigned helper service called upon to finish out his day must depart from his terminal before expiration of a day in hours according to service called for on initial trip; failing to do so, a new day will begin upon departing from the terminal and time of the initial day will be paid up to time of actual departure on the succeeding trip, but under such circumstances other engineers in terminal will not be paid for runaround under the first-in first-out rule.

As illustrative: An engineer goes on duty and under pay at 8:00 a.m., makes a short trip, returns to terminal and wanted for a train that is ordered to depart at 3:30 p.m., or 30 minutes before the day is up, and such train does not actually depart until, say 5:00 p.m., a new day will begin with the departure at 5:00 p.m., and the time of the initial trip will cease at that time, the hour between 4:00 and 5:00 attaching to the first trip.

But should the time set to depart for the succeeding trip be 4:00 p.m. or later, the engineer would be considered as having already completed his day and the first engineer out should be used.

## **RULE 9**

### **SIDE OR LAP BACK TRIPS**

#### **Side or Lap Back Trips in Emergency**

(a) When an engineer is required to make an emergency side or lap back trip between his terminals, miles made will be added to the mileage of the regular trip and paid for on continuous basis, except as provided in paragraph (b).

Note: It is agreed that this rule does not permit running an engineer in and out of, or through a terminal on continuous time basis, except as provided for in paragraphs (a) and (d) of Rule 8.

## **Rule 9**

### **Side or Lap Back Trips Not Included in Assignment**

(b) Engineers on assigned locals, switch runs, or tramp runs will be paid not less than a minimum day in addition to their assignment where used out of their terminal on side or lap back trips not included in their assignments, or after having made one hundred (100) miles or been on duty eight (8) hours.

Engineers on assigned locals, switch runs or tramp runs may be used between terminals on side and/or lap back trips, not included in their assignment, seven miles or less in each direction allowing actual miles and paying overtime as follows:

(1) Where mileage of assignment less than 100 and combined mileage of assignment and side and/or lap back trips is less than one hundred (100), allow one hundred (100) miles and pay as overtime time on duty in excess of eight (8) hours.

(2) Where mileage of assignment is less than one hundred (100) and combined mileage of assignment and side and/or lap back trips more than one hundred (100), allow actual mileage and pay as overtime time on duty in excess of eight (8) hours.

(3) Where mileage of assignment is more than one hundred (100), allow actual miles run and pay as overtime all time on duty in excess of mileage of assignment divided by  $12\frac{1}{2}$ .

It is agreed, with the exception of side trip Reedley to Piedra and return which may be made on the same basis as side trip of less than seven miles in each direction, where side and/or lap back trips of more than seven miles in each direction not included in assignment are made, a minimum of one hundred (100) miles will be allowed for such side and/or lap back trip in addition to mileage of assignment, but time consumed in making such side and/or lap back trip will be deducted in computing overtime on the assignment.

#### **Side Trips to Bellmont**

(c) Work in the Government plant at Bellmont will not

be considered a side trip. In making pick-up on designated interchange tracks, crews will be required, as a part of the road trip, to handle or switch cars ready for delivery to the Santa Fe Railway. If required to handle or switch other cars, either on interchange or other tracks, an additional day will be allowed. In making set-outs they will be set on the designated interchange tracks and if necessary coupled up and shoved to clear, without extra compensation.

**Side Trips to Nebo**

(d) Work at the Government plant at Nebo will not be considered a side trip. In making pick-up on designated interchange tracks, crews will be required, as a part of the road trip, to handle or switch cars ready for outbound movement. If required to handle or switch other cars, either on interchange or other tracks, an additional day will be allowed. In making set-outs, they will be set on the designated interchange tracks and if necessary coupled up and shoved to clear, without extra compensation.

**Side Trips to McCune**

(e) The record indicates that the Company has recognized the McCune plant as a side trip by designating it as a part of the way freight assignment; therefore, trips made by the way freight crew into the plant prior to the time of such designation will be paid a separate day as a side trip. Prior and subsequent to such designation, pool crews instructed prior to leaving terminal to pick up and/or set out cars in the McCune plant will be compensated for actual mileage under the side trip rules; when not so instructed, a separate day will be allowed. In making pickup on designated interchange tracks, crews will be required, as a part of the road trip, to handle or switch cars ready for delivery to the Santa Fe Railway. If required to handle or switch other cars, either on interchange or other tracks, an additional day will be allowed. In making set-outs, they will be set on the designated interchange tracks and if necessary coupled up and shoved to clear, without extra compensation.

## **Rule 10**

### **RULE 10**

#### **LOCAL FREIGHT AND ROAD SWITCHER SERVICE**

##### **BASIC DAY AND OVERTIME**

###### **Local Differential**

(a) For local or way-freight service, 56 cents per one hundred (100) miles or less shall be added to the through freight rates according to class of engine; miles over one hundred (100) to be paid for pro rata.

###### **INTERPRETATION NO. 2 TO SUPPLEMENT 24:**

Question 8: What rates shall apply to engineers where, under schedule provisions or accepted practices, conductors and trainmen receive local freight rates?

Decision: Where under Schedule rules or accepted practices a part of the crew receives local rates, the entire crew will receive not less than the local rates.

###### **Basic Day**

(b) One hundred (100) miles or less, eight (8) hours or less (straightaway or turnaround), shall constitute a day's work; miles in excess of one hundred (100) will be paid for at the mileage rates provided, according to class of engine or other power used.

###### **Overtime**

(c) On runs of one hundred (100) miles or less, overtime will begin at the expiration of eight (8) hours; on runs of over one hundred (100) miles, overtime will begin when the time on duty exceeds the mileage run divided by  $12\frac{1}{2}$ . Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to class of engine or other power used.

###### **Road Switcher Service-Rates of Pay**

(d) Engineers working road switcher assignments shall be allowed the rate applicable to engineers on 6 or 7-day yard assignments. Assignments affected by this change in rate of pay will be governed by rules applicable to local service except as to rate of pay.

Note: It is understood that when assignments are

classified road switchers under the Conductors' Schedule, the road switcher rate will be allowed engineers working such assignments.

**RULE 11**

**FREIGHT SERVICE - CONVERSION RULE**

It is agreed that through freight or mixed train service will be converted to local freight service for pay purposes under the following conditions:

(1) Engineers handling freight or mixed train service, whether assigned or unassigned, will be paid local freight rates as per class of engine, on trips where L.C.L. is handled while the engine of which they are in charge is identified with the train.

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

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

(4) Engineers consuming one hour and forty-five 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 engineers are paid for initial and/or final terminal switching as an arbitrary, will not be considered in applying this rule.

Interpretation: A 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. The time setting them out would come under the one hour and forty-five minutes rule, but would not be considered station switching simply because the cars to be set out were in more than one place in the train.

## **Rule 11**

It is understood that if an engineer having no cars to pick up or set out is required to take his engine and move or spot cars already at such stations, such work shall be considered station switching.

Example 1: Train arrives at station with one or more cars to set out say, on Track No. 2. He finds a car spotted on Track No. 2 which agent instructs him to shove back to the lower end of Track No. 2, then pull ahead and spot the car he is 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 item Four (4), of this rule.

Example 2: Engineer having one or more cars to set out, say, at the house, finds a number of cars on the house track which he is 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 item Four (4) of this rule.

Example 3: Engineer 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 item Three (3), of this rule, inasmuch as it is necessary to make a switch in order to put their car or cars to the house.

Example 4: Engineer has one or more cars to pick up. Car to be picked up is behind one or more cars. In order to pick up car 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 item Three (3) of this rule.

Example 5: Engineer instructed to pick up or set out a number of water cars, and in doing so required to spot and fill some cars, the time required to fill the cars would be considered in connection with the 1 hour 45 minutes

time limit necessary to convert train into local, under item Four (4) of this rule.

Example 6: Engineer or engineers 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 item Three (3) of this rule shall apply.

Example 7: Engineer or engineers originating or terminating at an outlying point are required to make up or break up their own train and in doing so no switch is made, then time consumed in making up or breaking up train will be figured in computing the 1 hour 45 minutes as shown in item Four (4) of this rule.

Example 8: Engineer arriving at one of the terminals mentioned in paragraph (b) of Rule 41, and required to do station switching while on overtime as provided for in Rule 41, will be considered as having performed station switching as provided for in item Three (3) of this rule.

Note: The Santa Fe oil yard and main yard on joint track at Mojave will be considered as separate stations in applying the local freight conversion rule.

## **RULE 12**

### **MIXED TRAIN SERVICE**

#### **Rates of Pay**

(a) On mixed trains freight rates shall be paid.

#### **Basic Day**

(b) One hundred (100) miles or less, eight (8) hours or less (straightaway or turnaround), shall constitute a day's work; miles in excess of one hundred (100) will be paid for at the mileage rates provided, according to class of engine or other power used.

#### **Overtime**

(c) On runs of one hundred (100) miles or less, overtime will begin at the expiration of eight (8) hours; on runs of over one hundred (100) miles, overtime will begin when the time on duty exceeds the miles run divided

## **Rule 13**

by 12½. Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to class of engine or other power used.

### **Mixed Train-Consist**

- (d) A train with one or more each freight and passenger cars is a mixed train.
- (e) A box car cut in, in emergency, to be used as a baggage car in a passenger train does not make the train mixed.
- (f) A solid train of silk in baggage or express cars on passenger trucks and no coaches or sleeping cars, with caboose, will be regarded as mixed.
- (g) A train of deadhead passenger cars with caboose will not be regarded as mixed.
- (h) A train of solid express or mail cars, with or without a caboose, will not be regarded as mixed.
- (i) On a train scheduled on the time table as "mixed" where caboose is not used and freight cars are not handled on any day, passenger rates will apply.
- (j) An engine with a caboose, when the latter is handled at the instance of the Company, is a mixed train.
- (k) Troop trains composed of both passenger and freight equipment will be paid freight rates.
- (l) Engineers on engines pulling freight trains on passenger schedule will be allowed freight rates.
- (m) Engineers on light engines pulling dead engines or called upon to fill water barrels, will be allowed freight rates.

Note: See Rule 11 covering the conditions under which engineers in mixed service are entitled to local rates under the local freight conversion rule.

## **RULE 13**

### **WORK TRAIN SERVICE**

#### **Rates of Pay**

- (a) Engineers assisted to work train service shall be paid the rates expressed in through freight service as per class of engine.

Note: See Item 2 of Rule 11 covering conditions under

which engineers in work train service are entitled to local rates under the local freight conversion rule.

**Basic Day**

(b) One hundred (100) miles or less, eight (8) hours or less (straightaway or turnaround), shall constitute a day's work; miles in excess of one hundred (100) will be paid for at the mileage rates provided, according to class of engine or other power used.

**Overtime**

(c) On runs of one hundred (100) miles or less, overtime will begin at the expiration of eight (8) hours; on runs of over one hundred (100) miles, overtime will begin when the time on duty exceeds the miles run divided by  $12\frac{1}{2}$ . Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to class of engine or other power used.

**Guarantee**

(d) Engineers assigned to this class of work shall be allowed a minimum of one hundred (100) miles for each calendar date, at the rate applying to the locomotive on which last used, if not called for duty when regularly assigned to work trains that are out six days or more and whether at home terminal or away from home terminal.

Example: Work train works Monday, does not work Tuesday (or any subsequent day), but continues on for six days from first day worked, pay will be allowed for Tuesday (or any subsequent day) not worked.

(e) An engineer, after having actually gone into work train service, will be paid thereafter, if in unassigned service, not less than one day for each calendar day on which no service is performed.

(f) An engineer assigned to work train abandoned Saturday and put on again Monday will not be deprived of payment for Sunday under the above.

(g) In case assigned work train service not required on

## **Rule 13**

any date, engineers assigned thereto will not be placed in other service when chain gang or extra engineers are available.

If used under these circumstances, they will be paid a minimum of one hundred (100) miles as per class of engine and service performed, in addition to the dead day allowance.

(h) An extra man, while filling place of a regular man, will stand in same light as regular man, and if on work train Saturday will be paid for Sunday, if not worked.

(i) Engineers handling work trains may be run in continuous service through terminals.

### **Double Crew Work Train**

(j) An engineer deadheaded from terminal to an outlying point to be used to double crew a work train, will be paid continuous time at work train rates from the time of arrival at outlying point until going into work train service, i.e., such time will be coupled up with the first work train service.

### **Tied Up Between Terminals - Continuous Time**

(k) An engineer in unassigned work train service tied up between terminals, including cut out points, in less than twelve (12) hours on duty (ten (10) hours effective December 26, 1972), not again resuming work train service, and used the following day in commercial service, will be paid on continuous time basis for all such time tied up.

### **Eating and Sleeping Accommodations**

(l) Engineers in work train service will not be tied up where suitable accommodations for eating and sleeping are not available. It is recognized that emergencies may arise where engineers may be tied up at a point where such accommodations may not be entirely to the engineer's desire, or where such accommodations may be a short distance from where tied up.

### **Starting Time**

(m) Engineers in work train service may be called one

hour in advance or two hours later than the time established by bulletin without penalty payment; and further, if notified when tying up on previous trip, engineer, may, without penalty payment, be called two hours in advance of bulletined time of going to work, and if so notified, payment for the day or trip will be on the basis of continuous time from time stated in the notice it was expected engineer would be required to start work. If called in advance of bulletined time to go to work other than as shown above, a minimum day will be allowed for such advance calls plus hours or miles (with minimum of 100 miles) of assignment. If call is set back more than two hours, pay will be considered as starting two hours later than bulletined time of going to work.

**RULE 14**

**HELPER SERVICE - ASSIGNED**

**Rates of Pay**

- (a) Engineers regularly assigned to helper service between each:
  - 1 - Belen and Dalies;
  - 2 - Seligman and Flagstaff;
  - 3 - Needles and Danby;
  - 4 - Hector and Goffs;
  - 5 - Mojave and Bakersfield;
  - 6 - San Bernardino and Victorville;
  - 7 - 22nd St. - San Diego and Del Mar,

shall be paid the rates expressed in through freight service, as per class of engine.

**Basic Day**

(b) One hundred (100) miles or less, eight (8) hours or less (straightaway or turnaround), shall constitute a day's work; miles in excess of one hundred (100) will be paid for at the mileage rates provided, according to class of engine or other power used.

**Overtime**

(c) On runs of one hundred (100) miles or less, overtime will begin at the expiration of eight (8) hours; on

## **Rule 15**

runs of over one hundred (100) miles, overtime will begin when the time on duty exceeds the miles run divided by 12½. Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to class of engine or other power used.

### **Guarantee**

(d) Engineers assigned to helper service exclusively shall receive one day's pay at the rate paid for last service performed, for each calendar date, if not called for duty, and such allowance shall be made in addition to any overtime earned; except that such part of a second day, started on the previous date, as extends beyond midnight will be used in making up payments for a "no call" day. No part of a single day of previous date, or overtime of same, that extends beyond midnight will be used in making up payment for a "no call" day.

(f) If an engineer has been in actual service less than eight (8) hours (or miles one hundred (100)) and for reasons of his own does not render further service, only actual hours or miles will be allowed.

## **RULE 15**

### **YARD SERVICE**

#### **Rates of Pay**

(a) Rates are those shown in Appendix "A".

#### **Basic Day**

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

#### **Overtime**

(c) Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; all time worked in excess of eight (8) hours continuous service in a twenty-four (24) hour period shall be paid for as overtime on the minute basis, at one and one-half times the hourly rate, according to class of engine.

In the application of this rule, the following shall govern:

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

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

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

A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

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

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

Note: Where a seniority board is in effect and where there is a man or men on the board available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

## **Rule 15**

(Paragraph (c) is taken from August 11, 1948 National Agreement.)

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

(e) Engineers shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew. So far as is practicable, assignments shall be restricted to eight (8) hours' work.

(f) There shall be a specified point for going on and off duty, and engineers will go off duty at the location at which they went on duty.

### **Fixed Starting Time**

(g) Regularly assigned yard crews shall each have a fixed starting time, and the starting time of an engineer will not be changed without at least 48 hours advance notice.

Where six or seven day yard assignment is to be held in, engineer will be given not less than eight hours advance notice.

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

(i) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in paragraph (h).

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

(k) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in paragraphs (h) or (j).

(l) At points where only one yard crew is regularly

employed, they can be started at any time, subject to paragraph (g).

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

**Yard Engineers Not to Be Used in Road Service**

(n) Where regularly assigned to perform service within switching limits, yard engineers shall not be used in road service when road engineers are available, except in case of emergency. When yard engineers are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service. It is agreed that the territory between Bakersfield and Kern Junction, and San Diego and National City is recognized switching limits.

**Yard Assignments Held In**

(o) When a regular yard assignment is held in on any day it is advertised to work the engineer assigned thereto and who is held in will be paid one yard day if another crew performs fifty (50) per cent or more of the service usually performed by the crew of which the engineer held in is a member; but if another crew performs less than fifty (50) per cent of the service usually performed by the crew held in the engineer held in will not be entitled to any compensation by reason thereof.

**Rights to Preferred Work**

(p) Rights to preferred work in switching service shall be based on seniority. All permanent vacancies shall be advertised in the same manner that road work is and closed in by bids. An engineer in switching service will have the right to take the yard, or shift, or class of work in a yard, or engine paying the higher or lower rate of pay, which he deems preferable. An engineer who refuses

## **Rule 15**

what he deems preferred work in this class of service forfeits his right to such place until it again becomes vacant, except in case of senior engineer being displaced through no fault or action of his own, when said engineer who has been displaced as above shall have a claim to any remaining place in the service to which his seniority will entitle him.

### **Bulletining New or Vacant Assignments**

(q) All newly created assignments known to be of two weeks or more duration, or vacant assignments, will be bulletined for a period of five days, unless a shorter period of time shall be agreed upon between the Division Superintendent and the Local Chairman, after which the oldest bidder will be placed upon the assignment without unnecessary delay.

(r) Switch engines known to be required five days or more per week will be considered regular and bulletined; if no bids are received for five day assignments bulletined under the provisions of the foregoing paragraphs, the oldest engineer laid off or demoted will be assigned. Assignments will be declared vacant and rebulletined under any one of the following conditions:

- (1) When there is a change of one hour or more in time of going to work;
- (2) When the working days are increased or decreased one or more per week during fourteen consecutive days;
- (3) When the point of going on or off duty is changed one mile or more;
- (4) When layover day is changed.

### **Assigned Engineer's Right to Work Extra Yard Engine**

(s) An engineer on less than seven day assignment in yard service, including regular relief assignment having different starting time on different dates may be permitted to work an extra yard engine provided such extra engine goes to work within the same spread of starting time hours (6:30 to 8:00 a.m.; or 2:30 to 4:00 p.m.; or 10:30 p.m. to midnight) or if assigned to trick not in

## **Rule 16**

continuous service, which has starting time other than above, then he may work an extra engine starting within one hour and thirty minutes of starting time of his assignment, either before or after. It is understood that in such circumstances time and one-half will not apply, except as to overtime on such trick.

With respect to an engineer on a regular relief assignment having different starting time hours on different dates, his starting time hours insofar as the application of this paragraph(s) will be considered that of the starting time of the assignment last worked by him prior to his days off.

It is further understood that any engineer desiring to avail himself of the provisions of this rule must file a written application with the Crew Clerk or other Company Representative in charge of handling crews as a means of advising the Carrier of his availability and desire to perform extra service on his days off. Such written application to remain in effect until cancelled by the individual. An engineer after having filed a written application to perform excess work under this rule, will be required when called as a result thereof to protect the service for which called unless there are circumstances that would warrant excusing him from protecting the service.

An engineer on a regular or regular relief assignment who does not make written application to work on his days off or to work so called tag end day jobs under the provisions of Section 13 of Rule 16 will not be used on his days off when other engineers who have made written application for such work are available and can be used, it being further understood that if an employee not having made written application for excess work in addition to his regular or regular relief assignment, but nevertheless is called and used to perform such excess work on his days off will be compensated for such service in accordance with Section 5, paragraph (b) of Rule 16.

## **Rule 16**

### **RULE 16**

#### **FIVE DAY WORK WEEK - YARD SERVICE**

##### **Section 1**

Beginning on the date this Rule 16 becomes effective on any carrier, such carrier will establish for engineers and firemen, and helpers on other than steam power, in yard, transfer, and belt line service, or combinations thereof, and hostlers and hostler helpers, represented by the Brotherhood of Locomotive Engineers, a work week of five basic days. Except as otherwise provided in this Rule 16, the work week will consist of five consecutive days with two days off in each seven. The foregoing work week rule is subject to all other provisions of this agreement.

##### **Section 2**

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

##### **Section 3**

(a) When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men or unassigned employees.) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving

(b) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3(a), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving.

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

(d) Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in (a) and (b) of this Section 3.

(e) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

**Section 4**

(a) ACCUMULATION. - Agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

(b) DAYS OFF. - In cases where day or days off is to be filled which cannot be made a part of a regular assignment at an outlying or small yard and there are no extra men at the point, by agreement between representatives of the carrier and the organization, such day or days may be filled by using the regular men and be paid for at straight-time rate.

(c) NON-CONSECUTIVE DAYS. - If the representa-

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tives of the parties fail to agree upon the establishment of non-consecutive days off at any point, the carrier may nevertheless establish non-consecutive days off subject to the right of the employees to process the dispute as a grievance or claim under the rules agreement.

### **Section 5 - Regular Employees**

(a) Existing rules which relate to the payment of daily overtime for regular assigned employees and practices thereunder are not changed hereby and shall be understood to apply to regular assigned relief men, except that work performed by regular assigned relief men on assignments which conform with the provisions of Section 3 of this Rule shall be paid for at the straight-time rate.

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

- (1) As provided in Section 4 (a) and (b);
- (2) When changing off where it is the practice to work alternately days and nights for certain periods;
- (3) When working through two shifts to change off;
- (4) Where exercising seniority rights from one assignment to another;
- (5) Where paid straight-time rates under existing rules or practices for a second tour of duty in another grade or class of service.

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

(c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at

straight-time rate for work referred to in paragraph (b) of this Section 5, be utilized in computing the five straight-time eight-hour shifts referred to in such paragraph (b) of this Section 5, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours. Existing rules or practices regarding the basis of payment of arbitraries or special allowances and similar rules are not affected by this agreement.

(d) Any tour of duty in road service shall not be considered in any way in connection with the application of this agreement, nor shall service under two agreements be combined in computations leading to overtime under the five-day week.

**Section 6 - Extra Employees**

(Not applicable on this property. For proper handling of road-yard extra lists see Section 13(b) of this Rule 16).

**Section 7**

The provisions of Section 7 are now incorporated in the Schedule as Rule 63 - Vacation Agreement.

**Section 8**

Existing weekly or monthly guarantees in yard or hostling service producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this Rule 16 shall be construed to create a guarantee where none now exists.

**Section 9**

(a) All regular or regular relief assignments shall be for five consecutive calendar days per week of not less than eight consecutive hours per day, except as otherwise provided in this Rule 16.

(b) An employee on a regular or regular relief assignment who takes another regular or regular relief assign-

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ment, will take the conditions of that assignment, but if this results in the employee working more than five days in the period starting with the first day of his old work week and ending with the last day of his new work week, such day or days will be paid at straight time rate.

(c) A regular assigned employee in yard service, who under schedule rates goes on an extra board, will be governed thereafter by provisions of Section 13(b), hereof.

(d) An employee who leaves an extra board for a regular or regular relief assignment will work the days of his new assignment at straight time rate, without regard to the number of days he may have worked on an extra board.

(e) Except as provided in paragraphs (b), (c) and (d) of this Section, regular employees will not be permitted to work more than five straight-time eight-hour shifts in a work week, in yard or hostling service, excluding the exceptions from the computations provided for in Section 5, paragraphs (b) and (c).

### **Section 10**

(a) The provisions of this Rule 16 applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof.

(b) None of the provisions of this Rule 16 relating to starting time shall be applicable to any classification of employees included within the scope of this Rule 16 which is not now subject to starting time rules.

### **Section 11**

Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards and the operation of working lists, etc., shall be changed or eliminated to conform to the provisions of this Rule 16 in order to implement the operation of the reduced work week on a straight time basis.

### **Section 12**

The parties hereto having in mind conditions which

exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the Officer designated by the carrier, may enter into additional written understandings to implement the purposes of this Rule 16, provided that such understandings shall not be inconsistent with this Rule 16.

(Except as otherwise indicated in the foregoing, Sections 1 through 12 of this Rule 16 taken from the May 23, 1952 National Agreement.)

**Section 13**

In the application of the aforementioned agreements, the following will govern:

(a) At outlying points or small yards, such as Barstow, Riverbank, Mormon and Gallup, where days off are to be filled which cannot be made a part of a regular assignment, such days off will be filled by the senior regular man working at the point, who has made written request to protect the work and will be paid for the service at straight-time rates. Extra men will have no claim because of using regular men under this paragraph.

(b) The provisions of Section 6 will not be applicable to combination road-yard extra lists and engineers assigned to such lists will continue to work first-in, first-out and be paid in accordance with schedule rules in effect prior to adoption of the Five Day Work Week Agreement.

**RULE 17**

**INCIDENTAL YARD PUSHER AND  
WORK TRAIN SERVICE**

(a) If an engineer in yard service pushes a train departing from the terminal inside recognized switching limits or couples into a train which has arrived at a terminal and has reached the recognized switching limits and assists such train in the yard, the yard engineer will be paid yard rate applicable to the engine used for his tour of duty. Likewise, if an engineer in yard service is

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required to perform incidental work train service such as unloading a car of sand, gravel or other company material within recognized switching limits, he will be paid yard rate for that tour of duty.

(b) If an extra yard engine is called for work train service in recognized switching limits, such engine will not be used to perform general yard switching, and if so used, the engineer will be allowed one day at work train rate, plus one day at yard rate.

(c) This rule will not abridge settlement contained in letter of January 16, 1943, file 17-E-7279, covering claim of Engineer who was assigned to work train service in San Diego yard and not used in such service but pressed into yard service, August 24, 26, 27 and 28, 1942, which was disposed of by payment of a no-service day in work train service in addition to yard pay and overtime earned.

(d) It is also agreed that this rule will not abridge settlement in the claim of engineer of the Valley Division, of December 16 and 21, 1942, when called for yard work train and required to finish out day with general yard switching, which was settled by payment of one day at work train rates and one day at yard rates.

(e) If a yard engineer is required to push a train beyond recognized switching limits or is required to go outside of switching limits to pull a train in, he will be paid a day at through freight rate, plus a day at yard rate, except that this will not supersede the provisions of paragraph (n) of Rule 15, which provides for payments to be made when engineers are used outside of recognized switching limits in emergency.

(f) When yard engineers are used to assist another train or perform incidental work train service within recognized switching limits as provided herein, no claim will be presented on behalf of pool or extra engineers who are not used for the service.

**RULE 18**

**SWITCHING AND INTERCHANGE SERVICE  
SWITCHING LIMITS  
ROAD/YARD MOVEMENTS**

**Section 1**

**Switching Service for New and Other Industries**

(a) Where, after the effective date of the May 23, 1952 Agreement, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with either roadmen or yardmen, or both, without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four (4) miles from the switching limits. Other industries located between the switching limits and such new industries may also be served by either road or yard men 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.

(b) When service is performed outside of switching limits by yard men under the above provisions, the yard engineer or yard engineers 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 industries in accordance with this rule and a statement of such time shall be furnished the BLE General Chairman or General Chairmen representing yard and road engineers by the carrier each month. The BLE General Chairman or General Chairmen involved may at periodic intervals of not less than three months designate a plan for apportionment of time whereby road engineers from the seniority district on which the industries are located may work in yard

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service under yard rules and conditions to offset the time consumed by yard crews outside the switching limits. Failing to arrange for the apportionment at the indicated periods they will be understood to have waived rights to apportionment for previous periods. Failure on the part of employee representatives to designate an apportionment, the carrier will be under no obligation to do so and will not be subject to claims.

(c) This rule shall in no way affect the servicing of industries outside yard or switching limits at points where no yard crews are employed.

(d) The foregoing is not intended to amend or change existing agreements involving full time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in paragraph (a) herein that have been negotiated on individual properties since the national agreement of 1952.

(Article III of National Agreement dated May 13, 1971.)

## **Section 2**

### **INTERCHANGE SERVICE - YARD, BELT LINE AND TRANSFER CREWS**

1. Where a carrier has the right to make interchange movements with yard, belt line or transfer engine crews such crews may be required to handle interchange movements to and from a connecting carrier without being required to run light in either direction.

Note: This provision does not preclude the carrier from making interchange movements on tracks over which it may acquire rights to operate in the future, nor does it preclude the employees from opposing the granting of such rights.

2. Work equities between carriers previously established by agreement, decision or practice, will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange

movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.

3. Where a carrier does not now have the right to designate additional interchange tracks it may designate such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins designating additional interchange tracks hereunder will be furnished the General Chairman or General Chairmen involved prior to the effective date.

4. If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

5. The foregoing provisions are not intended to impose restrictions with respect to interchange operations where restrictions did not exist prior to the date of this Agreement.

6. Every employee deprived of employment as the direct or indirect application of the foregoing provisions shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936, except that the 60% of the average monthly compensation will be changed to 100% (less earnings in outside employment) and be extended to provide periods of

## **Rule 18**

payment equivalent to length of service not to exceed 5 years, and to provide further that allowances in Section 7(a) be increased by subsequent general wage increases.

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 and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article.

(Article IV of National Agreement dated May 13, 1971.)

## **Section 3**

### **Switching Limits**

(a) 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, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The Carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding. In the event the Carrier and the General Chairman or General Chairmen cannot so agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within sixty days following the date of the last conference. The Carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman or General Chairmen shall designate the exact questions or conditions such General Chairman or General Chairmen desire to submit to arbitration. Such questions or conditions shall constitute the questions to be submitted to arbitration. The decision of the Arbitration Board will be made within 30 days after the Board is created, unless the parties agree at anytime upon an extension of this period. The award of the Board shall be final and binding

on the parties and shall become effective thereafter upon 7 days notice by the Carrier.

(b) This rule shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

(Article II of National Agreement dated May 13, 1971.)

#### **Section 4**

##### **Road/Yard Movements**

1. A road freight engine crew may be required to perform the following work in connection with its own train at points where yard crews or hostlers are employed:

(a) After picking up train and commencing outbound trip, may make an additional pickup of cars within the limits of its initial terminal.

(b) Set out cars at one location within the limits of its final terminal in addition to the final yarding of its train.

(c) Make one pickup and/or set out at each intermediate point between the limits of the crew's initial and final terminals.

(d) All movements referred to in paragraphs (a), (b) and (c) above, including picking up train to commence out-bound trip at initial terminal and final yarding of train at final terminal shall be confined to straight pick ups and set outs not involving the handling of cars not in its train or to be placed in its train, and the minimum number of tracks will be used provided that the carrier shall have the right to select the tracks used, and provided further that where it is necessary to use more than one such track to hold the cars it is not required that any track be filled to capacity.

Note: For purposes of this rule, the crew's initial and final terminal shall be the recognized terminals established by agreement or practice, and locations shall be those embraced within the confines of the established and recognized switching limits of such terminals.

## Rule 18

(e) Set out defective or bad order cars in its own train.

(f) Handle engine and caboose in connection with its own train as follows:

Initial Terminal: Take charge of its engine (units) to be used in its train at the engine house or ready track and handle the engine (units) (including all units connected to the operating unit or units) to the departure track; handle its caboose car and connect it to its own train, except that the crew will not be required to switch out its caboose from the caboose or lay-up track.

Final Terminal: Handle a caboose car of its own train to the caboose or lay-up track and/or couple its own caboose to another outbound train; deliver all units connected to the operating unit or units to the engine house facilities or lay-up track.

Note: The foregoing provisions of this subsection (f) shall not be construed to change existing rules covering the preparation or laying up of locomotives.

(g) Exchange engine and caboose of its own train.

2. Work that may be required of a road freight engine crew under paragraph 1 above, may include the performance of interchange movements as specifically set forth below:

(a) Receive its over-the-road train from a connecting carrier or deliver its over-the-road train to a connecting carrier with or without the motive power and/or caboose, provided such train is a solid train and moves from one carrier to another intact, and further provided, that such movements are confined to tracks on which the carrier now has the right to operate with road, yard or transfer engine crews. The acceptance of a solid train from a connecting carrier shall be considered a pick up, either the original pick up to commence outbound trip or the additional pick-up, as provided for under paragraph 1(a) of this section. A road freight engine crew performing interchange movements may only deliver its over-the-road

train to the connecting carrier, and shall not be required to make any set outs at its final terminal.

Note: This provision does not preclude the carrier from making such interchange movements over tracks of another carrier on which it may acquire rights to operate in the future, nor does it preclude the employees from opposing the granting of such rights.

(b) When a road freight engine crew engaged in a solid train movement referred to in (a) above is not required to receive its motive power at its on-duty point, or deliver same to its off-duty point, the carrier shall authorize and provide suitable transportation for the engine crew from its on, or to its off-duty point.

Note: Suitable transportation includes carrier owned or provided passenger carrying motor vehicles or a taxi, but excludes other forms of public transportation.

(c) Crews engaged in solid train movements referred to in paragraph (a) above will not have their on or off-duty points changed by reason of such movements, except by agreement.

3. Except as may be provided for in this Section 4, road engine crews will not be required to perform work on tracks of another carrier where road and/or yard crews do not now have the right to do so.

Note: This provision does not preclude the carrier from acquiring the right to perform work on the connecting railroad with road and/or yard crews, nor does it preclude the employees from opposing the granting of such rights.

4. When work is performed by a road freight engine crew, as provided in paragraphs 1 and 2 above, such work shall be considered as part of its road trip, and additional compensation for such work shall not be paid under either road, yard or hostling rules or regulations. Provided further, however, that rules or regulations

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which now provide for payments to road crews for performing work in excess of, or other than that enumerated herein, will not be affected by the provisions of this Section 4.

Note: Rules or regulations not affected include, but are not limited to, initial and final terminal delay rules and conversion rules.

5. When a road crew performs work as provided herein, neither yard engine crews nor hostlers shall be entitled to any penalty pay or other compensation. There will be no change in work permitted or in the compensation paid to combination assignments, such as mine runs, tabulated assignments, etc.

6. The foregoing provisions of this Section 4 are not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement.

7. Every employee deprived of employment as the direct or indirect application of the foregoing provisions shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936, except that the 60% of the average monthly compensation will be changed to 100% (less earnings in outside employment) and be extended to provide periods of payment equivalent to length of service not to exceed 5 years, and to provide further that allowances in Section 7(a) be increased by subsequent general wage increases.

If any protective benefits greater than those provided in this section are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this section.

(Article V of National Agreement dated May 13, 1971.)

**RULE 19**

**SENIORITY AND PROMOTION**

(a) Firemen shall rank on the firemen's roster from the date of their first service as firemen when called for such service, except as provided in paragraph (k), and when qualified shall be promoted to positions as engineers in accordance with the following rules:

(b) Firemen shall be examined for promotion according to seniority on the firemen's roster, and those passing the required examinations shall be given certificates of qualification, and when promoted shall hold their same relative standing in the service to which assigned.

(c) If for any reason the senior eligible fireman or engineer to be hired is not available and junior qualified fireman is promoted and used in actual service out of his turn, whatever standing the junior fireman so used establishes shall go to the credit of the senior eligible fireman, or engineer, to be hired, provided the engineer to be hired is available and qualifies within thirty days. As soon as the senior fireman, or engineer, to be hired is available, as provided herein, he shall displace the junior fireman, who shall drop back into whatever place he would have held had the senior fireman to be promoted, or engineer to be hired, been available and the junior fireman not used.

Example: The fireman eligible for promotion and establishment of seniority date stand in the order named; i.e., Jones, Brown, Smith and Green. Jones and Brown are not available. Smith is used as engineer and he thereby establishes seniority for Jones. Smith is continued in service as an engineer for several trips. On the theory that if Jones had been available he would have made all of the trips made by Smith, only Jones' seniority would be established by the several trips made by Smith. If, though, Jones returned and went out as engineer, and Smith continued as engineer another trip after Jones was available to be used, then Smith would establish seniority for Brown. If, while Smith was out working as engineer

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on Brown's seniority, Green should be used, he would establish seniority for Smith. In other words, Smith, being used out of turn because senior men not available, would only establish seniority for one senior man regardless of number of trips, if all of those trips could have been made by the senior man if he had been working on the service performed by Smith, the junior man.

Note: Qualification, as referred to herein, is not intended to include learning of road or signals.

### **Qualifying for Service –**

#### **First District Los Angeles Division**

Firemen on the Los Angeles Division having passed examination as engineer, before being placed upon the engineers' board, must first qualify for service as engineer on the First District. In order to so qualify they will be permitted, on order from the Master Mechanic, to displace the junior firemen in chain gang freight service on that district.

Those having had twelve months experience in freight service on the First District, within a period of three years immediately prior to promotion shall remain for a period of thirty days, and those not having had twelve months' experience on the First District within such period will remain on the district sixty days. If, in either case, the road foreman of engines is convinced that a fireman lacks the necessary experience to handle a train on the mountain he will be required to remain in firing service on the First District until qualified, and if unable to qualify within an additional thirty-day period, and his turn has arrived to be placed on engineers; extra board, it will be considered that he has failed to properly qualify for promotion.

If, because of shortage of engineers, it becomes necessary to use one of the promoted men in the Valley before he has qualified on the mountain, he will be required to go to the First District as Fireman to so qualify, as soon as he can be relieved.

Firemen having qualified for service, as above, may within seven days, if not placed on Engineers' extra board, displace junior fireman, in accordance with seniority rules, as though he had been displaced through no fault or action of his own.

(d) As soon as a fireman is promoted he will be notified in writing by the proper officials of the Company of the date of his promotion, and unless he files a written protest within sixty days against such date, he cannot thereafter have it changed. When a date of promotion has been established in accordance with regulations, such date shall be posted and if not challenged in writing within sixty days after such posting, no protest against such date shall afterwards be heard.

(e) No fireman shall be deprived of his rights to examination, nor to promotion in accordance with his relative standing on the firemen's roster, because of any failure to take his examination by reason of the requirements of the Company's service, by sickness, or by other proper leave of absence; provided, that upon his return, he shall be immediately called and required to take examination and accept proper assignment.

**Posting Seniority List**

(f) The posting of notice of seniority rank, as per paragraph (d), shall be done within ten days following date of promotion, and such notice shall be posted on every bulletin board of the seniority district on which the man holds rank.

Seniority date of hired engineer will be posted within ten days of date hired and unless he files a written protest within sixty days against such date he cannot thereafter have it changed.

**Eligibility for Service As Engineer**

(g) Firemen having successfully passed qualifying examinations shall be eligible as engineers. Promotion and the establishment of a date of seniority as engineer, as provided herein, shall date from the first service as

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engineer, when called for such service, provided there are no demoted engineers back firing. No demoted engineer will be permitted to hold a run as fireman on any seniority district while a junior engineer is working on the engineers' extra list or holding a regular assignment as engineer on such seniority district, except as provided in paragraph (j), Rule 20.

Note: Where promotion is to road service only, promotion and establishment of seniority date as road engineer will obtain.

(h) On a seniority district where firemen are required to fire less than three years, all engineers will be hired;

If required to fire three and less than four years, one promoted to one hired;

If required to fire four and less than five years, two promoted to one hired;

If required to fire five and less than six years, three promoted to one hired;

If required to fire six and less than seven years, four promoted to one hired;

If required to fire seven and less than eight years, five promoted to one hired;

On seniority districts where firemen are required to fire eight years or more, all engineers will be promoted.

The foregoing will not prevent committee from having discharged engineers re-employed or reinstated on their former seniority districts at any time.

### **Seniority Date - Hired Engineer**

(i) If the engineer to be hired is not available when needed and the senior qualified fireman is promoted, the date of seniority thus established shall fix the standing of the hired engineer, who, if available and qualified within thirty days from date senior qualified fireman is promoted, will rank immediately ahead of the promoted fireman. The promoted fireman will retain his date of seniority as engineer and will be counted in proportion of promotion.

(j) In case an engineer is hired and used in actual service when, under requirements of paragraph (h), a fireman (or firemen) should have been promoted, the date of seniority thus established shall fix the standing of the senior qualified fireman (or firemen) due to be promoted, provided he or they are eligible and qualify within thirty days, who shall rank immediately ahead of the hired engineer on the engineers' seniority list. The hired engineer will retain his date of seniority and be counted in proportion of engineers to be hired.

(k) The seniority date of the hired engineer shall be the date of his first service as engineer, except as provided in paragraphs (c), (i) and (j) of this rule. It is further provided that engineers hired, or permanently transferred from one seniority district to another on any railroad shall be given a date of seniority as fireman corresponding with their date as engineer. This clause effective May 4, 1918.

### **Qualifications for Promotion**

(l) Except as otherwise provided in Appendix 17, firemen will not be eligible for promotion unless they have had three years' experience as firemen in road service on the railroad covered by this schedule. A fireman failing to pass a satisfactory examination for promotion shall forfeit his right of promotion for a period of six months, but will retain his rights as fireman. A fireman who fails to pass an examination and is held off for a six months later examination, will, if he passes, take such rank as his place in the seniority of firemen's list entitles him to except in the case of junior fireman having been promoted and his seniority established. Firemen failing to pass a second examination for promotion shall, at the discretion of the Mechanical Superintendent, be dismissed or assigned to other service.

Note: Refer to Appendix 17 for details of Brotherhood of Locomotive Engineers Apprentice Engineer Training Program.

## **Rule 19**

### **Seniority Districts - Road Engineers**

(m) For the purpose of determining seniority for engineers and firemen there shall be seven districts:

- (1) From Albuquerque and Belen to and including Gallup yard, and Gallup Coal Runs;
- (2) From Gallup to and including Winslow yard;
- (3) From Winslow to and including Seligman;
- (4) South of Ash Fork (including Ash Fork yard) and east of Parker (including Parker yard)
- (5) From Seligman and Parker to and including Bakersfield yard;
- (6) West of Bakersfield; and
- (7) South of Barstow.

### **Seniority Districts - Yard Engineers**

(n) For the purpose of determining the seniority of switch engineers, who are now fixtures, there shall be five districts:

- (1) From Belen and Isleta to and including Gallup, and the Gallup Coal Runs;
- (2) From Gallup to and including Seligman, but excluding Ash Fork yard;
- (3) From Seligman to and including Bakersfield;
- (4) West of Bakersfield;
- (5) South of Barstow.

### **Seniority Districts – Hostlers**

(o) for the purpose of determining hostlers' seniority there shall be seven districts:

- (1) From Belen and Isleta to and including Gallup;
- (2) West of Gallup to and including Winslow;
- (3) West of Winslow to and including Seligman, excluding Ash Fork;
- (4) Ash Fork and south thereof, and east of Parker;

- (5) West of Seligman to and including Bakersfield;
- (6) West of Bakersfield; and
- (7) South of Barstow.

**RULE 20**

**INCREASE AND REDUCTION IN WORK FORCE**

(a) When, from any cause, it becomes necessary to reduce the number of engineers on the engineers' working list of any seniority district, those taken off may, if they so elect, displace any fireman their junior on that seniority district under the following conditions:

First: That no reductions will be made so long as those in assigned or extra passenger service are earning the equivalent of 4,000 miles per month; in assigned, pool or chain gang freight, or other service paying freight rates, are averaging the equivalent of 3,200 miles per month.

Second: That when reductions are made they shall be in reverse order of seniority except that on the Los Angeles and former Arizona Divisions the handling will be that prescribed in Appendices 1 (former Arizona Division) and 2 (Los Angeles Division).

Note: No engineer will be returned to firing service except as provided herein.

(b) Engineers taken off under this rule shall be returned to service as engineers in the order of their seniority as engineers, and as soon as it can be shown that engines in assigned or extra passenger service can earn the equivalent of 4,800 miles per month; in assigned, pool, chain gang or other regular service paying freight rates, the equivalent of 3,800 miles per month.

(c) In the regulation of passenger and other assigned service, sufficient men will be assigned to keep the mileage or equivalent thereof within the limitation of 4,000 and 4,800 miles for passenger and 3,200 and 3,800 miles for other regular service, as provided herein. If, in any

## Rule 20

service, additional assignments would reduce earnings below these limits, regulations will be effected by requiring the regular assigned man or men to lay off when the equivalent of 4,800 miles in passenger or 3,800 miles in other regular service has been reached.

(d) -1. On road extra lists a sufficient number of engineers will be maintained to keep the average mileage, or equivalent thereof, between 2,600 and 3,800 miles per month; provided, that when men are cut off the working lists and it is shown that those on the extra lists are averaging the equivalent of 3,100 miles per month, men will be returned to the extra lists if the addition will not reduce the average mileage, or equivalent thereof, below 2,600 miles per month.

2. In assigned yard service, regulation will be made by requiring each regularly assigned man to lay off when he has earned the equivalent of 35 days per month.

3. In extra yard service, a sufficient number of engineers will be maintained to keep the average earnings between 26 and 35 days per month; provided, that when men are cut off the lists and it is shown that men are averaging the equivalent of 31 days per month, men will be returned to service, if the addition will not reduce the average earnings below 26 days per month.

4. Engineers used in combination freight and passenger service will be permitted to make the equivalent of 3,800 miles in freight service. This shall not be construed to modify section one of this paragraph regulating mileage of men in extra service.

5. In the regulation of mileage neither the maximum or minimum is guaranteed.

6. Under the provisions of the above rules it is understood that after all engineers who have been taken off have been returned to service as engineers, the 3,100 mileage replacement for Road Extra Men and the 31 days replacement for Yard Extra Men shall not apply with respect to further additions.

(e) When regulating working lists in the respective classes of service, each list will be handled separately.

(f) It shall be understood that the limitations of mileage expressed in this rule shall not preclude the officials of the railroad from requiring engineers and firemen to make mileage in excess of the above limitations when necessity of the service requires it.

(g) When hired engineers are laid off on account of reduction in service, they will retain all seniority rights; provided they return to actual service within thirty days from the date their services are required.

(h) When an engineer or fireman is out of service because of a reduction in force, and there is a shortage of men on another seniority district covered by this contract he may be given temporary employment thereon, and will retain his seniority on his home district, as well as on the district where temporarily employed, subject to the provisions of paragraph (g) of this rule, but he must immediately surrender his seniority on one of the districts when his services are needed on both districts at the same time, and will at that time file with the Master Mechanic written notice designating what district he elects to retain his seniority on.

It is understood that this paragraph is not to be applied in conflict with paragraph (h) of Rule 19.

(i) Engineers, after being permanently located on the districts, who shall be transferred at the request of the Company, shall have the privilege of returning to their respective districts before any others are hired or promoted on the districts from which they were transferred, and under such conditions will be furnished free transportation for themselves, their families and household goods, and will be similarly accommodated when transferred in the exercise of their seniority rights.

### **Reducing Extra Boards**

(j) When engineers' extra board is reduced the following will govern, except at Needles where first and second paragraphs are modified by paragraph (k) hereof.

## Rule 20

If, when an extra board is reduced, one of those cut off is senior to an engineer on a regular assignment, all but the senior man cut off will be permitted to exercise their seniority at once. The senior man cut off will be given the time stipulated in paragraph (j) of Rule 21 in which to exercise seniority (except that if cut off the engineers' extra board he will not be permitted to return to firing service) at the end of which time, if he has not elected to exercise seniority, he will be compelled to displace the man junior to him who is holding a regular assignment; the latter then to exercise his seniority. The Company is not to be committed to any additional expense for deadheading in such circumstances.

If, when the extra board is cut, there are two (or more) men holding regular assignments junior to two (or more) men cut off on the extra list, all but the two (or more) senior men cut off may immediately exercise their seniority. The two (or more) senior men will be given the time stipulated in paragraph (j) of Rule 21 in which to exercise their seniority, failing in which at the end of such time they will be compelled to displace the two (or more) junior men on regular assignments and in the order of their seniority; that is the oldest man relieving the oldest and so on down. The Company is not to be committed to any additional expense in deadheading.

If, when an extra board is reduced, any man cut off is holding a temporary vacancy on a run that ties up at other than the home terminal, if such temporary assignment has more than 24 hours yet to run on the former Arizona and Albuquerque Divisions, 48 hours yet to run on the Los Angeles Division and four days (96 hours) yet to run on the Valley Division, extra man first out on the extra board will be deadheaded out, without pay, to relieve him. The man cut off will deadhead back without pay. The extra man sent out will be paid for return deadhead trip; in other words, one round trip deadheading will be paid for in filling the temporary vacancy. If the

vacancy is for 24 hours or less on former Arizona and Albuquerque Divisions, 48 hours or less on the Los Angeles Division and four days (96 hours) or less on the Valley Division (from the time the extra board is reduced) the extra man filling such temporary vacancy will remain thereon until the close of the same but not for more than the time specified herein for each division. In the latter case other men cut off may exercise their seniority without regard to their seniority standing with the one holding the outlying temporary vacancy.

### **Increasing and Reducing Needless Extra Board**

(k) When the engineers' extra board is reduced, if there is an engineer on an outlying assignment junior to those cut off extra board, the senior engineer cut off extra board will be assigned to relieve the junior engineer at outlying point within twenty-four hours, if available. If not available at time assignment is made, he will relieve the junior engineer as soon as he is available within twenty-four hours. In case the senior engineer cut off is not available account of laying off before assignment is made, the next senior engineer cut off the extra board will be assigned and must relieve the junior engineer on outlying assignment within twenty-four hours. All the other junior men cut off will be permitted to exercise their seniority at once, the junior engineer will exercise his seniority as soon as relieved. The Company is not to be committed to any additional expense for deadheading in such circumstances.

When the engineers' extra board is increased, if there is an engineer on an outlying assignment, whose application for the extra board is on file with the Crew Dispatcher, he will be considered placed thereon and counted. The extra board will be filled to quota called for and the next senior demoted engineer will be assigned to relieve the engineer on outlying assignment within twenty-four hours, if available. If not available at the time assignment is made, he will relieve the engineer as soon as he

## **Rule 20**

is available within twenty-four hours. In case the senior demoted engineer is not available on account of laying off before the assignment is made, the next senior demoted engineer will be assigned and must relieve the engineer on the outlying assignment within twenty-four hours. The Company is not to be committed to any additional expense for deadheading in such circumstances.

Note: The same rules to apply if there should be more than one engineer on outlying assignments when extra board is reduced or increased.

### **Increasing Los Angeles Division Extra Boards**

(l) When increasing the engineer's extra board, and the men to be placed on the board are to be taken from switch engine assignments, we will, instead of rotating the switch engine assignments pending closing of the bids, place the youngest men, who are to be added to the list, on the switch engine assignments until the bids are closed. In case some one already in yard service is the successful bidder thus throwing open another yard assignment for bids, the youngest man or men will be moved over to the second assignment pending the closing of the bids. If no bids received, it will be necessary for these youngest men (who have been holding the assignments) to continue to hold the same. It is understood that all other vacancies than those above described will be handled in the manner already prescribed by the schedule.

(m) Notwithstanding other provisions of this Rule 20, engineers cut off the extra board, or who lose their assignments through no fault or action of their own may be permitted to pass up any engineers yard assignment held by a man who bid in such assignment while working as fireman under the provisions of Appendices 3 or 4.

As to engineers side of yard jobs held by engineers their junior who either bid in such assignments or were forced assigned thereon account no bids received, said engineers who were cut off the extra board or who have lost their regular assignment will be required to displace such men.

**RULE 21**

**RIGHTS TO PREFERRED ASSIGNMENTS**

**BULLETINING VACANT ASSIGNMENTS**

**Rights to Preferred Work**

(a) Rights to preferred runs shall be based on seniority. Senior engineer who refuses what he deems a preferred run forfeits his rights to such run until such run is again vacant, except in case of senior engineer being displaced or run is taken from him through no fault or action of his own, when said engineer who has been displaced shall have a claim on any remaining run his seniority will entitle him to, but must take the assignment held by the youngest man in the class of service or run or district chosen, provided that the mileage, pay or layover is the same, except as provided in paragraph (i) of this rule.

When an engineer has a permanent assignment which he has preferred to a temporary vacancy and later loses his assignment he will, after making displacement on another permanent assignment, be allowed to exercise seniority on any temporary vacancy.

Engineers who are restricted from the service to which assigned will be given a displacement right under the provisions of this rule. When the restriction is lifted, the engineer will be given a displacement right in service from which previously restricted.

When an engineer is displaced or his assignment is cancelled, he will be notified of the fact as soon as possible, but not later than one hour after being displaced or assignment being cancelled.

An engineer reinstated with full seniority rights will take such run as his seniority entitles him to.

**Bulletining New and Vacant Assignments**

(b) All newly created runs known to be of two weeks or more duration, or vacant runs, will be bulletined for

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five days (unless a longer or shorter period is presently in effect on certain districts) except that such time may be extended as necessary to avoid close-out on Sundays and/or holidays, after which the oldest bidder will be placed upon the run without unnecessary delay. If the successful bidder is at an outlying point an extra man, if available, will be used promptly to relieve him except as provided in paragraph (h), the Company to pay the extra man for deadheading in one direction, unless such extra man has been used to fill vacancies involving other than seniority moves, in which case the extra man will be paid for both going and returning trip. An engineer not having had an opportunity to know of such run will not lose his right to the run but will be given the time stipulated in paragraph (j) of this rule in which to displace on the run after he had learned of it. Runs will be bulletined when the mileage is changed ten pay miles or more per day since last bulletined, where train is rerouted or when leaving or arriving time is changed one hour or more, or a change in assignment causes a change of \$15.00 or more per month.

(Refer to Appendix 20 regarding change in assignment caused by veto provisions of Arbitration Award No. 282.)

When there is a change in an advertised assignment, which does not require re-advertisement under the provisions of paragraph (b), whether the change be an addition or elimination of a side trip or the extension or reduction of the limits of the assignment, a bulletin notice will be issued setting forth the change and posted in the book along with other bulletins advertising assignments.

If and when it subsequently becomes necessary to advertise vacancies on the assignment, the readvertisement bulletin will show the corrected limitations resulting from the bulletin notice.

When advertising vacancies on assignments that work a certain number of days and are off for a period of five or more consecutive days, which would normally close

out during the last five days of the working period immediately preceding the days off, they will not be advertised to close out before the last day of the days off period. Successful bidders will be assigned to the run at that time.

**Local, Switch or Tramp Runs**

(c) Bulletins calling for bids for locals, switch runs, or tramp runs will show days per week, territory to be served, and time it is expected engineers will be required to report for duty, and engineers when assigned will be paid mileage or days of assignment.

Engineers will not be assigned for less than six days per week, except assignments may be reduced to five days per week during weeks the following legal holidays occur (or if such holidays fall on Sunday the days generally observed shall be considered the holidays): New Year's Day, Decoration Day, Fourth of July, Thanksgiving Day, Christmas.

Engineers may be called one hour in advance or two hours later than the time established by bulletin without penalty payment; and further, if notified when tying up on previous trip, engineer may, without penalty payment be called two hours in advance of bulletined time of going to work, and if so notified, payment for the day or trip will be on the basis of continuous time from time stated in the notice it was expected engineer would be required to start work. If called in advance of bulletined time to go to work other than as shown above, a minimum day will be allowed for such advance calls plus hours or miles (with minimum of 100 miles) of assignment. If call is set back more than two hours, pay will be considered as starting two hours later than bulletined time of going to work. If starting time varies more than one hour from bulletined hours of going to work for ten days within a spread of fourteen days, runs will be rebulletined for seniority choice.

Local freight runs, switch runs, or tramp runs in effect

## **Rule 21**

for two weeks will be considered regular and will be bulletined for seniority choice, 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.

### **Engineers Not Allowed to Bid In Former Assignment**

(d) When an engineer bids in an assignment he will not be allowed to bid for his former assignment until it has been once filled and again becomes vacant except in event of his being displaced through no fault or action of his own.

An assigned engineer will not be allowed to give up his assignment and go to the extra board unless such extra board is to be increased or there is a vacancy thereon; nor will an engineer be allowed to move from one extra board to another unless there is a vacancy to be filled.

### **Transferred From One Board to Another**

(e) When it is necessary to transfer an engineer from one extra board to another on the same seniority district, the oldest engineer in point of seniority having made application for such transfer will be given the preference in making the change; in case no one desires to transfer, the youngest eligible available engineer will be transferred.

### **Assignment Canceled**

(f) When an engineer bids in an assignment where service is established, and is assigned and assignment is afterwards cancelled, he will be allowed to exercise his seniority on any remaining assignment.

Where run is advertised in advance of establishment of service and then afterwards cancelled without service

having been established, engineer will retain rights to and remain on assignment held prior to placing bid.

**Engineers Forced Assigned**

(g) When no bids are received for a vacancy bulletined under the provisions of the foregoing paragraphs, the oldest engineer laid off or demoted will be assigned, except when no bids are received for vacancy in passenger service, the junior engineer on the extra board will be assigned and if no qualified engineer on the extra board, the junior qualified engineer on the seniority district will be assigned.

In the event more than one vacancy is advertised in bulletins and closed out with no bids on the same day the senior demoted engineer would be assigned to the first vacancy appearing on the bulletin, the second senior demoted engineer to the second vacancy etc., until all vacancies are filled. If such assignment results in a junior demoted engineer being assigned to a vacancy which a senior demoted man prefers to that to which he is assigned, the senior man will be permitted to displace the junior man, provided he does so before he performs service on the vacancy to which he was previously assigned. The individual so displaced will have similar displacement rights on other vacancies closing out in the above procedure but will be restricted to only those assignments which closed out on that particular day.

Example: Four vacancies that are advertised close out with no bids on February 3. The vacancies are as follows:

First vacancy - Midnight yard job

Second vacancy - Day yard job

Third vacancy - Local freight assignment

Fourth vacancy - Through freight assignment

Demoted engineers standing A, B, C and D in seniority order are to be forced assigned:

A will be assigned to the midnight yard job

B will be assigned to the day yard job

C will be assigned to the local freight assignment

## **Rule 21**

D will be assigned to the through freight assignment

In the event A prefers the assignment advertised in second, third or fourth bulletins, he may displace the junior man assigned to that vacancy, provided he does so before working on the assignment covered in the first bulletin. Engineers B, C and D would have the same privilege provided they have not performed service on the assignment to which forced assigned.

If the engineer assigned is not available at the time assignment is made, the vacancy will be protected under temporary vacancy rules.

(h) When an engineer is forced on an outlying assignment because of no bids for such vacancy he will be relieved by first junior man assigned to the extra board with like consideration given succeeding men without readvertising the outlying job oftener than once in each thirty days, only the first and last deadhead trip to be paid for between each advertisement.

### **Placing Bump Bids**

(i) In case an engineer is displaced through no fault or action of his own and there is a vacancy in the class of service chosen he will take such vacancy, putting in a bid for same. If he is outbid on closing of bids he will still have the privilege of exercising seniority rights. Nothing in this paragraph will be construed to give a junior engineer the right to prevent a senior engineer from taking the run or vacancy.

An engineer riding a bump bid and later another engineer is displaced and desires to enter the same class of service, he will displace the youngest man in that service, not necessarily the man riding the bump bid. If the man riding the bump bid is senior to someone else in that service, he would not be displaced.

In order to ride a vacancy on a bump bid, engineer must be senior to all men assigned to the board protecting the vacancy, except that engineer having displacement right will be permitted to place bump bid on advertised vacancy on yard engine or on an outlying

assignment even though he may be junior to the men on the board protecting the work.

An engineer having lost his assignment account it rearranged will be permitted to place a bump bid on the rearranged assignment and work the vacancy pending the closeout of bids, even though he may be junior to the men on the board protecting the work.

**Time Limit for Making Displacement**

(j) An engineer losing his assignment through no fault or action of his own, or who is displaced or cut off the extra board must exercise his seniority rights within the following time limits, or failing to do so, will be required to displace the junior engineer on his seniority district. If working on territory where home rule is in effect will be required to displace junior engineer on that territory.

24 hours on Albuquerque and former Arizona Divisions;

48 hours on Los Angeles Division;

4 days (96 hours) on Valley Division.

Time limit as herein specified means from the time engineer is notified that he has lost his assignment.

An engineer losing an assignment while holding a temporary vacancy at an outlying point will be given the time stipulated in this rule in which to select a permanent assignment after being relieved from the temporary vacancy or vacancies.

**Returning from Vacation Or Leave of Absence**

(k) An engineer returning from vacation or leave of absence may exercise his seniority rights on any run closed out by bulletin while he was on vacation or leave of absence but must do so within the time limits specified in paragraph (j) of this rule and before performing service on his former assignment or lose his right to make displacement.

**Interruption of Service**

(l) When the service on any district has been inter-

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rupted for a period of seven (7) days or more, or it is known that it will be interrupted for such period of time, engineers whose assignments are affected thereby will be allowed to exercise their seniority rights. The Local Chairmen on the districts involved will use their discretion in handling the situation until the next regular mileage check. When regular service is again restored, engineers will return to their original assignment unless they have bid in other assignments during such interruption and desire to retain the latter.

### **Permanent Bid Plan - Applicable on Districts Named Below**

(m) New assignments and permanent vacancies in pool freight service on the First, Second, Third and Kingman Districts of the Albuquerque Division and Needles District of the Los Angeles Division will not be advertised for seniority choice, except as hereinafter provided. In lieu thereof a permanent bid plan is hereby placed into effect and eligible applicants will be permitted to place standing bids for such assignments.

Bids will be made out in duplicate and initialed by employee designed by the Company to receive bids and one copy retained by the applicant. Applicants may make bids for more than one assignment, designating, if they so desire a first, second and third choice, etc. Upon being assigned in accordance with their first choice all second, third, etc. bids will be destroyed. If assigned to their second choice all third and fourth, etc. bids will be destroyed, but first choice bid will be retained on file. A standing bid will remain in effect until the applicant is either assigned to the service for which the bid was placed or bid is cancelled by written notice of the applicant in accordance with the foregoing. Thereafter when a new assignment or permanent vacancy occurs in pool freight service, such will be filled by the senior applicant having on file a bid for such assignment or vacancy.

Engineers who are on vacation or leave of absence at

time assignment is made under this paragraph will not be permitted to displace on such assignments when they return unless, while they were on vacation or leave of absence, their regular assignment was discontinued or they were displaced by a senior engineer.

When a new assignment is created or a vacancy occurs in pool freight service and there are no applications on file for the service, the vacancy will be advertised for seniority choice in accordance with the rules, and if no bids are received, the vacancy will be filled as prescribed by Paragraph (g) of this rule.

Note 1: The provisions of this paragraph (m) are also applicable to new assignments and permanent vacancies in passenger service on the Second and Third Districts.

Note 2: On the Kingman and Needles Districts only, the provisions of this Paragraph (m) are applicable to known temporary vacancies of seven (7) days or more in pool freight service. However if bidding for temporary vacancy bid must so state.

Note 3: The provisions of this Paragraph (m) does not modify or set aside the provisions of Paragraph (i) of this Rule 21 with respect to the placing of bump bids on advertised assignments.

## **RULE 22**

### **TEMPORARY VACANCIES**

(a) When an assigned engineer lays off for a period of less than fifteen (15) days on a run that has home terminal at point where board protecting the work is maintained, such vacancy will rotate from that board. Extra engineers relieving assigned engineers on other runs will take the same conditions as such assigned engineers.

Runs will not be posted as temporary vacancies unless

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engineer has been granted leave of absence of 15 days or more, or until run has actually been vacant for 15 days.

### **On Fourth District Albuquerque Division Only**

When an engineer in any class of service lays off for any cause, including time off on compensated vacation, for a period of fourteen (14) days or more, his assignment or turn will be advertised as a permanent vacancy in accordance with the provisions of paragraphs (a) and/or (b) of Rule 21 and closed out to the senior applicant.

When said engineer laying off returns to work he may displace on his former assignment or run providing it has been bid in by a junior engineer, or should he desire, he may displace on any other assignment or turn that his seniority will permit.

### **Road Service - 15 to 32 Days Temporary Vacancies**

(b) When an engineer assigned in passenger or freight service lays off for fifteen (15) days or more and less than thirty-two (32) days, the senior engineer on the seniority district desiring the vacancy will be allowed to fill same as soon as he is available. Notice of such vacancy will be posted for four (4) days on all bulletin boards on the seniority district, in advance if known in time to permit of so doing. Should no engineer desire the vacancy, the senior engineer laid off or demoted will be assigned thereto, except on assignments having five or more consecutive days off during the time the regular engineer is laying off, forced assignments will not be made until regular time of closeout of bids on last day of days off period.

Note 1:Engineers assigned to passenger service between Gallup and Belen may bid on vacancies on the Gallup-Albuquerque runs.

Note 2:At Needles:

Eligibility to bid in temporary vacancies of fifteen (15) days or more and less than thirty-two (32) days in passenger and freight

service on runs originating at  
Needles is limited as follows:  
Passenger vacancies - to freight and extra engineers;  
Freight service - to extra engineers

Note 3:Freight means all service except passenger and yard.

**Yard Service - 15 to 32 Days Temporary Vacancies**

(c) When an engineer assigned in yard service lays off for fifteen (15) days or more and less than thirty-two (32) days, the senior engineer in yard service in the yard where the vacancy occurs desiring the vacancy will be allowed to fill same as soon as he is available. Notice of such vacancy will be posted for four (4) days on all bulletin boards in the yard where the vacancy occurs, in advance if known in time to remit of so doing. Should no engineer desire the vacancy, the senior engineer laid off or demoted will be assigned thereto, unless the vacancy be a 5-day yard assignment, in which case vacancy will rotate from the extra board, if at a point where such board is located.

**On Los Angeles Division Only**

When an engineer assigned in yard service lays off for fifteen (15) days or more and less than thirty-two (32) days, the senior engineer on the seniority district desiring the vacancy will be allowed to fill same as soon as he is available.

**Road and Yard Service - 32 Days or More Temporary Vacancies**

(d) When an engineer assigned in any class of service lays off for thirty-two (32) days or more, the oldest engineer on the seniority district desiring the run shall be given the same upon close-out of bids. Notice of such vacancy will be posted for bids on all bulletin boards or books on the seniority district, in advance if known in

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time to permit of so doing, for a period of five days unless a longer or shorter period of time be agreed upon by the Division Superintendent and the Local Chairman, during which time the work will rotate from the board protecting the work, if at a point where such board is located. Should no engineer desire the vacancy the senior engineer laid off or demoted will be assigned thereto, except as follows:

Exception 1:

**PASSENGER SERVICE:**

The junior qualified engineer on the board protecting the work will be assigned.

Exception 2:

**5-DAY YARD ENGINES:**

Vacancy will rotate from the extra board if at a point where such board is located.

Exception 3:

On assignments having five or more consecutive days off during the time the regular engineer is laying off, forced assignments will not be made until regular time of closeout of bids on last day of days off period.

After job has been vacant for thirty-two (32) days it will be advertised as a permanent vacancy.

(e) An engineer holding a run as a temporary vacancy will be required to remain thereon until the regular engineer reports for work, unless said engineer on temporary vacancy bids off, or is displaced, or assignment is advertised for seniority choice, in which latter case he will be required to remain thereon until close of bids.

(f) Availability under paragraph (b) to make application for and work a temporary vacancy before the end of the 4-day posting period is limited to an engineer working at a terminal where board protecting the work is maintained. Nothing in this paragraph is intended to prevent an eligible engineer who may be working a job at a point where such board is not maintained from

making application for a job bulletined or posted under this rule and should he be the successful bidder for the job, will be relieved as prescribed by the schedule.

(g) Temporary vacancies of a certain number of days are to be considered as calendar days, regardless of number of days the assignment may be bulletined to work during that period. Regular engineer reporting for work before the expiration of the full time he was originally granted will be permitted to mark up and work and will relieve the engineer working the temporary vacancy.

(h) A temporary vacancy of fifteen (15) days or more will remain a temporary vacancy and be handled as such until the regular engineer reports back to work or job becomes a permanent vacancy.

Example: Engineer bids in temporary vacancy of 29 days and works same for 20 days and then bids in a permanent vacancy, thus leaving 9 days of the original 29 days to run. Vacancy need not be posted again but senior engineer making application for the run will be assigned.

### **Time Limit for Making Application For Temporary Vacancies**

(i) An engineer failing to make application for a vacancy bulletined under the provisions of this rule within the time allowed will not thereafter be permitted to take such run until it becomes rebulletined or said engineer has a displacement right permitting him to do so. An engineer not having had opportunity to learn of a vacancy will not lose his rights to the run but will be given the time specified in paragraph (l) of this rule in which to make request for the vacancy after he learns of it, but should he perform service on his regular assignment during the time allowed him to decide upon taking the run, he will forfeit his right to take the vacancy.

### **Rights to Make Displacement**

(j) An engineer assigned to a temporary vacancy of fifteen (15) days or more and relieved by the regularly

## **Rule 22**

assigned engineer returning to service may displace any engineer his junior holding a temporary vacancy.

Example: On July 1st "B" bid for and was assigned to a 60-day temporary vacancy. On July 10th "A", a senior engineer, makes application for and is assigned to a 15-day temporary vacancy. At the completion of the 15-day vacancy, or on being relieved by the regularly assigned engineer returning to service, he, "A", can revive his rights and take the temporary vacancy bid in by "B", or any other temporary vacancy his seniority rights entitle him to.

(k) An engineer assigned to a temporary vacancy and displaced from his permanent assignment must make displacement on another permanent assignment within the time specified in the rules. Should he desire to continue to work the temporary vacancy, he may do so under conditions stipulated in paragraphs (m) and (n) of this rule, but must at time of making displacement, state which assignment he desires to work.

### **Time Limit for Making Displacement on Temporary Vacancies**

(l) An engineer displaced from a temporary vacancy while on vacation or leave of absence, upon returning to service desiring to make displacement on another temporary vacancy will be allowed the time stated below within which to do so subject to provisions of paragraph (i) of this rule:

Twenty-four (24) hours on Albuquerque and former Arizona Divisions;

Forty-eight (48) hours on Los Angeles Division;

Four (4) days (96 hours) on Valley Division.

### **Rights to Preferred Similar Vacancies**

(m) Applicable at all points except Albuquerque Division, Seligman and east thereof; an engineer holding a vacancy described in paragraphs (b), (c) and (d) may take any preferred similar vacancy that may arise, in any class of service other than that to which said engineer is

regularly assigned. The classes of service are designated as follows:

- Passenger;
- Assigned Local or Freight Service;
- Pool Freight Service;
- Yard Service;
- Assigned Work Train;
- Assigned Helpers.

(n) Applicable on Albuquerque Division Seligman and east thereof: An engineer holding a vacancy described in paragraphs (b), (c) and (d) may take any preferred similar vacancy that may arise.

### **Relieving Extra Engineers on Outlying Assignments**

(o) If, in order to fill a run, it is necessary to take on a deadhead move, such move will be paid for regardless of whether it is a seniority move or otherwise. An extra engineer sent to an outlying point may be required to fill more than one vacancy while at such outlying point.

An extra engineer protecting a vacancy on an assignment at an outlying point or away from home terminal where an extra board is not maintained will be relieved after having completed five shifts or tours of duty at such point by the engineer first out on the board protecting the work providing said engineer desiring relief has on file with the Master Mechanic or Foreman in charge a proper written request to be relieved.

An extra engineer protecting a vacancy on a 5- or 6-day per week assignment at an outlying point or away from home terminal where an extra board is not maintained will be relieved at the completion of shift or tour of duty begun on the last work day of the assignment preceding the day or days off period providing he was not laying off when his turn on the board stood to be deadheaded to protect the vacancy, or did not lay off subsequent to being sent to protect the vacancy, and has on file with the Master Mechanic or Foreman in charge a proper written request to be relieved.

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In event it is necessary to have an extra engineer continue protecting the vacancy following the day or days off period, the engineer first out on the board protecting the work will be deadheaded for that purpose.

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

(p) Except as is provided in paragraphs (b) and (h) of Rule 21 and paragraph (o) of this rule the Company is not to be committed to any additional expense to accomplish the change in any of these cases.

### **Rotating Vacancies - Valley Division**

(q) Vacancies of less than fifteen (15) days on yard engines at Alice Street, Oakland and San Francisco will rotate from the Richmond extra board, but it is understood that in protecting one vacancy there will be only one round trip deadhead paid for, i.e., first man deadheading from Richmond and the last man deadheading to Richmond.

Example 1: An extra switch engine is worked at China Basin between the starting time hours of 6:30 to 8:00 a.m., one to five consecutive days per week. That job would rotate from the engineers' extra board at Richmond and the first and last deadhead moves would be paid for. If there was one day intervening when it did not work, then a new cycle would be started and the deadhead would be paid as follows: The job worked February 1st at 6:30 a.m., February 2nd the same hours, and then did not work on February 3<sup>rd</sup> - the engineer who was sent over on February 1st, and the engineer who returned to Richmond on February 2nd at the completion of this assignment would be paid for the deadhead moves, and then if they again put the job on, on February 4th, it would start a new cycle of deadheading on the same basis.

Example 2: If an extra yard engine was started say February 1st between the hours of 6:30 and 8:00 a.m., and on February 2nd it started between the hours of 2:30 and 4:00 p.m., the deadhead pay should be paid for each

deadhead move, i.e., a round trip between Richmond and China Basin.

### **Rotating Vacancies - Los Angeles Division**

(r) Vacancies of less than fifteen (15) days on assignments tying up at Santa Ana, Rivera, Fullerton and points on the Harbor District will rotate from the Los Angeles extra board, but it is understood that in protecting one vacancy there will be only one round trip deadhead paid for, i.e., first man deadheading from Los Angeles and the last man deadheading to Los Angeles.

Note: Examples listed with respect to paragraph (q) will be applicable to Los Angeles as well as Richmond.

### **Vacation Temporary Vacancy Agreement**

(s) Two, three, four and five-week compensated vacation periods for engineers will be handled under the temporary vacancy rule with the following exceptions:

- Valley Division West of Bakersfield;
- Fourth District Albuquerque Division;
- Passenger runs originating at Los Angeles;
- Yard Assignments at Los Angeles,

and all schedule rules will apply except as changed or modified by the following:

Individual notices of such vacancies will not be posted and the yearly vacation schedule will serve as such notice. Senior engineer having application on file with the Crew Dispatcher at the time vacancy is closed out will be assigned and will be required to remain on same during the vacancy unless during this period he bids in a permanent assignment and desires to work same, or is displaced by a senior engineer.

When an engineer changes assignments, either permanently or temporary, any time during the last four days immediately preceding the time he is scheduled to begin his vacation, all previously submitted bids for the vacancy will be considered null and void and the vacancy will be

## **Rule 22**

declared open at 12:01 a.m. of the date the regular incumbent departs on his vacation and will be handled as an ordinary temporary vacancy.

When an engineer on a regular assignment goes on vacation, his vacancy will be filled as outlined herein, and, except in yard service, vacancy created by engineer filling such vacancy will be considered as a temporary vacancy and posted in the same manner as an ordinary temporary vacancy. The vacancy created by engineer filling the latter vacancy will not be considered as a temporary vacancy under the rules. In yard service only, the vacancy of the engineer on vacation will be considered a temporary vacancy but any vacancy created by filling the vacation vacancy will not be considered a temporary vacancy.

In event no applications are received for a vacation temporary vacancy, such vacancy will rotate from the extra board, if at a point where an extra board is located, and if the extra board normally protects this class of work. In event the work is normally protected by pool board, such work will rotate from the pool board.

In event no applications are received for a vacation temporary vacancy on an assignment at an outlying point, the senior engineer laid off or demoted will be assigned thereto.

After vacation vacancy has once been filled under this agreement, it then becomes the same as any other temporary vacancy and the rights of engineers to displace or take such vacancies is governed by schedule rules.

Vacation temporary vacancies will be closed out to the successful applicant at 10:00 a.m. of the date prior to the day on which the assignment first departs from the terminal after the start of the regular occupant's vacation and the successful applicant will be marked on the vacancy at 12:01 a.m. of the day the assignment first departs, or sufficiently in advance thereof to permit the successful applicant to protect the first service on the

assignment called on duty at or subsequent to 12:01 a.m. of the first day of the vacation temporary vacancy.

Example: First tour of duty on the vacation temporary vacancy is normally called on duty at 12:01 am. Place successful applicant for vacancy on assignment sufficiently in advance of call time so as to enable him to be called for the first tour of duty on the assignment.

Engineers will not be permitted to bid in a vacation vacancy in the same class of service to which they are assigned except in local freight and yard service. In yard service, an engineer will be permitted to bid in a vacation vacancy in that class of service when the starting time is not in the same spread of starting time hours as his regular assignment or the point of going on duty is not the same.

Classes of service in the application of this paragraph are as follows:

Passenger;

Assigned Freight;

Pool Freight;

Assigned Local Freight;

Assigned helpers;

Assigned Work Trains;

Yard Service.

Additional time off in advance of vacation will not be coupled with the vacation period as one temporary vacancy, but time off following the vacation period will be coupled with the vacation period as a continuous vacancy and the engineer holding the vacancy will remain thereon following the vacation period until the regular man returns.

The days of the compensated vacation period will not be counted to establish a vacancy in excess of 32 days, that is if an engineer lays off 30 days in addition to and continuous with days of his compensated vacation, this will not create a permanent vacancy. If he lays off 32 days or more in addition to his vacation period, a permanent vacancy will exist.

## Rule 22

To avoid loss of time at the end of his compensated vacation period and to obviate any necessity for a carry over adjustment to be made in his vacation period the following year under Section 7 of the Vacation Agreement, an engineer returning from a vacation period of three weeks or five weeks will be permitted to mark up sufficiently in advance of the expiration date in order to protect service call at 12:01 a.m., or later, on the last day of his vacation period when the assignment he holds is pool freight service or an assigned run operating between two points on a straightaway basis, regardless of whether such assignment stands to work a single trip or double trip on last day of said compensated vacation.

For example: Engineer is regularly assigned to train No. 1, advertised to operate between two points on a straightaway basis and has on-duty time of 12:01 a.m., and works out of terminal where 1-hour calling time is applicable and has vacation dates June 1-21, inclusive. Should said engineer desire to work his regular assignment June 21st, he may do so providing he reports for work not later than 11:01 p.m., of the second to last day of his vacation.

Engineer is regularly assigned in pool service and works out of a terminal where crews are given 1½ hour call. Said engineer may work on the last day of his vacation provided his turn is on the board and stands to be used that date; and further, provided he reports not later than 1 hour 30 minutes before his turn is placed on duty.

When an engineer who has been on vacation reports back to work indicating his intention to protect his run or assignment following conclusion of his vacation, or who is returning from a three-week or five-week vacation and indicates his intention of working his run or assignment on the last day of his vacation, (when such is permissible) the engineer who has been working the vacation vacancy as a temporary vacancy will be relieved at that time to return to his former assignment or to exercise his seniority on another temporary vacancy and will

not be held on the vacation temporary vacancy the remainder of the vacation period.

It is agreed that this Rule 22(s) will be applied (except on territories excluded from its coverage) to vacation periods of two weeks resulting from either a two-week vacation or splitting a three, four or five-week vacation period.

**RULE 23**

**HANDLING OF ENGINEERS**

**Used Off Assigned District**

(a) Engineers will be kept on the district to which assigned and will be run off their district only in case of emergency. When engineers are run off their assigned district in an emergency, they will be deadheaded back to their assigned district on the first available train, except in the event there are no engineers available at the district terminal into which they are used to protect trains operating in the direction of the district to which assigned they may be used in service back to their assigned district.

**Extra Engineers Laying Off or Missing Call**

- (b) 1. WINSLOW - THIRD DISTRICT  
NEEDLES - KINGMAN AND NEEDLES DISTRICTS  
CALWA AND RICHMOND

When an extra engineer misses a call, except for yard service or for an outlying assignment, he will, when reporting back for work be placed at the foot of Board No. 1 except that if call missed was for yard service at the point where board is located he will be marked at the foot of Board No. 1 after twelve (12) hours from time of missing call; if call missed was for an outlying assignment he will be required, without expense to the Company, to relieve the engineer who was used in his place, in accordance with provisions of Rule 24.

When an extra engineer lays off for fifteen (15) days

## Rule 23

or less he will, when reporting back for work, be marked back in his original turn on the board providing it has not been called. If turn has been called he will be marked at the foot of Board No. 1 except in the event his turn while laying off stood to be called for a yard engine at the home terminal in which case he will be marked at the foot of Board No. 1 after twelve (12) hours from time of laying off. If while said engineer was laying off his turn stood to be called for an outlying assignment he will be required, without expense to the Company, to relieve the engineer who was used in his place, in accordance with provisions of Rule 24.

### 2. BAKERSFIELD

When an extra engineer misses a call and the engineer following the engineer who missed a call has been called for service, or it became necessary to call a demoted engineer for service as engineer on account of no available extra engineer, the engineer who missed the call will be required to remain off the board for twelve (12) hours from time of missing call. If call missed was for an outlying assignment he will be required, when reporting for work, and without expense to the Company, to relieve the engineer who was used in his place on the outlying assignment, if the vacancy still exists.

When an extra engineer lays off for fifteen (15) days or less, his number or turn will not be taken off the board until after it has worked up to first-out, in order to determine the services he stood to be called for had he not laid off. If when again reporting for work following lay off period his turn has not been called he will be marked back in his original turn on the board. If the engineer following the engineer who laid off has been called for service, or it became necessary to call a demoted engineer for service as engineer on account of no available extra engineer, said engineer laying off will be marked at the foot of the extra board except in the event his turn when laying off stood to catch an outlying assignment and such vacancy still exists, he will be required, without

expense to the Company, to relieve the Engineer who caught such outlying assignment.

3. SAN BERNARDINO

When an extra engineer lays off or misses call, he will be permitted to mark up at the foot of the board after the expiration of twelve (12) hours from time of laying off or missing call, unless his turn when laying off or missing a call stood to be called for a job tying up at an outlying point and it became necessary to use another man in his place on the outlying job. Said engineer laying off or missing call will, when reporting for work, be required to relieve the man who was used in his place on the outlying job and without additional expense to the Company.

Extra engineers laying off or missing call when turn stands to work yard assignment will not be permitted to mark up for at least twenty-four (24) hours.

Extra engineers at San Bernardino, having worked eight (8) hours or less, who tie up for rest when turn stands to work yard assignment will be placed at foot of extra board twelve (12) hours after completion of requested rest period.

4. LOS ANGELES

Extra engineers laying off or missing a call will not be permitted to be marked on the extra board until after the expiration of twelve (12) hours from the time of laying off or missing a call but will be permitted to report for service after twelve (12) hours and will be marked at the foot of the board at the time of reporting for service.

5. MOBEST

When an engineer on the extra board lays off, he will not be permitted to mark up for twelve hours if the turn he stood to catch has been called or has worked. If his turn has not been called, he will be permitted to mark up in his turn at any time.

**Assigned Engineers Laying Off or Missing Call**

- (c) When an assigned engineer, except in pool freight

## **Rule 23**

service lays off for any reason or misses a call, he will not be permitted to go out until the turn to which he is regularly assigned returns, except that he will be permitted to deadhead to his assignment after three days from date of reporting for duty, it being understood that neither the engineer deadheading to his assignment, nor the engineer relieved under such conditions will receive deadhead pay.

### **Vacancies in Pool Freight Service**

(d) When an engineer in pool freight service lays off of his own accord or misses a call, an extra man will be placed in the turn in the pool if such extra man is available when the turn is due out. In the event the extra board is exhausted and first out pool turn is vacant, when an engineer is needed for pool freight service the vacant pool will be dropped to the foot of the pool board, the next out pool engineer will be used and the following pool turns moved up.

Example 1: Call is made for 10:00 a.m. for pool freight service and pool turn first and second out are vacant. The first out engineer actually on the board (in this case three times out) will be used, the following pool turns moved up and the two vacant turns dropped to the foot of the pool board as of 10:00 a.m.

Example 2: Call is placed for 8:00 a.m. to fill a vacancy in passenger service at a terminal where pool freight engineers protect such vacancies. The first out pool turn is vacant, and in event there are no engineers on the extra board qualified for passenger service the vacant pool will be dropped to the foot of the board, the next out pool engineer being used to fill the passenger vacancy.

Pool freight engineer laying off and subsequently reporting for work before his pool turn is used will be called in his turn as though he had not laid off.

When a pool engineer lays off or misses a call and an extra engineer is used in his turn, except as otherwise

provided in paragraphs (e) and (f) of this rule, the pool engineer must await the turn as represented by the extra engineer, except that he will be permitted to deadhead to his turn after three days from date of reporting for duty, neither the engineer deadheading nor the engineer relieved to receive deadhead pay.

**Pool Engineers Laying Off at San Bernardino**

(e) Pool freight engineers laying off and later reporting for work before their turn is used will be marked back in their pool turn as though they had not laid off. If they lay off or miss a call and their turn is used, they may mark up at the foot of the pool board after the expiration of twelve (12) hours from time of laying off or missing call, unless when reporting for work their turn is on the board, then they will be marked in their regular pool turn.

**Pool Engineers Laying Off at Needles and Bakersfield**

(f) Pool freight engineers laying off and later reporting for work before their turn is used will be marked back in their pool turn as though they had not laid off. If they lay off or miss a call and their turn is used, they may mark up at the foot of the pool board after the expiration of 36 hours from time of laying off or missing call, unless when reporting for work their turn is on the board, then they will be marked in their regular pool turn.

**Two or More Engineers Called For Same Train**

(g) Two or more engineers called for the same train, and same destination, one to handle the train and others to deadhead, the engineer or engineers first out will be deadheaded and the last one out will handle the train, and upon arrival at terminal, the engineer or engineers deadheading will stand first out, except as otherwise provided in this paragraph (g).

Where engineer called to work a train and another called to deadhead on the same train, when the latter cuts out en route for service which will return him to his home

## **Rule 23**

terminal, the engineer standing first out should be called for the through trip, and the engineer standing second out who is called to deadhead should be cut out and returned to his home terminal.

### **TURN OF ENGINEERS - VALLEY DIVISION AND LOS ANGELES**

At Los Angeles and on the Valley Division (Richmond and Calwa) when an engineer is needed from the extra board to work a vacancy on a regular or extra passenger train, and an engineer from that board is to deadhead on the train to the distant terminal, the engineer first out will be called to work and the engineer second out called to deadhead.

### **Fourth District - Albuquerque Division Pool Freight and Extra Engineers**

When two or more engineers are called for the same train and the same destination, one (or more) to handle the train and one (or more) to deadhead on same train, first engineer (or engineers) will handle the train, the second engineer (or engineers) will deadhead; upon arrival at terminal, the deadhead engineer (or engineers) will stand ahead of engineer handling the train.

#### **Two or More Extra Engineers Called For Same Time**

(h) When there are two or more vacancies to be filled by extra engineers and they are called for the same time on duty, the extra engineer first out will be given his choice of the assignments; the engineers second and third out and so on, to be given their choice of the remaining jobs or runs. This paragraph will not apply under circumstances cited in paragraph (g) of this rule.

When two or more extra engineers are called for switch engines for the same time on duty, at the same terminal and tie up in eight (8) hours or less, they will be marked back on the extra board in the same order they were called on duty.

### **Extra Engineers Arriving LAUPT**

- (i) Engineers arriving at Los Angeles Union Passenger

Terminal in passenger service, when one extra engineer is deadheading on train on which another extra engineer is working in the vacancy of an assigned engineer, the engineer deadheading will be marked up ahead of the engineer working.

**Engineers Doubleheading**

(j) When engineers are doubleheading and it becomes necessary to cut a crew out en route, for service or to return them to initial terminal, last engineer out at initial terminal will be cut out. If crew cut out is to run ahead of train (on which they have been doubleheading), with same destination, engineer first out will be cut out.

In case of engine failure the engineer will remain on the assignment called for at initial terminal; and in case of pool freight service the engineer on train engine (first out of terminal in case of doubleheaders) will remain with the train.

Note: In applying this paragraph (j) it is understood that it is subject to the exception contained in second paragraph of Rule 5.

**Engineers Working Passenger Vacancies at Gallup**

(k) At Gallup when an engineer regularly assigned to the freight pool board is used to fill a vacancy in regular passenger service having long layover at Albuquerque or Belen, he will upon his return to Gallup after completion of such service be marked up twelve (12) times out on the freight pool board or in event there are less than twelve turns on the board at the time, he will be marked at the foot of the board. In the event the engineer works up to first out before rested he may be runaround without penalty to the Company until rested.

Note: Agreement as to the runs that will come under the provisions of this rule will be determined by the Local Chairman.

**Engineers Remain on Assignment Called For**

(l) It is understood that when an engineer is assigned

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to a run he will at all times remain with his assignment.

### **Engineers Picked Up En Route**

(m) An engineer picked up en route will stand first out at terminal with respect to engineer picking him up.

### **Turn of Pool or Extra Engineer Used in Turnaround Service**

(n) Pool engineers called at Seligman, Needles or Barstow for service on Kingman or Needles Districts, and used in helper or turnaround service, or to relieve engineers tied up on the law, when the actual miles worked is 100 miles or less (exclusive of deadhead mileage), will stand first out after eight (8) hours from time tied up on previous tour of duty, unless turn of said engineer works up to first out in less than eight (8) hours, in which case he will be used in his proper turn.

### **TURN OF EXTRA ENGINEER USED IN TURNAROUND AND YARD SERVICE**

At Needles, an extra engineer working a yard engine or used in road service when the actual miles worked is 100 miles or less (exclusive of deadhead mileage, if any) will stand first out after eight (8) hours following completion of shift or tour of duty, unless turn of said engineer works up to first out in less than eight (8) hours, in which case he will be used in his proper turn.

### **TURN OF EXTRA ENGINEERS USED ON YARD ENGINES**

At Bakersfield, an extra engineer called for a yard engine will stand first out eight (8) hours following completion of such service. Should his next call be for a switch engine, he would, at the completion of that service, be placed at the foot of the extra board.

### **Filling Passenger Vacancies When No Pool or Extra Engineers Available**

(o) Where the extra board protects vacancies in assigned passenger service, the extra engineer will protect the vacancy if there is an eligible engineer on the board; if there be no eligible engineer on the extra board, the

vacancy will be filled by the first out eligible pool engineer.

If there is a vacancy in passenger service and the pool turn standing to catch the vacancy is vacant, and the engineer standing first out on the engineers' extra board is not eligible for passenger, if there be an engineer on the engineers' extra board eligible for passenger, he will be used in the pool turn which stands to catch the passenger vacancy, and the engineers who are run around to accomplish this purpose will not be entitled to payment for being run around.

### **Manning Sections of Passenger Trains**

(p) Where engineers are assigned to first and second sections of passenger trains, the engineer assigned to first section will handle out of their initial terminal the first assigned section, regardless of consist. If an extra passenger train not handling any of the regular equipment of an assigned train is operated as a section of a scheduled train, such extra train will be manned by an engineer from the board protecting the work.

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

## **RULE 24**

### **AUXILIARY EXTRA BOARDS**

Applicable at Winslow, Needles, Calwa and Richmond

Engineers extra board from which engineers rotate on a first-in, first-out basis shall be identified as "Board No. 1." Auxiliary extra board from which engineers are used to fill vacancies on outlying assignments shall be identified as "Board No. 2".

When an engineer bids in, is assigned to, or makes displacement on the extra board, his name will be placed

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at the foot of "Board No. 1" and first out on "Board No. 2" except as follows:

- (1) Engineer coming to board from an outlying assignment
- (2) Engineer who loses the extra board through no action of his own and later returns thereto at the first opportunity

will be marked at the foot of "Board No. 1" and "Board No. 2".

When a call is made to fill a temporary vacancy on an outlying assignment, the first out extra engineer on Board No. 2 will be used and his turn will be removed from Boards Nos. 1 and 2. When he returns to the extra board, after having been released from the outlying assignment he will be marked at the foot of Boards Nos. 1 and 2 as of his tie up time as shown on the register.

When an extra engineer lays off at his home terminal for less than fifteen (15) days, or misses a call for service or ties up for rest when he has had eight (8) hours or less actual previous service without legal amount of rest and thus evades call in his turn for outlying work, his name will not be removed from Board No. 2 and if it subsequently results that while he was not available for work his turn stood for a call to protect a vacancy on an outlying assignment he will, upon reporting back for work or at expiration of rest period be required at his own expense to relieve the last man who had been sent to protect outlying work. In event all engineers previously sent to protect such work have been relieved and there be no vacancy on any outlying assignment to fill, the turn of said engineer who was unavailable for work will remain first out on Board No. 2.

When an extra engineer who has been called to fill a vacancy on an outlying assignment lays off before completing the assignment he will, upon reporting back to work following lay off period be required at his own expense to deadhead to the outlying assignment and complete the assignment if vacancy still exists or work the

required number of shifts or tours of duty to be entitled to be relieved as provided hereinafter.

When extra engineer stands first out on Board No. 2 and is not called in his turn for outlying work because of his unavailability under the Hours of Service Law, or he was working at that time on other than an outlying assignment, his turn will remain first out on Board No. 2.

When extra engineer stands first out on Boards Nos. 1 and 2 and there are two vacancies to be filled, one on an outlying assignment and one not on an outlying assignment and calls are within two (2) hours for reporting either to work or to deadhead, as the case might be, he will be called for the outlying assignment.

The turn of an extra engineer taking a 15-day and less than 32-day temporary vacancy on another assignment will not be taken from Board No. 2 during the time said engineer is working such temporary vacancy and at the completion of his occupancy of the temporary vacancy, he will hold the same relative standing on Board No. 2 that he would have had, had he not taken the temporary vacancy.

Example: An extra engineer standing 7 times out on Board No. 2 takes a 15-day and less than 32-day temporary vacancy on December 1st and returns to the extra board on December 20th and in the meantime his turn on Board No. 2 had moved up to second out - he will be placed second out on Board No. 2.

The turn of an extra engineer departing on vacation will be removed from Board No. 2 and upon his return to work, will be placed at the foot of Board No. 2. In the event said engineer takes additional time off, either before or at the completion of his vacation, if such time is coupled with the vacation period, he will, when he returns to work, be placed at the foot of Board No. 2.

Example: An extra engineer's turn is first out on Board No. 2 on June 1st at which time he departs on vacation. He obtained ten days additional time off coupled with his vacation and returned to work July 1st. At the time of

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his reporting for work, his turn will be placed at the bottom of Board No. 2.

An extra engineer sent to protect a vacancy on an outlying assignment where extra board is not maintained will be afforded relief after working the required number of shifts or tours of duty in accordance with Paragraph (o) of Rule 22.

### **RULE 25**

#### **FILLING VACANCIES WHEN EXTRA**

#### **ENGINEERS NOT AVAILABLE**

(a) At points where engineers' extra boards are maintained and no extra engineer available under the schedule and an engineer is needed, the senior rested available qualified demoted engineer will be used, unless the service for which the engineer is needed be passenger or pool service. If engineer is, under above circumstances, needed for passenger service, first out qualified engineer on the board protecting the service will be used. If vacancy is in pool freight service, vacancy will be handled in accordance with the provisions of Rule 23 paragraph (d).

If there be no rested demoted engineer available under the above, a demoted engineer not rested may be used in other than passenger or pool freight service, if he has sufficient time to his credit to work.

Should the senior demoted engineer available at the time be assigned as fireman on the run and he be not rested, but has doubling time, he will be called as engineer to fill the vacancy in preference to a junior fully rested demoted engineer.

#### **At Los Angeles and San Diego Only**

(b) When the extra board is exhausted and there is a vacancy in regular or extra yard service to be filled and no extra engineer who can be doubled, the senior regularly assigned yard engineer at the point where the vacancy exists, who has written application on file with

the employee handling the dispatching of engine crews, will be used on the vacancy provided such service will not prevent him working his regular assignment. At San Diego only under such circumstances such regularly assigned yard engineers will also be used on vacancies in turnaround freight and passenger service.

A regularly assigned yard engineer, filing written notices under the above, will be required when called as a result thereof to protect the service for which called unless there are circumstances that would warrant excusing him from protecting the service, and such notice will remain in effect until withdrawn by the individual.

It is understood that the above does not permit the filling of road and yard vacancies with payment on continuous time basis.

**Pool and Demoted Engineers Used  
in Lieu of Extra Engineers**

(c) When a pool freight or demoted engineer is used in lieu of an extra engineer on an outlying run on account of extra board having been exhausted, he will be relieved as soon as an extra engineer can be spared, it being understood that the Company will not be committed to any additional expense in making the change. The pool freight or demoted engineer will receive payment for the round trip deadhead, and the extra engineer relieving will not be paid for deadheading in either direction.

**Valley Division**

(d) If a vacancy occurs in assigned or unassigned passenger service and the engineer first out on the extra board is not qualified for such service and other engineers on the extra board are qualified for passenger service, he or they will be used in their turn and the engineer who stood first out who was not qualified for passenger will not be entitled to a runaround.

**RULE 26**

**ASSIGNED ENGINEERS USED IN OTHER SERVICE**

An engineer holding a regular assignment or pool as-

## **Rule 27**

signment used at the instance of the Company in service which he does not stand to protect under schedule rules or interpretations will be compensated as follows:

(a) If at the home terminal he will receive not less than he would have received had he remained on his regular assignment or turn, excluding any earnings from turnaround service performed out of the away-from-home terminal.

(b) If at the away-from-home terminal he will receive the earnings of the first tour of duty for which his turn stood in addition to compensation earned in service actually performed.

## **RULE 27**

### **DISTRIBUTION OF WORK**

#### **SECTION 1 - ALBUQUERQUE DIVISION**

##### **A - First District**

Pool freight engineers will handle:

Passenger relief work

Unassigned passenger

Troop trains

Unassigned freight (except turnaround work out of Gallup and relieving pool engineers tied up on law when relief is sent from Gallup)

Exclusive supply trains

Doubleheading freight and passenger trains

Light engines one district to another

Light engines to and from shops and to outlying points to relieve engines for inspection or repairs

Unassigned helper work

Relief of engineers in pool freight service tied up on law including engineers on assigned passenger runs (except when relief is sent from Gallup)

Relief engines sent out account engine failure.

Extra engineers will handle:

All other unassigned work including:

Relief work (except passenger)

Unassigned work trains

Unassigned switch engines

Turnaround work out of Gallup

Relief of engineers in pool freight service tied up on law when relief is sent from Gallup

Relieving engineers tied up on law on trains handled by extra engineers or engineers on assigned runs (except assigned passenger); this will not be construed to mean relieving extra men who are tied up on law in pool service except when relief is sent from Gallup.

Note: Refer to Appendix 21 for agreement covering operation of pool freight board for engineers, First District Albuquerque Division.

**B - Second District**

Pool freight engineers will handle:

Unassigned passenger

Passenger relief work

Troop trains

Unassigned freight

Exclusive supply trains

Doubleheading freight and passenger trains

Light engines to and from shops and one district to another

Light engines to outlying points to relieve engines for inspection or repairs

Relief of engineers in pool freight service tied up on law including engineers on assigned passenger runs

Relief engines sent out account engine failures.

Extra engineers will handle:

All other unassigned work including:

Relief work (except passenger)

## Rule 27

Unassigned work trains

Unassigned switch engines except as otherwise agreed to

Unassigned helpers

Relieving engineers tied up on law on trains handled by extra engineers or engineers on assigned runs (except assigned passenger); this is not to be construed to mean relieving extra men who are tied up on law in pool service.

Note: Refer to Appendix 21 for agreement covering operation of pool freight board for engineers, Second District Albuquerque Division.

### C - Third District

Pool freight engineers assigned to the long pool will handle:

Through passenger relief work

Through unassigned passenger

Troop trains operating over entire District

Exclusive supply trains operating over entire District

Unassigned through freight work over entire District

Doubleheading freight and passenger trains over entire District

Light engines one District to another

Relief of engineers in pool freight service tied up on law on trains destined to Seligman

Pool freight engineers assigned to the short pool will handle:

All other unassigned freight and passenger work (except that accruing to extra engineers) when service will return engineer to Winslow.

Extra engineers will handle:

All other unassigned work (except that accruing to the long or short pool)

Unassigned work trains

Unassigned switch engines except as otherwise agreed to

Relief work - except passenger

Passenger relief work on Grand Canyon District

Overflow (unassigned) helper service when service will return engineer to Winslow

Relief of engineers tied up on law on trains handled by extra engineers on assigned runs (except assigned passenger); this will not be construed to mean relieving extra men who are tied up on law in pool service.

The principles set forth in the following five examples are interpretative of the foregoing:

Example 1. Engineer is needed for a turnaround trip Winslow to Ash Fork and return. Use engineer from short pool.

Example 2. Engineer is needed for a turnaround trip Winslow to Grand Canyon and return to Winslow. Use engineer from short pool.

Example 3. Engineer is needed for a turnaround trip Winslow to Flagstaff and return to Winslow. Use engineer from short pool.

Example 4. Pool engineer is needed for trip to relieve another pool engineer tied up on the law at Williams Junction. If trip will return engineer to Winslow, use engineer from short pool. If trip will continue the engineer on to Seligman, use engineer from the long pool.

Example 5. Engineer is needed for a through trip Winslow to Seligman. Use engineer from the long pool.

In event an engineer assigned to the short pool at Winslow is properly called for a turnaround trip, but subsequent to departure from the terminal instructions are changed and he is required to run through to Seligman he will be placed last out on the pool board at that terminal and used in turn with respect to other pool engineers back to Winslow and no penalty will accrue to the Carrier as a result of the changed instructions.

## **Rule 27**

In the event an engineer assigned to the long pool at Winslow is properly called for a through trip to Seligman, but subsequent to departure from the terminal instructions are changed and he is required to turn at any point short of Seligman and return to Winslow no penalty will accrue to the Carrier as a result of the changed instructions.

In event there should arise a need for an engineer to protect work allotted to the short pool and no engineer assigned to that pool is available, the work will be protected by an extra engineer and no penalty will accrue to the Carrier as a result of such handling.

### **D - Fourth District**

Pool freight engineers will handle:

Unassigned passenger

Troop trains

Unassigned freight

Doubleheading freight and passenger trains

Exclusive supply trains

Wrecking trains

Light engines one district to another

Light engines to and from shops and to outlying points to relieve engines for inspection or repair

Relief engines sent out on account of engine failures

Relief of engineers in pool freight service tied up on law

Engines en route to or from points outside of assigned helper limits and may be used to help or doublehead trains through or into helper limits.

Extra engineers will handle:

All other unassigned work including:

Relief work

Unassigned work trains except wrecking trains

Unassigned switch engines

Relief of engineers tied up on law on trains handled by extra engineers or engineers on assigned runs; this not to be construed to mean relieving extra men who are tied up on law in pool service.

Note: A Third District crew will not be used on the Fourth District except in case of 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.

## **SECTION 2 - FORMER ARIZONA DIVISION**

### **A - Kingman and Needles Districts**

Pool freight engineers on districts to which assigned will handle:

Unassigned passenger

Passenger relief work (except on Cadiz District)

Troop trains

Unassigned freight (except unassigned road work handled between Needles and all points on the Ripley District)

Doubleheading freight and passenger trains

Light engines one district to another

Light engines to and from shops

Light engines to outlying points to relieve engines for inspection or repairs

Relief engines sent out account of engine failures

Exclusive supply trains

Relief of engineers in pool freight service tied

## Rule 27

up on law including engineers in assigned passenger service when such relief does not constitute turnaround service out of Needles.

Extra engineers on district to which assigned will handle:

All other unassigned work including:

Relief work (except passenger)

Passenger relief on Parker District

Unassigned road work handled between Needles and all points on the Ripley District

Unassigned work trains

Unassigned switch engines

Unassigned helper and turnaround work out of Needles for all points short of Seligman, Barstow and Parker

Relief of engineers tied up on law on trains handled by extra engineers or engineers on assigned runs (except assigned passenger); and will relieve engineers in pool freight service tied up on law when relief is sent from Needles and relief engineer is to return to Needles.

### **B - Mojave District**

- (1) Pool freight engineers will handle:
  - Passenger relief work
  - Unassigned passenger
  - Troop trains
  - Unassigned freight
  - Doubleheading freight and passenger trains
  - Vacancies in pool freight service when extra board exhausted
  - Light engines one district to another
  - Light engines to and from shops
  - Light engines to outlying points to relieve engines for inspection or repairs

Relief engines sent out account of engine failures

Exclusive supply trains

Relief of engineers in pool freight service tied up on law including engineers on assigned passenger runs.

Extra engineers will handle:

All other unassigned work including:

Relief work (except passenger)

Unassigned work trains

Unassigned switch engines

Relief of engineers tied up on law on trains handled by extra engineers or engineers on assigned runs (except assigned passenger); this will not be construed to mean relieving extra men who are tied up on law in pool service.

(2) Long and Short Pools

Two pools for engineers have been established to handle the work out of Bakersfield on the Mojave District, one to be known as the long pool and the other as the short pool, the work to be distributed as follows:

**LONG POOL**

Will handle all unassigned freight and unassigned passenger and passenger relief work on trains that are destined to Barstow and turnaround work originating and terminating east of Mojave.

Note: Where an engineer from the long pool is called for service at Bakersfield on the basis of the engineer going through to Barstow, and after call is placed it is decided necessary to return the engineer to Bakersfield, rather than continue on to Barstow, there will be no claim from engineers assigned to the short pool because of using an engineer from the long pool for the turn-around service.

## **Rule 27**

### **SHORT POOL**

Will handle all other turnaround work between Bakersfield and Mojave, except as modified below, such as doubleheading freight and passenger trains where the engine is to cut out en route and return to Bakersfield, all unassigned work that originates on the Taft-Arvin Branch; will relieve all pool engineers tied up on the law west of Mojave and destined to Bakersfield; will handle all engines to Mojave to trade off with Mojave helper engines, and all relief work on assigned helpers on passenger trains.

Note 1: In event an engineer assigned to the short pool at Bakersfield is run through to Barstow, he will stand first out and will be run out of Barstow on the first train destined to Bakersfield, which is due to be handled by pool engineer, when he has sufficient rest to make the trip and other pool engineers will not be entitled to runaround.

Note 2: Refer to Appendix 22 for agreement covering operation of short pool for Engineers at Bakersfield during periods when helper service is suspended on the Mojave District.

### **SECTION 3 - LOS ANGELES DIVISION –**

#### **SOUTH OF BARSTOW**

##### **A - First District**

Pool Freight engineers will handle:

Troop trains over entire district

Through unassigned freight

Exclusive supply trains

Light engines one district to another

Relief of engineers in pool service tied up on law on trains destined Barstow

Doubleheading freight and passenger trains over entire district except this does not change

provisions that Los Angeles extra engineers may doublehead passenger trains through San Bernardino to Barstow for return movement in extra passenger service.

Extra engineers will handle:

All other unassigned work, including:

Unassigned passenger

Troop trains not run over entire district

Unassigned turnaround freight

Relief work

Unassigned work trains

Unassigned switch engines

Unassigned helper called out of San Bernardino when service will return engineer to San Bernardino

Light engines to outlying points to relieve engines for inspection or repair

Relief engines sent out account engine failure

Relief of engineers tied up on law on assigned runs and in pool service on trains destined San Bernardino.

Note 1:It is the intent of the above sub-paragraph A that pool engineers at San Bernardino will be called only for through service to Barstow. Extra engineers will be called to perform helper or turnaround service short of Barstow.

Note 2:In the event extra engineer called for turnaround trip out of San Bernardino is run through to Barstow, he will be placed in pool turn at Barstow following the pool engineer handling the train on which he was doubleheading and work back in turn with other pool engineers

**B - All Other Districts Out of San Bernardino**

Pool freight engineers will handle:

## Rule 27

Troop trains out of San Bernardino for Los Angeles or San Diego and may be used on DHQ returning to San Bernardino, or if no Los Angeles passenger extra board engineer available where service originates, may be used on DHQ or in extra passenger service to Los Angeles

Unassigned passenger (not accruing to Los Angeles passenger extra board)

Through unassigned freight

Exclusive supply trains

Light engines one district to another

Relief of engineers in pool freight service tied up on law on trains destined Los Angeles or San Diego

Doubleheading of freight and passenger trains going over entire district

Trains when one or more cars of troops are consolidated with car or cars of deadhead equipment out of Los Angeles to Barstow or Barstow to Los Angeles.

Extra engineers will handle:

All other unassigned work including:

Relief work

Unassigned work trains

Unassigned switch engines

Light engines to outlying points to relieve engines for inspection or repairs

Relief engines sent out account engine failure if service will return engineer to San Bernardino

Doubleheading of freight and passenger trains if run over only part of a district

Relief of engineers tied up on law on assigned runs and in pool service on trains destined for San Bernardino.

Note 1:It is the intent of above sub-paragraph B that

pool engineers at San Bernardino will be called only for through service to Los Angeles or San Diego. Extra engineers will be called to perform helper or turnaround service short of Los Angeles Or San Diego.

Note 2: In the event extra engineer called to doublehead freight or passenger train to run over only part of a district is run through to the opposing terminal, he will be placed in the pool turn at that terminal following engineer handling the train on which he was doubleheading and work back in his turn with other pool engineers.

**C - Out of Los Angeles**

Pool freight engineers will handle:

Unassigned freight (except on Harbor District and except turnaround service out of Los Angeles)

Doubleheading unassigned freight trains (except turnaround service and except on Harbor District)

Engines to San Bernardino whether light or helping any train

Relieving pool engineers tied up on law and will handle all relief engines sent out to relieve pool crews on account of engine failures

Exclusive supply trains except on Harbor District

Troop trains out of Los Angeles for Third District points and may be used on DHQ returning to Los Angeles or en route to San Bernardino

DHQ trains out of Los Angeles to load troops on Third or Fourth District for movement via San Bernardino

When one or more cars of troops are consolidated with car or cars of DHQ out of Los

## Rule 27

Angeles to Barstow or Barstow to Los Angeles.

Extra engineers will handle:

Turnaround freight work out of Los Angeles

All unassigned service on Harbor District

Unassigned passenger

Unassigned work trains

Unassigned switch engines

Relief work

Light engines sent to outlying points to relieve engines for inspection or repairs unless engine is going to San Bernardino shop

Turnaround doubleheaders on freight and passenger

Doubleheading assigned freight and unassigned passenger except on engines destined to San Bernardino

Shop engines between Los Angeles and San Diego

Relieving engineer tied up on law on trains handled by extra or assigned engineers and will handle all relief engines sent out to trains handled by extra or assigned engineer on account of engine failure; this will not be construed to mean relieving extra men who are tied up on law in pool service

DHQ trains out of Los Angeles to load troops on Third and Fourth Districts for movement via Los Angeles

Troop trains out of Los Angeles for Fourth District points

Manning Tour Specials out of Barstow to Los Angeles via San Diego

When car or cars primarily intended for use of civilian revenue passengers are handled in a train along with car or cars containing troops out of Barstow to Los Angeles or out of Los

Angeles to Barstow on other than assigned runs.

**D - Out of San Diego**

Extra engineers will handle:

Passenger helper relief work

Unassigned helper work

Unassigned switch engines

Relief work for all jobs with home terminal east of Oceanside.

Note: Engineers assigned to the San Diego extra board need not be eligible for passenger service as prescribed by Rule 5.

**SECTION 4 - VALLEY DIVISION –**

**WEST OF BAKERSFIELD**

Pool freight engineers on districts to which assigned will handle:

Troop trains

Unassigned freight

Unassigned freight helper work

Light engines one district to another

Light engines to and from shops

Light engines to outlying points to relieve engines for inspection or repairs

Relief engines sent out account engine failures

Doubleheading passenger trains to equalize power but not for purpose of handling tonnage

Relief of engineers in pool freight service tied up on law.

Extra engineers will handle:

All other unassigned work including:

Unassigned passenger

Unassigned passenger helper work

Relief work

Unassigned work trains

## **Rule 27**

Unassigned switch engines

Exclusive supply trains

Unassigned work on Oakland and Fresno Interurban Districts

Relief of engineers tied up on law on trains handled by extra engineers or engineers on assigned runs; this not to be construed to mean relieving extra men who are tied up on the law in pool service.

Note: Extra engineers arriving Bakersfield in extra passenger service, if not held for extra passenger service out of that point, may be used out in their turn in pool freight service to avoid necessity for deadheading engineers to Bakersfield for pool service. Extra engineers will handle all extra passenger service, except that pool engineer may be used out of away-from-home terminal in such service if no extra engineer is available at that point to protect same, and no penalties will be claimed by pool or extra engineers as result of such handling.

### **SECTION 5 - APPLICABLE TO ALL DISTRICTS UNDER THIS RULE 27**

Engineers handling work trains which have been abandoned, arriving at a District terminal, may be run in their respective turn in pool service to their home terminal.

### **SECTION 6 - SITUATIONS NOT CONTEMPLATED BY THIS RULE**

In event a situation arises not covered in this Rule 27, the Superintendent and the Local Chairman will agree as to the manner of handling and will jointly submit the determination they make to the General Manager and General Chairman for their approval, with the understanding

the handling agreed to locally will prevail until approval is obtained.

## **RULE 28**

### **MORE THAN ONE CLASS OF ROAD SERVICE**

Road engineers 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.

When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate applicable to any engine used shall be paid to the engineer, for the entire day or trip.

2. Road engineers 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.

When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate applicable to any engine shall be paid to the engineer, for 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

## Rule 28

otherwise payable for hours required for the regular trip.

### **Examples for the application of this paragraph A-2 are:**

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

(b) An engineer 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 - Engineer will be paid 100 miles or 8 hours at pro rata rate for the trip plus 1 hour at pro rata rate and 1 hour at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(c) An engineer 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 - Engineer will be paid 100 miles or 8 hours at pro rata rate for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(d) An engineer 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 - Engineer will be paid 100 miles or 8 hours at pro rata rate plus 2 hours at time and one-half 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.

(e) An engineer 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 - Engineer 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. Lap back 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.

(Above Rule 28 is taken from Award of Board of Arbitration covering More than One Class of Road Service dated December 3, 1952.)

**RULE 29**

**DEADHEADING**

**Section 1. Compensation**

(a) Engineers deadheading on passenger trains from terminal to terminal at the instance of the Company will be allowed actual miles deadheaded with a minimum of 100 miles at rate shown in Appendix "A" under Passenger Service Minimum Rates, based on weight on drivers 200,000 to 250,000 pounds, and for deadheading on other trains at the rate shown in Appendix "A" under Freight Service Minimum Rates, based on weight on drivers 200,000 to 250,000 pounds. When deadheading to or

## **Rule 29**

from tie-up point of outside assignment at the instance of the Company, engineers will be allowed actual miles with a minimum of 50 miles at the rates provided in this paragraph.

(b) Deadheading resulting from the exercise of seniority rights will not be paid for. Where engineers deadhead to take preferred runs they will be paid under this rule, if there be no man at the point to which they journey eligible for the service. Pay, under this rule, shall not be grouped with any other service.

(c) Deadheading in connection with release of an engineer because of having made maximum mileage provided for by rules covering mileage regulations, will not be paid for.

### **Section 2. Deadheading for Service at Intermediate Points**

#### **Deadheading Bakersfield-Tehachapi Relieving Engineers Under Law**

(a) Engineers called to deadhead between Bakersfield and Tehachapi for the purpose of relieving engineers tied up on the Hours of Service Law, or for other reasons, and where more than one engineer is deadheaded, will be cut out in their respective turns, using in this connection the practice that engineer first out of Bakersfield will cut out at first station, engineer second out to cut out at next distant station, and so on, until all engineers involved have been cut out. This rule will not apply east of Summit switch.

#### **More Than One Pool Engineer Deadheading, Same Train**

(b) When more than one pool engineer is deadheading over the district, and it becomes necessary to take one or more engineers off the train he or they are deadheading on for service, if such service will return engineer or engineers to home terminal of the district the engineer or engineers standing first out at the terminal from which

he or they started the deadhead movement will be used. If the service for which the engineer or engineers are needed will return the engineer or engineers to the distant terminal, the engineer or engineers standing last out at the terminal from which the deadhead movement started will be used.

**More Than One Extra Engineer Deadheading,  
Same Train**

(c) When more than one extra engineer is called off the extra board to which assigned to deadhead on the same train for service at outlying points for vacancies of less than fifteen (15) days, the extra engineer standing first out at the terminal will be used on the vacancy nearest the terminal where the extra board is located (if more than one vacancy is to be filled at this point engineer standing second out will be used, and so on) and the extra engineer standing next out will be used at the next point nearest the terminal where the extra board is located, and so on.

**RULE 30**

**FIRST-IN, FIRST-OUT; PAYMENT FOR RUN-AROUND**

**DOUBLING OUT OF TERMINALS**

**RUN-AROUND EN ROUTE**

**Section 1 - First-In, First-Out; Payment for Run-around**

(a) Engineers will be run first-in and first-out of terminals in the service to which assigned, excepting when assigned to certain runs. Extra engineers will be run first-in and first-out at home terminals, on vacancies of less than fifteen days, except as provided in Rule 21, paragraph (1) and Rule 22, paragraph (a).

**Turn of Pool Engineers**

(b) Except as otherwise provided in this paragraph, the turn of pool freight engineers on their respective boards will be governed by their arrival time at the head-

## **Rule 30**

ing-in switch rather than the tie-up time shown on the register. Pool engineers deadheading will be governed by their arrival time at and as shown on the register.

Engineers affected by the provisions of this paragraph will be required to show on the register the time they arrived at the heading-in switch as well as the time tied up. Failure to show on the register the time of arrival at the heading-in switch, the time tied up will govern.

Example: Pool Engineer "A" worked over the road and arrived at the heading-in switch at 10:10 a.m., and tied up at 10:30 a.m. Pool Engineer "B" deadheaded over the road on a passenger train and arrived at the terminal and went off duty at 10:20 a.m. "A" would be placed ahead of "B" on the board.

### **Turn of Extra Engineers**

(c) The turn of extra engineers on the board will be governed by their tie-up time from their previous trip, as shown on the register. An extra engineer who has been taking the place of an assigned man on a temporary vacancy of 15 days or more and is displaced, or any engineer displaced from a regular assignment and desires to displace on the extra board, will be marked up on the board as of the arrival time from their previous trip, as recorded on the register rather than the time they were displaced. If in the meantime other engineers who arrived behind them have been called for service no claims for payment of runaround as a result of such handling will be entertained.

Note 1:It is understood that if an engineer is laying off at the time he is displaced and does not immediately make displacement on the board, the provisions of this paragraph do not apply and such man will be marked at the foot of the board as of the time he reports for work.

Note 2:Extra engineers working assignments that tie up at Oakland, Alice Street and China Basin, will be marked up on the Richmond extra

board as of the time they register off duty at those points.

**Run-around at Terminals**

(d) Engineers not assigned to regular runs, who are run around in terminals, through no fault of their own, shall be allowed one (1) day's pay at the applicable rate for the engine used and class of service for which the engineer runaround stood, but not to exceed one (1) such payment in any twenty-four (24) hour period, and stand first out.

This applies to each man losing a turn.

**Engineers Not Rested**

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

Example 1 (Effective December 26, 1972): Engineers stand "A", "B" and "C". "A" has had six hours previous service, "B" has had five hours and "C" four hours. "C" is used. If trip made by "C" consumes six hours or less, pay A" and "B" runaround. If trip consumes in excess of six hours, but not more than seven hours, pay "B" only a runaround. If trip consumes more than seven hours, pay no runaround.

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

## **Rule 30**

Example 2 (Effective December 26, 1972): Engineers stand "A", "B" and "C". "A" has had six hours previous service. "B" has had five hours, and "C", four hours. Engineer is wanted for carded passenger train. "C" is used. If the carded time of train plus 30 minutes for possible delays in addition to preparatory time and final release time is six hours or less, pay "A" and "B" runaround. If carded time plus 30 minutes for possible delays in addition to preparatory time and final release time is in excess of six hours but not more than seven hours, pay "B" only a runaround.

### **Engineers Not to be Used for Second Trip At Away From Home Terminal**

(f) When a pool engineer is called for switch engine, work train, or turnaround service, at terminal other than home terminal for such engineer, he will not be called for second trip in such service when other engineer is available, until after having made a trip to home terminal. Engineers may be runaround without penalty to the Company to carry out provisions of this paragraph.

(g) When an engineer assigned to Valley pool service on the Los Angeles Division is called out of San Bernardino for trip to San Diego, then trip San Diego to Los Angeles, that on arrival at Los Angeles he will not be called for another trip to San Diego or a turnaround trip out of Los Angeles until he has made a trip to his home terminal at San Bernardino, this provided other pool engineers are available. Engineers may be runaround without penalty to the Company to carry out provisions of this paragraph.

### **Section 2 - Runaround En Route**

In event an engineer in pool freight service is runaround between terminals by other engineer or engineers working from the same pool and going to the same objective terminal, regardless of route traveled, engineer runaround will take his turn in the same order with respect to engineer or engineers running around him that

he departed the initial terminal. In the event the engineer so runaround has insufficient time to work under the hours-of-service law, engineer will be run in accordance with arrival from the distant terminal, and regain his original position upon his arrival at the home terminal, and paragraph (e) of this rule will not apply if engineer not used account previous duty is given his proper turn out of the home terminal. An engineer picked up en route by an engineer involved in runaround en route will establish turn as of his arrival.

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

If engineers cannot be given their proper turn out of their home terminal account insufficient time to work or because one or more engineers have already departed from home terminal, no further attempt will be made to return engineers to their proper standing in the pool.

Engineers running around other engineers or engineers who are run around under the above shall, upon arrival at objective terminal, place notation on the register or otherwise notify crew clerk in writing, the engineers 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.

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

Example 2: Engineers stand "A" and "B" at Los Angeles and engineer "C" is at San Diego. Engineers "A" and "B" depart Los Angeles in that order over the same

## **Rule 31**

route and "B" runs around "A" en route. Engineers arrive San Bernardino "B", "C", "A". Engineers will stand "A", "C" and "B".

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

Example 4: Engineers stand "A", "B", "C", "D" and depart in that order from terminal. Engineers "B" and "C" run around "A" en route and engineers arrive at distant terminal in following order: "B", "C", "A", and "D". Engineers depart distant terminal in following order: "B", "C", "D" and "A" account "A" not run in turn because of previous duty. Engineers will be marked up on arrival at home terminal as follows: "B", "C", "D" and "A".

## **RULE 31**

### **CALLED AND NOT USED**

(a) When an engineer is called for a train and does not perform service on account of train being annulled, or from other cause, he shall receive thirty-three and one-third miles for the class of engine and service, if released within two hours and forty minutes. If not so released he shall be paid pro rata per hour, according to class of engine and service for time so held up to eight hours and stand first out.

(b) If engine is taken from roundhouse track, engineer will be considered as having performed "Service" and will be paid under appropriate rules of the schedule and not according to preceding paragraph.

## **RULE 32**

### **HOSTLERS**

(a) Engineers who may become permanently incapacitated-

tated from performing service as engineers, either in yard or road service, are eligible for position as hostler, but cannot displace an incapacitated engineer, fireman or hostler who is his junior, when by such displacement they would be deprived of position as hostler.

Mechanical Superintendent or Division Master Mechanic shall be the judge as to whether or not men who are incapacitated are capable and in proper physical condition to perform the duties of a hostler.

(b) An engineer who may become permanently incapacitated from performing service as engineer, either in yard or road service, is eligible for vacancies in hostling service which are put up for bids. Accumulative seniority on seniority district will govern in filling such vacancies.

(c). Accumulative seniority on seniority district will govern in filling vacancies as hostlers. A hostler who is a fixture holds prior right to the assignment held by him and cannot be displaced by other than a senior fixture who may himself have been displaced.

**RULE 33**

**EXCHANGE OF ENGINES - PICKING UP**

**AND SETTING OUT DIESEL UNITS**

**BETWEEN TERMINALS**

**Section 1 - Exchange of Engines**

Road engineers required to exchange engines at points between terminals of their run and helper engineers required to exchange engines at any point within their assigned helper territory other than at their assigned terminal or at a division terminal will be paid an arbitrary allowance of one (1) hour at pro rata rate applicable to rate paid for the date on which the exchange is made in addition to all other allowances made for the trip. This payment will not be made to:

(a) Engineers making exchange of engines due to engine disability.

## **Rule 33**

(b) Engineers run for the purpose of making exchange of engines.

As to paragraph (a), where an exchange is due to an engine disability, the engineer surrendering the disabled engine will not be entitled to the arbitrary allowance as outlined in the rule. The engineer taking over the disabled engine where such is the case will be entitled to the arbitrary allowance.

As to paragraph (b), where an engineer is run for the specific purpose of making an exchange of engines, he will not be entitled to the arbitrary allowance. The arbitrary allowance will not apply where an exchange of engines is made at a district terminal. The arbitrary allowance will apply at terminals established by assignments that are not district terminals.

The rule provides ". . . will be paid an arbitrary allowance of one (1) hour at pro rata rate applicable to rate paid for the date on which the exchange is made . . .". The intent of this is that the allowance will be made at the rate paid for the service trip connected with the exchange of engines.

### **Section 2 - Picking Up and Setting Out Diesel Units in Road Service**

Road engineers on Diesel Locomotives who are receiving road rates of pay and paid under rules applicable to road service, who are required to set out or pick up a Diesel unit (or units) between terminals of a particular run which involves the making or breaking of connections between the units by a member of the engine crew, will be paid 30 minutes at the pro rata rate of the trip. The allowance provided for herein shall be paid but once at each point where such service is performed, regardless of the number of units set out or picked up at such point. The term "unit (or units)" is intended to mean a unit or units that were operated or are to be operated by the engineer on the run on which the service is performed.

The allowance provided for herein will not be appli-

cable when a unit or units are picked up or set out because of mechanical failure.

This Rule 33, Section 2 does not convey a contractual right to the service referred to in the first paragraph of this Section 2.

(Above Section 2 of this rule taken from Article VI of the July 18, 1957 National Agreement.)

**RULE 34**

**HELD AWAY FROM HOME TERMINALS**

(a) Engineers in pool freight and in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held sixteen hours after the expiration of the first twenty-four hour period, they will be paid continuous time for the 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 engineer be called for service or ordered to deadhead after pay begins, the held-away-from-home-terminal time shall cease at the time pay begins for such service or, when deadheading, at the time the train leaves the terminal, except that in no event shall there be duplication of payment for deadhead time and held-away-from-home-terminal time.

(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.

(Above Rule 34 is taken from Item 14 of National Agreement dated August 11, 1948.)

**Rule 35**

**RULE 35**

**ASSIGNED ENGINEERS HELD TO PROTECT**

**OTHER SERVICE**

Engineers on regularly assigned runs will not be required to protect any other runs except in case of emergency. If known that their services will be so required they will be notified on arrival at terminal. If so notified and not used, they will receive a minimum day for each day held, according to class of engine and service to which assigned.

Note: It is understood that this Rule 35 is not to be considered as abridging any of the Provisions of Rule 26.

**RULE 36**

**TERMINAL MILEAGE**

In passenger and freight service (including helper and work) actual mileage, if one mile or more, will be allowed between point where engineer takes charge of engine and point where road mileage begins at initial terminal, also between point where road mileage ends and point of release at distant terminal, and will be added to actual or constructive mileage of road trip; excepting that final terminal mileage will not be allowed where final terminal delay is earned.

**RULE 37**

**CONSTRUCTIVE MILEAGE**

(a) Constructive mileage shall be allowed in both freight and passenger service and in either direction between the following points:

Winslow and Williams.....	100 miles
Winslow and Ash Fork.....	129 miles

Winslow and Seligman.....	159 miles
Williams and Ash Fork .....	29 miles
Seligman and Ash Fork.....	88 miles
Seligman and Williams .....	59 miles
Ash Fork and Abra.....	32 miles
Ash Fork and Del Rio.....	37 miles
Ash Fork and Puro.....	40 miles
Ash Fork and Copper .....	43 miles
Ash Fork and Clarkdale.....	64 miles
Prescott and Ash Fork.....	64 miles
Prescott and Copper .....	20 miles
Prescott and Del Rio.....	26 miles
Prescott and Abra .....	32 miles
Drake and Clarkdale .....	40 miles
Skull Valley and Phoenix.....	124 miles
Skull Valley and Mobest.....	122 miles
Skull Valley and Matthie.....	61 miles
Matthie and Wickenburg.....	5 miles
Mobest and Wickenburg.....	56 miles
Mobest and Parker.....	167 miles
Phoenix and Wickenburg.....	58 miles
Phoenix and Parker.....	169 miles
Seligman and Needles .....	153 miles
Needles and Barstow.....	170 miles
Mojave and Bakersfield .....	77 miles
Summit and Bakersfield.....	55 miles
Summit and Mojave .....	22 miles

Constructive mileage will be allowed between the following points in freight service only:

San Bernardino and Barstow.....	100 miles in each direction
San Bernardino to Summit and return.....	53 miles

Note: The constructive mileage between San Bernardino and Barstow is not constructive mileage of the character dealt with in Question No. 54 of Interpretation No. 1 to Supplement No. 15. It is mileage used to fill out the minimum day of

## **Rule 38**

100 miles, and wherever road engineers are paid a specified number of miles as a differential apart and in addition to mileage required under minimum day rules, for the purpose of granting increased compensation to engineers, a proportionate allowance should be made to all helper engineers assigned to same territory.

- (b) When constructive mileage is allowed, it is to be used in computing overtime

## **RULE 38**

### **PAID HOLIDAYS**

#### **Section 1.**

The provisions of existing rule covering pay for holidays, set forth in Article 1 of Agreement dated June 25, 1964 and Letter of Understanding dated July 28, 1967 is hereby amended by Agreements dated March 10, 1969 and May 13, 1971 insofar as applicable to employees covered by this rule, by substitution of the following for Sections 2 and 3 of Article 1 of Agreement dated June 25, 1964.

#### **Section 2.**

The following provisions shall apply to regularly assigned engineers, firemen, hostlers and hostler helpers represented by an organization party hereto in yard service and regularly assigned road service employees paid on a daily basis:

- (a) Each regularly assigned engineer, fireman, hostler and hostler helper represented by an organization party hereto in yard service, and each regularly assigned road service employee in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall

receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays:

- New Year's Day
- Washington's Birthday
- Decoration Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day
- Employee's Birthday
- Veterans Day (Effective 1973)

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 employees 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 employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employee 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 employee must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, cancelled or abolished, or a regularly assigned employee 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

## Rule 38

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 employee'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) 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 (c) hereof, shall be applied toward such guarantee. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) hereof.

(e) 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 nine 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.

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

(g) When a regularly assigned employee, holding an assignment subject to paragraph (a) hereof, performs compensated service at least one day on his regular assignment in the week in which the holiday falls, is required to be used off his assignment to protect other service on one or both qualifying days and/or on the holiday, performing or being available for the service he is called to protect will qualify him to receive the holiday basic day's pay at the rate of his regular assignment. He

will be paid at the rate of time and one-half for service performed on the holiday provided he works on his regular assignment, and only then if he meets the qualifying requirements, set forth in paragraph (c) herein.

(h) A regularly assigned employee holding an assignment which is not subject to paragraph (a) hereof, but who is called to protect other service on an assignment which is subject to paragraph (a), will qualify for payment of the basic day for the holiday if he is available for or performs service on such assignment on the qualifying days and on the holiday, provided no other employee qualifies for holiday pay on such position. If the assignment works on the holiday, he will be paid at the rate of time and one-half for service performed on the holiday.

**Section 3**

(a) Extra engineers, firemen, hostlers and hostler helpers who meet the qualifications set forth in paragraph (b) of this Section 3 shall receive one basic day's pay at the pro rata rate on each of the following holidays:

- New Year's Day
- Washington's Birthday
- Decoration Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day
- Employee's Birthday
- Veterans Day (Effective 1973)

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

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

(b) To qualify, an extra yard service employee must:

## Rule 38

- (1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,
- (2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or,
- (3) if such employee cannot qualify under Section 3(b)(1) or (b)(2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more of such days and be so available on the other day or days.

Note: For the purpose of Section 3(b)(1), (2) and (3), an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the carrier to perform other service in accordance with rules and practices on the carrier.

(c) Deleted.

(d) Any of the extra yard service employees described in paragraph (a) of this Section 3 who works on any of the holidays listed therein 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.

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

Note 1: An employee subject to this Section 3 whose service status changes from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pay provided in paragraph (a) of Section 3

provided (1) he meets the qualifications set forth in paragraph (b) of Section 3 on the day or days he is an extra service employee, and (2) he meets the qualifications set forth in paragraph (c) of Section 2 on the day or days he is a regularly assigned yard service employee, provided further, that a regularly assigned yard service employee who voluntarily changes his service status to an extra yard service employee on any of the three qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.

Note 2: The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

Note 3: The provisions of this Section 3 will apply to extra employees on a common extra list protecting both road and yard service, to whom compensation for yard or hostling service has been credited on eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday.

#### **Section 4**

(a) The eighth paid holiday, the "Birthday Holiday" shall be applied in the following manner:

(i) The employee must qualify for his birthday holiday in the same manner as other designated holidays except that he will not be required to work or be available for work on the birthday holiday to qualify for holiday pay if he so elects by giving reasonable notice to his supervisor of his intention to be off on the birthday holiday.

(ii) An employee whose birthday falls on February 29, may, on other than leap years by giving reasonable notice to his supervisor, have February

## **Rule 39**

28 or the day immediately preceding the first day during which he is not scheduled to work following February 28 considered as his birthday for the purposes of this Article. If an employee's birthday falls on one of the eight listed holidays, he may, by giving reasonable notice to his supervisor, have the following day or the day immediately preceding the first day during which he is not scheduled to work following such holiday considered as his birthday for the purposes of this Article.

(b) When one or more designated holidays fall during the vacation period of the employee, 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.

(c) 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

## **RULE 39**

### **INITIAL TERMINAL DELAY**

#### **Section 1 - Passenger Service**

(a) Initial terminal delay shall be paid on a minute basis to engineers in passenger service and after one (1) hour's unpaid terminal time has elapsed 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 ( $\frac{1}{8}$ th) of the basic daily rate, according to class of engine used, 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.

1. Where mileage is allowed between the point of reporting and the point of departure, each mile so allowed will extend by three (3) minutes the one (1) hour period after which initial terminal delay payment begins.

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.

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) In the application of the foregoing, initial terminal delay time, when earned, is payable to pool or extra engineers who are called to doublehead or help a passenger train part way over the district, or all the way over the district, and to pool and extra engineers who are called to augment helper service at points where helper engineers are assigned, when called to help passenger trains.

(c) Initial terminal delay, passenger service, does not apply to engineers assigned to helper service and paid freight rates under Rule 14, or to engineers called for vacancies in assigned helper service account engineers being absent from their regular assignment, or engineers called for vacancies in regular assigned helper service that are up for bids.

(Paragraph (a), Section 1 is taken from August 11, 1948 Agreement.)

## **Section 2 - Freight Service**

(a) Initial terminal delay shall be paid on a minute basis to engineers in through freight service after one (1) hour fifteen (15) minutes' unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal at one-eighth ( $\frac{1}{8}$ th) of the basic daily rate, according to the class of engine used, in addition to the full mileage, with the understanding

## Rule 39

that the actual time consumed in the performance of 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 where the train is first made up.

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 one (1) hour and fifteen (15) minutes after which initial terminal delay payment begins.

Note: The phrase "through freight service" as used in this rule does not include pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, circus train (paid special rates or allowances), road switcher, district runs, local freight and mixed service.

1 - 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.

2 - 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.

Note: Where existing schedule rules require a carrier to bring engineers on duty more than forty-five (45) minutes prior to departure of the train on which they are to be used, such rules shall be revised to permit the Management to designate the time they are to report for duty.

(b) An engineer called to doublehead a freight train over an entire district, or for the entire distance run by the train, if trip does not cover an entire district will be considered as subject to the initial terminal delay rule.

(Paragraph (a) of Section 2 is taken from August 11, 1948 Agreement.)

**RULE 40**

**FINAL TERMINAL DELAY**

**Section 1 - Passenger Service**

For passenger service, final terminal delay shall be computed from time train reaches terminal station.

Except at outlying points where a switch engine is not employed, final terminal delay after the lapse of thirty minutes will be paid for the full day at the end of the trip, regardless of mileage made thereon, on the minute basis. If road overtime has commenced, terminal overtime shall not apply, and road overtime will be paid to point of final relief.

**Section 2 - Freight Service**

For freight service final terminal delay shall be computed from time engine reaches designated main track switch connection with the yard track.

Except at outlying points where a switch engine is not employed, final terminal delay after the lapse of thirty minutes will be paid for the full day at the end of the trip, regardless of mileage made thereon, on the minute basis. If road overtime has commenced, terminal overtime shall not apply and road overtime will be paid to point of final relief.

**RULE 41**

**ROAD ENGINEERS PERFORMING SWITCHING**

**Section 1 - Switching at Designated Terminal Stations**

(a) Road engineers required to perform switching at initial terminal stations named in paragraph (b) of this rule shall be paid for all time so consumed on the minute basis at the pro rata rate paid for the road trip according to class of engine or other power used, such time to be

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computed from the time the engineer reports for duty until switching is completed and train is coupled together, except when total time on duty runs into overtime, such time will be paid for at the overtime rate as per class of service and will not be paid for as switching and overtime. Payments will be made as per examples shown under paragraphs (a) and (b) of this rule, except as provided for in paragraph (c) of this rule.

Example 1: Freight engineer runs 100 or less miles. On duty 8:00 a.m., switch until 9:00 a.m., delayed in yard until 9:30 a.m. Total time on duty 7 hours. Pay 100 miles and 1 hour at pro rata rate for switching.

Example 2: Freight engineer runs 100 or less miles. Called for 8:00 a.m., switch until 9:00 a.m., delayed in yard until 9:30 a.m.. Total time on duty 9 hours. Pay 100 miles plus 1 hour at three-sixteenths of the daily rate.

Example 3: Freight engineer runs 100 or less miles. Called for 8:00 a.m., switch until 10:00 a.m., delayed in yard until 10:10 a.m., total time on duty 9 hours. Pay 100 miles plus 1 hour at three-sixteenths of daily rate, plus 1 hour at pro rata rate.

(b) Road engineers required to perform switching at final terminal stations named below shall be paid for all time so consumed on the minute basis at the pro rata rate paid for the road trip according to the class of engine or other power used, such time to be computed from the time work begins and will continue until engine is placed upon designated roundhouse track or engineer is otherwise released, except when total time on duty runs into overtime such time shall be paid for at the overtime rate as per class of service and will not be paid for as both switching and overtime. Where final terminal delays combined with final terminal switching exceeds 30 minutes, the total time will be paid for under Rule 40, except as provided for in paragraph (c) of this rule.

Example 1: Freight engineer runs 100 or less miles. Total time on duty 7 hours, delayed from heading in switch until train comes to rest in yard, 15 minutes.

Switch 10 minutes. Pay 100 miles plus 10 minutes pro rata rate for final terminal switching.

Example 2: Freight engineer runs 100 or less miles. Total time on duty 8 hours 20 minutes, delayed from heading in switch to time train comes to rest in yard 20 minutes. Switch 20 minutes. Pay 100 miles plus 20 minutes pro rata, plus 20 minutes at three-sixteenths of daily rate.

Example 3: Freight engineer runs 100 or less miles. Total time on duty 8 hours 40 minutes, delayed 10 minutes from time reaching heading in switch to time train comes to rest in yard. Switch 30 minutes. Pay 100 miles and 40 minutes at three-sixteenths of daily rate.

Examples under paragraphs (a) and (b):

Example 1: Freight engineer runs 100 or less miles. Called for 8:00 a.m., switch until 9:00 a.m., departs 9:30 a.m.. Train reaches heading in switch 3:00 p.m., switched and released 3:40 p.m., total time on duty 7 hours 40 minutes. Pay 100 miles plus 1 hour pro rata initial terminal switching, plus 40 minutes pro rata at final terminal.

Example 2: Freight engineer runs 100 or less miles. Called for 8:00 a.m., switch until 9:00 a.m., departs 9:30 a.m. Reach heading in switch 5:30 p.m., released 6:10 p.m. Total time on duty 10 hours 10 minutes. No switching performed final terminal. Pay 100 miles, plus 2 hours 10 minutes at three-sixteenths of daily rate.

Example 3: Freight engineer runs 100 or less miles. Called for 8:00 a.m., switch until 10:00 a.m., depart 10:10 a.m. Reach heading in switch 4:00 p.m., switch until 5:00 p.m. Total time on duty 9 hours. Pay 100 miles plus 2 hours pro rata initial switching, plus 1 hour at three-sixteenths of daily rate.

Example 4: Freight engineer runs 100 or less miles. Called for 8:00 a.m., switch until 10:00 a.m., departs 10:10 a.m. Reach heading in switch 4:50 p.m. Released 5:00 p.m. Total time on duty 9 hours. Pay 100 miles plus

1 hour pro rata initial terminal switching, plus 1 hour at three-sixteenths of daily rate.

The examples are for freight service. Same principle to apply for passenger service, using passenger overtime rate and hours constituting a day.

Note: It is understood that should any of the terminals named below cease to be terminals and other stations become terminals in lieu thereof, above rules will not apply to such stations after they have ceased to be terminals, but will apply to the terminal stations taking the places of such.

Albuquerque - Abajo

Belen

Gallup

Winslow

Seligman

Ash Fork (For 4th Dist.)

Bakersfield

Fresno-Calwa

Phoenix-Mobest

Needles

Barstow

San Bernardino

Los Angeles - Hobart

San Diego - 22nd Street

Riverbank - Oakdale

Richmond - Ferry Point

(c) Passenger service at stations named in Note under Paragraph (b) of this rule:

**Incoming Trip**

Item 1: Any and all picking up, setting out, or switching on incoming trips within recognized switching limits before reaching the point where road mileage ends (and terminal mileage begins) to be paid actual minutes with a minimum of fifteen (15) minutes, computed from the time switching begins until all switching is completed between such points and engine coupled onto train, separate and apart from final terminal switching and/or terminal delay or mileage, with no deduction in road or terminal mileage.

**Outgoing Trip**

Item 2: Any and all picking up, setting out, or switching on outgoing trips after leaving point where terminal mileage ends (and road mileage begins) within recognized switching limits, to be paid actual minutes with a

minimum of fifteen (15) minutes, computed from the time switching begins until all switching is completed between such points and engine coupled onto train separate and apart from initial terminal switching or terminal miles, with no deduction in terminal or road mileage.

Note: The above is not to apply to picking up, setting out or switching after reaching point where road mileage ends on the incoming trip, or before road mileage begins on the outgoing trip; such service will be paid for under paragraph (a) or (b) of this rule as the case may be.

Freight service at stations named in Note under Paragraph (b) of this rule:

Item 1: If a freight train is made up by yard or other engineer and it is necessary to set out bad order car or cars or on account of over-tonnage or no waybills, or over car limit, engineer or engineers doing the work will be paid on the minute basis for the time consumed, with a minimum of 20 minutes, time to be computed from the time switching begins until train is finally coupled together, except where engineer or engineers are required to take car to rip track, in which case payment will be made for such switching from the time the engineer reports for duty until train is finally coupled together.

Note: Item 1 has to do only with service performed in connection with setting out bad order car or cars, or on account of over-tonnage, or no waybills, or over car limit, by road engineers where the yard or other engineers have completed making up train. If the yard or other engineers performed only a portion of the switching necessary, leaving the outgoing engineers to perform a portion of the switching, the road engineers will be paid under paragraphs (a) and (b) of this rule, and would not come under Item 1.

## **Rule 41**

Road engineers required to make up their train and later find there are bad order car or cars, over-tonnage, or car with no waybills, or over car limit, the setting out of same by road engineers will be paid for on continuous time basis from the time reporting for duty until such work is completed and train is finally coupled together.

### **Incoming Trip**

Item 2: Freight engineers required to pick up or set out car or cars, or switch within recognized switching limits before reaching heading in switch where road miles end (and terminal miles begin), will be paid actual time consumed with a minimum of 20 minutes computed from time work begins until completed and train is finally coupled together. Such payment to be made in addition to regular road and terminal mileage and/or terminal delay paid for the trip, and without deduction in time on the trip except that when total time on duty runs into overtime, such time will be paid for at the overtime rate as per class of engine and will not be paid for as both switching and overtime.

### **Outgoing Trip**

Item 3: Freight engineers required to set out or pick up car or cars or switch after leaving switch where terminal miles end (and road miles begin) within recognized switching limits, will be paid actual time consumed with a minimum of twenty minutes computed from time switching begins until work is completed and train is finally coupled together. Such payment to be made in addition to regular road and terminal mileage paid for the trip, and without deduction in time on the trip, except that when total time on duty runs into overtime, such time will be paid for at the overtime rate as per class of engine and will not be paid for as both switching and overtime.

Road engineers required to double their train over at terminals named in this rule, on outgoing trips when the track upon which the train is made up will hold the train

clear of lead tracks with engine or engines and caboose coupled onto train on outgoing trips, and on incoming trips track will hold the train when coupled together without the engine or engines, such doubling over will be classed as switching under this rule.

Item 4: Freight engineers used on continuous time through terminal stations named in paragraph (b) of this rule will be paid as above explained, the same as though such stations were their initial or final terminal stations.

When two or more road engineers are called for the same time and same train and only one engine used to do switching as above, each engineer will be paid on the same basis, i.e., the same as though each engineer was used in doing such switching.

**Switching at Mobest**

(d)-1. For the purpose of switching the Ice Dock track and lead track No. 4, yard engines may operate to Mile Post 190 plus 885 feet.

2. The present switching limit will remain at Mile Post 190 plus 1833 feet, and the sign at Mile Post 190 plus 885 feet will indicate switching limits for the Ice Dock and lead track No. 4 only.

3. Should road engineers be used to perform switching at Ice Dock or on lead track No. 4, engineers will be allowed actual time consumed with a minimum of two hours.

**Picking Up and Setting Out at Oil Junction**

(e) Road engineers when required to make straight pick-ups or set-outs at Oil Junction, will be paid for actual time involved with a minimum of twenty minutes, in addition to their road trip.

**Picking Up and Setting Out at Magunden and Sunset Railway Transfer**

(f) Road engineers when required to make straight pick-ups or set-outs at Magunden and Sunset Railway Transfer, will be paid for actual time involved with a

## **Rule 42**

minimum of twenty minutes, in addition to their road trip.

Note 1:See Appendix 15 for switching at Mopeco.

Note 2:In event passenger service is restored between Williams Junction and Phoenix or Parker and Phoenix the agreement providing for payment of switching time at Williams Junction, as per Agreement of December 16, 1960, Carrier's file 82-EX, and payment for movement of passenger equipment between Union Depot, Phoenix and Mobest, as provided in Rule 41(d) of the Schedule effective February 1, 1958, will be reinstated.

Note 3:In event passenger service is restored between Williams Junction and Grand Canyon the agreement providing for payment of switching time at Williams Junction will be reinstated. (Agreement of December 16, 1960, Carrier File 82-EX).

### **Section 2. Picking Up and Setting Out at Intermediate Points**

Road engineers, as a part of a road trip, may make one straight pick-up and/or one straight set-out at intermediate points where yard engines are employed. If other switching is performed at such intermediate points, they shall be paid a minimum day at yard rates, deducting from any overtime earned on the road trip the time involved in such switching, calculated from the time the switching started until it is completed and the train coupled together.

## **RULE 42**

### **HANDLING TIME SLIPS**

#### **COMPUTATION OF EARNINGS**

##### **Section 1 - Handling Time Slips**

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, time slips will not be returned, but undisputed part of time will be allowed and prompt notice given of each correction made. When time slips are put in promptly and

time not allowed on the payroll for that month, voucher will be issued to cover shortage.

**Section 2 - Computation of Earnings - Form 816-A-Spl.**

(a) A copy of Form 816-A-Spl., or similar type payroll form showing the computation of earnings, will be made available to each employee at the location where he secures his pay check for the pay period involved as soon as distribution can be made after receipt from the Accounting Department. Delivery of the form will be made upon request of the individual at that location. If the form has not been requested by the pay day following the pay day of the period covered by the forms, they will be destroyed.

(b) A supply of statements showing standard code designation used on the payrolls will be placed at each payroll station where the individual can secure a copy on request. In the event an individual misplaces or destroys his copy of the statement and none is available at the payroll station, he can secure a copy through the Superintendent's office. The statements referred to will be revised when changes in code designations are made.

**RULE 43**

**TIME LIMIT ON CLAIMS**

(a) All claims or grievances must be presented in writing by or on behalf of the employes involved to the officer of the Company authorized to receive same within 90 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within 90 days from the date same is filed, notify the employe, or his representative, in writing of the reason for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contention of the carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be ap-

### **Rule 43**

pealed such appeal must be taken within 90 days from receipt of notice of disallowance and the representative of the carrier shall be notified of the rejection of his decision. 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 contention of the employees as to other similar claims or grievances. A claim may be amended for an engineer for whom claim is made, but a new claim may not be made beyond the 90 day time limitation.

(c) If the Local Chairman, following receipt of declination of his appeal of the claim to the Superintendent, requests in writing a conference with the Superintendent within thirty days from the date of that declination, the time limit for further appeal will not commence to run until the date of letter from the Superintendent confirming his conference decision.

(d) The procedure outlined in paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer. The decision by the highest officer designated to handle claims and grievances shall be final and binding unless within 90 days after written notice of the decision of said officer he is notified in writing that his decision is not acceptable. All claims or grievances involved in a decision of the highest officer shall be barred unless within one year of the date of such officer's decision, proceedings are instituted by the employee or his duly authorized representative, before a tribunal having jurisdiction pursuant to law or agreement, of the claim or grievance involved. It is further understood, however, that the parties may, by agreement in any particular case, extend the one-year period.

**EXCEPTION:** 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 ninety (90) days of the date of such decision, in which event the one-year period with respect to such claims shall not com-

mence to run until the date of the decision of the highest officer following such conference.

(e) Engineers may claim their time under their interpretation of agreement provisions and when proper method of payment has been determined, correct adjustment will be made to cover the period in dispute. All rights of a claimant involved in continuing alleged violations of agreement shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time such claim or grievance is disallowed by the first officer of the carrier. With respect to claims and grievances involving an engineer held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(f) This rule recognizes the right of representatives of the organization to file and prosecute claims and grievances for and on behalf of the employees it represents.

(g) This rule shall not apply to requests for leniency.

(h) It is understood that claims or grievances handled in behalf of employees will be handled under the Time Limit Rule of the applicable Schedule on which claims or grievances are based.

For Example: An employe working as engineer but making claim for compensation based on the UTU-E Agreement will be handled under the time limit provisions of that schedule. Similarly, an employe working as fireman or hostler, but making claim for compensation based on the B. of L. E. Schedule will be handled under provisions of Rule 43 of the Engineer's Schedule, etc.

## **RULE 44**

### **CALLING ENGINEERS**

#### **Time Called**

(a) Engineers will be called about one hour before time set to report for duty, and earlier if requested. They

## **Rule 45**

are required to give the location of their residences to foreman and it is expected that the caller will find them there or receive instructions there where they may be found.

(b) Yard engineers will be called on request.

### **Called By Telephone**

(c) Engineers will be called by use of telephone when requested and when so called may reside outside of limits established for engineers who are called by caller, it being the understanding that they shall not reside at a greater distance from the roundhouse than will enable them to reach there within an hour and thirty minutes from the time called. Should the telephone be out of order or there be no response to the telephone call, tickets for runaround will not be entertained unless it be established that the failure is one for which the caller or other party making the call is responsible.

When Telephone Out of Service Engineers  
Will be Called by Caller

(d) It be understood that at district terminals engineers living within established calling limits (and engineers living outside calling limits but not more than two (2) miles from roundhouse) will be called by caller if he fails to get them by telephone.

(e) Where engineers are called for service by telephone and toll charges are involved, such will be paid by the carrier.

## **RULE 45**

### **REPORTING TIME**

(a) In all classes of service other than passenger, engineers' time will commence at the time they are required to report for duty and continue until all required duties are completed.

(b) The time of reporting for duty in advance of departure shall include all time required to be consumed

by engineers in registering, checking bulletin instructions, etc.

(c) Passenger engineers who are called and placed on duty in advance of the regular time for reporting for duty for the purpose of heating or cooling train, will be paid the actual time on duty in advance of the regular reporting time on the minute basis at the pro rata rate for the trip, separate and apart from the road trip.

(d) Engineers in charge of engine tying up at outlying point when engine is taken to designated track and no watchman on duty, crew being required to fill boiler, turn off water glass clock, put chain under the wheels, cover the stack, and otherwise prepare the engine to be left for a considerable period unattended will be allowed an arbitrary of ten minutes.

## **RULE 46**

### **MANNING LOCOMOTIVES**

#### Section 1 - Preference for Positions as Engineers

(a) Wherever electric, diesel-electric or other types of motive power is installed as a substitute for steam or is now operated as a part of their system on any of the tracks operated or controlled by the A. T. & S. F. Railway Company - Coast Lines, locomotive engineers shall have preference for positions as engineers on types of motive power classified above.

(b) Engineers employed on electric, diesel-electric or other types of motive power will be paid the rates shown in table of rates, based upon weight on drivers. In the application of the rates for various weights in electric or diesel-electric locomotive service, the total weight on drivers of all units operated by one engineer shall be the basis for establishing the rate except in passenger service when the unit rates listed in Appendix "A" will apply.

(c) Employes (excluding locomotive crane operators and wrecking derrick engineers) who are assigned to and operate shop yard engines, will be paid the yard rates

## **Rule 46**

of wages and operated under the yard service rules as are specified in Rules 15, 21 and 27.

(d) This rule is without prejudice to the seniority rights of employees who are now assigned to shop yard engines. Only as vacancies occur, and new positions are created, they will be filled from the seniority rosters of the engineers.

### **Section 2 - Qualifying for Diesel-Electric Engine Service**

(a) Schooling when required of engineers for the purpose of qualifying for Diesel-Electric engine service will be paid at the two-unit rate per day applicable to Diesel-Electric Locomotives in passenger service stipulated in Appendix "A".

(b) Eight hours or less to constitute a day's work; overtime to be paid at pro rata rates on the minute basis. This allowance to be made regardless of mileage made while under instructions or deadheading.

## **RULE 47**

### **DOUBLING HILLS**

When engineers whose compensation is on a mileage basis are compelled to double, additional mileage so made will be paid for according to class of service and engine, or other power used.

## **RULE 48**

### **HOURS OF SERVICE LAW**

#### **Crews Tied Up Under the Law**

(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 after the expiration of twelve hours on duty under the Federal Law, (ten hours effective December 26, 1972), or within two hours of the time limit provided by State Laws, if State Laws govern.

**Crews Tied Up After Less Than Twelve Hours' Service**

(b) If road crews are tied up in a less number of hours than provided in paragraph (a) of this rule, they shall not be regarded as having been tied up under the law and their service shall be paid for under the schedule.

**Period of Rest**

(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 or ten hours, shall be the period of rest for the entire crew.

**Continuous Trip, Change in Destination**

(d) A continuous trip will cover movement straightaway or turnaround from the initial point to 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.

**Pay of Crews Tied Up Under the Law**

(e) Engineers in train service tied up under the law will be paid continuous time from initial point to tie up point. When they resume duty on continuous trip, they will be paid from tie-up point to terminal on the following basis: For fifty (50) miles or less, or four (4) hours or less, one-half day; for more than fifty (50) miles or more than four (4) hours, actual miles or hours, whichever is the greater, with a minimum of one day. It is understood that this does not permit running crews through terminals or around other crews at terminals unless such practice is permitted under the pay schedule.

**Crews Tied Up Under the Law and Deadheaded or Towed to Terminal**

(f) Road engineers tied up for rest under the law and

## **Rule 48**

then towed or deadheaded into terminal, with or without engine or caboose, will be paid therefor as per paragraph (e) of this rule the same as though they had run the train to such terminal.

### **Service During Time Tied Up**

(g) If any service is required of an engine crew; or if held responsible for the engine during the tie-up under the law, they will be paid for all such service.

### **Swingmen**

(h) Swingmen 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 swingmen are to be considered separately and apart from that of the balance of the crew. On the other hand, if a part of a crew, aside from the swingmen, has been in the 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 appropriate rules of the schedule preceding this rule.

(i) Where engineers tied up under the law after having in excess of 12 hours' continuous service (10 hours effective December 26, 1972) and subsequently are transported to the terminal on the train which they were handling when tying up, they will be paid continuous time from time of going on duty at the initial terminal until the tie-up time of the relieving crew.

(j) When the engineer is not transported to the terminal on the train on which he tied up but deadheads by some other means, he will be paid continuous time from time of going on duty at the initial terminal until the starting time of the deadhead and will be paid for the deadhead separately under the provisions of Rule 29 of the Schedule. It is understood, of course, that deadheading by privately owned automobile must be authorized by proper officer of the Company.

**RULE 49**

**REST**

(a) Engineers will not be called to go out when, in their judgment, they need rest; in which case they must so indicate in writing on the roundhouse register under the column headed "Remarks" at the time they record their arrival. Eight hours actual rest shall be considered sufficient time. Eight hours actual rest means eight hours in bed, one hour being allowed from time of arrival until rest begins. On long trips, i.e., twelve hours or more, as much rest in excess of eight hours will be given as the engineer desires. It is understood that engineers taking advantage of this provision designed for their comfort and thereby needlessly delaying the business of the Company, will be subject to discipline therefor. When an engineer has asked for rest he will not be called until rest is up, but may be called if necessary to move a passenger train or relieve an interruption to the main line.

(b) Engineers having less than 14 hours' service, (12 hours effective December 26, 1972), either continuous or in the aggregate, will not be considered fully rested until they have been off duty eight (8) consecutive hours.

**Example Effective December 26, 1972:**

Engineer on duty Winslow 6:00 a.m., off duty Gallup 11:00 a.m., 5 hours previous duty. On duty Gallup 3:00 p.m., off duty Winslow 7:00 p.m., total 9 hours previous duty, with 3 hours' service time to his credit. This engineer would be available at 11:00 p.m., or later, for service trip not to exceed 3 hours. He would not be considered available for service trip out of Winslow in excess of 3 hours on duty until 3:00 am. (8 hours off duty).

**RULE 50**

**INVESTIGATIONS - DISCIPLINE**

**Right to Fair and Impartial Investigation**

## **Rule 50**

(a) Engineers will not be dismissed or held out of service, or otherwise disciplined, except as provided in paragraph (b), without a fair and impartial investigation, if desired. Investigations will be held promptly but not later than fifteen (15) days following the occurrence of the incident for which the engineer is being investigated, except engineer being investigated or a material witness being unable to attend account sickness, injury, vacation or because of being on authorized leave of absence, investigation may be postponed until such time as said engineer or material witness is able to attend. Employee may, in aggravated cases such as serious collisions, be suspended pending investigation.

(b) When no formal investigation has been held and in the judgment of the Company's officials discipline in an amount not to exceed twenty (20) demerits should be assessed against an engineer, he shall be given written notice, which shall specify discipline proposed and he must promptly, in writing, either accept the proposed discipline or call for a formal investigation, which in such circumstances shall be granted.

### **Notice of Investigation**

(c) An accused engineer will be apprised, in writing, of the specific rule or rules he is charged with violating and it will be only upon his conviction of violation of the rule or rules stated in the notice that discipline can be assessed. Notice of time, place and date of intended investigation shall be given sufficiently in advance to permit the accused to obtain a representative or representatives of his choice, if desired.

The Carrier will notify and arrange for the presence at the investigation of any employee or employees known by it to possess any facts relevant to the case to be investigated.

(d) Engineers shall not be required to attend investigations until after they have had sufficient rest, unless

said engineer consents to attending investigation without sufficient rest.

**Investigation Procedure**

(e) No one except the Superintendent or his representative or the Master Mechanic or his representative, representatives of employees under investigation and representatives of the Interstate Commerce Commission, State Railroad Commission and/or State Corporation Commission will be permitted to interrogate any employee involved or any witness, or otherwise take part in the investigation. The right of appeal from local to general officers, also the right of engineers to act as committeemen, will be granted.

(f) If any witness remains present at any investigation, any other witness or witnesses desiring to do so may also remain at such investigation.

(g) If charges against an engineer are not sustained by evidence presented at the investigation, they shall be stricken from the record and the engineer shall be compensated for all time lost as result of his attendance at the investigation.

**Notice of Discipline**

(h) An engineer disciplined as a result of a formal investigation shall be notified of that fact within thirty (30) days after the investigation is completed, unless a longer time limit is mutually agreed to in specific cases.

(i) If an engineer has been suspended or dismissed from service and later it is found that discipline assessed was without just cause, such engineer will be reinstated with seniority rights unimpaired and paid for all time lost.

(j) Local Chairman will be furnished, on request, one copy of testimony taken in any investigation.

**Compensation For Attending Investigations**

(k) Engineers required by the Company to attend investigations and who suffer loss of earnings, will be reimbursed on the following basis:

## Rule 50

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

2 - Engineers not disciplined, and who are not required to deadhead to or from the place where the investigation is held, will be reimbursed for any loss of earnings resulting from attendance at such investigation.

3 - Engineers not disciplined, and who are required to deadhead to or from the place where the investigation is held, will be compensated for loss of earnings or for deadheading, whichever is the greater.

4 - Engineers 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.

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

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

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

(b) Pool freight engineers required to attend formal investigations, and who become first out and due for service while not available, will be placed at the bottom of the board, and lost earnings will be calculated as follows: If the engineer becomes available for service and goes on duty before the engineer used in his stead returns to the terminal, lost earnings shall be the one-way trip made by the substitute engineer; if the substitute engineer returns to the terminal before the engineer attending the investigation becomes available for service and goes on duty, lost earnings shall be the earnings of the substitute engineer.

(c) Extra engineers required to attend formal investigation, and who become first out and due for service while unavailable, will be removed from the

board and paid a minimum day (passenger rates for engineer assigned to passenger extra boards, and through freight rates for all other engineers) for each calendar day that they are held, and when released will be placed at the bottom of the board.

**RULE 51**

**COURT ATTENDANCE - JURY DUTY**

**Section 1 - Court Attendance**

Engineers attending court at the request of the Company will be paid at the same rates as they would have earned had they remained on their runs, and if away from home stations, in addition thereto, their legitimate expenses. Extra engineers will be paid the rate per day stipulated in Appendix "A" and if away from home station in addition thereto, their legitimate expenses. An extra man holding a run in place of an assigned man will be considered as an assigned man within the meaning of this rule. Where engineers are paid under this clause they will assign their witness fees and mileage to the Company. Where no time is lost by reason of court attendance, payment will not be allowed for such service other than engineer will be compensated for legitimate expenses incurred by reason of such attendance and will be permitted to retain witness fees, if any awarded.

Attending Coroner's inquest at instance of the Company will be considered as attending court.

**Section 2 - Jury Duty**

When an employee 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:

## **Rule 52**

- (1) An employee must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
- (2) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (3) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (4) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(Section 2 of this Rule shall become effective on January 1, 1973).

### **RULE 52**

#### **EATING RULE**

##### **Section 1. Road Service**

Engineers 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 an engineer performing work under the switching rule at final terminal, unless the engineer has been on duty five (5) hours since procuring meal and the switching to be performed will consume one (1) hour or more.

**Rule 53**

Time eating at terminals under this rule to be computed as part of the switching time.

This will not nullify present agreement with engineers as to eating at San Diego-22nd Street, which is covered by Appendix 12 hereto.

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.

**Section 2 - Yard Service**

(a) Yard engineers will be allowed twenty minutes for lunch between four and a half and six hours after starting work without deduction in pay.

(b) Yard engineers will not be required to work longer than six hours without being allowed twenty minutes for lunch, with no deduction in pay or time therefor.

**RULE 53**

**TIED UP BETWEEN TERMINALS –**

**FOOD AND LODGING**

Engineers will not be tied up between their terminals except at points where food and lodging can be procured.

(Above Rule 53 is taken from Item 16 of August 11, 1948 Agreement.)

**RULE 54**

**EXPENSES AWAY FROM HOME**

**Section 1**

**Suitable Lodging**

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 ter-

## Rule 54

minal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the carrier's expense or an equitable allowance in lieu thereof. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

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

(1) When lodging is provided at the 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.

(2) Lodging as specified in paragraph (1), will be provided at Carrier's expense at Los Angeles, San Diego, Parker and Albuquerque. Lodging will not be provided at Carrier's expense at any other location and an allowance of \$2.50 will be paid to employees governed by this agreement who qualify under the agreement referred to above.

(3) For those employees desiring to secure sleeping accommodations uptown, the Carrier will provide transportation at Los Angeles between Redondo Junction and

the agreed to hotel between the hours of 7:00 p.m. and 7:00 a.m., or when bus schedules are less frequent than 30 minute intervals. At San Diego the Carrier will provide transportation between 22nd Street and the agreed to hotel.

(4) The allowances provided for in paragraph (2) shall continue until suitable lodging, conforming to the standards set forth in paragraph 1(a) and 1(b) above is provided by the Carrier; however, in the event the organization desires that suitable lodging be furnished at Carrier's expense in the future in lieu of allowances provided in paragraph (2), at any or all locations, such request shall be subject to said Section 1 of Article II of Agreement dated June 25, 1964.

(5) The Carrier will be permitted to discontinue the present Reading Rooms at Gallup and Ash Fork and sleeping rooms in old Harvey House at Bakersfield. Present recreational and Reading Rooms at Belen, Winslow, Seligman, Needles and Barstow will be continued and made available to employees at reasonable rates, but compensatory to the Carrier's costs. Present recreational rooms at Riverbank over the depot and at Bakersfield in the old Harvey House and the bunk and lounging cars at Redondo Junction will also be continued.

## **Section 2**

### **Meal Allowances**

(1) When the Carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section 1 of this rule) 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 \$2.00 and, an additional \$2.00 meal allowance will be provided after being held an additional eight (8) hours or whatever amount or number of meal allowances shall subsequently be agreed upon between the Railway Company and the Organization.

## **Rule 55**

Note 1: Extra board employees shall be provided with lodging and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

Note 2: When advertising work trains to tie up at a convenient point, a specified station will be established as the home terminal point, and when the crew ties up at any other point, the meal and lodging rule will apply.

(2) Effective June 1, 1971 Article II (Expenses Away From Home) of the June 25, 1964 Agreement is amended to cover extra men filling temporary vacancies at outlying points subject to the following additional conditions:

- (a) The outlying point must be either 30 miles or more from the terminal limits of the location where the extra list from which called is maintained, or 60 miles or more from the reporting point of the extra list from which called.
- (b) 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.

### **RULE 55**

#### **OFFICIAL RECORD OF WEIGHTS OF**

##### **MOTIVE POWER**

(a) For the purpose of officially classifying locomotives, bulletins will be posted at each terminal showing the actual weight on drivers of all locomotives in service. The understanding is that "weight on drivers" refers to the weight on drivers of the locomotive in working condition and fully supplied with sand, water and fuel.

##### **NEW TYPE OF LOCOMOTIVE**

- (b) If a type of locomotive is introduced on a railroad

which formerly was not in use on that railroad and the rates herein provided are less than those in effect on other roads in the territory, the rates of the other roads shall be applied.

**RULE 56**

**INSPECTION OF LOCOMOTIVES**

(a) Engineers will make the best inspection possible upon arrival at terminals, but they shall not be required to go underneath engines to do so, unless such are on pit.

(b) Engineers will not be required to put away locomotive where hostlers are employed; and will be relieved of all cleaning of locomotives and equipment. Neither will they be required to place on or remove tools or supplies from locomotives where Roundhouse force or an engine watchman is employed.

**RULE 57**

**DRINKING WATER FACILITIES**

**Road Engines**

(a) The improved Mink water cooler equipment with a two-gallon clear glass jug and having a capacity for at least 25 pounds of cracked ice in the ice compartment will be placed in the cab of all operating units of Diesel locomotives used in road service, except those equipped with electric water coolers, with the further understanding:

1 - That the glass water jug will be filled to capacity (2 gallons) ; that the ice compartment will be packed to capacity by designated terminal employees other than engineer not more than one hour before engineer leaves the designated on duty point.

2 - Where engines are being run through terminals or where engineers are required to change off in yards, the water coolers will be serviced as provided for in Item 1.

3 - A paper cup dispenser, with paper cups, will be furnished, placed in a convenient location in the cab.

## **Rule 58**

4 - The water jugs and the coils and appurtenances will be maintained in a sanitary condition. The jugs will be cleaned by steam when necessary, but in no case less than each fifteen days when in service, by designated terminal employees, other than engineer.

5 - If the ice capacity of the cooler or water supply is not maintained on the locomotive between the respective terminals, arrangements will be made to replenish supply in accordance with Item 1 of this paragraph.

### **Yard Engines**

(b) Sanitary containers for drinking water will be provided on all locomotives. Water kegs, where galvanized water containers are furnished, will be provided on all locomotives. Ice will be placed on all locomotives during hot weather, beginning in the spring when in the opinion of the engineer, it is needed, and continuing until October 15th or until the end of the hot weather.

## **RULE 58**

### **TURNING ENGINES ON WYE**

(a) Where engineers are regularly required to turn engine or train on wye, between terminals, actual mileage so made will be added to the actual mileage otherwise made between terminals, and if the total includes a fraction less than one-half mile such fraction will be dropped; if one-half mile or more, to be counted one mile.

### **At Mojave**

(b) Engineers operating into and out of Mojave on continuous time basis who are required to turn their engine on the wye at that point will be paid an arbitrary allowance of one hour at one-eighth of the daily rate according to class of service and engine used, in addition to any other earnings on the trip and without deduction from the total time on duty.

It is understood that, except in cases of emergency, engineers will not be required to make back up movements between stations in order to escape payment of the arbitrary allowance of one hour.

The above does not abridge Rule 62 with respect to crews cut out at Mojave.

**At Bakersfield**

(c) Engineers in passenger service, Valley Division, will be allowed one (1) hour at one-eighth ( $\frac{1}{8}$ th) of the daily rate applicable to the class of engine used as full compensation in each instance where they are required to turn equipment of their train on the wye at Landco prior to arrival at Bakersfield passenger station. Mileage involved in turning equipment on the wye at Landco will not be considered in arriving at actual miles run.

**At San Diego**

(d) Engineers in assigned passenger service, when required prior to arrival at San Diego passenger station, to head in on wye for purpose of turning trains, will be allowed actual mileage for the trip between Los Angeles to San Diego via the wye, and when required, by competent authority, to supply power to assist yard engine in turning trains on wye on inbound trip, will be paid one hour at one-eighth of the daily rate applicable to the engine used on the road trip.

Where engineers in assigned passenger service are required to remain on locomotives and accompany trains around the wye during the dead time at San Diego, payment will be made on the basis of final terminal delay from the time train comes to rest at the station until the equipment is turned and re-spotted at the station with minimum allowance of one hour at pro rata rates.

(e) If an engineer in extra passenger service is not released or is released on credit, and during the time he is at San Diego he is required to turn his engine on the wye, he will be paid actual mileage therefor, such payment to be connected with the outgoing trip. If such engineer is given a bona fide release at San Diego and then required to turn his engine on the wye, he will be paid a day at outside hostler's rate.

## **Rule 59**

### **RULE 59**

#### **MESSENGERING AND WATCHING ENGINES**

##### **Section 1 - Messengering Engines**

Nothing in this agreement requires the Carrier to use an engineer to messenger locomotives which are being towed in trains; but if the Carrier should call an engineer to messenger engines which are towed in train the engineer so used will be paid through freight rates and under rules applicable to through freight service.

##### **Section 2 - Watching Engines**

Engineers, when necessary, are expected to take care of engines when watchman assigned to the work is unable to attend to his duties.

For this work one day's pay shall be allowed as paid to fireman, according to class of engine and service, but only to one man.

### **RULE 60**

#### **GALLUP COAL RUNS**

(a) Engineers on the Gallup coal runs shall receive yard rates, according to class of engine, eight (8) consecutive hours or less, to constitute a day, overtime computed on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to the class of engine or other power used.

(b) Where engineers ordinarily work less than nine hours, twenty minutes will be given, and where hours ordinarily worked are nine or more, thirty minutes will be given for meals without deduction in pay between four and a half and six hours from time of going on duty.

(c) Engineers regularly assigned to this work shall receive full time (six days per week), if not called for duty, and shall be paid for Sunday if worked.

**RULE 61**

**ICING CARS - LOADING AND**

**UNLOADING STOCK**

The icing of cars or loading or unloading of stock by road engineers at Albuquerque (including Abajo), Belen, Gallup, Winslow, Seligman, Needles, Barstow, San Bernardino, Los Angeles, San Diego, National City, Bakersfield, Calwa, Riverbank or Richmond, shall be paid for on the minute basis as follows, if trip exceeds 100 miles or eight hours:

If the entire time on duty exceeds the mileage of run divided by 12 1/2, overtime will be paid for at the rate of time and one-half; otherwise time consumed in loading stock to be paid for pro rata.

Example 1: Engineer on run of 101 miles reports for duty 7:00 a.m., consumes two hours loading stock, relieved at end of run - 3:05 p.m. (or earlier). Allow 101 miles and two hours pro rata.

Example 2: Engineer on the same district reports for duty 7:00 a.m., two hours consumed loading stock, relieved at end of run - 4:05 p.m. Allow 101 miles, one hour pro rata, and one hour, time and one-half.

Example 3: Engineer on the same district reports for duty 7:00 a.m., two hours consumed loading stock, relieved at end of run - 5:05 p.m. Allow 101 miles, and two hours at time and one-half.

Example 4: Engineer on a run of 125 miles reports for duty 7:00 a.m., consumes two hours in loading stock, is relieved at end of run at 5:00 p.m., allow 125 miles and two hours pro rata; if relieved at 6:00 p.m., allow 125 miles, one hour pro rata, one hour time and one-half; if relieved at 7:00 p.m., allow 125 miles, two hours time and one-half.

Like payments will be made for similar service at Ash Fork, Prescott, Phoenix and Mojave, for similar work done by engineers on beginning or ending of trip, but not in middle of run.

## **Rule 62**

### **RULE 62**

#### **CUT OUT BETWEEN TERMINALS -**

##### **UNAVOIDABLE DELAYS**

(a) It is not the intention to cut out engineers between terminals, but it is recognized that the exigencies of the service will sometimes require this, notably at such points as Ash Fork, Grand Canyon, Williams, Bagdad and Mojave. It is understood that conditions may arise at other points similar to those now existing at the points above mentioned. Engineers so cut out, if not regularly assigned, shall stand first out with respect to engineers similarly cut out, and after eight (8) hours, shall receive pay at the rate stipulated in Appendix "A" for each hour so held, up to eight hours, for each calendar day.

(b) Engineers on exclusive supply trains and officers' inspection trains may be tied up without pay between terminals over night regardless of provisions of Rule 48 but not to exceed twelve (12) hours.

(c) When from unavoidable cause trains are delayed more than 24 hours at any one point between terminals, engineers will be paid hours or miles, whichever is the greater, up to point of tie-up, and continuous time will be allowed for the first 24 hours delayed. For each succeeding 24 hours delay a minimum of 100 miles will be allowed, or, if the engineer is required to care for engine in excess of eight hours during time of delay, overtime will be paid at an hourly rate of three-sixteenths of daily rate in freight service, or one-eighth of the daily rate in passenger service, on the minute basis. It is understood that in caring for engine only one member of engine crew will be on duty at a time.

(d) As to Mojave, an engineer will not be considered as "cut out" on either a single turnaround trip from either Bakersfield or Barstow, or a trip from Bakersfield to Barstow, or Barstow to Bakersfield, unless some service performed out of Mojave.

If an engineer is cut out and performs some service out of Mojave, and returns thereto, he will be considered as cut out under this rule.

The following example represents a helper engine moving through from Bakersfield to Mojave, held at Mojave for a westbound helper trip to Summit, returning to Mojave and held there for another westbound helper trip, involving in the last instance a move from Mojave through to Bakersfield:

Lv Bakersfield 8:00 p.m. Ar Mojave 1:00 a.m.

At Mojave 1:00 a.m. to 5:00 a.m.

Pay 100 miles plus one hour overtime for service trip and one hour for turning engine on wye.

Lv Mojave 5:00 a.m. Ar Summit 6:30 a.m.

Lv Summit 6:30 a.m. Ar Mojave 7:15 a.m.

Pay 100 miles for helper trip.

Lv Mojave 10:00 a.m. Ar Bakersfield

Pay 100 miles for service trip

### **RULE 63**

#### **VACATION AGREEMENT**

Section 1 (a) - Effective January 1, 1973, each employee, 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 employee 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 effective date of the provisions of Article 3 of Agreement "A", dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by

## Rule 63

an employee 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)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See NOTE below.)

(b) - Effective January 1, 1973, each employee, 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 employee 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 effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee 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.)

Beginning with the year 1960 on all other Carriers in the application of this Section 1(b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See NOTE below.)

(c) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having ten or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee 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 ten or more years of continuous service renders service of not less than sixteen hundred (1600) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee 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.)

Beginning with the year 1960 on all other carriers in the application of this Section 1(c) each basic day in all classes of service shall be computed as 1.3 days for

## Rule 63

purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(d) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty 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 employee 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 or more years of continuous service renders service of not less than thirty-two hundred (3200) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee 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.)

Beginning with the year 1960 on all other carriers in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(e) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the or-

ganizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee 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 effective date of the provisions of Article 3 of Agreement "A" dated May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(e) each basic day in yard service performed by a yard service employee or by an employee 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.)

Beginning with the year 1960 on all other carriers in the application of this Section 1(e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (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.

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(f) - (Not applicable.)

(g) - Calendar days on which an employee 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 employee 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 employee 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.

Where an employee 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), sixteen hundred (1600) basic days under Section 1(c), thirty-two hundred (3200) 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 employee 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 employee'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 employees who have become members of the Armed Forces of the United States re-

turn to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees 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 employee 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 employee 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

## **Rule 63**

as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

Section 2. Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

### **General**

(a) - An employee 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 employee 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" between the parties, dated May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Locomotive Engineers, are concerned:

### **Yard Service**

(1) An employee 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 employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of

vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.

**Combination of Yard and Road Service**

(2) An employee 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 employee 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 employee 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 employee 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 employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5 - The absence of an employee 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.

## **Rule 63**

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 employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees 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 employee 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 employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

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

Section 8 - The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years

and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee 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 employee 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 employees, and with respect to any yard service employee 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 employee 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

## **Rule 63**

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 employees represented by the respective organizations signatory hereto and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, in so far as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen and Switchmen's Union of North America.

An employee who has taken or is scheduled to commence his vacation during the year 1949 prior to July 1, 1949 shall not be entitled to the increased vacation nor to the vacation allowance provided for herein during the period July 1, 1949-December 31, 1949.

Section 12 - This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

Section 13 - This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

Section 14 - The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, 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.

(Signatures not reproduced)

The foregoing Sections 1 through 14 taken from uniform Vacation Agreement signed at Chicago, Illinois, April 29, 1949 as amended by subsequent agreements.

### MEMORANDUM

Chicago, Illinois, April 29, 1949

Referring to agreement, signed this date, between employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, and Carriers represented by the Eastern, Western and Southeastern carriers' Conference Committees, 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 employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with  $1\frac{1}{4}$  basic days.
3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with  $1\frac{3}{4}$  basic days.
4. An employee in yard service working 12 hours will be credited with  $1\frac{1}{2}$  basic days.
5. An employee in freight service, run-around and paid 50 miles for same, will be credited with  $\frac{1}{2}$  basic day.
6. An employee in freight service, called and released and paid 50 miles for same, will be credited with  $\frac{1}{2}$  basic day.

**Rule 63**

7. An employee in freight service, paid no overtime or other allowances, working as follows:

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

will be credited with seven basic days.

8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.

9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.

10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with  $1\frac{1}{8}$  basic days.

13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with  $\frac{1}{2}$  basic day.

14. An employee is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.

15. An employee is allowed one hour as arbitrary allowance, will be credited with  $\frac{1}{8}$  basic day.

Signatures not reproduced

**INTERPRETATION OF CONTINUOUS SERVICE**  
**PROVISIONS OF SECTION 1 OF**  
**VACATION AGREEMENT**

In the 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 employee 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 employee'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 the 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

**RULE 64**

**B. L. E. DIVISION OFFICERS**  
**LAY OFF AGREEMENT**

(a) When a Local Chairman of the Brotherhood of Locomotive Engineers who is working in pool freight service or on an extra board lays off to attend a B. of L. E. Division Meeting or to handle claims and grievances of the employees he represents with the Superintendent or his delegated Representative or to represent

## Rule 64

an employee at a formal investigation called at the instance of the Company, and if while so laying off, the turn of said Local Chairman works up to first out on the working board, it will be held in that position until he reports back to work. If, while laying off for any of the purposes stated herein, his turn is run around by engineer or engineers further down on the working board, said Local Chairman laying off will, upon completion of first round trip or tour of duty following the lay off period which returns him to the home terminal, be restored to the same relative position with respect to engineer or engineers running around him that he held prior to laying off, the Local Chairman to advise the Crew Clerk of his proper position on the board.

(b) In the application of the foregoing provisions of paragraph (a), a Local Chairman desiring to avail himself of the provisions of this rule must so advise the Crew Clerk or person in charge of handling the board at the time of laying off. It is understood that Local Chairmen must, following conclusion of business for which he laid off, report back to work as soon thereafter as reasonably possible.

Note 1: In the application of the foregoing, a Local Chairman laying off for the purposes stipulated will not be considered as laying off or missing a call under the provisions of Rules 23 and 24.

Note 2: Rule 30 is amended as necessary to permit handling required under this rule without penalty to the Railway Company in the event a Local Chairman is required to make a turn-around trip out of the away-from-home-terminal and cannot be restored to his original turn at the home terminal as a result thereof, no further attempt will be made to return him to his proper standing on the board.

(c) The provisions of paragraphs (a) and (b) of this

rule shall also apply to any of the following B. of L. E. Division Officers required to attend Division Meetings or handle claims and grievances with the Superintendent or represent an employee at a formal investigation:

Chief Engineer  
Secretary-Treasurer  
Acting Local Chairman

(d) It is further agreed that the Brotherhood of Locomotive Engineers will police the terms of this Agreement and the decision of the Local Chairman with respect to any dispute that might arise in connection with the proper handling herein prescribed will be considered final and binding; in return for which, the Railway Company will be protected from any claims or liability in connection with a decision rendered by the Local Chairman with respect to this Agreement.

## **RULE 65**

### **LEAVE OF ABSENCE**

(a) Engineers must obtain permission for leave of absence from Master Mechanic or Foreman and give sufficient notice of desire to lay off so as to prevent delay. Having received leave of absence they will not be called for service until they report for duty or at the expiration of time granted in leave of absence; however, when engineers report for duty before leave of absence expires, they will be permitted to go to work.

(b) At points where extra boards are maintained leaves of absence for fifteen (15) days or less may be granted by one of the following at his discretion: Foreman, Crew Dispatcher, or Crew Clerk. Superintendent will designate the party to grant leaves of absence at each point.

(c) Engineers, 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.

## **Rule 66**

(d) Engineers confined to a hospital due to physical incapacitation or otherwise physically incapacitated, rendering it impractical to obtain formal leave of absence while so incapacitated, will be automatically protected for such absence until such time as the engineer is physically able to carry through the processes necessary for a formal leave of absence.

### **RULE 66**

#### **ROAD ENGINEERS HANDLING CABOOSE**

##### **IN LOS ANGELES YARD**

As to handling where engineers are not assigned regularly to go on and off duty at Hobart, the following will apply:

Outbound - When entire train is picked up at Hobart, yard engine will handle caboose from caboose track at Los Angeles to Redondo Junction roundhouse and place on pocket track at that point; road engineers will pick up caboose from pocket track and handle to Hobart where road engine will cut off and yard engineers will place caboose on train. Pay road engineers as an arbitrary without deduction from total time on duty the actual time consumed (with a minimum of twenty minutes) on basis of 12½ miles per hour commencing fifteen minutes after going on duty or at time road engine arrives at pocket track, whichever is later, and continuing until engine cuts loose from caboose at Hobart.

Inbound - After yarding train at Hobart road engine will pick up caboose from rear of train and handle to Redondo Junction placing same on pocket track at roundhouse where caboose to be picked up by yard engine and taken to caboose track. Pay road engineers as an arbitrary without deduction from total time on duty the actual time (with minimum of 45 minutes) on basis 12½ miles per hour from time of coupling to caboose at Hobart until same disposed of on pocket track at Redondo Junction.

## **Rule 67**

It is not the intention that road engineers shall be required to go to caboose track at Los Angeles and pick up caboose for movement to Hobart on outbound trip; neither is it the intention that road engineers shall be required to deliver caboose to caboose track at Los Angeles on inbound trip but should such handling be necessary in emergency, payment will be made on basis of arbitrary allowance of fifty miles for movement Redondo Junction to Los Angeles to Hobart on outbound trip and similar allowance on inbound trip for movement Hobart to Los Angeles to Redondo Junction in lieu of the allowances provided for in the two preceding paragraphs.

This does not in any way modify the switching rule with respect to picking up or setting out cars at Hobart, but is only applicable when entire train is picked up or set out at that point.

## **RULE 67**

### **PHYSICAL EXAMINATIONS**

#### **Section 1**

(a) Except as otherwise provided in Section 1 of this agreement, an in-service employee 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 employee 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

## **Rule 67**

available passenger train service will be used, unless upon request Carrier authorizes another mode of travel. Allowance will not be made for more time lost and expenses incurred than are necessary for the travel period, completion of the examination and expeditious return to his terminal or point of residence.

(c) 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.

(d) 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 employee shall arrange to undergo such examination in that manner.

(e) A furloughed employee 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.

## **Section 2**

In event an engineer who is found to be disqualified as a result of an examination conducted under the Company's rules governing physical examinations, including

eyesight, color sense and hearing, feels that his physical condition does not justify removal from the service, or restriction of his rights to service, such engineer, upon request in writing by himself or his representative within fifteen days following receipt of notice of disqualification, will be given further re-examination as follows:

(1) If disqualified because of physical disabilities:

(a) The engineer will be jointly re-examined by a physician designated by the Company and a physician of the engineer'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 engineer is disqualified their decision is final; if they agree the engineer 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 engineer'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 engineer's disqualification. The Board of Physicians thus selected will examine the engineer and render a report of their findings within a reasonable time, not exceeding 15 days after their selection, setting forth the engineer's physical condition and their conclusion as to whether he meets the requirements of the Company's physical examination rules. The 15-day period may be extended through mutual agreement between the General Chairman and the General Manager.

(c) The railroad company and the engineer involved will each defray the expenses of their respective physicians. The fee of the third member of the board, not ex-

## Rule 67

ceeding \$50, will be borne equally by the engineer involved and the railroad Company. Other examination expenses, such as X-ray, electrocardiograms, etc., not exceeding \$50, will be borne equally by the engineer involved and the railroad company.

(d) If the majority of the board of physicians conclude that the engineer 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 engineer'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 engineer 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 engineer 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 engineer, 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 engineer upon re-examination fails to meet the required standards on vision, color sense, or hearing, such re-examination may, if requested by the engineer 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 engineers, such field tests to be conducted in the following manner:

**For Vision and Color Perception**

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

**For Hearing**

(b) 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 engineer 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.

## **Rule 68**

### **Section 3**

With respect to the handling of engine service employees ordered to the Association Hospital at Los Angeles by the Railway Company for physical re-examination purposes, arrangements have been made whereby the Superintendents will, just as soon as they can obtain information about employees who undergo physical re-examinations required by the Company and who are not, as result thereof, released by the examiner for regular duties, notify the employee direct as to his service status and the reason why he is not qualified to resume his regular duties, with advice as to any duty restrictions imposed, if such happens to be the case. The General Chairman will be furnished copies of all such notices.

It is understood that where an employee is released for full duties after restrictions were imposed, the General Chairman will be advised of the fact by the procedure set forth in the foregoing.

(Section 3 taken from Carrier's letters of December 6 and 12, 1957, file 21-EX-GEN.)

## **RULE 68**

### **PAYMENTS TO EMPLOYEES INJURED**

#### **UNDER CERTAIN CIRCUMSTANCES**

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

(a) Covered Conditions:

This Article is intended to cover accidents involving employees covered by this Agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

(1) deadheading under orders or

- (2) being transported at carrier expense.
- (b) Payments to be Made:

In the event that any one of the losses enumerated in 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 occurring within 120 days after date of an accident covered in paragraph (a) :

Loss of Life	\$100,000
Loss of Both Hands	\$100,000
Loss of Both Feet	\$100,000
Loss Of Sight of Both Eyes	\$100,000
Loss Of One Hand and One Foot	\$100,000
Loss of One Hand and Sight of One Eye	\$100,000
Loss of One Foot and Sight of One Eye	\$100,000
Loss of One Hand or One Foot or Sight of One Eye	50,000

"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.

Not more than \$100,000 will be paid under this paragraph to any one employee 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 medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of in-

## Rule 68

juries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

### (3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$100.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

### (4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

### (c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended),

or if no such person survives the employee, for the benefit of his estate.

(d) Exclusions:

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

(1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;

(2) Declared or undeclared war or any act thereof;

(3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;

(4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;

(5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;

(6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset:

It is intended that this Article IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after July 1, 1969.

## **Rule 69**

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of March 10, 1969

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(employee or personal representative)  
agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

### **Savings Clause**

This Article IV supersedes as of July 1, 1969 any agreement providing benefits of a type specified in Paragraph (b) hereof under the conditions specified in Paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by June 2, 1969, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article IV in lieu of this Article IV.

(Article IV National Agreement of March 10, 1969)

## **RULE 69**

### **EFFICIENCY TESTS**

The necessity of making efficiency tests is recognized, but when such tests are made they should not be conducted under conditions that are hazardous to the employees.

## **RULE 70**

### **EMPLOYMENT - SERVICE LETTERS**

- (a) Engineers entering the service of this Company

for the first time shall be employed by the Superintendent or his assistants.

(b) Engineers at the time of leaving the service of the Company will be given service letter stating period of service, capacity in which employed and cause of leaving (except where statutory regulations permits showing cause of dismissal only on written request of employee), such letters to be signed and stamped by the Superintendent.

**RULE 71**

**UNION SHOP AGREEMENT**

This Agreement, made at Los Angeles, California, this 16th day of December, 1966, by and between The Atchison, Topeka and Santa Fe Railway Company, Coast Lines, hereinafter referred to as the Carrier, and its Engineers represented by the Brotherhood of Locomotive Engineers, hereinafter referred to as the Organization, witnesseth:

**IT IS AGREED:**

**Section 1.**

In accordance with and subject to the terms and conditions hereinafter set forth, all employees 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 employees 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

## **Rule 71**

shall alter, enlarge or otherwise change the coverage of the present or future Rules and Working Conditions Agreements.

### **Section 2.**

The requirements of membership provided for in Section 1 of this Agreement shall be satisfied if any employee 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 employees 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 employee from changing membership from one organization to another organization admitting to membership employees of a craft or class in any of the services above specified.

### **Section 3.**

(a) Employees 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 employees 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 their continued employment subject to such agreements,

be required within thirty-five calendar days from date of their return to such service to comply with the provisions of Sections 1 and 2 of this Agreement.

(b) The seniority status and rights of employees 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-servicemen shall not be terminated by reason of any of the provisions of this Agreement but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this Agreement.

(c) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft, and who, for reasons other than those specified in 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 employees return to any service covered by the said Rules and Working Conditions Agreements they shall, as a condition of their continued employment, be required, from the date of return to such service to take membership in one of the organizations specified in Sections 1 and 2 of this Agreement.

#### **Section 4.**

Nothing in this Agreement shall require an employee to become or to remain a member of the Organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason, other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring

## **Rule 71**

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 employees in the same status at the same time.

### **Section 5.**

(a) Each employee 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 employee 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 employee concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this Agreement shall, within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date 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 employee 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 employee 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 employee 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 employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employee 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 employee 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

## **Rule 71**

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 employee 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 employee has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Organization or the employee 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 employee 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 the appeals under this Agreement or his designated representative, the General Chairman of the Organization or his designated representative, and the employee 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 employee 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 employee, and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee 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 employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employee.

(d) It is understood that if an employee 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 employee removed from service. Employee 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 employee 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 ad-

## **Rule 71**

dress(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) Decisions made pursuant to this section shall be confined to determination of the fact of compliance or noncompliance by the employee 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 employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee 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 employee does not request a hearing. The employee 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 employee 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 employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee 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 employee 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 non-compliance with any provision of this Agreement. If the final determination under Section 5 of this Agreement is that an employee'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 employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement.

**Section 8.**

In the event that seniority and employment under the Rules and Working Conditions Agreements is terminated by the Carrier under the provisions of this Agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the Carrier involved is the plaintiff or the moving

## **Rule 71**

party in the action in which the aforesaid determination is made or in which case the Carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this Agreement.

## **Section 9.**

An employee whose employment is terminated as a result of non-compliance with the provisions of this Agreement shall be regarded as having terminated his employee relationship for vacation purposes.

## **Section 10.**

This Agreement shall become effective on January 1, 1967. It shall be construed as a separate agreement by and on behalf of the Carrier and those employees 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.

## **MEMORANDUM AGREEMENT**

It is agreed that in the application of the Union Shop Agreement signed this date at Los Angeles, California, any employee 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 employee 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:

SIGNED AT LOS ANGELES, California, this 16th day of December, 1966.

(Signatures not reproduced)

**Attachment 1**

**BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS**

Date \_\_\_\_\_

To: Mr. J. N Landreth, General Manager,  
The A.T.&S.F. Railway Company, Coast Lines,  
121 East Sixth Street,  
Los Angeles, California 90014.

You are hereby advised that

\_\_\_\_\_  
(Name of Employee)

employed as a \_\_\_\_\_ at \_\_\_\_\_,  
has failed to comply with the terms of the agreements dated December 16, 1966, between the  
Carrier and this Organization, for the reason that:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is therefore requested that such employee be so notified in accordance with the  
provisions of Section 5(a) of the December 15, 1966 agreements.

\_\_\_\_\_  
(Personal signature of the Organization  
officer designated to serve notice.)

**THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY - COAST LINES**

121 East Sixth Street  
Los Angeles, California 90014

Dear Sir:

Please be advised that the \_\_\_\_\_  
has notified me that you have failed to comply with the terms of the Agreement dated December  
16, 1966 between the Carrier and that Organization for the reason that you \_\_\_\_\_  
\_\_\_\_\_

If you desire to dispute the fact that you have failed to comply with this Agreement, and  
desire to continue your employment with the Company, you must request a hearing within ten  
(10) days of the date of receipt of this notice. This request must be in writing by Registered or  
Certified Mail and addressed to the undersigned at the above address.

If you present a request for hearing to me within the time prescribed, arrangements will  
be made as to the time and place for hearing, as well as the name of officer who will conduct the  
hearing, which will be held within the time limit prescribed by the Agreement.

If you do not so request a hearing within the ten-day period referred to, it will be assumed  
that the information furnished us by the Organization is correct and your employment will be  
terminated in accordance with the applicable provisions of the Union Shop Agreement.

Yours truly,

\_\_\_\_\_  
General Manager

Certified Mail  
Return Receipt Requested.  
cc -

**Attachment 3**

**THE ATCHISON, TOPEKA AND SANTA FE**

**RAILWAY COMPANY - COAST LINES**

121 East Sixth Street  
Los Angeles, California 90014

Date \_\_\_\_\_

To \_\_\_\_\_  
(Name)

\_\_\_\_\_  
Address

Your request for a hearing on the notice of the Brotherhood of Locomotive Engineers of your failure to comply with the Agreement dated December 16, 1966 is acknowledged.

You will be granted a hearing at \_\_\_\_\_ on  
(time)  
\_\_\_\_\_ in the office of \_\_\_\_\_  
(date) (name and title)  
at \_\_\_\_\_  
(place)

It is suggested that you bring with you to this hearing such witnesses or documentary proof of your position in the form of membership cards, current dues receipts, correspondence or other evidence, as may be helpful to the presentation of your case.

Yours truly,

\_\_\_\_\_  
General Manager

cc: \_\_\_\_\_  
General Chairman,  
Brotherhood of Locomotive Engineers

**RULE 72**

**DEDUCTION AGREEMENT**

This Agreement, made at Los Angeles, California, this 3rd day of January, 1963, by and between The Atchison, Topeka and Santa Fe Railway Company, Coast Lines, hereinafter referred to as the Company, and its employees represented by the Brotherhood of Locomotive Engineers, 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 after one year from date of signed authorization.

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.

## **Rule 72**

### **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 Division of which the employee 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 Division to the Division Superintendent, as follows:

(a) A list showing any changes in the amounts to be deducted from the wages of members with respect to whom deductions are already being made. Such list shall show both the amounts previously authorized to be deducted and the new amounts to be deducted; also the names of members from whose wages no further deductions are to be made, which shall be accompanied by revocation of authorization forms signed by each member so listed. Where no changes are to be made, the list shall so state.

(b) A list showing additional members from whose wages the Company shall make deductions as herein provided, together with an authorization form signed by each member so listed. Where there are no such additional members, the list shall so state.

### **Section 3.**

Deductions, as provided for herein, will be made monthly by the Company from wages due members for the second period in each calendar month; and the Company will, subject to the provisions of Section 4 hereof, remit to the Organization the total amount of such deductions, less sums withheld in accordance with Section 5, on or before the twenty-fifth day of the month follow-

ing the month in which such deductions are made. With such remittance the Company will furnish to the Treasurer of the Local Division 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.**

(a) In consideration of the services herein described, the Organization agrees that the Company shall retain, from the sum of all deductions made in each month, ten (10) cents per member from whom deduction is made in such month; and remit to the Treasurer of the Local Division the balance due the Organization.

(b) If either party desires to change the charges provided for in Section 5(a) hereof, the matter will be the subject of negotiation upon ten (10) days' written notice from either party to the other without affecting the balance of this Agreement.

**Section 6.**

Responsibility of the Company under this agreement

## **Rule 72**

shall be limited to remitting the amounts actually deducted from wages of members, pursuant to this agreement, subject to Section 5(a); and the Company shall not be responsible, financially or otherwise, for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the member involved and the Organization.

## **Section 7.**

The Organization shall indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this agreement

## **Section 8.**

(a) In the event of any change in the representation of any craft or class of employees presently represented by the Organization party hereto, this agreement shall be automatically terminated as to such craft or class of employees as of the date official notification is received from the National Mediation Board of such change in representation as to such craft or class of employees.

(b) This agreement shall become effective March 1, 1963, and except as provided in Section 5(b) and 8(a), shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

**DEDUCTION AUTHORIZATION**

I hereby assign to the BROTHERHOOD OF LOCOMOTIVE ENGINEERS 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, Coast Lines, by the Treasurer of my Local Division in monthly statements, certified by him as provided under the Deduction Agreement entered into by and between the Organization and the Company effective March 1,1963; 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 Division.

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)

Employee Social Security Account No. \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_  
(Street and Number)  
\_\_\_\_\_  
(City and State)

Division \_\_\_\_\_

Occupation \_\_\_\_\_

\_\_\_\_\_, 19\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Division Number)

**Attachment "B"**

**DEDUCTION AUTHORIZATION REVOCATION**

Effective \_\_\_\_\_, I hereby revoke the Deduction Authorization now in effect, assigning to the Brotherhood of Locomotive Engineers 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 1, 1963.

NAME \_\_\_\_\_  
(Last) (First) (Middle Initial)

Employee Social Security Account No. \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_  
(Street and Number)  
\_\_\_\_\_  
(City and State)

Division \_\_\_\_\_

Occupation \_\_\_\_\_

\_\_\_\_\_, 19\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Division Number)

**RULE 73**

**CAPTIONS**

It is understood the captions of rules in this agreement are for the purpose of identification only and are not to be considered a part of the rule.

**RULE 74**

**DURATION OF AGREEMENT**

This Agreement is effective January 1, 1973 and shall remain in effect subject to the conditions embodied in opening paragraph captioned "Schedule for Engineers" of page 1 hereof.

FOR THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY - COAST LINES:

D. G. RUEGG

General Manager - Acting

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS:

F. E. ASBELL

General Chairman

W. C. HUEBNER

Vice General Chairman

Los Angeles, California, November 20, 1972.

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## APPENDIX 1

### G-2 RULE - FORMER ARIZONA DIVISION

It is agreed that the following will be substituted for present rule appearing as paragraph (g) of Rule 19 of agreement for Engineers, to be applicable on the former Arizona Division and, for the purpose of this agreement, will be identified as paragraph G-2:

“Firemen having successfully passed qualifying examinations shall be eligible as engineers. Promotion and the establishment of a date of seniority as engineer, as provided herein, shall date from the first service as engineer, when called for such service, provided there are no demoted engineers back firing. No demoted engineer will be permitted to hold a run as fireman out of any terminal on a seniority district while a junior engineer is working on the engineers extra list, or holding an assignment as engineer out of such terminal; it being understood that an engineer cut off the engineers extra list at any terminal on a seniority district may displace any engineer his junior on that seniority district; it being further understood that engineers will be required to fill all positions of engineers on any seniority district before firemen are promoted or engineers hired on that seniority district.”

When engineers are forced from one G-2 District to another G-2 District on account of list of demoted engineers being exhausted on that District those who have filed written request with the foreman will be permitted to return to their home District as soon as their services are no longer needed at that point.

### INTERPRETATIONS

(1) On the X. Y. Z. Railroad, the men hold seniority rights over the entire system, which has four terminals (A, B, C and D), where the men live and work out of, and where working lists of engineers and firemen are maintained. If business falls off at (A) to such extent that it is found necessary to reduce the number of engineers at that point, reductions will be made according to the seniority of the engineers working out of (A), regardless of the fact that junior engineers may be working out of (B, C, or D).

(2) Engineers cut off the list of (A) under the above example may displace any fireman or hostler their junior at (A), or they may displace any engineer their junior at (B, C or D).

(3) Engineers cut off the list at (A) under the above example cannot take a position as fireman or hostler at any

## Appendix 2

terminal except (A), while there are engineers their junior working at any one of the other three terminals (B, C or D).

(4) If, after the engineers' list has been cut at (A), business picks up and there is need for additional engineers at that point, a portion or all of the men that were demoted at (A) during business depression, can be assigned to the engineers' list at (A), without requiring senior engineers (whether demoted or actually assigned as engineers) at (B, C or D), to take service as engineers at (A).

(5) If all demoted engineers at (A) have been returned to the engineers' list and because of increased business, it is found that additional engineers are still needed at that point, the senior demoted engineers at (B, C or D) - if there are any - will be required in the order of their seniority to take assignment as engineers at (A), before additional firemen are promoted, or engineers hired; it being understood they may return to their home terminal (B C or D), when their seniority as engineers entitles them to a place on the engineers' list at their home terminal (B, C or D).

(6) If a business depression at (A) requires the engineers' list to be cut while, at the same time, an increase in business at (D) has resulted in all of the demoted engineers at that point having been returned to the engineers' list, and there is still need of additional engineers at (D), the men cut off the engineers' list at (A) will be required to assist in protecting the engineers' board at (D), in the manner set forth in Example (5); before additional firemen are promoted or engineers hired.

This rule is adopted and being placed in effect on the Arizona Division as a trial, it being understood that neither the committee nor the railway company commits themselves to a continuance of the rule because of same being temporarily placed in effect. It is understood further that either the joint committee or the railway company may give notice of a desire to return to the schedule article as printed, and such notice having been filed arrangements will be made to return to schedule practice without unnecessary delay.

(Carrier's letters of October 9, 1925, file 1-XE and February 17, 1939, file 3-E.)

## APPENDIX 2

### G-2 RULE - LOS ANGELES DIVISION

It is agreed that the following will be substituted for present rule appearing as paragraph (g) of Rule 19 in agreement for Engineers, to be applicable on the Los Angeles Division South of

Barstow and, for the purpose of this agreement, will be identified as paragraph G-2.

"Firemen having successfully passed qualifying examinations shall be eligible as engineers. Promotion and the establishment of a date of seniority as engineer, as provided herein, shall date from the first service as engineer, when called for such service, provided there are no demoted engineers back firing. No demoted engineer will be permitted to hold a run as fireman out of any terminal on a seniority district while a junior engineer is working on the engineers' extra list, or holding an assignment as engineer out of such terminal; it being understood that an engineer cut off the engineers' extra list at any terminal on a seniority district may displace any engineer his junior on that seniority district; it being further understood that engineers will be required to fill all positions of engineers on any seniority district before firemen are promoted or engineers hired on that seniority district."

When engineers are forced assigned from one G-2 District to another G-2 District on account of list of demoted engineers being exhausted on that District those who have filed written request with the foreman will be permitted to return to their Home District as soon as their services are no longer needed at that point and will be relieved before a senior man is permitted to return to firing service at either their home District or the District to which assigned. In event a man senior to those forced assigned on another G-2 District stands in seniority order to return to firing service on the Home District of the man or men forced assigned, such man standing to enter firing service will be sent to relieve a junior man who has been forced assigned to another G-2 District.

Men desiring to be relieved to return to their home District under the provisions of this rule must make written application in triplicate to those handling crews at either the home District or the District to which forced assigned to be acknowledged and one copy retained by the man submitting request. Such request to be valid must be made prior to performance of service on assignment to which forced assigned.

When an engineer is force assigned to the opposing terminal under this agreement he would be considered as entitled to relief so long as he remains at that terminal regardless of the fact that he might have displaced on or bid in a different vacancy than the one to which forced assigned. However, if the engineer forced assigned bids to another terminal as engineer and then bids back into the terminal where previously forced assigned he would be considered as having lost his forced assigned status and would not be entitled to relief under this rule.

In the application of the above Paragraphs it is understood that

## Appendix 2

the man forced assigned to the away-from-home district would be paid the deadhead, but in the event he requests relief because of a senior man returning to firing service on his home district, he will not be paid for the deadhead returning home, nor will any subsequent men who relieve on the assignment be entitled to deadhead payment.

The following will be considered as districts of the Los Angeles Division:

1. San Bernardino to Atwood on Third District, San Bernardino to Azusa on Second District, and San Bernardino to Barstow on First District, will be known as the San Bernardino District.
2. Los Angeles to and including Azusa on Second District, Los Angeles to and including Atwood on Third District, including the Olive District, Fullerton to and including Oceanside on Fourth District, and Harbor District, will be known as the Los Angeles District.
3. National City to Oceanside will be known as the San Diego District.

NOTE: Assignments will be considered as a part of the district on which home terminal or tie up point is located.

NOTE: The operation of crews through San Bernardino or Los Angeles as provided for under schedule rules is not affected by this agreement.

Understandings as to application of (g)-2:

(1) On the X.Y.Z. Railroad, the men hold seniority rights over the entire system; which has four terminals (A, B, C, D) where the men live and work out of, and where working lists of engineers and firemen are maintained. If business falls off at (A) to such extent that it is found necessary to reduce the number of engineers at that point, reductions will be made according to the seniority of the engineers working out of (A), regardless of the fact that junior engineers may be working out of (B, C or D).

(2) Engineers cut off the list of (A) under the above example may displace any fireman or hostler their junior at (A) or they may displace any engineer their junior at (B, C or D).

(3) Engineer cut off the list at (A) under the above example cannot take a position as fireman or hostler at any terminal except (A) while there are engineers their junior working at any one of the other three terminals, (B, C or D).

(4) If, after the engineers' list has been cut at (A), business picks up and there is need for additional engineers at that point, a portion or all of the men that were demoted at (A) during the business depression, can be assigned to the engineers' list at (A), without requiring senior engineers (whether demoted or actually

assigned as engineers) at (B, C or D), to take service as engineers at (A).

(5) If all demoted engineers at (A) have been returned to the engineers' list and, because of increased business, it is found that additional engineers are still needed at that point, the senior demoted engineers at (B, C or D), if there are any, will be required in the order of their seniority to take assignment as engineers at (A) before additional firemen are promoted, or engineers hired; it being understood they may return to their home terminal (B, C or D) when their seniority as engineers entitles them to a place on the engineers' list at their home terminal (B, C, or D).

(6) If a business depression at (A) requires the engineers' list to be cut while, at the same time, an increase in business at (D) has resulted in all of the demoted engineers at that point having been returned to the engineers' list, and there is still need of additional engineers at (D), the men cut off the engineers' list at (A) will be required to assist in protecting the engineers' board at (D) in the manner set forth in Example (5) before additional firemen are promoted or engineers hired.

### **APPLICATION**

After the effective date of this agreement when the board at any of the terminals stands to be increased or engineers are needed, the senior demoted man or men who have worked on that district in firing service at any time during the previous six-months period will be required to take assignment as an engineer on that district in seniority order on the engineers' roster, irrespective of where the man or men may be working at the time.

Example 1. Demoted Engineer "A" has, within the past six months, worked in firing service on the San Bernardino District only. "A" is required to protect his seniority as an engineer only on the San Bernardino District except as otherwise provided in (g)-2.

Example 2. Demoted Engineer "A" has, within the past six months, worked in firing service on both the San Bernardino and San Diego Districts. The San Diego board is increased first. "A" is the senior man who has worked in firing service on that district. "A" is accordingly set up and assigned on that district, regardless of where he may be working at the time the San Diego board was increased.

Example 3. Within the past six months demoted Engineer "A" has worked in firing service on all three of the districts described in this agreement and the Los Angeles board is increased first. "A" is the senior man who has worked in firing service on that district and he is set up and assigned in accordance with his

## Appendix 2

seniority on that district, regardless of where he may be working at the time the Los Angeles board was increased.

NOTE 1: In the event a demoted engineer stands to be set up and assigned as an engineer out of two or more terminals on the same date, the senior man or men to be assigned will have their choice of districts to be assigned to, in seniority order.

NOTE 2: When a demoted engineer who is working as fireman on one district is set up as an engineer on another district because of having performed firing service on the latter district within the past six months, no payment for deadhead movements will be due. However, if he is set up as engineer on an adjoining district because there are no demoted engineers on that district, payment for deadhead movements will be made.

It is understood that the letter agreement of October 7, 1937 will remain in effect and all yard vacancies for engineers on the Los Angeles Division South of Barstow will be open to men who have established a seniority date as engineer and if no senior man desires the vacancy, it will be assigned to the senior demoted engineer or furloughed engineer, as the case may be, who stands to be set up to protect the work on that district. In the event there are no demoted engineers on the district protecting the work, the senior demoted engineer on the division will be assigned regardless of assignment he holds at the time.

NOTE: In the application of the above, a fireman who holds a yard engineer's assignment which he has bid in while working as a fireman will not be classified as an engineer.

In applying the above rules, the following will govern:

Question 1: Engineer "X" is assigned to engineers' extra board and prefers a switch engine in preference to the extra board and bids on the switch engine. Sometime later, the engineers' extra board is reduced to such extent that Engineer "X" is cut off and due to return to firing job in seniority order - should he be automatically returned to firing job and the switch engine readvertised or should he be given the privilege of retaining the switch engine without it being readvertised?

Answer: The yard job for Engineer held by "X" should be advertised for seniority choice and if "X" desires to remain thereon, he must place bid for same. Should he be outbid at the close of bulletin, he then has 48 hours to exercise his seniority.

Question 2: Demoted Engineer "X" is holding a regular as-

signment as fireman; a switch engine is advertised for bids and demoted Engineer "X" is the senior bidder and is assigned - at a later date the engineers' extra board is increased to such extent that Engineer "X" is entitled to extra board. Is he entitled to give up the switch engine and take the extra board, thus requiring that the switch engine be readvertised? Under what conditions can Engineer "X" be relieved from the switch engine?

Answer: The answer to Question No. 1 applies.

A demoted engineer, set up and forced assigned as engineer, must take the job to which forced assigned.

A man assigned as an engineer on one district cannot bid in or displace on an assignment as engineer on the other district when men his senior are in firing service on that district. Likewise, a man holding an assignment as fireman or a yard engineer's assignment which he had bid in on one district cannot bid in or displace on an assignment as fireman or yard engineer on the other district when men his junior are in service as engineer on that district.

Any schedule rules, interpretations, or understandings not in conflict with this agreement will remain in effect.

This agreement signed at Los Angeles this 27th day of September shall become effective October 8, 1956 and shall continue in effect for a period of six months and subsequent thereto, subject to the right of any of the parties signatory hereto to serve ten (10) days' written notice of desire to return to the schedule as printed, whereupon at the expiration of the ten (10) days, schedule rules will automatically go into effect.

For the Brotherhood of Locomotive Engineers, a majority vote of the members on the seniority district must be secured through referendum vote to authorize the committee to cancel this agreement.

(Memorandum of Agreement dated September 27, 1956 which was placed in effect October 8, 1956 and subsequent revisions. Carrier's file 3-E.)

### **APPENDIX 3**

#### **DEMOTED ENGINEERS**

#### **FILLING YARD VACANCIES**

##### **Section 1 - Former Arizona Division**

It has been agreed, subject to cancellation by either party to this agreement on ten days' written notice, that all yard vacancies for engineers on the former Arizona Division will be open to men

### Appendix 3

whose names are shown on the engineers' seniority roster with the understanding that if no bids are received for the vacancy it will be protected as stipulated in the Engineers' contract.

It is further understood that in the event a man lays off for sickness or other reason, the vacancy will be filled under the rules of the Engineers' Schedule the same as any other vacancy.

Interpretation re: application of above rule when extra board is increased or decreased:

Case 1. Engineer "X" is assigned to the engineers' extra board and prefers a switch engine in Barstow Yard to extra board at Needles and, therefore, bids in the switch engine. Sometime later the engineers' extra board is reduced to such an extent that engineer "X" is cut off and due to return to a firing job in seniority order.

Question: Should he automatically be returned to a firing job and the switch engine re-advertised, or, should he be given the privilege of retaining the switch engine without it having to be re-advertised?

Answer: The yard job for engineer held by "X" should be advertised for seniority choice and if "X" desires to remain thereon, he must place bid for same. Should he be outbid at close of bulletin he then has twenty-four (24) hours to exercise his seniority. This will automatically protect rights of all men concerned.

Case 2. Engineer "X" is holding a regular assignment as fireman. A switch engine at Barstow is advertised for bids and engineer "X" is the senior bidder and is assigned. At some later time the engineers' extra board is increased to such extent that engineer "X" is entitled to the extra board at Needles.

Question: Is he entitled to give up the switch engine and take the extra board thus requiring that the switch engine be rebulletined? Under what conditions can Engineer "X" be relieved from the switch engine at Barstow?

Answer: The answer to Question No. 1 applies.

When the engineers' extra board is reduced, the men cut off will be permitted to pass up any yard jobs held by men who bid them in while working as firemen under the provisions of this Appendix.

As to yard jobs held by men their junior who either bid them in or were forced thereon account no bids, the engineers cut off from the extra board will be required to displace such men.

(Carrier's letters of January 7, 1937, November 27, 1937, and June 11, 1948, file 4-E.)

### Section 2 - Los Angeles Division - South of Barstow

It has been agreed between the parties concerned that the pro-

visions of Section 1 of this rule applicable on the Former Arizona Division and interpretations contained therein are extended in their entirety to the Los Angeles Division South of Barstow.

(Carrier's letter of October 7, 1937, file 4-E.)

**Section 3 - Valley Division - Stockton-Mormon  
and San Francisco**

It has been agreed between the parties concerned that the provisions of Section 1 of this rule applicable on the Former Arizona Division and interpretations contained therein are extended in their entirety to Stockton-Mormon and San Francisco, it being understood, however, that anyone holding seniority as engineer on the Valley Division West of Bakersfield shall have the right to bid on yard assignments at these two points.

It is understood in the application of this Section 3 that a demoted engineer who is forced assigned to a vacancy closing out without bids at an outlying point must take the assignment to which he is forced assigned and will not be permitted to displace on an assignment held by an Appendix 3 Fireman.

(Carrier's letters of May 26, 1964 and February 19, 1971, file 4-E and 4-F.)

**APPENDIX 4**

**FILLING YARD VACANCIES**

**ARIZONA DIVISION AND SAN DIEGO**

**Section 1 - Former Arizona Division**

1. (a) On and after January 1, 1954 all yard vacancies, regular and/or temporary, for engineer's side of yard engine on the old Arizona Division, shall be posted for seniority choice of engineers and all men who are engaged in firing and hostling service at the time vacancy, or vacancies, occur, who have acquired three (3) years' experience in road firing service on the old Arizona Division and have passed the qualifying examination for promotion to engineer, as provided in Rule 19 of the Engineers' Agreement and Article 3 of the UTU-Enginemen's Agreement.
- (b) Firemen who have not (on effective date of this agreement) established seniority date as engineers as provided in Rule 19 of the Engineers' Agreement and Article 3 of the UTU-Enginemen's Agreement, will not establish seniority date as engineers because of having been used, or assigned, as such under the provisions of this agreement, unless such

## Appendix 4

fireman is the senior fireman who stands to be put on the engineers working list.

(c) APPLICATION:

In the event no bids are received for vacancy, or vacancies, for yard engineer's side of yard engine, the senior demoted engineer on the district protecting the work shall be assigned.

2. Nothing in the agreement shall be construed to preclude proper exercise of seniority in yard service for engineer's side of yard engine by any of the aforementioned employees in paragraph (a), Item No. 1 above.
3. Schedule rules contained in the Engineers' and Firemen's agreements that are in conflict with this agreement shall be modified and remain in such status during the life and existence of this agreement.
4. The above to remain in effect for a period of ninety (90) days and thereafter subject to ten (10) days' cancellation notice by any of the parties signatory to this agreement. (signatures omitted)

(Memorandum of Agreement dated at Los Angeles, California, December 15, 1953.)

### Additional Understandings Applicable to this Appendix 4.

It is agreed that paragraph (a) of the agreement above referred to would apply only to vacancies of 15 days or more, vacancies of less than 15 days to be filled under the Engineers' Agreement.

It is further agreed that firemen with a live bump as fireman can displace on an advertised vacancy of yard engineer but would be subject to the rules contained in G-2 Agreement when making such displacements.

In applying the above, it is not the intent that vacancies of 15 days and less than 32 days will be posted at points other than the yard where vacancy occurs in accordance with provisions of Rule 22(c) of the Engineers' Agreement.

(Carrier's letter of October 12, 1959, file 3-E.)

## Section 2 - At San Diego

Effective September 1, 1970, letter-agreement dated October 7, 1937 and so-called G-2 Agreement covering the Los Angeles Division, as contained in Appendix 2 of the Engineers' Agreement and Appendix 1 of the UTU-Enginemen's Agreement, are modified by Memorandum of Agreement dated at Los Angeles, California, August 27, 1970 to the extent that the provisions of Section 1 of this Appendix 4 are to be applied in their entirety to yard engineers' vacancies at San Diego.

**APPENDIX 5**

**FILLING YARD ENGINEERS' VACANCIES SECOND  
AND THIRD DISTRICTS ALBUQUERQUE DIVISION**

It is understood that with respect to the method of manning engineers' side of yard engines on the Second and Third Districts of the Albuquerque Division, as provided for in Memorandum of Agreement effective August 25, 1949, and the subsequent Supplemental Agreement pertaining thereto will remain in effect subject to the conditions stipulated therein.

**APPENDIX 6**

**MEDIATION AGREEMENT A-2575 -  
ENGINEERS CHANGING OFF IN YARDS**

(1) Engineers in freight service will continue to go on and off duty at roundhouse register room or crew dispatcher's office as now.

(2) Where engineer is relieved from or takes charge of engine on yard track, he will be paid for final terminal mileage or terminal delay or initial terminal mileage on the same basis as though the engine was actually handled to or from the roundhouse - it being understood that at final terminal no payment will be made for terminal mileage where final terminal delay is earned.

(3) Engineers will not be required to relieve each other at points in the yard which will necessitate the men walking long distances (not over  $\frac{1}{4}$  mile) or climbing through or over cars.

(4) At points where practice of changing off engineers in the yard is regularly established, shelter from the weather for use of engineers while awaiting arrival of train will be provided in the vicinity of point where engineers change off.

(5) Where engineers change off in yards and the distance between point of going on or off duty and the point nearest available to change off point is in excess of  $\frac{1}{4}$  mile, transportation will be furnished.

(6) Where engineers change off in yards, they will be accorded relief under Rule 56 of the current schedule in the same manner as though the engines were received or delivered on the designated roundhouse track.

(7) At points where engineers are changed off in yards, the

## **Appendix 7**

incoming or outgoing engineer may be required to make one movement with the locomotive to or from another yard track as necessary to permit of switching of train but not for the purpose of spotting engine to be serviced or exchanging one engine for another.

In addition to the above general handling, the following will govern at specific stations as shown:

Gallup - Change off engineers at a point just east of yard office and on westward trains outgoing engineer to pull train into yard track on same basis as in effect at Seligman per Appendix 7.

Ash Fork- On westward trains en route from Third to Fourth District, incoming engineers, after yarding trains, return with engine to point in front of station where Fourth District engineers take charge of same. Incoming and outgoing engineers to register off and on duty at station. On eastward trains, from Fourth District to Third District, engineers change off in vicinity of roundhouse.

Prescott - Change off in vicinity of station and on eastward trains outgoing engineers pull train into yard track on same basis as in effect at Seligman per Appendix 7.

Seligman - Continue present practice of changing off at Harvey House Crossing, per Appendix 7.

Barstow - Westward trains change off at roundhouse.

Practice of changing off in yards (subject to conditions as shown in this memorandum) may be inaugurated in the discretion of the Management and may also be discontinued at any time as the Management may consider desirable. It is recognized that in yards where engineers ordinarily relieve each other on yard tracks, there may be variation in the practice as to individual trains making it necessary to change off at roundhouse tracks and in this event outgoing engineer will be so advised before leaving register room and incoming engineer will be notified upon arrival in yard and they will then handle engine to roundhouse track after yarding train.

(Mediation Agreement A-2575 dated December 19, 1947.)

### **APPENDIX 7**

#### **ENGINEERS CHANGING OFF IN SELIGMAN YARD**

(1) Third and Kingman Districts, Albuquerque Division, engineers when handling freight trains may be changed off at what is known as the Harvey House crossing at Seligman in both directions without claims or penalties of any kind.

(2) On eastward trains when Kingman District engineers change

off with Third District engineers at the Harvey House crossing, Third District engineer may be required to pull the train into the yard and yard such train on more than one track if the track used is not sufficient to hold the train, or may be required to pull the train a sufficient distance to clear the switching lead and this may be done without claims or penalties of any kind.

(3) On westward trains when Third District engineers change with Kingman District engineers at the Harvey House crossing, Kingman District engineer may be required to pull the train into yard and yard such train on more than one track if the track is not sufficient to hold the train, or may be required to pull the train a sufficient distance to clear the switching lead and be done without claims or penalties of any kind.

(4) In the application of this agreement, engineers of either District may after yarding the inbound train in the manner specified in items (2) and (3) hereof, handle out of Seligman a train other than the one yarded by them and this may be done without claims or penalties of any kind.

(5) If engineers of either district are required to yard inbound trains at Seligman and in doing so are required to yard the train on more than one track when the track used is sufficient to hold such train, such engineers will, if a yard crew is on duty, be paid a minimum yard day.

(Carrier's letter of October 31, 1944, file 9-E.)

## **APPENDIX 8**

### **HANDLING PASSENGER ENGINES TO AND FROM**

#### **ROUNDHOUSE - (EXCEPT WINSLOW, BARSTOW,**

#### **LOS ANGELES AND SAN DIEGO)**

(1) Engineers assigned to protect assigned passenger service or engineers representing regularly assigned engineers who operate engines which, while normally run through, are changed out after arrival at the passenger stations:

- (a) When it is necessary that engines be changed out, hostlers will handle the engines to and from the roundhouse when it will not result in delay to the train or delay in moving engine to the roundhouse.
- (b) If hostlers are not immediately available to handle the engines from the passenger station to the roundhouse and to wait until they are available would cause delay in getting the engine to the roundhouse, the engineers will be re-

## Appendix 9

quired to make delivery of the engine to the roundhouse and will be compensated therefor on the actual minute basis at one-eighth of the daily rate with a minimum of one hour, the time to be computed from time of arrival until delivery of engine is made to the roundhouse and the crew returns to the normal place of release from duty.

- (c) If hostlers are not immediately available to handle the engine from the roundhouse to passenger station and to wait until they are available would cause delay to the train, the engineer will be required to report at the roundhouse and handle the engine to the passenger station prior to departure on road trip and will be compensated therefor on the actual minute basis at one-eighth of the daily rate with a minimum of one hour, the time to be computed on the basis of the time required to report for duty in advance of the time of normal reporting.

(2) Belen and Albuquerque: When it is necessary to change engine out the engineers referred to in Item (1) will be required to deliver the engine to or from the roundhouse with payment therefor on the basis of Items 1-(b) and 1-(c).

(3) Winslow: Appendix 9 applicable.

(4) Barstow: Appendix 10 applicable.

(5) Los Angeles: Appendix 11 applicable.

(6) San Diego: Present practice to continue.

(Carrier's letter of September 9, 1942, file 21-F.)

## APPENDIX 9

### RUNNING ENGINES THROUGH WINSLOW

With respect to engineers in assigned passenger service on Second and Third Districts of Albuquerque Division, it is agreed:

- (1) To take care of movement of engines to and from roundhouse by use of hostler.

(2) Provide facilities in the former La Posada Building for use of engineers assigned to passenger service, room to be equipped with steam heat, electric lights, shower, wash basin, and toilet facilities, and will install roundhouse register, law sheets, work reports, and bulletin board on which bulletins affecting engineers will be posted.

(3) Will provide shelter equipped with steam heat in vicinity of east end of passenger platform for use of engineers while waiting for eastward trains. As explained in conference we are not agreeable to furnish similar facility at west end of platform for the reason same not considered as necessary.

In making arrangements as proposed, it would seem necessary that some understanding be reached with respect to handling of pool engineers where passenger trains are doubleheaded, and the following is proposed:

- (a) Where train is doubleheaded and engine runs through Winslow pool engineer to go on and off duty at the passenger station.
- (b) Where train is doubleheaded into Winslow and the second engine cuts out at that point, such engine to be cut off train at passenger station and pool engineer to handle same to the roundhouse and go off duty at that point.
- (c) Where train is doubleheaded out of Winslow and second engine added at that point pool engineer to go on duty at the roundhouse and handle engine from roundhouse to station, where same will be attached to train.

In the two latter cases, (b) and (c), where second engine cuts in or out at Winslow, the understanding being that no payment will be claimed or allowed for movement of engine to or from roundhouse other than as provided in Rules 36 and 40 of the schedule.

(Carrier's letters January 22, 1941 and March 6, 1964, file L-29085 and 61-XE.)

## **APPENDIX 10**

### **ON AND OFF DUTY POINT FOR ENGINEERS**

#### **AT BARSTOW**

It is agreed that engineers in passenger service arriving at Barstow will be relieved and go on duty at the passenger station.

In instances where engineers are required to move their engines from the passenger yard to the roundhouse or from the roundhouse to the passenger yard, Barstow, they will be paid a minimum of one hour or total time consumed in making the move, whichever is the greater, as stipulated in paragraphs (b) and (c) of Appendix 8.

Regarding the place where freight men are to receive their engines, it is understood that engines will be placed as convenient to the new locker room as consistent.

The provisions of Mediation Agreement A-2575 not specifically changed herein will remain in effect at Barstow.

(Carrier's letters of January 8 and 29, 1953, file AE-54072.)

## Appendix 11

### APPENDIX 11

#### ENGINEERS IN PASSENGER SERVICE OPERATING INTO AND OUT OF LOS ANGELES UNION PASSENGER TERMINAL

(1) Engineers regularly assigned to passenger service, operating in and out of LAUPT, or extra engineers relieving the assigned men, will go on and off duty at the LAUPT, and will not be entitled to terminal mileage to and from the roundhouse at Redondo Junction during the life of this agreement, but will be paid terminal delay, when earned.

(2) It is agreed that engineers assigned to passenger service, going on and off duty at LAUPT, will not be required to report for duty more than thirty (30) minutes in advance of the schedule leaving time of their train, and regular assigned engineers, or those relieving the assigned men, will be relieved from duty on arrival at LAUPT.

(3) It is further agreed that engineers on outgoing trains may be required as a part of their road trip to set their engine over onto the train when the engine has been left near the north end of the train sheds.

(4) Engineers, on extra sections of regular trains, on special trains or on helper engines operating in and out of LAUPT will continue to handle their engines between LAUPT and the roundhouse at Redondo Junction as in the past and will be paid terminal mileage or terminal delay in accordance with schedule rules.

(5) A sufficient number of lockers to provide one for each man assigned will be provided at LAUPT; eight (8) additional lockers to be provided for use of extra engineers, relieving the assigned men at that point.

(6) This agreement shall become effective July 15, 1952 and shall continue in effect until ten (10) days' written notice shall have been given to either party of a desire to change or terminate same, unless by mutual agreement.

(Carrier's letter dated July 11, 1952, file 61-XE)

### APPENDIX 12

#### MEDIATION AGREEMENT A-3700 RE ENGINEERS TYING UP AT 22ND STREET - SAN DIEGO

It is understood that the conditions outlined herein are peculiar to San Diego and that any settlement reached in connection therewith will not establish a precedent and will not be referred to in connection with any other conditions which may arise at any other points.

1. The provisions of Item 1 hereof have been superseded by Agreement of December 31, 1964. See Rule 54.

2. Road engineers en route to 22nd Street will be allowed to stop at San Diego and eat, deducting the time so consumed from the road trip. Engineers departing 22nd Street after being called and placed on duty, unless a mutually agreed-to satisfactory eating place open for business is located within one mile of the place for going on and off duty, will be allowed to come to San Diego and eat at that point without deducting the time so consumed from their pay for the trip. It is understood if there is any dispute as to a satisfactory eating place within one mile of the place for going on and off duty, the General Manager, or his representative, and the General Chairman of the Brotherhood of Locomotive Engineers, or his representative, will be the judges of whether the eating place is satisfactory.

3. Heading in and heading out switches will remain at same location west of San Diego as shown in blueprint revised May 26, 1943. Terminal mileage will be allowed in accordance with Rule 36 of the B. of L. E. schedule on trains entering or leaving 22nd Street.

4. Engineers in freight service will go on and off duty at the Roundhouse Register Room at 22nd Street yard in San Diego.

5. Where engineers are relieved from or take charge of engine on yard track, they will be paid for final terminal mileage or terminal delay or initial terminal mileage on the same basis as though the engine was actually handled to or from the roundhouse - it being understood that at final terminal no payment will be made for terminal mileage where final terminal delay is earned.

6. Engineers will not be required to relieve each other at points in the yard which will necessitate the men walking long distances (not over  $\frac{1}{4}$  mile) or climbing through or over cars.

7. At points where practice of changing off engineers in the yard is regularly established, shelter from the weather for use of engineers while awaiting arrival of train will be provided in the vicinity of point where engineers change off.

8. Where engineers change off in yards and the distance between point of going on or off duty and the point nearest available to change off point is in excess of  $\frac{1}{4}$  mile, transportation will be furnished.

9. Where engineers change off in yards, they will be accorded relief under Rule 56 of the current schedule in the same manner as though the engines were received or delivered on the designated roundhouse track.

10. (a) Road engineers arriving at 22nd Street - San Diego, not

## Appendix 12

being released and used eastward beyond Mile Post 270 for any purpose other than to double over or back their train into clear in 22nd Street Yard, will be paid fifty miles if the time consumed is four hours or less; if time consumed is more than four hours and not more than eight hours, allow 100 miles. If time consumed exceeds eight hours, they will be paid for all time in excess of eight hours at the overtime rate applicable to class of engine and service performed in addition to the road trip. Time will be computed from time of arrival at 22nd Street-San Diego until arrival back at 22nd Street - San Diego when run through or until arrival at roundhouse register room when tied up. The road trip, and all payments in connection therewith, will terminate as of the arrival at 22nd Street-San Diego on the inbound trip.

10. (b) If road engineers are called at 22nd Street - San Diego for a westward trip and are used east of Mile Post 270 for any purpose, they will be paid fifty miles if the time consumed is four hours or less; if time consumed is more than four hours and not more than eight hours, allow 100 miles. If time consumed exceeds eight hours, will be paid for all time in excess of eight hours at the overtime rate applicable to class of engine and service performed in addition to the road trip. Time will be computed from time of going on duty until arrival back at 22nd Street - San Diego and the road trip and all payments in connection therewith will start as of arrival at 22nd Street - San Diego on the outbound trip. Time consumed in movement beyond Mile Post 270, on which payment under this paragraph is based, will not be used in computing payments under the initial terminal delay rules.

10. (c) The above paragraphs (a) and (b) are not applicable to movements of light engines between 22nd Street - San Diego and National City when such moves are made for purpose of servicing and/or turning of engines.

10. (d) If road engineer is called at 22nd Street - San Diego and used exclusively between 22nd Street and National City and does not perform any other service, he will be paid under the basic day and overtime rules applicable to the engine and class of service in which used.

10. (e) The provisions of paragraphs 10(a), (b), (c) and (d) are not applicable to engineers in work train service and engineers in such service will continue to operate beyond Mile Post 270 on the same basis of payment as was in effect prior to date of this agreement.

11. The provisions of this agreement are not applicable to assigned passenger service when such engineers are assigned to go on and off duty at the passenger depot at San Diego.

(NMB Case No. A-3700, signed July 26, 1951, Carrier's File 6-XE)

**APPENDIX 13**

**(BLE ENGINEERS)**

**AGREEMENT**

**between the**

**SOUTHERN PACIFIC COMPANY - PACIFIC LINES  
ATCHISON, TOPEKA AND SANTA FE RAILWAY  
COMPANY - COAST LINES  
UNION PACIFIC RAILROAD COMPANY -  
LOS ANGELES DIVISION**

**and the**

**GENERAL COMMITTEES OF ADJUSTMENT  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS  
REPRESENTING ALL LOCOMOTIVE ENGINEERS  
ON THE ABOVE MENTIONED PROPERTIES  
COVERING APPORTIONMENT OF WORK IN  
CONNECTION WITH SWITCHING OPERATIONS,  
LOS ANGELES UNION PASSENGER TERMINAL**

**PREAMBLE STATEMENT**

On or about April 16, 1939, a Union Passenger Terminal will be placed in service at Los Angeles. This terminal, to be known as Los Angeles Union Passenger Terminal, will be operated pursuant to an agreement, dated April 15, 1938, between the Southern Pacific Company; Atchison, Topeka and Santa Fe Railway Company, and the Union Pacific Railroad Company.

The Los Angeles Union Passenger Terminal will be under the supervision of a Superintendent. General trackage plan, including the Union Terminal and adjacent area, is attached for information and reference.

Engineers engaged in connection with passenger operations of the Santa Fe, Southern Pacific, and Union Pacific, are included in agreements between each of those railroads and the Brotherhood of Locomotive Engineers.

At present Santa Fe passenger trains arrive and depart from the Santa Fe Station; Southern Pacific and Union Pacific passenger trains arrive and depart from Central Station, owned and operated by the Southern Pacific Company. When the Union Terminal is placed in operation, passenger trains of the Santa Fe, Southern Pacific and Union Pacific will be operated into and out of that Terminal.

Switching and handling of passenger train equipment in connection with Santa Fe trains are handled by yard engineers of the

## Appendix 13

Santa Fe assigned general yard switching in the Los Angeles area; switching and handling of passenger train equipment in connection with Southern Pacific trains are handled by yard engineers of the Southern Pacific assigned to general yard switching in the Los Angeles area; Union Pacific yard engineers handle Union Pacific passenger train equipment to and from Central Station but do not perform switching operations within that station. When the Union Terminal is placed in operation, engineers of each of the railroads, assigned to yard service, will continue to handle passenger train equipment to and from the Union Terminal in the same manner as at present, but it is desired to have yard engineers of each of the three railroads perform switching in connection with the trains of the other railroads in Union Terminal.

This agreement is for the purpose of defining Union Terminal switching which may be so handled by yard engineers of all three railroads, the conditions under which it may be so handled and the apportionment thereof among the engineers of the three railroads as included in this agreement.

The volume of switching will vary and fluctuate with passenger traffic. Under present passenger train operations of all three railroads, there are two peak periods; one occurring on the first shift and the other on the second shift. There is comparatively little switching on the third shift.

A study of operation indicates that on April 16, 1939 (or with opening of Terminal) six regular yard engineers; two each on the first, second and third shifts; may be required, but additional yard engineers may also be required during the peak periods. Extra shift yard engineers may be required from time to time on each of the three shifts and it may also be necessary from time to time, to have one or more of the engines assigned to general yard switching in the Los Angeles area perform some Union Terminal switching.

### AGREEMENT

It is agreed, as follows:

1. Subject to the conditions hereinafter set forth, yard engineers of the three railroads, parties hereto, may perform switching in connection with trains of other railroads within the limits of the Union Terminal, as defined in Item 2.
2. Terminal switching will comprise switching within the area indicated in red on the attached "general plan," dated January 25, 1938, including in addition, the turning of equipment on any of the wyes shown on said "general plan," or time consumed in taking yard engines to their respective enginehouses for servicing. Use of Southern Pacific "continuity" track, or substi-

tute trackage, through the Union Terminal zone in connection with serving industries will not be considered as Union Terminal switching.

3. Work performed by yard engineers, as defined in Item 2, will be apportioned to engineers of the three railroads on basis of "Using Cars" count of each railroad, as defined in attached Exhibit "A", for the preceding calendar year; for period between date of opening of terminal and April 15, 1940, inclusive, the work will be apportioned on basis of "Using Cars" for the year 1937, as follows:

Southern Pacific.....	55%
Santa Fe.....	33%
Union Pacific.....	12%

The percentage based on "Using Cars" of each railroad during the preceding calendar year will be the basis for apportioning the work among yard engineers of each of the three railroads for period of one year extending from April 16th to and including April 15th of the following year.

As soon as practicable after January 1 (but not later than March 1) of each succeeding year, each General and Local Chairman will be furnished a statement showing the number of "Using Cars" of each railroad, also a statement of engine hours worked by the yard engineers of each railroad on work described in Item 2 as Union Terminal switching.

In event such records disclose that any group of engineers exceeded their quota of work during the period, adjustment in assignments will be made by the Superintendent of the Terminal, subject to concurrence of Committees, Brotherhood of Locomotive Engineers, in order that any group, or groups, will receive their share of the total engine hours worked.

4. Effective April 16, 1939, (or on date of opening Terminal) a minimum of two engineers will be assigned to start and stop work at the Union Terminal on each of the three shifts; of these engineers, one assigned on the first shift and one assigned on the second shift, will be confined to work within the Union Terminal Zone, except as to turning equipment on wyes shown on "general plan", or accompanying their engine when going to their respective enginehouses for servicing, as per Item 2. Yard engineers assigned to the third shift and all other engineers, except one each on the first and second shifts, may be used to perform any other switching, but only on the home road. The assignments confined to Terminal Zone will be so designated on assignment bulletin.

Yard engineers whose designated point for going on and off duty is outside the Union Terminal will not be used for Union

## Appendix 13

Terminal switching while yard engineers assigned to start and stop work at the Union Terminal are being used to perform switching outside the Terminal.

5. On basis of percentage shown in Item 3, the regular yard engineer assignments over the 24-hour period will be apportioned among yard engineers of the three railroads for the year extending from April 16, 1939 or on date of opening Terminal) to April 15, 1940, on the following basis:

Santa Fe	- two yard engineers throughout the year
Southern Pacific	- two yard engineers throughout the year
	- two yard engineers 7 months 15 days
Union Pacific	- two yard engineers 4 months 15 days.

6. Engineers assigned in accordance with Item 4, will be assigned according to starting time rules governing three shifts worked in continuous service.

7. Yard engineers required in addition to the regular yard engineers, assigned in accordance with Item 4, will be called from the railroad whose engineer is working regular shift at time such additional engineer or engineers are called to report for duty, but such additional yard engineer may work within the Union Terminal, as described in Item 2, only during period that yard engineer of the railroad, from which such additional engineers are called, are regularly assigned, in accordance with Item 4.

8. Yard engineers of the individual railroads not assigned in accordance with Item 4, or called in accordance with Item 7, may perform service within the Union Terminal as described in Item 2, but only during the period yard engineers of their home road are assigned and not being used in service outside the Union Terminal. FOR EXAMPLE, assuming that during the first shift a Southern Pacific yard engineer is assigned from 6:30 a.m. to 2:30 p.m.; another Southern Pacific yard engineer from 8:00 a.m. to 4:00 p.m. Southern Pacific yard engineer may perform service in Union Terminal only between 6:30 a.m. and 4:00 p.m., but such yard engineers will not be permitted to work after the expiration of the earliest shift, which in this case would be 2:30 p.m., and in no event, unless in extreme emergency will the yard engineers be worked overtime within the Union Terminal.

9. (Omitted).

10. Yard engineers of each of the three railroads handling equipment to or from Union Terminal may turn enroute on any of the wyes shown on "general plan" and double over if the track will not hold the train, or when delivering equipment of two trains may place same on two tracks, but will not perform other switching in Union Terminal except as provided in Items 4, 7, and 8. Road engines will not be used to double over or perform

11. Yard engineers, regularly assigned, will alternate shifts from year to year on the following basis:

**Effective April 16, 1939**

First shift - Southern Pacific  
 Second shift - Santa Fe  
 Third shift - Union Pacific  
                   April 16, 1939 to August 31, 1939  
                   - Southern Pacific  
                   September 1, 1939 to April 15, 1940

**Effective April 16, 1940**

First shift - Santa Fe  
 Second shift - Union Pacific  
                   April 16, 1940 to August 31, 1940  
                   - Southern Pacific  
                   September 1, 1940 to April 15, 1941  
 Third shift - Southern Pacific

**Effective April 16, 1941**

First shift - Union Pacific  
                   April 16, 1941 to August 31, 1941  
                   - Southern Pacific  
                   September 1, 1941 to April 15, 1942  
 Second shift - Southern Pacific  
 Third shift - Santa Fe

NOTE: These tabulations are shown to indicate method of alteration from year to year. It is understood that the dates specified for year 1939-1940 will be subject to revision according to date the terminal opens for operation, and that for years commencing April 16, 1940 and 1941, and thereafter, may vary with percentage of "Using Cars" for individual railroads for preceding periods.

12. The agreements between the Brotherhood of Locomotive Engineers and the Southern Pacific, Santa Fe Coast Lines, and Union Pacific railroads, respectively, shall apply and govern wages and working conditions for locomotive engineers while engaged in work in the Union Terminal.

13. Investigations will be conducted in accordance with the rules of the respective engineers' agreements by the Superintendent of the Union Terminal and Operating Officer of the railroad whose engineer is involved. Disputes will be handled by the Local Chairman with the Superintendent of the Union Terminal. Cases which cannot be adjusted in this manner will be handled as disputes of the individual railroads with General

## Appendix 13

Officers (or their designated representatives) of the respective parent railroads by the General Chairman in accordance with agreement involved.

14. This agreement shall be effective with the opening of the Los Angeles Union Passenger Terminal and shall continue in effect subject to 30 days notice of a desire to change or terminate same, in accordance with the Railway Labor Act.

FOR THE ENGINEERS:

(Signed) P. O. Peterson  
*Chairman, General Committee of Adjustment,  
Brotherhood of Locomotive Engineers  
Southern Pacific Company (Pacific Lines)*

(Signed) V. L. Whitlow  
*Chairman, General Committee of Adjustment,  
Brotherhood of Locomotive Engineers  
Atchison, Topeka and Santa Fe Railway Company -  
Coast Lines*

(Signed) J. H. Dalzell  
*Chairman, General Committee of Adjustment,  
Brotherhood of Locomotive Engineers  
Union Pacific Railroad Co., South Central District*

FOR THE RAILROADS:  
SOUTHERN PACIFIC COMPANY  
(PACIFIC LINES)

(Signed) L. B. McDonald  
*General Manager*  
THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY - COAST LINES  
(Signed) J. R. Hitchcock  
*General Manager*

UNION PACIFIC RAILROAD COMPANY,  
SOUTH CENTRAL DISTRICT  
(Signed) W. H. Guild  
*General Manager*

Los Angeles, California. February 4th, 1939.

### EXHIBIT "A"

#### DEFINING "USING CARS"

EXTRACT FROM CARRIERS' AGREEMENT OF APRIL 15, 1938 (page 25) DEFINING "USING CARS", WHICH IS THE BASIS AGREED UPON FOR DIVIDING LOS ANGELES UNION PASSENGER TERMINAL EXPENSE BETWEEN THE THREE RAILROADS:

"Section 20. (1)

“(d) The term ‘Using Cars’ means:

(1) railroad cars of any kind,

- (2) railroad motor cars having space for carrying traffic,
- (3) motive power used to move any train or car, whether comprised of one or more locomotives of Diesel, steam or other type, and including tenders if any, which are operated within the Terminal Area (or would be operated within said area if the Proprietary Company complied with its obligations under Section 11 hereof) by any of the Proprietary Companies for their own purposes and not for Terminal purposes, excluding, however, in the case of Southern Pacific, Using Cars operated by it solely over the Continuity Track or any other track or tracks used temporarily in substitution therefor.

"(2) The number of Using Cars for any period shall be ascertained as follows: Using Cars shall be counted once when they enter (or should enter) and once when they leave (or should leave) the Terminal, but Using Cars handled to or from the Terminal in switching movements shall not be counted, except that in the case of cars of mail matter, the inbound movement shall be counted. Yard engines, work equipment, and business cars of the Proprietary Companies shall not be counted. In computing the number of Using Car counts under this paragraph (2), a railroad car shall count as one, a railroad motor car having space for carrying traffic shall count as two, and motive power used to move any train or car shall count as one; provided, however, that if after the first calendar month of operation the number of Using Car counts for any Proprietary Company for any calendar month shall be less than six hundred (600), then and in that event the count of such Proprietary Company for that month shall be six hundred (600)."

Los Angeles, California  
February 4, 1939

Mr. P. O. Peterson,  
Chairman, General Committee of Adjustment,  
Brotherhood of Locomotive Engineers,  
Southern Pacific Company (Pacific Lines)

Mr. V. L. Whitlow,  
Chairman, General Committee of Adjustment,  
Brotherhood of Locomotive Engineers,  
Atchison, Topeka and Santa Fe Railway Company -  
Coast Lines

Mr. J. H. Dalzell,  
Chairman, General Committee of Adjustment,  
Brotherhood of Locomotive Engineers,  
Union Pacific Railway Company, South Central District

Gentlemen:

## Appendix 14

In response to question raised today during agreement negotiations, would advise that no additional examinations will be required of locomotive engineers, for purpose of qualifying them for service in Los Angeles Union Passenger Terminal. Any oral instructions that it may be decided necessary for them to have with respect to its physical characteristics or operation will be given during periods when it will not occasion any loss of time on the part of the employees.

Yours truly,

SOUTHERN PACIFIC COMPANY  
(PACIFIC LINES)

(Signed) L. B. McDonald

*General Manager*

THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY – COAST LINES

(Signed) J. R. Hitchcock

*General Manager*

UNION PACIFIC RAILROAD COMPANY,  
SOUTH CENTRAL DISTRICT

(Signed) W. H. Guild

*General Manager*

## APPENDIX 14

### SEPARATION OF CONSOLIDATED SENIORITY ROSTER, FIRST DISTRICT, ALBUQUERQUE DIVISION

On and after August 1, 1930, engineers for switching service from Belen and Isleta to and including Gallup and the Gallup Coal runs will be hired, and a separate seniority list maintained. The present three fixtures, i.e., E. H. Roy, E. B. Berger, and L. R. Berger, will head such list in the order named and with present seniority dates.

All vacancies in switching service will be bulletined as per schedule requirements but filled from the ranks of switch engineers.

Where no bids are received the junior unassigned engineer on the switch seniority roster will be assigned. If there be no unassigned engineer on the switch engineers' seniority roster such vacancies will rotate from the road extra list if at a point where extra list is maintained. If at other point the youngest engineer on the road extra list for that district will be assigned until an engineer is available from the switch engineers' seniority roster.

It is understood that vacancies in this service will be filled by hiring engineers rather than rotating from road extra board, if suitable engineers are available.

(Carrier's letter of June 19, 1930, file 4-E.)

**APPENDIX 15**

**BAKERSFIELD YARD**

**SWITCHING SERVICE - WEST END**

(a) It is agreed that the recognized switching limits of the Bakersfield yard will remain as of March 25, 1934; that is, with respect to the First District, at a point 1350 feet west of Landco.

(b) It is agreed that yard engineers may serve Mopeco Spur, (Mohawk Petroleum Corporation), or any additional industries that may be located between the recognized switching limits, as defined in the first paragraph of this agreement, and the yard limit board as now located, i.e., 1500 feet west of Mopeco Spur switch, (as of April 23, 1936), without additional compensation to yard engineers and without payment of runaround or other penalty payments to road engineers in Bakersfield.

(c) If and when the work at Mopeco Spur, (Mohawk Petroleum Corporation), coupled with other work outside of the recognized switching limits of Bakersfield Yard, as defined in paragraph (a) of this agreement, is sufficient to warrant the assigning of a road engineer, Valley Division, this will be done and thereafter yard engineers will not service any industries west of the now recognized switching limits without penalty payments under schedule rules. Work on the Oil City Branch to be excluded, in computing work that may be combined to create an assignment as is herein referred to.

(d) During the period that switch engines serve the Mohawk Petroleum Corporation, or any industry between the recognized switching limits as is defined in paragraph (a) of this agreement, and the present location of the yard limit board west of Mopeco, which is defined in paragraph (b) of this agreement, road engineers required to service the Mohawk Petroleum Corporation, or such other industries coming within the scope referred to herein, will be paid a minimum of one (1) hour with actual time engaged in such work.

(e) It is understood and agreed that road engineers will not be required to do general yard switching within Bakersfield yard proper.

(f) If within any given period of time switching at the Mohawk Petroleum Corporation or any other industries that may be located between Mopeco Spur and Landco, in the opinion of the Engineers' Committee, reaches the proportions which will justify equalization of time to Valley Division engineers, yard assignment will be advertised to Valley Division engineers and closed out to the senior qualified men placing bid on the assignment, such to remain in effect until the time has been equalized between Arizona and Valley engineers. A record will be kept by the Company of

## **Appendix 16**

all moves made by yard engineers to and from the Mohawk Petroleum Corporation or any additional industries that may be located between the recognized switching limits, as defined in paragraph (a) of this agreement, and the yard limit board west of Mopeco Spur, which is defined in paragraph (b) of this agreement, and such records will be available and furnished the General Committee, upon written request.

(Employee's letter of April 23, 1936 and Carrier's letter of April 27, 1936, file 29-EX.)

### **APPENDIX 16**

#### **QUALIFYING FOR JOINT TRACK SERVICE**

##### **VALLEY DIVISION**

###### **Mojave District (Former Arizona Division):**

(a) All engineers hired for, bidding in, bumping, or, account lack of bids or increase in force, transferred from the Needles board to the Mojave District of the Valley Division, will, on their own time and at their own expense, qualify for service on joint track except an engineer will not be required to qualify for such joint track service on a run assigned exclusively in the territory between Barstow and Mojave.

(b) Engineers hired for service protected by the extra board at Needles, and while so employed, will not be required to qualify for joint track service until such time as it is necessary for them to transfer to the Mojave District, Valley Division, for service West of Mojave, when they will, on their own time and at their own expense, qualify for such joint track service.

(c) Firemen assigned to service on the First and Second Districts of the former Arizona Division and called up for promotion to engineer, will not be required to qualify for joint track service prior to the time it is necessary for them to transfer to the Mojave District of the Valley Division for service West of Mojave, at which time they will, on their own time and at their own expense, qualify as engineer for such joint track service.

(d) In the event there is a shortage of engineers at Bakersfield and no senior engineers working on the former Arizona Division East of Mojave have filed applications for the Bakersfield extra board, demoted men who are in firing service on the Mojave District will be used, subject to the provisions of the G-2 agreement, appearing as Appendix 1. This does not permit promoting fireman to engineer and allowing him to establish a date as engineer if there is a hired engineer cut off the list or a demoted engineer back firing on the former Arizona Division East of Mojave.

In the event additional engineers are required at Bakersfield the following will govern, in order named:

1. If there are laid-off engineers having seniority rights on the former Arizona Division, or demoted engineers in firing service working on the former Arizona Division East of Mojave, the senior man or men coming within these classes will be immediately required to qualify, on his or their own time and at his or their own expense, for service on the Mojave District West of Mojave, and accept proper assignment.

2. If there are no laid-off engineers having rights on the former Arizona Division, or no demoted engineers back firing, and there are firemen working on the former Arizona Division East of Mojave who have passed qualifying examinations for position as engineer (except the Southern Pacific examination), the senior man or men of this group will be immediately required to qualify, on his or their own time and at his or their own expense, for service on the Mojave District West of Mojave, and accept proper assignment.

3. In the event there are no laid-off engineers having rights on the former Arizona Division, or no demoted engineers back firing, or there are no firemen working on the former Arizona Division East of Mojave who have passed qualifying examinations for position as engineer (except the Southern Pacific examination), then the junior engineer or engineers on the former Arizona Division East of Mojave will be immediately required to qualify, on his or their own time and at his or their own expense for service on the Mojave District West of Mojave, and accept proper assignment.

4. Engineers forced to the Mojave District West of Mojave under any one of Items 1, 2 or 3 hereof will be relieved, when requested, by the first promoted or hired engineer or by requiring the junior man or men to qualify in turn, on his or their own time and at his or their own expense, for service on the Mojave District West of Mojave, so long as senior men are filling forced assignments in that territory as outlined in Items 1, 2 and 3 hereof.

In our conferences you did not object to the provisions that engineers qualify for joint track service on their own time and at their own expense so long as the men were permitted to write the Southern Pacific rules examination books at Needles, as at present and thereafter go to Bakersfield for the purpose of taking the oral examination. It was stated to you in our conferences that we could not agree to a provision that would permit the men to write the Southern Pacific rules examination books at Needles because we could not bind the Southern Pacific, but you are fully acquainted with the fact that the practice of permitting the men to write the Southern Pacific rules examination books at Needles has existed for many years, and that practice was deviated from in only two

## **Appendix 17**

instances, one in January, 1942 and the other in August, 1942. You were assured in conferences that so far as the Santa Fe is concerned we will endeavor to continue the practice of permitting our men to write the Southern Pacific rules examination books under the direction of our officers at Needles in the case of men working out of Needles, with the understanding that if there is an extreme shortage of men at Bakersfield and men are forced to qualify immediately for service on the Mojave District West of Mojave they will be required to lay off at Needles to write the books promptly and not permitted to do so on their layovers.

There is one other point which was discussed with you and that is you felt that if a man was forced to qualify for joint track service west of Mojave, and after having gone to Bakersfield and passed oral examination and thereafter marked up on the Bakersfield board, he should be paid for the deadhead trip Needles to Bakersfield. You were informed that in such case we would pay for the deadhead trip from Needles to Bakersfield.

It is understood the foregoing supersedes any previous agreement or understanding which may conflict therewith.

(Carrier's letter February 4, 1944, file 11-EX.)

### **First District:**

Firemen on the Valley Division, when taking promotional examinations, will not be required to qualify under Southern Pacific rules until such time as they bid in, bump or, account lack of bids or increase in force, are assigned to the extra board at Calwa, pool board working on the First District or any assigned run which calls for service on a portion of the joint track. When engineers who are not qualified under Southern Pacific rules become subject to service as outlined above, they will be held off and required to qualify on their own time and without expense to the Company. Demoted engineers who are not qualified on Southern Pacific rules will not be called as engineers on trains operating east of Calwa when qualified demoted engineers are available.

(Carrier's letter October 6, 1948, file 3-E.)

## **APPENDIX 17**

### **APPRENTICE ENGINEER AGREEMENT**

#### **SECTION 1**

THIS AGREEMENT made this 12th day of November, 1971, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the Brotherhood of Locomotive Engineers, witnesseth:

IT IS HEREBY AGREED:

**Article I - Purpose**

The purpose of this Agreement is to provide a program for the training and qualifying of locomotive engineers and motormen which may be applied where necessary to insure the immediate and continuing needs of each carrier; the BLE will cooperate in the operation of this program.

**Article II - Apprentice Locomotive Engineers**

(1) An apprentice locomotive engineer shall be any person selected by the carrier to enter the program of training for the purpose of employment as a qualified locomotive engineer. In the selection of apprentices, preference shall be given present employees, with those having experience in engine service being given priority.

(2) The training program shall consist of classroom instruction and work experience as determined by the carrier. As necessary, classrooms, books and materials, and instructors shall be furnished by the carriers. When feasible, consideration shall be given locomotive engineers for off-the-job instructors.

(3) The training program and any intended substantial changes therein shall be reviewed from time to time by the BLE and the carrier. However, the carrier shall make the final determination of the content and length of the training program, the continuation of individual apprentices in the program, and the conditions of successful completion of the program.

(4) Apprentices shall be paid a minimum of \$700 per calendar month while actively participating in the training program. This payment shall comprehend all services performed and time consumed in the training program by the apprentice. To receive the full rate, the apprentice must be available for a minimum of twenty-two (22) days per month. The prorated daily rate may be deducted for each of the twenty-two (22) days he is not available of his own volition.

(5) An apprentice accompanying a locomotive engineer on a road service tour of duty shall receive whatever lodging accommodations or allowance and whatever meal allowance to which that locomotive engineer is entitled.

(6) An apprentice will be reimbursed for actual, reasonable and necessary travel, lodging and meal expenses incurred while engaged in orientation and classroom sessions or while headquartered at points beyond reasonable commuting distances from his home.

(7) The General Chairman, BLE, shall be furnished the name of each apprentice and the date he is placed in training.

## **Appendix 17**

### **Article III - Instruction By Engineers**

When apprentices are required to receive on-the-job training, the engineer on the job selected will acquaint the apprentice with the responsibilities and functions of engineers under actual working conditions and the following will apply:

(a) The engineer will permit the apprentice to operate the engine and perform other functions of an engineer under his direction.

(b) While the engineer cannot be relieved from his responsibility for the safe operation of his train and engine, he will not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by an apprentice.

(c) The presence of an apprentice will not affect the rate of pay for the engineer when operating without a fireman (helper), the fireman (helper) position having been eliminated pursuant to the provisions of Award 282.

### **Article IV - Qualifying Locomotive Engineers**

(1) Upon successful completion of the training program, an apprentice shall be certified as a qualified locomotive engineer, and shall be awarded a certificate so stating and shall acquire and maintain seniority in accordance with all applicable rules and agreements. Upon establishing a seniority date as locomotive engineer, he will be required to relinquish seniority in any other craft, except that of fireman (helper), hostler or hostler helper.

### **Article V - Health and Welfare and Other Benefits**

(1) An apprentice engineer under this training program will be subject to the National Health and Welfare Plan, Off-Track Vehicle Insurance and Vacation Agreements (including the Memorandum of Understanding of January 18, 1956) in effect with the BLE.

### **Article VI - Court Approval**

This Agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

### **Article VII - Effect of this Agreement**

(1) Nothing in this Agreement will prevent an employee hired as a fireman from entering this training program or from qualifying for promotion to the craft of locomotive engineers under present schedule rules; nor prevent the hiring of engineers under present schedule rules.

(2) Nothing in this Agreement is intended to infringe upon any rights or obligations under existing agreement with any other labor organizations.

(3) Nothing in this Agreement shall supersede or nullify any existing agreements made with the BLE covering the specific subject of apprentice engineer training programs, except where so provided in those agreements, unless mutually agreed upon by the parties.

(4) This Agreement is in settlement of disputes growing out of notices pending upon any of the carriers listed in Exhibits A, B and C hereto relating to the training and qualifying of locomotive engineers and motormen.

(5) Articles I through V inclusive of this Agreement shall become applicable on the date of this Agreement only on those carriers listed in Exhibits A, B and C hereto on which the BLE represents only the craft or class of engineers. On carriers party hereto on which the BLE represents both engineers and firemen, or firemen only, negotiations dealing with the training of engineers may be progressed on such individual carriers during the term of this Agreement within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended.

(6) This Agreement shall be construed as a separate Agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect until June 30, 1973 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, provided that this Agreement shall be null, void and have no further force and effect if this Agreement or any of its provisions is determined judicially or otherwise to be contrary to law or public policy.

(7) No party to this Agreement shall serve, prior to January 1, 1973 (not to become effective before July 1, 1973), any notice or proposal for changing the provisions of this Agreement, except that during the term of this Agreement proposals relating to the monthly rate of compensation for apprentice locomotive engineers, and an additional allowance for locomotive engineers giving on-the-job instructions to apprentice engineers, may be progressed on individual carriers within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended.

Signed at Washington, D.C. this 12th day of November, 1971:  
(Signatures not reproduced)

## Appendix 17

November 12, 1971

Mr. Charles J. Coughlin  
President  
Brotherhood of Locomotive Engineers  
1112 Engineers Building  
Cleveland, Ohio 44114

Dear Mr. Coughlin:

In connection with Article IV of the Agreement entered into today relating to training and qualifying locomotive engineers and motormen, it is understood that an apprentice engineer who has successfully completed the training program and has acquired a seniority date as locomotive engineer, and subsequently establishes seniority in another craft (other than the craft of fireman (helper), hostler, or hostler helper) shall be required to relinquish such seniority upon recall as a locomotive engineer or forfeit his seniority as a locomotive engineer.

Yours very truly,

Signed: J. P. Hiltz

Accepted:  
Signed: C. J. Coughlin

### SECTION 2

#### **ACCELERATED TRAINING PROGRAM**

#### **FOR PROMOTION TO ENGINEER**

#### **MEMORANDUM OF AGREEMENT**

by and between

**THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY**

Coast Lines - Eastern Lines - Western Lines  
(except Northern and Southern Divisions)  
and its employees represented by the

#### **BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

It is hereby agreed by and between the parties hereto that as a result of application of a temporary program of accelerated training and instructions of firemen (helpers) for promotion to engineer, the following exceptions to the current Agreements, effective February 1, 1958 (Coast Lines) and May 1, 1966 (Eastern and Western Lines), with amendments, covering engineers on said territories shall be applicable only when an accelerated training program is utilized:

1. Rule 19 (Coast Lines) and Article 19 (Eastern and Western

Lines) and any other rule, understanding or interpretation, pertaining to the promotion of firemen (helpers) to engineers, shall provide the following:

(a) The words "when qualified" appearing in Sections (a) of the rules referred to in Section 1 above are interpreted to mean that a fireman (helper) with one year or more of experience under the agreement covering firemen (helpers), hostlers and hostler helpers must, for road service, have had one hundred and twenty (120) trips in local or through freight service (assigned or chain gang), or a combination thereof, and for yard service, on the Eastern and Western Lines, have had one hundred and twenty (120) days in yard service, but at the option of the Carrier may be given accelerated simulator training and instructions which will reduce the trip qualification requirement for such firemen (helpers) to sixty (60) trips.

(b) Firemen (helpers) will be given accelerated training and instructions according to relative standing on Firemen's Seniority Roster in their respective seniority districts, provided they have the necessary experience. If they do not have the necessary experience, they will retain the same relative rank on the Engineers' Roster when promoted as they now have as fireman (helper).

(c) If such fireman (helper) does not have the trip qualification requirement, the Carrier may place him on a blankable pool freight assignment, of his choice, for road service or a blankable yard assignment, of his choice, for yard service, which will become the assignment of that fireman (helper) without his being subject to displacement until such time as he has accumulated the minimum number of trips to qualify him for service as engineer, except he may be displaced by a senior man who would have rights to such assignment and would otherwise be placed in a furlough status.

2. A fireman (helper) who is to receive the accelerated training will, if required to travel from headquarters point to another location for such training, be provided with rail transportation, when available, other arrangements to be made when not available, to and from the point where the training and instructions will be provided. Suitable lodging will be provided and reasonable meal expense allowed while at the away-from-home location.

3. A fireman (helper) who is being given accelerated training shall be compensated not less than the amount he would have earned on his regular assignment during his absence from his assignment for training purposes. Should such fireman (helper) be assigned to an extra list, his earnings loss during training will be determined on the basis of the extra fireman's earnings who stood next behind him on the extra list at the time he was re-

## Appendix 17

moved therefrom for training purposes. Compensation for earnings loss shall not be less than \$170 per week while in training, subject to review in connection with future wage adjustment. Deadhead rules will not be applicable to a fireman traveling to and from the Training Center.

In the event the training program does not require attendance on either Saturday or Sunday, or both, the fireman (helper) may be permitted to return to his home point and back to training point at his own expense, but he will not be permitted to return to his regular assignment or the extra board during the period of accelerated training.

4. Each member of a class of firemen (helpers) receiving accelerated training will receive the same training, including required tests in connection with the training program. Such text books and other material as may be required by the Company in connection with the training program will be furnished without expense to the firemen (helpers).

The General Chairman and the appropriate local Chairman will be furnished with the names of firemen (helpers) to attend accelerated training classes and will be advised of the date the training is to commence. The General Chairman will also be furnished with an outline of the program to be followed and tests to be given.

5. A fireman (helper) who, after starting the training, is unable to continue the training by reason of sickness, or proper leave of absence, will not be regarded as having failed.

6. (a). A fireman (helper) who has accumulated the minimum number of qualifying trips and successfully completes an accelerated training program, including the passing of required examination for promotion will be issued a certificate of qualification and promoted in the relative order of his seniority as a fireman (helper) or as specified in this Agreement. If he does not have the minimum number of trips, he will not be issued a certificate of qualification until he has acquired same; however, should there be a need for his service as an engineer, the option set forth in Section 1(c) will be exercised when a junior fireman (helper) in his seniority district is utilized as an engineer.

(b). If a fireman (helper) who is given accelerated training fails to pass the required examinations on the first attempt, he will return to active service and be given a second opportunity to pass the examinations within thirty (30) days of date of failure or exercise the option provided by Section 6(c) hereof. Such fireman (helper) passing the examination for promotion to engineer, within thirty (30) days from date of failure will establish a man (helper) who passed the examination for promotion in his seniority date as an engineer immediately below the junior fire-

accelerated training class, except as otherwise provided in Rule 19(1) of the Coast Lines Engineers' Agreement.

(c). A fireman (helper) who has failed the examination referred to in Section 6(b) hereof after taking the accelerated training program and does not elect to take the examination within thirty (30) days from date of failure may again take the accelerated training program with a later class of firemen (helpers) given the training on his seniority district, but if he does so, he will be allowed expenses, but will not be compensated for loss of time spent in taking the training program in such subsequent participation. Such fireman (helper) who successfully completes the accelerated training program, including the passing of required examinations for promotion, will be issued a certificate of qualification and promoted in his relative seniority order in that class, except as otherwise provided in Rule 19(1) of the Coast Lines' Engineers' Agreement.

(d). A fireman (helper) who fails under the provisions of either Section 6(b) or 6(c) hereof, shall thereafter be required to take the necessary examination for promotion to engineer as prescribed by the current Agreements.

7. (a). Any fireman (helper) promoted to engineer under the terms of this Agreement, who is unable to work as an engineer under applicable agreement rules, will be required to exercise his seniority as a locomotive fireman exhausting same on so-called must-fill assignments, except he will be permitted to occupy a "blankable" fireman (helper) assignment that is available to him on his seniority district rather than being placed in a furloughed status. If and when so-called protected or must-fill service is available, he or a senior man who has taken the "blankable" assignment under current agreement rules will immediately vacate the so-called "blankable" assignment and forced to such protected or must-fill service.

(b). The same provision, as outlined in Sub-Section (a) hereof, will apply to a fireman (helper) who has successfully completed and passed an accelerated training program, but who does not have the trip qualification requirement.

(c). As of the date a training program commences, the same provisions, as outlined in Sub-Section (a) hereof, will apply to promoted firemen (helpers) on the same seniority district from which a fireman (helper) is enrolled in the training program.

NOTE 1: The provisions of this Section 7 will not be applicable to prior rights Kansas City Terminal employees placed on Santa Fe seniority rosters as result of Agreements dated October 8, 1969, and March 12, 1970.

## Appendix 17

NOTE 2: Insofar as concerns the requirements of this Section 7 that firemen displace on a "must-fill" job, so-called C(6) or C(7) firemen will be governed by their respective current agreements.

8. A fireman forced to an assignment as the result of men placed in accelerated training will, during the period of the accelerated training program, be paid not less than what he would have been paid on the assignment from which he was removed.

9. This agreement is made with the distinct understanding that it is without prejudice to the position of either party in respect to any pending or future litigation and/or negotiations, and that such arrangement will not be cited or used in any way whatever by either party before any tribunal or in any negotiations without the express written consent of the other party except as may be necessary to assure compliance with the terms of this agreement.

10. It is understood that this agreement shall be null, void and of no further force and effect if it is determined judicially or otherwise to be contrary to law or public policy.

11. This will be considered a separate and distinct agreement between the Organization and each of the Grand Divisions, i.e., Coast Lines, Western Lines and Eastern Lines and shall continue in effect until cancelled by either party serving fifteen (15) days' advance notice in writing upon the other party for the particular territory (Grand Division) to be affected; provided, however, that in the event of such cancellation employees under training in the program may continue unaffected thereby to completion of termination of their training.

Signed at Amarillo, Texas, on May 4, 1971.

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS:

(Signed) C. E. McFATHER  
*General Chairman,  
Eastern and Western Lines*

(Signed) F. E. ASBELL  
*General Chairman,  
Coast Lines*

FOR THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY

(Signed) L. M. OLSON  
*General Manager, Eastern Lines*

(Signed) F. N. STUPPI  
*General Manager, Western Lines*

(Signed) R. H. ADAMS  
*General Manager - Coast Lines*

THE ATCHISON, TOPEKA AND SANTA FE

RAILWAY COMPANY

Amarillo, Texas

May 4, 1971

Mr. C. E. McFather  
General Chairman, BofLE  
501 West Ninth  
Amarillo, Texas 79101  
Mr. F. E. Asbell  
General Chairman, BofLE  
815 Bartlett Bldg.  
215 West Seventh  
Los Angeles, California 90014

Gentlemen:

This will confirm understanding between us that negotiation of agreement making exceptions to certain promotion rules applicable to the firemen employed on The Atchison, Topeka and Santa Fe Railway Company - Coast Lines - Eastern Line - Western Lines (except Northern and Southern Divisions) as a result of application of accelerated training did not in any manner constitute negotiations on your Section 6 Notices dated May 28 and December 18, 1969, and May 27 and December 23, 1969, respectively.

Yours truly,

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS:

(Signed) C. F. McFATHER  
*General Chairman*

(Signed) F. E. ASBELL  
*General Chairman*

(Signed) L. M. OLSON  
*General Manager - Eastern Lines*  
(Signed) F. N. STUPPI  
*General Manager - Western Lines*  
(Signed) R. H. ADAMS  
*General Manager - Coast Lines*

**APPENDIX 18**

**INTERDIVISIONAL, INTERSENIORITY DISTRICT,  
INTRADIVISIONAL AND/OR INTRASENIORITY  
DISTRICT SERVICE (FREIGHT OR PASSENGER)**

Article 4 of the May 23, 1952 Agreement is amended to read as follows:

1. Where an individual carrier not now having the right to establish interdivisional, interseniority district, intradivisional or intraseniority district service, in freight or passenger service, considers it advisable to establish such service, the carrier shall give at least thirty days' written notice to the General Chairman or Chairmen of the committee(s) of the Brotherhood of Locomotive Engineers involved, of its desire to establish service, specifying the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

The parties will negotiate in good faith on such proposal and shall recognize each others' fundamental rights, and reasonable and fair arrangements shall be made in the interest of both parties. Such rights and arrangements shall include, but not be limited to the following:

- (a) Runs shall be adequate for efficient operations and reasonable in regard to the miles run, hours on duty and in regard to other conditions of work.
- (b) All miles run over one hundred (100) shall be paid for at the mileage rate established by the basic rate of pay for the first one hundred (100) miles or less.
- (c) When an engine crew is required to report for duty or is 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 engine crew.

NOTE: Suitable transportation includes carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

- (d) On runs established hereunder engine 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.
2. The foregoing provisions (a) through (d) do not preclude the parties from negotiating on other terms and conditions of work.
3. In the event the carrier and such committee or committees

cannot agree on the matters provided for in Section 1(a) and the other terms and conditions referred to in Section 2 above, the parties agree that such dispute shall be submitted to arbitration under the Railway Labor Act, as amended, within 60 days from the date of notice by the carrier of its intent to establish services pursuant to this Article VIII.

The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the carrier to establish interdivisional, interseniority district, intradivisional, or intraseniority district service in the particular territory involved in each such dispute but shall be accepted by the parties as the conditions which shall be met by the carrier if and when such interdivisional, interseniority district, intradivisional, or intraseniority district service is established in that territory. Provided further, however, if carrier elects not to put the award into effect, carrier shall be deemed to have waived any right to renew the same request for a period of one year following the date of said award, except by consent of employees party to said arbitration. In its decision the Arbitration Board shall include among other matters decided the provisions set forth in Section 5 below for protection of employees adversely affected as a result of the discontinuance of any existing runs or the establishment of new runs resulting from application of this rule.

4. Interdivisional, interseniority district, intradivisional or intraseniority district service and/or agreements in effect on the date of this Agreement are not affected by this Article VIII.

5. Every employee adversely affected either directly or indirectly as a result of the application of this rule shall receive the protection afforded by Sections 6, 7, 8, and 9 of the Washington Job Protection Agreement of May 1936, except that for the purposes of this Agreement Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 5 years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.

Any employee required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400.00) and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Under this Section, change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater bene-

## Appendix 19

fits shall apply subject to the terms and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article.

(Article VIII of National Agreement dated May 13, 1971.)

### APPENDIX 19

#### MINIMUM DAILY EARNINGS GUARANTEE

Minimum daily earnings from all sources, for each day to which service payments are credited, of locomotive engineers (motormen) in local freight, mine run, wreck, work, helper and road switcher (not including pool, chain gang or converted) service, and not now subject to other guarantees, shall be the applicable rate set forth in Appendix "A".

NOTE: The term "local freight service" includes road service paid local freight rates, subject to the exclusions set forth above.

(The foregoing taken from Article III (b) of Agreement dated October 27, 1955.)

INTERPRETATION RE: ABOVE ARTICLE III (b)

Chicago, Illinois  
July 18, 1957

Mr. R. E. Davidson,  
First Assistant Grand Chief Engineer,  
Brotherhood of Locomotive Engineers,  
1118 B. of L. E. Building,  
Cleveland 14, Ohio

Dear Sir:

The carriers are willing that Article III(b) of the October 27, 1955 Agreement and Award on Issue No. 1 of Special Board of Adjustment No. 150 be applied, effective June 1, 1957, in the following manner:

Where a schedule rule by its terms or by interpretation requires payment of a minimum day and only a minimum day, Article III(b) of the October 27, 1955 Agreement will apply to service covered by such rule.

Where a guarantee rule by its terms or by interpretation may guarantee more than a minimum day it is an "other" guarantee as referred to in Article III(b) of the October 27, 1955 Agreement and the guarantee provided for in Article III(b) will not apply.

Please confirm your acceptance of this proposal by signing three copies of this letter and returning them to us.

Yours very truly,

EASTERN CARRIERS' CONFERENCE COMMITTEE

By: (Signed) FRANK J. GOEBEL

*Chairman*

WESTERN CARRIERS' CONFERENCE COMMITTEE

By: (Signed) D. P. LOOMIS

*Chairman*

SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE

By: (Signed) W. S. SCHOLL

*Chairman*

ACCEPTED FOR THE EMPLOYEES:

(Signed) R. E. DAVIDSON

*First Assistant Grand Chief Engineer*

*Brotherhood of Locomotive Engineers*

## APPENDIX 20

### BULLETINING ASSIGNMENTS ACCOUNT

#### CHANGE IN ENGINEERS EARNINGS

April 4, 1967  
21 (b) GEN.

Mr. J. E. Spier  
Assistant to General Manager  
A. T. & S. F. Coast Lines  
Los Angeles, California

Dear Sir:

Reference is to that part of Paragraph (b) of Rule 21 of the Schedule pertaining to rebulletining of runs reading:

"Runs will be bulletined when the mileage is changed ten pay miles or more per day since last bulletined, where train is rerouted or when leaving or arriving time is changed one hour or more, or a change in assignment causes a change of \$15.00 or more per month."

Question has arisen as to the applicability of the last provision of the above quoted Rule pertaining to the necessity of rebulletining a run because of a change of earnings of \$15.00 or more per month in the assignment in a case of where an engineer would be working regularly on an assignment on which the service of a fireman is not required under Arbitration Award No. 282, but some time later the fireman's side of the assignment would

## Appendix 20

be declared a veto assignment. Question being whether or not the run in question would have to be rebulletined.

The same situation, but in reverse would exist should a fireman's side of a veto run cease to be a veto assignment.

It is my opinion with respect to the above two situations that inasmuch as in either case the monthly earnings of the engineer working the assignment would be affected to the extent of approximately \$45.00, that the above quoted rule would require it be re-bulletined for seniority choice.

The foregoing has to do only in case a veto fireman's job would become a non-veto job or a non-veto job would become a veto job, however apart from that specific question, but related somewhat is a question of the applicability of the above rule in a case of an engineer working a non-veto job for a period of time without a fireman, but at some later time a C-7 man would displace on and work the job. The same situation, but in reverse, would prevail should the same fireman vacate the assignment in question and it again be operated with the engineer as the only member of the engine crew. Question being whether the assignment for the engineer would be bulletined for seniority choice when a fireman was employed on the job and again when it would be worked with the engineer alone. In other words re-bulletined for seniority choice each time the job would have a fireman on it and each time it would be operated with the engineer alone.

It appears that in this latter case we would be faced with what might be termed a day to day situation where for example: A C-7 man would displace on and work a non-veto job for only a short period of time and then vacate the job. This could conceivably occur several times during the month, so I suggest that non-veto jobs not be rebulletined each time there is what might be a temporary change but in the case of an engineer regularly assigned to a non-veto assignment (pool freight board not included) for an entire month beginning with the first day of the month and ending with the last day of the month and whose earnings have been affected to the extent of \$15.00 or more, as compared to earnings made on the same job during the previous month, solely as a result of having a fireman or not having a fireman assigned to the job may through the Local Chairman of the B. of L. E. have the run rebulletined for seniority choice and the incumbent be given displacement right.

The foregoing is not in any wise intended to change Rule 21(b) or any other rule of the schedule, but is merely for the purpose of reaching an understanding as to its application in view of changed conditions brought about by the provisions of Arbitration Award No. 282.

Please advise whether or not you would be agreeable to the above handling.

Yours truly,  
Signed: F. E. Asbell

April 10, 1967  
4-E

Mr. F. E. Asbell,  
General Chairman, B. of L. E.,  
815 Bartlett Building,  
Los Angeles

Dear Sir:

Please refer to your letter of April 4, 1967, file 21(b) Gen., regarding the applicability of the last provision of Rule 21(b) of the Agreement in connection with an engineer working with and without a fireman.

I am in agreement with what you propose regarding rebulletining of engineers' assignments under such circumstances and am instructing the Superintendents to handle accordingly.

Yours truly,  
Signed: J. E. Spier

## **APPENDIX 21**

### **COMBINED FREIGHT BOARD AGREEMENT**

Covering operation of pool freight boards for engineers, First and Second Districts of the Albuquerque Division.

IT IS AGREED:

(1) Engineers' pool freight board on the District involved will hereafter protect all service under Rule 27, Section 1-A, (applicable to First District) and Rule 27, Section 1-B, (applicable to Second District), of the Schedule in the manner hereinafter outlined.

(2) Necessary adjustment in the number of engineers assigned to the board will be determined by the mileage made by those assigned thereto in accordance with Rule 20 of the schedule and past practice of handling on the property.

(a) When, as a result of mileage made during the preceding 10-day checking period, there is need for the addition of one or more turns or there is a permanent vacancy and there are no standing bids under Rule 21(m), or an insufficient number of applications on file to fill the vacancy or vacancies, the runs will not be advertised but anyone having a standing bid will be assigned and other run or runs will be filled by setting up and assigning the senior demoted or cut off engineer or promoted fire-

## Appendix 21

men to the vacancy or vacancies on which no bids are on file. The third sub-paragraph of Rule 21(m) is modified to this extent.

(b) Temporary vacancies on the board as a result of an engineer from the board on vacation, bidding in or OK'ing for a temporary vacancy of 15 days or more on another assignment, or laying off for five (5) days or more, will be protected by assigning the senior cut off or demoted engineer to the vacancy with the understanding that such man will not be taken from his firing assignment until time of call for service on the board.

In event senior cut off or demoted engineer is not available account working or not rested when needed for service, the vacancy will be protected until such time as he is available by the board. If unavailable because of being on leave of absence of five (5) days or more, or on vacation, the next senior cut off or demoted engineer will be assigned to the vacancy on the board until such time as senior man is available.

Examples for handling under this paragraph (b):

Example 1: Engineer "A", regularly assigned in passenger service, goes on vacation effective 12:01 a.m., June 1st. Freight Engineer "B" bids in "A"'s vacancy, thus creating vacancy on the board which will be filled by assigning senior demoted Engineer "C" thereto, who will protect the vacancy until "B" returns to the board or "C" exercises his seniority on another assignment, or is displaced by senior engineer.

Example 2: Engineer "C," regularly assigned to the board begins his compensated vacation at 12:01 a.m., July 1st. His turn is next called for service at 8:00 a.m., July 2nd, and at that time senior demoted Engineer "F" is taken from his firing assignment and called and used in "C"'s turn, which he will be required to protect until "C" returns to work or "F" exercises his seniority on another assignment, or is displaced by senior engineer.

Example 3: Engineer "D," regularly assigned to the board, lays off August 1st for 5 days or more. His turn is next called for service at 6:00 a.m., August 2nd and at that time senior demoted Engineer "G" is assigned to "D"'s turn. However, "G" is working on the road as fireman at that time and not available to be called for "D"'s turn; therefore, vacancy for that trip will be protected by the board as prescribed elsewhere in this agreement. Demoted Engineer "G" will be placed on "D"'s vacancy at time of receiving full legal rest following tie-up from trip in firing service.

(3) Service outlined under Rule 27, Section 1-A, (applicable to First District) and Rule 27, Section 1-B, (applicable to Second District), captioned "Pool Freight Engineers Will Handle" will, in the application of this agreement, be protected by engi-

neers assigned and available on the board on a first-in, first-out basis.

(4) Service outlined under Rule 27, Section 1-A (applicable to First District) and Rule 27, Section 1-B, (applicable to Second District), captioned "Extra Engineers Will Handle" will be protected by that group of engineers assigned to the board designated as "Junior Engineers" and who will, with respect to each other, work on a first-in, first-out basis in protecting that service. The number of such "Junior Engineers" will be a fixed number, determined by the Local Chairman, and will at all times be the youngest in seniority of those assigned to the freight board.

(5) When an engineer assigned to the board lays off and subsequently reports for work before his turn is used, he will be called in his turn as though he had not laid off. In event he is laying off when his turn stands to be called for service and it is not filled under provisions of paragraph 2(b) herein, his turn will be removed from the board and the work will be protected by using the engineer next out on the board. When said engineer laying off subsequently reports for work, he will be marked at the bottom of the board, except as otherwise provided in Item (8) hereof. If his vacancy is filled under provisions of paragraph 2(b) herein, he will be marked in his regular turn when reporting.

(6) When an engineer is needed to protect service referred to in Item (4) hereof, the first out available junior engineer of those designated under provisions of Item (4) hereof will be used irrespective of his position on the working board at the time, it being understood that a junior engineer sent to work an assignment tying up at an outlying point may, if he so indicates his desire in writing to the proper authority, be relieved in the manner and under the conditions applicable to relieving extra engineers under provisions of paragraph (o) of Rule 22 of the schedule, as revised effective April 10, 1963.

(7) In event there is need for an engineer to protect service referred to in Item (4) hereof and none of the designated junior engineers assigned under the provisions of Item (4) hereof is available, the youngest available engineer (in point of seniority) of those assigned to the board will be used irrespective of his position on the working board at the time. If the service for which called is on an assignment tying up at an outlying point, the youngest available engineer used will be relieved to return to the home terminal by a designated junior engineer as soon as one is available. If deadheading involved in protecting the service, the youngest available engineer used out of turn because of no available designated junior engineer to receive pay for the outgoing but not for the return deadhead trip; the designated junior engi-

## Appendix 21

neer last used to protect the service to receive deadhead pay for the return trip.

(8) An engineer who is not available for call when his turn stands to protect service referred to in Item (4) hereof or who lays off and it later develops that his turn stood to protect such service, will not be marked up on the board until the engineer who protected the service returns to the home terminal, at which time he will, if available, be marked up immediately behind the engineer who protected the service; provided, however, that if the call referred to in the foregoing was to protect service tying up at an outlying point the engineer who did not protect the service must, before being permitted to perform other service, relieve the engineer who protected the service; deadhead compensation, when due under the schedule, will be allowed for the outgoing trip to the first engineer who protected the service and for the return trip to the engineer who last protected the vacancy.

It is understood that rules of current schedule of working agreements in conflict with handling outlined in this memorandum of agreement are superseded to the extent but only to the extent stipulated herein and will remain in that status during the life of this agreement.

Memorandum of Agreements dated August 20, 1963, Carrier's file 3-E and placed into effect September 1, 1963.)

In the application of the foregoing agreements it is further agreed that:

- (1) Notwithstanding the language of sub-paragraph (2)(b) of this agreement and examples cited thereunder, it was not intended that the agreement should in any way change or modify the provisions of paragraphs (b), (c), (d) and (s) of Rule 22 with respect to a temporary vacancy of 15 days or more and it is therefore understood and agreed that a cut off or demoted engineer will be assigned to such temporary vacancy only in event there be no application for such vacancy.
  
- (2) Any known vacancy of five days or more and less than fifteen, in any class of service other than passenger, will be filled by setting up and assigning the senior cut off or demoted engineer to the vacancy, with the understanding that such man will not be taken from his firing assignment until time of call for service on that particular assignment or run. In the event the vacancy continues for fifteen days or more and there are no applications for the vacancy, the engineer previously holding the vacancy will remain thereon until completion, it being understood that provisions of this Item (2) is not intended to restrict the right of an employee assigned to a vacancy of 15 days or more account

no bids received from bidding off the assignment or prevent a senior employee from displacing on the assignment in accordance with the seniority rules of the agreement.

(Carrier's letter of October 31, 1963, file 3-E.)

- (3) Under this rule, when an engineer working in other than passenger service lays off for a period of less than five days in advance of his vacation, it is agreed that under such circumstances, the senior demoted engineer will be set up to fill the vacancy of the man laying off, but will not be taken from his firing assignment until time of call for service on that particular assignment or run. In the event it subsequently develops that a senior man requests the vacation vacancy, the demoted engineer previously set up to fill the vacancy before the start of the vacation period will assume whatever vacancy remains after the seniority moves have taken place as a result of the vacation vacancy, it being understood that this does not restrict or abridge the rights of said employee after having been set up to work as engineer to bid in any engineers assignment his seniority would entitle him to.

(Carrier's letter of April 2 and 8, 1965, file 3-E and Organizations letter of April 6, 1965, file 21-M-1.)

- (4) When an engineer working from the pool freight board lays off for five (5) days or more and is actually off for that length of time will, upon reporting back for work and finding his turn called or out of town, be permitted to mark up at the foot of the pool freight board and his regular turn will be cancelled upon its arrival back at Gallup. This also to apply when an engineer who has been working a temporary vacancy in any class or service, including a vacation temporary vacancy and who after fulfilling such vacancy returns to pool freight service.

(Local Agreement placed into effect August 5, 1970.)

### **Applicable on First District Only**

Any engineer regularly assigned to the freight pool board who is required to perform at or out of Gallup, any work categorized under that part of Section 1-A of Rule 27 captioned "Extra Engineers Will Handle" and who earn in such service less than the equivalent of District Mileage (150 miles) based on actual miles and/or overtime, will upon completion of such service be placed twelve (12) times out on the working board, or in the event there are less than twelve turns on the board at that time, he will be marked at the foot of the board, but in no event will said engineer be marked up on the board ahead of his original

## Appendix 22

turn. In the event the engineer works up to first-out before rested he may be runaround without penalty to the Company until rested.  
(Carrier's Letter of December 26, 1968, file 3-E.)

### Applicable on Second Distinct Only

Any engineer regularly assigned to the freight pool board who is required to perform at or out of Winslow, any work categorized under that part of Section 1-B of Rule 27 captioned "Extra Engineers Will Handle" and who earn in such service less than the equivalent of District Mileage (128 miles) based on actual miles and/or overtime, will upon completion of such service be placed first out after eight hours, but in no event will said engineer be marked up on the board ahead of his original turn.  
(Carrier's Letter of July 21, 1972 - file 7-E.)

## APPENDIX 22

### MANNING UNASSIGNED HELPERS - MOJAVE DISTRICT

August 11, 1960  
8-E

Mr. F. K Asbell,  
General Chairman, BLE,  
815 Bartlett Building,  
Los Angeles  
Dear Sir:

In conference yesterday, at which local Chairman Huebner was present, we discussed the question of continuing the short pool at Bakersfield in view of the fact that under present operations very few helper engines are now being used and there is insufficient work to warrant the assignment of more than one man and he not working with any regularity.

It was agreed that the portion of Rule 27, Section 2, B(2) covering the operation of the short pool would be suspended effective 12:01 a.m., August 11, 1960, with the understanding that the short pool can be again established and the rule made effective on ten days' written notice by either party of a desire to do so.

It was agreed that effective with the cancellation of the short pool at 12:01 a.m., August 11, 1960, work allotted to that pool under Rule 27, Section 2-B-(2) would be performed by the extra board and such mileage charged to the extra board in the mileage regulation of that board. In the event an extra man perform-

ing work previously allotted to the short pool is run through to Barstow, he will take his turn out of Barstow in pool freight service on the same basis as other engineers working in the pool.

If the above correctly sets forth our understanding, please affix your signature in the space provided below.

Yours truly,  
Signed: J. N. Landreth  
General Manager

ACCEPTED FOR THE BROTHERHOOD  
OF LOCOMOTIVE ENGINEERS:  
Signed: F. E. Asbell  
General Chairman

### APPENDIX 23

#### NATIONAL GROUP INSURANCE PLAN

#### TRAVELERS POLICY CONTRACT GA-23000

The Travelers Insurance Company of Hartford, Connecticut has issued a Group Policy Contract GA-23000 covering Railroad Employees including those represented by the Brotherhood of Locomotive Engineers, and a summary of the benefits of said policy contract has been printed in booklet form distributed by the Railway Company to those Railroad Employees covered by Agreement effective March 1, 1968 as amended by subsequent Agreements effective March 1, 1970 and March 1, 1972.

### APPENDIX 24

October 4, 1965

56-EX  
Mr. F. E. Asbell,  
General Chairman, B. L. E.,  
815 Bartlett Bldg.,  
Los Angeles

Mr. N. L. Bender,  
General Chairman, O. R. C. & B.,  
901 Bartlett Bldg.,  
Los Angeles

Mr. W. C. Luttrell,  
General Chairman, B. L. F. & E.,  
Suite 1017, 215 W. 5th St.,  
Los Angeles

Mr. C. W. Morgan,  
General Chairman, B. of R. T.,  
631 Bartlett Bldg.,  
Los Angeles

Gentlemen:

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

## Appendix 24

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 employees, except firemen in passenger service on the Valley Division and yard service employees 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.

Please acknowledge receipt.

Yours truly,  
Signed: J. N. Landreth  
General Manager

**WEEKLY UNITS FOR ASSIGNING VACATIONS**

Unit No.	Period	Unit No.	Period
* # 1	Jan. 1 thru Jan. 7	27	July 2 thru July 8
2	Jan. 8 “ Jan. 14	* 28	July 9 “ July 15
3	Jan. 15 “ Jan. 21	# 29	July 16 “ July 22
* 4	Jan. 22 “ Jan. 28	30	July 23 “ July 29
# 5	Jan. 29 “ Feb. 4	* 31	July 30 “ Aug. 5
6	Feb. 5 “ Feb. 11	32	Aug. 6 “ Aug. 12
7	Feb. 12 “ Feb. 18	# 33	Aug. 13 “ Aug. 19
8	Feb. 19 “ Feb. 25	* 34	Aug. 20 “ Aug. 26
# 9	Feb. 26 “ Mar. 4	35	Aug. 27 “ Sept. 2
* 10	Mar. 5 “ Mar. 11	36	Sept. 3 “ Sept. 9
11	Mar. 12 “ Mar. 18	* # 37	Sept. 10 “ Sept. 16
12	Mar. 19 “ Mar. 25	38	Sept. 17 “ Sept. 23
* # 13	Mar. 25 “ 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 25

October 6, 1965  
18-17

Mr. J. N. Landreth,  
General Manager,  
A. T. & S. F. Coast Lines,  
Los Angeles, California  
Dear Sir:

This will acknowledge my copy of your letter dated October 4, 1965, file 56-EX, addressed to Messrs. N. L. Bender, C. W. Morgan, W. C. Luttrell and the undersigned, as General Chairmen respectively of the Order of Railway Conductors & Brakemen, Brotherhood of Railroad Trainmen, Brotherhood of Locomotive Firemen & Enginemen and the Brotherhood of Locomotive Engineers, setting out the proper procedure for assigning vacations for next year.

The procedure outlined in your letter is in accordance with our verbal understanding reached earlier.

Yours truly,  
Signed: F. E. Asbell

### APPENDIX 25

#### **MEMORANDUM OF AGREEMENT Covering Splitting of Vacations for Employees Represented by the Brotherhood of Locomotive Engineers**

##### IT IS AGREED:

(1) Effective January 1, 1966, Engineers who are entitled to three weeks' vacation, may request and will be assigned one period consisting of one week and one period consisting of two weeks.

(2) Effective January 1, 1966, Engineers 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.

2(a) Effective January 1, 1973, Engineers who are entitled to five weeks' vacation, may request and will be assigned two periods consisting of one week and four weeks or two periods consisting of two weeks 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 period will be started during the months of May, June, July and August.

(4) When relief for engineers splitting their vacation incurs deadheading, deadhead pay for one round trip only will be al-

lowed for the combined relief period and payment shall be divided as follows:

- (a) The relief employee deadheading to the outlying point to protect the first period will be allowed deadhead pay for the trip to the relief point;
  - (b) The relief employee returning home from the outlying point after completing relief for the second period will be allowed deadhead pay for the return trip;
  - (c). No deadhead pay will be allowed either to the relief employee returning home from protecting the first vacation period, or to the relief employee being sent to the outlying point to protect the second vacation period.
- (5) Employees entitled to three, four or five weeks' vacation and requesting to take their entire vacation in one period may, at any time prior to the assigned starting time of their vacation period, request to lay off and count one or two weeks of such layoff time as the concluding portion of their assigned vacation. Such requests must be in writing and presented prior to time of lay off. It will be the responsibility of the individual to notify the crew clerk in writing at the start of his assigned vacation that he has previously taken one or two weeks of his vacation.

Such layoff will be permitted only when, in the opinion of the Management, relief can be afforded. Only one such layoff of either one or two weeks may be counted as a part of their vacation.

(6) When a vacation is split under the provisions of this Memorandum of 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 or fourteen days, and no fraction of a week will be included. When an engineer entitled to only a three-week vacation and takes such vacation altogether or in the case of a man entitled to a four-week or five-week vacation and requests and is assigned a split vacation of one and three-week or two and three-week periods, he will be permitted to mark up and work his regular assignment on the last day of such three-week period, provided such employee holds a pool freight assignment or has a regular assignment operating between two points on a straightaway basis, in accordance with provisions of Rule 22(s).

This Agreement may be cancelled on ten (10) days' written notice by either party at the end of any calendar year, such notice to be given prior to scheduling of vacations.

Signed at Los Angeles, California, this 26th day of August, 1965, and amended June 22, 1972.

(Signatures not reproduced).

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**APPENDIX "A"**

**RATES OF PAY FOR ENGINEERS EFFECTIVE**

**JANUARY 1, 1973**

**PASSENGER SERVICE**

**MINIMUM RATES**

Weight on Drivers (Pounds)	Daily	Mileage*
Less than - 80,000	\$37.90	\$33.00
80,000 - 100,000	37.90	33.00
100,000 - 140,000	37.99	33.09
140,000 - 170,000	38.07	33.17
170,000 - 200,000	38.16	33.26
200,000 - 250,000	38.25	33.35
250,000 - 300,000	38.33	33.43
300,000 - 350,000	38.42	33.52
350,000 - 400,000	38.50	33.60
400,000 - 450,000	38.59	33.69
450,000 - 500,000	38.68	33.78
500,000 - 550,000	38.76	33.86
550,000 - 600,000	38.85	33.95
600,000 - 650,000	38.93	34.03
650,000 - 700,000	39.02	34.12
700,000 - 750,000	39.10	34.20
750,000 - 800,000	39.19	34.29
800,000 - 850,000	39.27	34.37
850,000 - 900,000	39.36	34.46
900,000 - 950,000	39.44	34.54
950,000 - 1,000,000	39.53	34.63
1,000,000 - 1,050,000	39.61	34.71
1,050,000 - 1,100,000	39.70	34.80
1,100,000 - 1,150,000	39.78	34.88
1,150,000 - 1,200,000	39.87	34.97
1,200,000 - 1,250,000	39.95	35.05
1,250,000 - 1,300,000	40.04	35.14
1,300,000 - 1,350,000	40.12	35.22
1,350,000 - 1,400,000	40.21	35.31

1,400,000	-	1,450,000	40.29	35.39
1,450,000	-	1,500,000	40.38	35.48

with 8 cents and 9 cents alternately added for each additional 50,000 pounds or fraction thereof.

\* Rates for miles run over 100

Note: When the rate produced by weight on drivers basis is less than the unit rates for diesel-electric locomotives used in passenger service the unit rates will apply.

## DIESEL ELECTRIC LOCOMOTIVES

### UNIT RATES - PASSENGER SERVICE

	1 Unit	2 Units	3 Units
Mileage Rate	\$34.40	\$34.82	\$35.57
Daily Rate	39.30	39.72	40.47

## FREIGHT SERVICE

### MINIMUM RATES

Weight on Drivers (Pounds)	With a Fireman		Without a Fireman	
	Daily	Mileage*	Daily	Mileage*
Less than 140,000	\$41.39	\$36.10	\$45.39	\$40.10
140,000 - 200,000	41.82	36.53	45.82	40.53
200,000 - 250,000	41.99	36.70	45.99	40.70
250,000 - 300,000	42.14	36.85	46.14	40.85
300,000 - 350,000	42.29	37.00	46.29	41.00
350,000 - 400,000	42.50	37.21	46.50	41.21
400,000 - 450,000	42.71	37.42	46.71	41.42
450,000 - 500,000	42.92	37.63	46.92	41.63
500,000 - 550,000	43.13	37.84	47.13	41.84
550,000 - 600,000	43.31	38.02	47.31	42.02
600,000 - 650,000	43.49	38.20	47.49	42.20
650,000 - 700,000	43.67	38.38	47.67	42.38
700,000 - 750,000	43.85	38.56	47.85	42.56
750,000 - 800,000	44.03	38.74	48.03	42.74
800,000 - 850,000	44.21	38.92	48.21	42.92

(Continued on next page)

850,000 - 900,000	44.39	39.10	48.39	43.10
900,000 - 950,000	44.57	39.28	48.57	43.28
950,000 - 1,000,000	44.75	39.46	48.75	43.46
1,000,000 - 1,050,000	44.93	39.64	48.93	43.64
1,050,000 - 1,100,000	45.11	39.82	49.11	43.82
1,100,000 - 1,150,000	45.29	40.00	49.29	44.00
1,150,000 - 1,200,000	45.47	40.18	49.47	44.18
1,200,000 - 1,250,000	45.65	40.36	49.65	44.36
1,250,000 - 1,300,000	45.83	40.54	49.83	44.54
1,300,000 - 1,350,000	46.01	40.72	50.01	44.72
1,350,000 - 1,400,000	46.19	40.90	50.19	44.90
1,400,000 - 1,450,000	46.37	41.08	50.37	45.08
1,450,000 - 1,500,000	46.55	41.26	50.55	45.26
1,500,000 - 1,550,000	46.73	41.44	50.73	45.44
1,550,000 - 1,600,000	46.91	41.62	50.91	45.62
1,600,000 - 1,650,000	47.09	41.80	51.09	45.80
1,650,000 - 1,700,000	47.27	41.98	51.27	45.98
1,700,000 - 1,750,000	47.45	42.16	51.45	46.16
1,750,000 - 1,800,000	47.63	42.34	51.63	46.34
1,800,000 - 1,850,000	47.81	42.52	51.81	46.52
1,850,000 - 1,900,000	47.99	42.70	51.99	46.70
1,900,000 - 1,950,000	48.17	42.88	52.17	46.88
1,950,000 - 2,000,000	48.35	43.06	52.35	47.06
2,000,000 - 2,050,000	48.53	43.24	52.53	47.24
2,050,000 - 2,100,000	48.71	43.42	52.71	47.42
2,100,000 - 2,150,000	48.89	43.60	52.89	47.60
2,150,000 - 2,200,000	49.07	43.78	53.07	47.78
2,200,000 - 2,250,000	49.25	43.96	53.25	47.96
2,250,000 - 2,300,000	49.43	44.14	53.43	48.14
2,300,000 - 2,350,000	49.61	44.32	53.61	48.32
2,350,000 - 2,400,000	49.79	44.50	53.79	48.50
2,400,000 - 2,450,000	49.97	44.68	53.97	48.68
2,450,000 - 2,500,000	50.15	44.86	54.15	48.86

With 18 cents per 100 miles added for each additional 50,000 lbs. or fraction thereof.

\*Rates for miles run over 100

(Continued on next page)

## YARD SERVICE

Weight on Drivers (Pounds)	With a Fireman		Without a Fireman	
	6-7 Day*	5-Day*	6-7 Day*	5-Day*
Less than - 500,000	\$42.78	\$47.75	\$46.78	\$51.75
500,000 - 550,000	42.99	48.00	46.99	52.00
550,000 - 600,000	43.17	48.22	47.17	52.22
600,000 - 650,000	43.35	48.43	47.35	52.43
650,000 - 700,000	43.53	48.65	47.53	52.65
700,000 - 750,000	43.71	48.87	47.71	52.87
750,000 - 800,000	43.89	49.08	47.89	53.08
800,000 - 850,000	44.07	49.30	48.07	53.30
850,000 - 900,000	44.25	49.51	48.25	53.51
900,000 - 950,000	44.43	49.73	48.43	53.73
950,000 - 1,000,000	44.61	49.95	48.61	53.95
1,000,000 - 1,050,000	44.79	50.165	48.79	54.165
1,050,000 - 1,100,000	44.97	50.38	48.97	54.38
1,100,000 - 1,150,000	45.15	50.595	49.15	54.595
1,150,000 - 1,200,000	45.33	50.81	49.33	54.81
1,200,000 - 1,250,000	45.51	51.025	49.51	55.025
1,250,000 - 1,300,000	45.69	51.24	49.69	55.24
1,300,000 - 1,350,000	45.87	51.455	49.87	55.455
1,350,000 - 1,400,000	46.05	51.67	50.05	55.67
1,400,000 - 1,450,000	46.23	51.885	50.23	55.885
1,450,000 - 1,500,000	46.41	52.10	50.41	56.10

\*With 18 cents added for each additional 50,000 lbs. or fraction thereof.

\*\*With 21½ cents added for each additional 50,000 lbs. or fraction thereof.

## MISCELLANEOUS RATES

- Rule 2(d) - Daily Guarantee in Passenger Service is:.....\$39.42
- Rule 3(a) - Overtime hourly rate in Short Turnaround Passenger Service is:.....\$4.7871
- Rule 10(a) - Road Switcher Rate is: The same  
as that applicable to engineers working  
6 or 7-day yard assignments.

Rule 29(a) - Rate for deadheading on passenger train is:.....\$38.25  
 Miles over 100.....\$33.35  
 For deadheading on trains other than passenger:.....\$41.99  
 Miles over 100.....\$36.70

Rule 30(d) - Terminal runaround compensation is:  
 One (1) day's pay at the applicable rate for the engine  
 used and class of service for which the engineer  
 runaround stood.

Rule 51 - Daily rate for extra engineers attending court is:

Passenger	\$38.05
Freight	\$40.03
Yard 5-Day	\$41.71
Yard 6-7 Day	\$38.93

Rule 62 - Hourly rate for engineer cut out between terminals account  
 unavoidable delay is:.....\$4.9473

Minimum daily earnings from all sources, for each day to which service payments are credited, of locomotive engineers (motormen) in local freight, mine run, wreck, work, helper and road switcher (not including pool, chain gang or converted) service, and not now subject to other guarantees, shall be:

With firemen.....	\$42.12
Without firemen.....	46.12

(This paragraph is taken from Article III(b) of October 27, 1955 National Agreement. See Appendix 19 for application of this rate.)

Note: Rates of pay for steam locomotives are not herein reproduced. In event of need for a steam locomotive rate, the rate formerly applicable, adjusted to conform to subsequent wage increases and/or decreases, will be applied.

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**APPENDIX "B"**

**WEIGHT ON DRIVERS OF LOCOMOTIVES**

Engine No.	Weights on Drivers				
16	L & C	to	21	L & C .....	247,500
16	A & B	to	21	A & B.....	246,400
22	L & C	to	36	L & C.....	244,600
22	A & B	to	36	A & B.....	248,000
37	L & C	to	47	L & C.....	245,000
37	A & B	to	47	A & B.....	251,000
48	.....				251,000
303	L	to	344	L.....	244,000
303	A & B	to	344	A & B.....	250,000
1500	.....	to	1537	.....	231,900
2301	.....	to	2302	.....	196,240
2303	.....	to	2304	.....	199,000
2310	.....	to	2321	.....	227,900
2322	.....	to	2391	.....	230,400
2394	.....	to	2399	.....	249,500
2403	.....	to	2417	.....	256,300
2418	.....	to	2433	.....	247,550
2418	.....	2419 A units	2419	.....	243,100
2434	.....	to	2438	.....	247,550
2439	.....	to	2441	.....	249,500
2650	.....	to	2654	.....	258,100
2655	.....	to	2878	.....	249,100
2879	.....	to	2893	.....	258,100
3100	.....	to	3174	.....	265,000
3200	.....	to	3284	.....	262,900
3300	.....	to	3460	.....	266,000
3500	.....	to	3560	.....	262,500
4000	.....	to	4019	.....	391,500
4500	.....	to	4579	.....	382,800
5000	.....	to	5019	.....	392,040
5500	.....	to	5589	.....	393,800
5590	.....	to	5624	.....	391,500
5625	.....	to	5661	.....	395,500
5900	.....	to	5939	.....	395,000

5940	.....	to	5948	.....	412,000
6300	.....	to	6348	.....	262,500
6600	.....	to	6615	.....	268,000
7500	.....	to	7519	.....	395,000
7900	.....	to	7909	.....	395,500
8000	.....	to	8005	.....	412,000
8500	.....	to	8524	.....	391,500
8700	.....			.....	391,500
9800	.....	to	9849	.....	382,400
9110	.....	to	9160	.....	361,650
9850	.....			.....	380,000

**TABLE SHOWING TIME AFTER WHICH OVERTIME  
 ACCRUES ON RUNS 100 MILES TO 200 MILES IN  
 LENGTH, ON SPEED BASIS OF 12 ½ MILES PER HOUR**

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
100	8:00	134	10:43	167	13:22
101	8:05	135	10:48	168	13:26
102	8:10	136	10:53	169	13:31
103	8:14	137	10:58	170	13:36
104	8:19	138	11:02	171	13:41
105	8:24	139	11:07	172	13:46
106	8:29	140	11:12	173	13:50
107	8:34	141	11:17	174	13:55
108	8:38	142	11:22	175	14:00
109	8:43	143	11:26	176	14:05
110	8:48	144	11:31	177	14:10
111	8:53	145	11:36	178	14:14
112	8:58	146	11:41	179	14:19
113	9:02	147	11:46	180	14:24
114	9:07	148	11:50	181	14:29
115	9:12	149	11:55	182	14:34
116	9:17	150	12:00	183	14:38
117	9:22	151	12:05	184	14:43
118	9:26	152	12:10	185	14:48
119	9:31	153	12:14	186	14:53
120	9:36	154	12:19	187	14:58
121	9:41	155	12:24	188	15:02
122	9:46	156	12:29	189	15:07
123	9:50	157	12:34	190	15:12
124	9:55	158	12:38	191	15:17
125	10:00	159	12:43	192	15:22
126	10:05	160	12:48	193	15:26
127	10:10	161	12:53	194	15:31
128	10:14	162	12:58	195	15:36
129	10:19	163	13:02	196	15:41
130	10:24	164	13:07	197	15:46
131	10:29	165	13:12	198	15:50
132	10:34	166	13:17	199	15:55
133	10:38			200	16:00

**TABLE SHOWING TIME AFTER WHICH OVERTIME  
ACCURUES ON RUNS 100 MILES TO 200 MILES IN  
LENGTH, ON SPEED BASIS OF 20 MILES PER HOUR**

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
100	5:00	134	6:42	167	8:21
101	5:03	135	6:45	168	8:24
102	5:06	136	6:48	169	8:27
103	5:09	137	6:51	170	8:30
104	5:12	138	6:54	171	8:33
105	5:15	139	6:57	172	8:36
106	5:18	140	7:00	173	8:39
107	5:21	141	7:03	174	8:42
108	5:24	142	7:06	175	8:45
109	5:27	143	7:09	176	8:48
110	5:30	144	7:12	177	8:51
111	5:33	145	7:15	178	8:54
112	5:36	146	7:18	179	8:57
113	5:39	147	7:21	180	9:00
114	5:42	148	7:24	181	9:03
115	5:45	149	7:27	182	9:06
116	5:48	150	7:30	183	9:09
117	5:51	151	7:33	184	9:12
118	5:54	152	7:36	185	9:15
119	5:57	153	7:39	186	9:18
120	6:00	154	7:42	187	9:21
121	6:03	155	7:45	188	9:24
122	6:06	156	7:48	189	9:27
123	6:09	157	7:51	190	9:30
124	6:12	158	7:54	191	9:33
125	6:15	159	7:57	192	9:36
126	6:18	160	8:00	193	9:39
127	6:21	161	8:03	194	9:42
128	6:24	162	8:06	195	9:45
129	6:27	163	8:09	196	9:48
130	6:30	164	8:12	197	9:51
131	6:33	165	8:15	198	9:54
132	6:36	166	8:18	199	9:57
133	6:39			200	10:00

**TABLE SHOWING OVERTIME ON BASIS**

**OF 18 ¾ MILES PER HOUR**

H.M	Mls.	H.M.	Mls.	H.M.	Mls.	H.M.	Mls.
1	31	41	12.81	1:21	25.31	2:00	37.50
2	.63	42	13.13	1:22	25.63	2:01	37.81
3	.94	43	13.44	1:23	25.94	2:02	38.13
4	1.25	44	13.75	1:24	26.25	2:03	38.44
5	1.56	45	14.06	1:25	26.56	2:04	38.75
6	1.88	46	14.38	1:26	26.88	2:05	39.06
7	2.19	47	14.69	1:27	27.19	2:06	39.38
8	2.50	48	15.00	1:28	27.50	2:07	39.69
9	2.81	49	15.31	1:29	27.81	2:08	40.00
10	3.13	50	15.63	1:30	28.13	2:09	40.31
11	3.44	51	15.94	1:31	28.44	2:10	40.63
12	3.75	52	16.25	1:32	28.75	2:11	40.94
13	4.06	53	16.56	1:33	29.06	2:12	41.25
14	4.38	54	16.88	1:34	29.38	2:13	41.56
15	4.69	55	17.19	1:35	29.69	2:14	41.88
16	5.00	56	17.50	1:36	30.00	2:15	42.19
17	5.31	57	17.81	1:37	30.31	2:16	42.50
18	5.63	58	18.13	1:38	30.63	2:17	42.81
19	5.94	59	18.44	1:39	30.94	2:18	43.13
20	6.25	1:00	18.75	1:40	31.25	2:19	43.44
21	6.56	1:01	19.06	1:41	31.56	2:20	43.75
22	6.88	1:02	19.38	1:42	31.88	2:21	44.06
23	7.19	1:03	19.69	1:43	32.19	2:22	44.38
24	7.50	1:04	20.00	1:44	32.50	2:23	44.69
25	7.81	1:05	20.31	1:45	32.81	2:24	45.00
26	8.13	1:06	20.63	1:46	33.13	2:25	45.31
27	8.44	1:07	20.94	1:47	33.44	2:26	45.63
28	8.75	1:08	21.25	1:48	33.75	2:27	45.94
29	9.06	1:09	21.56	1:49	34.06	2:28	46.25
30	9:38	1:10	21.88	1:50	34.38	2:29	46.56
31	9.69	1:11	22.19	1:51	34.69	2:30	46.88
32	10:00	1:12	22.50	1:52	35.00	2:31	47.19
33	10:31	1:13	22.81	1:53	35.31	2:32	47.50
34	10.63	1:14	23.13	1:54	35.63	2:33	47.81
35	10.94	1:15	23.44	1:55	35.94	2:34	48.13
36	11.25	1:16	23.75	1:56	36.25	2:35	48.44
37	11.56	1:17	24.06	1:57	36.56	2:36	48.75
38	11.88	1:18	24.38	1:58	36.88	2:37	49.06
39	12.19	1:19	24.69	1:59	37.19	2:38	49.38
40	12.50	1:20	25.00			2:39	49.69

**TABLE SHOWING OVERTIME ON BASIS  
OF 18 ¾ MILES PER HOUR – CONTINUED**

H.M	Mls.	H.M.	Mls.	H.M.	Mls.	H.M.	Mls.
2:40	50.00	3:20	62.50	4:00	75.00	4:40	87.50
2:41	50.31	3:21	62.81	4:01	75.31	4:41	87.81
2:42	50.63	3:22	63.13	4:02	75.63	4:42	88.13
2:43	50.94	3:23	63.44	4:03	75.94	4:43	88.44
2:44	51.25	3:24	63.75	4:04	76.25	4:44	88.75
2:45	51.56	3:25	64.06	4:05	76.56	4:45	89.06
2:46	51.88	3:26	64.38	4:06	76.88	4:46	89.38
2:47	52.19	3:27	64.69	4:07	77.19	4:47	89.69
2:48	52.50	3:28	65.00	4:08	77.50	4:48	90.00
2:49	52.81	3:29	65.31	4:09	77.81	4:49	90.31
2:50	53.13	3:30	65.63	4:10	78.13	4:50	90.63
2:51	53.44	3:31	65.94	4:11	78.44	4:51	90.94
2:52	53.75	3:32	66.25	4:12	78.75	4:52	91.25
2:53	54.06	3:33	66.56	4:13	79.06	4:53	91.56
2:54	54.38	3:34	66.88	4:14	79.38	4:54	91.88
2:55	54.69	3:35	67.19	4:15	79.69	4:55	92.19
2:56	55.00	3:36	67.50	4:16	80.00	4:56	92.50
2:57	55.31	3:37	67.81	4:17	80.31	4:57	92.81
2:58	55.63	3:38	68.13	4:18	80.63	4:58	93.13
2:59	55.94	3:39	68.44	4:19	80.94	4:59	93.44
3:00	56.25	3:40	68.75	4:20	81.25	5:00	93.75
3:01	56.56	3:41	69.06	4:21	81.56	5:01	94.06
3:02	56.88	3:42	69.38	4:22	81.88	5:02	94.38
3:03	57.19	3:43	69.69	4:23	82.19	5:03	94.69
3:04	57.50	3:44	70.00	4:24	82.50	5:04	95.00
3:05	57.81	3:45	70.31	4:25	82.81	5:05	95.31
3:06	58.13	3:46	70.63	4:26	83.13	5:06	95.63
3:07	58.44	3:47	70.94	4:27	83.44	5:07	95.94
3:08	58.75	3:48	71.25	4:28	83.75	5:08	96.25
3:09	59.06	3:49	71.56	4:29	84.06	5:09	96.56
3:10	59.38	3:50	71.88	4:30	84.38	5:10	96.88
3:11	59.69	3:51	72.19	4:31	84.69	5:11	97.19
3:12	60.00	3:52	72.50	4:32	85.00	5:12	97.50
3:13	60.31	3:53	72.81	4:33	85.31	5:13	97.81
3:14	60.63	3:54	73.13	4:34	85.63	5:14	98.13
3:15	60.94	3:55	73.44	4:35	85.94	5:15	98.44
3:16	61.25	3:56	73.75	4:36	86.25	5:16	98.75
3:17	61.56	3:57	74.06	4:37	86.56	5:17	99.06
3:18	61.88	3:58	74.38	4:38	86.88	5:18	99.38
3:19	62.19	3:59	74.69	4:39	87.19	5:19	99.69

**TABLE SHOWING OVERTIME ON BASIS  
OF 18 ¾ MILES PER HOUR - CONTINUED**

H.M	Mls.	H.M.	Mls.	H.M.	Mls.	H.M.	Mls.
5:20	100.00	6:00	112.50	6:40	125.00	7:20	137.50
5:21	100.31	6:01	112.81	6:41	125.31	7:21	137.81
5:22	100.63	6:02	113.13	6:42	125.63	7:22	138.13
5:23	100.94	6:03	113.44	6:43	125.94	7:23	138.44
5:24	101.25	6:04	113.75	6:44	126.25	7:24	138.75
5:25	101.56	6:05	114.06	6:45	126.56	7:25	139.06
5:26	101.88	6:06	114.38	6:46	126.88	7:26	139.38
5:27	102.19	6:07	114.69	6:47	127.19	7:27	139.69
5:28	102.50	6:08	115.00	6:48	127.50	7:28	140.00
5:29	102.81	6:09	115.31	6:49	127.81	7:29	140.31
5:30	103.13	6:10	115.63	6:50	128.13	7:30	140.63
5:31	103.44	6:11	115.94	6:51	128.44	7:31	140.94
5:32	103.75	6:12	116.25	6:52	128.75	7:32	141.25
5:33	104.06	6:13	116.56	6:53	129.06	7:33	141.56
5:34	104.38	6:14	116.88	6:54	129.38	7:34	141.88
5:35	104.69	6:15	117.19	6:55	129.69	7:35	142.19
5:36	105.00	6:16	117.50	6:56	130.00	7:36	142.50
5:37	105.31	6:17	117.81	6:57	130.31	7:37	142.81
5:38	105.63	6:18	118.13	6:58	130.63	7:38	143.13
5:39	105.94	6:19	118.44	6:59	130.94	7:39	143.44
5:40	106.25	6:20	118.75	7:00	131.25	7:40	143.75
5:41	106.56	6:21	119.06	7:01	131.56	7:41	144.06
5:42	106.88	6:22	119.38	7:02	131.88	7:42	144.38
5:43	107.19	6:23	119.69	7:03	132.19	7:43	144.69
5:44	107.50	6:24	120.00	7:04	132.50	7:44	145.00
5:45	107.81	6:25	120.31	7:05	132.81	7:45	145.31
5:46	108.13	6:26	120.63	7:06	133.13	7:46	145.63
5:47	108.44	6:27	120.94	7:07	133.44	7:47	145.94
5:48	108.75	6:28	121.25	7:08	133.75	7:48	146.25
5:49	109.06	6:29	121.56	7:09	134.06	7:49	146.56
5:50	109.38	6:30	121.88	7:10	134.38	7:50	146.88
5:51	109.69	6:31	122.19	7:11	134.69	7:51	147.19
5:52	110.00	6:32	122.50	7:12	135.00	7:52	147.50
5:53	110.31	6:33	122.81	7:13	135.31	7:53	147.81
5:54	110.63	6:34	123.13	7:14	135.63	7:54	148.13
5:55	110.94	6:35	123.44	7:15	135.94	7:55	148.44
5:56	111.25	6:36	123.75	7:16	136.25	7:56	148.75
5:57	111.56	6:37	124.06	7:17	136.56	7:57	149.06
5:58	111.88	6:38	124.38	7:18	136.88	7:58	149.38
5:59	112.19	6:39	124.69	7:19	137.19	7:59	149.69
						8:00	150.00

**TABLE SHOWING STRAIGHT TIME ON BASIS  
OF 12½ MILES PER HOUR**

Min.	Hrs.	1	2	3	4	5	6
1	.21	16	3.33	31	6.46	46	9.58
2	.42	17	3.54	32	6.67	47	9.79
3	.62	18	3.75	33	6.87	48	10.00
4	.83	19	3.96	34	7.08	49	10.21
5	1.04	20	4.17	35	7.29	50	10.42
6	1.25	21	4.37	36	7.50	51	10.62
7	1.46	22	4.58	37	7.71	52	10.83
8	1.67	23	4.79	38	7.92	53	11.04
9	1.87	24	5.00	39	8.12	54	11.25
10	2.08	25	5.21	40	8.33	55	11.46
11	2.29	26	5.42	41	8.54	56	11.67
12	2.50	27	5.62	42	8.75	57	11.87
13	2.71	28	5.83	43	8.96	58	12.08
14	2.92	29	6.04	44	9.17	59	12.29
15	3.12	30	6.25	45	9.37	60	12.50