

Form 2779 std.

**BURLINGTON NORTHERN & SANTA FE
RAILWAY COMPANY**

**WESTERN LINES
NORTHERN AND SOUTHERN DIVISIONS**

BNSF RR

**SCHEDULE COVERING
RATES OF PAY
AND
WORKING CONDITIONS**

FOR

CONDUCTORS AND TRAINMEN

**Represented by
United Transportation Union**

Reprinted as of January 1, 2001

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Intent of Agreement

The purpose of this Agreement is to codify and combine in one document certain Articles, Agreements and Understandings (collectively “rules”) applicable on this property. The reissuance of the Rules in this updated Schedule is for the carrier’s and employees convenience and is not intended to effect substantive changes in the existing rights of the parties. The Parties agree nothing contained in the following Schedule is intended to, nor do they, amend, modify or abrogate any intent or provisions of National Agreements. The intent and purpose of National Agreements take precedent over any of the provisions of this Schedule which might be in conflict therewith.

It must also be noted that the current rates of pay will apply where monetary amounts cited herein are subject to future wage increases.

The following schedule of Rates, Rules and Regulations is hereby agreed upon by this Company and its Conductors – Brakemen.

R. A. Boldra

P. W. Tibbit

M. H. Siegele, Jr.

ARTICLE 1

RATES OF PAY ENTRY RATES

For employees working in non promoted status (Brakeman or Helper):

- (a) In any class of service or job classification, rates of pay, additives and other applicable elements of compensation for an employee whose seniority in train or engine service is established after October 31, 1985 will be 75% of the rate for employees with a seniority date preceding that date, and will increase in increments of 5 percentage points for each year of active service until the post October 31, 1985 employee's rate is equal to that of 100%. A year of active service shall consist of a period of 365 days in which the employee performs a total of 80 or more tours of duty.

For employees working in promoted status (Conductor, Engine Foreman or engineer):

- (a) When working in promoted status, that portion of paragraph (a) dealing with entry rate incremental increases will not apply.
- (b) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, shall not apply to employees whose seniority in train or engine service is established after October 31, 1985.

NOTE: Penalty payments (rule violations, run around, mishandled, etc.) are not considered duplicate time payments.

- (c) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money shall not be subject to general, cost-of-living or other forms of wage increases.
- (d) Wage increases will apply to mileage rates of pay for overmiles.
- (e) On another matter, we agreed that employees who establish trainmen's seniority subsequent to October 31, 1985 will not be covered by the provisions of Article IV, Section 6 when working as a herder.
- (f) A Ten Packer will be considered as five (5) regular cars on the basis two (2) units of the Ten Packer were equivalent of one regular car. Also, if for some reason one or an odd number of Ten Packer component units had to be removed, resulting in an odd number of units being handled in the train, the odd unit would be considered as a whole car. For example, three (3) component units had been removed, the remaining seven (7) handled in the train would be considered as four (4) regular cars.

With respect to determining the number of loads handled, it was agreed if a trailer was loaded on one of the two component units which would, in accordance with this understanding, be the equivalent of a car, that combination would be considered as a loaded car.

NOTE: Current rate sheets will be provided as necessary through local chairman.

ARTICLE 2

SENIORITY

“A trainee will establish a seniority date on the first day of compensated service in the training and promotion program (e.g. first day of orientation) in which the employee participated and successfully completed. They will be ranked by a random drawing of names which will take place during the second week of brakeman/helper training program. Upon successful completion of the training program, the employee will be added to the brakeman, yardman, and conductor seniority rosters for the seniority district to which assigned. Employees will be ranked in this order and establish division and grand division conductor and foreman seniority.

NOTE: For trainees who have previously established seniority in another craft with the BNSF and are merely transferring into the trainmen/yardmen craft, said individuals will be placed ahead of the rest of their class, and ranked in order of years of service in the other crafts. Followed by new employees from outside the Carrier with previous railroad experience in train and/or engine service who will be ranked amongst themselves based on each one's cumulative number of years of experience in train and/or engine service. Followed by new employees from outside the Carrier with no train and/or engine service experience whose potential seniority order will be determined by drawing numbers, the trainee drawing the highest number will establish seniority ahead of the trainee drawing the next highest number and so on.

If two or more classes of trainees on the Former Santa Fe grand divisions commence training on the same day of the week, the craft instructors will draw numbers to establish each classes' relative standing on the grand division roster with one entire class ranked ahead of the other(s).

The UTU General Chairman will be provided with the name, address, social security number, home point and seniority date when an employee establishes seniority.

- (a) The seniority dates of all trainmen established prior to May 1, 1960 on their respective seniority districts shall be retained. The seniority districts are defined as follows:

District No. 1 - includes territory north of Cleburne extending to Purcell, Ada, Paris and Cresson and connecting branch lines for road service and including yardmen at Cleburne, Fort Worth, Dallas and Gainesville.

District No. 2 - includes territory extending between Bellville Yard and Cleburne, Temple and Sweetwater and San Angelo and connecting branch lines for road service, and will include yardmen at Temple, Brownwood, Sweetwater and Somerville.

NOTE: Employees holding seniority rights on Districts 1 and 2 will continue to have joint rights to service operated over the Dublin District between Brownwood and Fort Worth and service between Cleburne and Cresson, as outlined for the Dublin District in Appendix 1 of this Agreement.

District No. 3 - includes territory between Galveston and Bellville Yard and connecting branch lines for road service, and will include yardmen at Galveston and Bellville Yard.

District No. 4 - includes territory between Silsbee and High Island for road service and yardmen at Beaumont.

District No. 5 - includes territory north of Silsbee, i.e., Silsbee to Somerville, Silsbee to Longview and Silsbee to Oakdale, and yardmen in Silsbee Yard. Employees in this district had common seniority in both road and yard service prior to May 1, 1960, and no change made in their seniority status.

- (b)
 - (1) All trainmen with a seniority date in District Nos. 1, 2, 3 and 4 prior to 12:01 A.M., May 1, 1960, acquired a seniority date as of May 1, 1960 as yardmen on their respective seniority districts defined in Section (c).
 - (2) Trainmen identified in Section (a) have prior rights to road service on their respective seniority districts over "prior rights" yardmen. These trainmen are recognized and referred to as "prior rights" trainmen.
- (c) The yard seniority districts referred to in Section (b) hereof are defined as follows:

District No. 1 - Cleburne, Fort Worth, Dallas and Gainesville Yards.

District No. 2 - Temple, Brownwood, Sweetwater and Somerville Yards.

District No. 3 - Galveston and Bellville Yards.

District No. 4 - Beaumont Yard.
- (d) Employees who establish seniority after 12:01 A.M., May 1, 1960 will have one seniority date as trainman-yardman on the seniority district on which employed and have no prior rights to either road or yard service. The seniority date as a trainman-yardman for such an employee shall be the date and time first placed on either the trainmen's or yardmen's extra board.

CONSOLIDATION OF DISTRICTS 4 AND 5

- (e)
 - (1) The seniority date of all trainmen established prior to August 1, 1967, holding seniority on District No. 5, comprising the territory Silsbee to Somerville; Silsbee to Longview; and Silsbee to Oakdale, and in Silsbee Yard, acquired a seniority date of August 1, 1967 on District No. 4, comprising the territory Silsbee to High Island and in Beaumont Yard, in the order in which their names appear on the seniority roster.
 - (2) The seniority date of all trainmen established prior to August 1, 1967, holding seniority on District No. 4, comprising the territory Silsbee to High Island and Beaumont Yard, acquired a seniority date of August 1, 1967 on District No. 5, comprising the territory Silsbee to Somerville; Silsbee to Longview; and Silsbee to Oakdale and in Silsbee Yard, in the order in which their names appear on the seniority roster.
 - (3) Such trainmen shall have prior rights to road and yard service on their initial seniority district over trainmen given seniority date as of August 1, 1967, on that district and will be considered hereafter as "prior rights trainmen" on such district.

- (4) The names of trainmen on the seniority roster holding seniority rights between Silsbee and High Island, including Beaumont Yard, were placed at the bottom of the seniority roster of the trainmen holding rights to service north of Silsbee, including Silsbee Yard, and the names of trainmen on the seniority roster holding seniority rights to service north of Silsbee, including Silsbee Yard, were placed at the bottom of the seniority roster of the trainmen holding seniority rights between Silsbee and High Island, including Beaumont Yard.
- (5) The senior trainmen on District No. 5 prior to August 1, 1967, follow the junior trainmen on District No. 4 and the senior trainmen on District No. 4, prior to August 1, 1967, follow the junior trainmen on District No. 5.
- (6) New employees entering the service of the Company and establishing seniority after 12:01 A.M., August 1, 1967 shall be accorded but one seniority date and the seniority date thus acquired shall apply as a common seniority date for both road and yard service on the two seniority districts in which employed. Such employees will have no prior rights to either road or yard service or seniority district and will rank below all prior rights trainmen on the master seniority roster.

EMPLOYEES ACCEPTING OFFICIAL POSITIONS

- (f) Employees in actual service accepting official positions with the Company shall retain their seniority.

CHOICE OF ASSIGNMENTS

- (g) Conductors and trainmen shall have choice of any assignment on their respective seniority district or division to which their seniority entitles them.

RETENTION OF SENIORITY WHEN WORKING AS TRAIN DISPATCHER

- (h)
 - (1) Conductors, brakemen or yardmen temporarily or permanently assigned to positions of train dispatcher shall retain and accumulate any seniority rights they have under their respective Agreements. If retained in or returned to the service of the Company after being released from such position, they must assert seniority rights by exercising seniority over any junior conductor, brakeman or yardman on his seniority division; except any conductor, brakeman or yardman retaining and accumulating seniority rights under their respective Agreements used to work as an extra or unassigned train dispatcher will not again be permitted to perform any service under the Conductors', Trainmen's or Yardmen's Agreements until he has been off duty not less than 16 hours; nor will he be permitted to perform service under such Agreements on rest days of a train dispatcher vacancy being protected until released from such vacancy.
 - (2) After having qualified for a vacation as conductor, brakeman or yardman under the Vacation Agreement applicable to those crafts and then subsequently becoming regularly assigned to a position of train dispatcher, an employee subject to Section 1 of this Agreement will be entitled to take such vacation in the calendar year for which it is earned and be compensated therefore at not less than the greater of 1/52, 2/52... of the previous year's earnings or the appropriate number of vacation days times last service performed as conductor, brakeman or yardman.

- (3) A conductor, trainman or yardman performing extra or unassigned service as a train dispatcher and being unable to qualify for a vacation either under the Train Dispatchers' Agreement or the Vacation Agreement applicable to conductors, brakemen or yardmen because of insufficient days of compensated service under the separate agreements, will have the days of compensated service performed as train dispatcher added to days of compensated service performed as conductor, trainman and yardman in such qualifying year and will accordingly be considered qualified if the total days so derived produce enough days to meet the qualifying requirements as conductor, brakeman or yardman.

(Agreement dated August 21, 1979.)

RETENTION OF SENIORITY EMPLOYMENT OF FIREMEN

The craft or class of firemen (helpers) shall be eliminated through attrition except to the extent necessary to provide the source of supply for engineers and for designated passenger firemen, hostler and hostler helper positions. Trainmen shall become the source of supply for these positions as hereinafter provided.

(i) Section 1

Subject to the provisions of Section 2 and the carrier's legal obligations, in the employment of firemen (helpers) employees represented by the United Transportation Union who have established seniority as conductor (foreman), brakeman (yardman-switchman), hostler or hostler helper (but without seniority as a locomotive fireman) will be considered for transfer to positions of locomotive firemen (helpers) in preference to hiring individuals who have not established seniority with the carrier in any class or craft.

Section 2

Each carrier will establish a procedure which will (1) ensure that such employees have knowledge of fireman (helper) job openings and (2) provide an opportunity for them to apply for transfer to the fireman craft. In selecting an employee from among those making application for a fireman (helper) position, the carrier will take into consideration the relative seniority standing of the applicants and the carriers' physical and other employment standards.

Section 3

An employee accepting transfer to a fireman (helper) position in accordance with this Article shall retain his seniority standing and all other rights in train and/or yard or hostling service. However, such employee shall be permitted to exercise such rights only in the event he is unable to hold any position or assignment in engine service.

NOTE: It is understood that employees accepting transfer to fireman between July 7, 1978 and the effective date of this Article will have their seniority preserved as of the effective date of such transfer.

(Article VIII, National Agreement dated August 25, 1978.)

Pursuant to Article XIII, Sections 2 and 4, of the UTU National Agreement dated October 31, 1985, it is agreed:

1. Engine service employees who have not established seniority as trainmen/yardmen will be placed at the bottom of the seniority roster(s) for trainmen/yardmen for the seniority district where they hold seniority as firemen with a seniority date of January 19, 1986.
2. They will be placed on the appropriate trainmen and yardmen seniority roster(s) based on relative seniority standing as firemen.
3. If the existing firemen seniority district encompasses more than one trainmen-yardmen seniority district, they will be placed on all trainmen-yardmen seniority districts which include the territories in their firemen seniority district.
4. If there are any firemen with identical seniority dates on separate firemen seniority rosters, they will be placed on the appropriate trainmen-yardmen's seniority roster(s) on the basis of their age. Should firemen from different rosters have the same seniority date, the age of the employee will apply in determining the senior employee on the trainmen-yardmen rosters, provided this will not result in a change in the relative standing that firemen held on their firemen rosters. If the later should occur, Carrier and Organization will agree on proper standing.
5. Firemen who establish seniority as provided herein as trainmen-yardmen will be allowed to relinquish such newly acquired seniority provided they notify, in writing, the appropriate Superintendent(s) having jurisdiction in the territory in which they acquire seniority as trainmen-yardmen within ninety (90) days following the date of this agreement.
7. Firemen establishing seniority as trainmen-yardmen under Article XIII of the UTU National Agreement dated October 31, 1985, and this implementing agreement shall be permitted to exercise such rights only in the event he or she is unable to hold any position or assignment in engine service, and such employee shall not, by such placement, be given any "present or protected employee" rights under present crew consist agreements or any negotiated in the future.
8. Trainmen-yardmen who establish seniority on or after November 1, 1985, will be selected for engine service in accordance with Section 3 of Article XIII of the UTU National Agreement dated October 31, 1985. However, if a sufficient number of trainmen-yardmen (including those promoted to conductor) do not make application for engine service to meet the Carrier's needs, such needs will be met by requiring trainmen-yardmen (including promoted conductors) who establish seniority on or after November 1, 1985, to accept training and promotion to locomotive engineer in reverse seniority order or forfeit seniority in train and yard service.
9. Trainmen-yardmen who are selected for engine service pursuant to Article XIII of the UTU National Agreement dated October 31, 1985, as implemented by this agreement, will be required to accept training and promotion to locomotive engineer pursuant to Carrier's Engineer Training Program then in effect.
10. An employee who establishes seniority both as a conductor and engineer will be required to work as an engineer, if he stands for service as an engineer, in preference to working as a conductor.

NORTHERN AND SOUTHERN DIVISIONS

***Firemen Establishing Trainmen/Yardmen Seniority
as of January 29, 1986 pursuant to the
October 31, 1985 UTU National Agreement**

1. Firemen appearing on all seniority rosters on the Northern and Southern Divisions will be placed on the bottom of each consolidated trainmen's and yardmen's roster on the Northern and Southern Divisions, with a seniority date of January 29, 1986, their relative standing on each roster to be the same based on their date as a fireman.
2. Their home district under Paragraph 7 of the March 25, 1985 Seniority Agreement will be the district on which they hold seniority as a fireman.

*Excludes firemen holding seniority as trainmen or yardmen prior to November 1, 1985

NORTHERN AND SOUTHERN DIVISION GRAND SENIORITY (TEXAS GRAND)

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees on the Northern and Southern Divisions represented by the United Transportation Union, Conductors, Trainmen and Yardmen's Committee.

The purpose of this agreement is to grant current employees, as well as those hired in the future, seniority over the entire Northern and Southern Divisions.

IT IS AGREED:

1. Effective 12:01 A.M., May 1, 1985, employees holding seniority as conductor as of 11:59 P.M., April 30, 1985 on the Northern and Southern Divisions, except Northern Division Seniority District No. 1, will be given a so-called "grand division seniority date" of May 1, 1985 and placed below those conductors appearing on the Northern Division Seniority District No. 1 seniority roster. The placement of these conductors on Northern Division Seniority District No. 1 roster will be on a dovetailed basis and will be in line with their seniority dates on their respective prior rights rosters. Should conductors from different rosters have the same seniority date, the age of the employee will apply in determining the senior employee on the new roster, provided this will not result in a change in the relative standing that conductors held on their prior rights district. If the latter should occur, Carrier and Organization will agree on proper standing of the conductors. Conductors on Northern Division Seniority District No. 1 roster as of 11:59 P.M., April 30, 1985, will be considered prior rights employees.
2. The foregoing handling will be given for each seniority district on the Northern and Southern Divisions, i.e., each roster will be revised and conductors not appearing on said roster will be added below the current employees on a dovetail basis in the same manner as the preceding paragraph.
3. Effective 12:01 A.M., May 1, 1985 employees holding seniority as brakeman as of 11:59 P.M., April 30, 1985 on the Northern and Southern Divisions, except Northern Division Seniority District No. 1, will be given a so-called "grand division seniority date" of May

- 1, 1985 and placed below those brakemen appearing on the Northern Division Seniority District No. 1 seniority roster. The placement of these brakemen on Northern Division Seniority District No. 1 roster will be on a dovetailed basis and will be in line with their seniority dates on their respective prior rights rosters. Should brakemen from different rosters have the same seniority date, the age of the employee will apply in determining the senior employee on the new roster, provided this will not result in a change in the relative standing that brakemen held on their prior rights district. If the latter should occur, Carrier and Organization will agree on proper standing of the brakemen. Brakemen on the Northern Division Seniority District No. 1 roster as of 11:59 P.M., April 30, 1985, will be considered prior rights employees.
4. The foregoing handling will be given for each seniority district on the Northern and Southern Divisions, i.e., each roster will be revised and brakemen not appearing on said roster will be added below the current employees on a dovetail basis in the same manner as the preceding paragraph.
 5. Effective 12:01 A.M., May 1, 1985 employees holding seniority as yardman as of 11:59 P.M., April 30, 1985 on the Northern and Southern Divisions, except Northern Division Seniority District No. 1, will be given a so-called "grand division seniority date" of May 1, 1985 and placed below those yardmen appearing on the Northern Division Seniority District No. 1 seniority roster. The placement of these yardmen on Northern Division Seniority District No. 1 roster will be on a dovetailed basis and will be in line with their seniority dates on their respective prior rights rosters. Should yardmen from different rosters have the same seniority date, the age of the employee will apply in determining the senior employee on the new roster, provided this will not result in a change in the relative standing that yardmen held on their prior rights district. If the latter should occur, Carrier and Organization will agree on proper standing of the yardmen. Yardmen on the Northern Division Seniority District No. 1 roster as of 11:59 P.M., April 30, 1985, will be considered prior rights employees.
 6. The foregoing handling will be given for each seniority district on the Northern and Southern Divisions, i.e., each roster will be revised and yardmen not appearing on said roster will be added below the current employees on a dovetail basis in the same manner as the preceding paragraph.
 7. Employees hired on or after May 1, 1985 will be identified as non-prior rights employees and will establish a seniority date in the usual manner. This date will be the same for each seniority district; however, the district on which hired will be considered their home district.
 8. Separate seniority rosters for each seniority district and craft of employee will continue to be maintained.
 9. Brakemen promoted to conductors on or after May 1, 1985 will establish seniority in the same manner as heretofore and the seniority date will be the same on each roster. The trainmen's prior rights or home seniority district will be considered his conductors' prior rights or home seniority district for the purposes of this agreement. Service performed on any of the seniority districts will be included in determining three (3) years service under Article 5.
 10. Since conductor promotion classes are not held on the same date on each district in April and October, April 30 and October 31 will be used for the purposes of the conductors' rosters to ensure proper relative standing for employees who take promotion at different locations on different dates. This single date will not be applicable to conductors who were prevented from taking promotion in turn under the provision of Article 5 and are entitled to hold the same position on the conductors' roster(s) as they hold on the brakemen's roster(s).

11. An employee hired prior to May 15, 1981 working on other than his prior rights seniority district will be considered non-protected under the provisions of the Crew Consist Agreement dated May 19, 1981.
12. Employees will only be permitted to transfer from one seniority district to another by way of bidding, or bumping, and there are no employees off-in-force or on stay-at-home on the district to which transfer is desired.

NOTE: Employees desiring to exercise seniority from one consolidated seniority territory to a location on a different consolidated seniority territory will do so under the terms of the agreement in place on the consolidated seniority territory to which they are exercising seniority.

An employee can exercise seniority to a location on the former ATSF Northern and Southern seniority districts where junior employees are in furlough status, provided they can no longer hold a position in active service on the same and/or seniority district which they are leaving

13. All standing requests (bids) for transfer from one seniority district to another will be destroyed as of 12:01 a.m., October 1 of each year, and those so desiring shall be required to submit a new standing request (bid) to be effective at that time. Such request may be withdrawn at any time prior to being notified that the request is honored. Once a request is honored, it may not be withdrawn and any additional requests on file will become null and void. The employee must report at the new location within 72 hours from release from current assignment.
14. If an employee is cut off at one location on a seniority district and can hold an assignment or extra board at another location on the same seniority district, the Stay-At-Home Agreement currently in effect on that seniority district will be applicable in such cases.
15. Employees voluntarily transferring from one seniority district to another must remain in the district to which transferred for a period of not less than six months unless unable to hold any assignment or the extra board in road or yard service, in which event the employee may go off-in-force reduction or return to the district from which transferred and exercise seniority, if possible.

NOTE: Employees hired after May 1, 1985, when unable to hold any position on their working district, will be allowed an exercise of seniority to another district in accordance with their grand division seniority date.

Any employee exercising seniority under the above circumstances may file a request to be recalled to his home district and/or the district from which he exercised seniority.

Paragraph 15 of May 1, 1985 Memorandum of Agreement will not apply under these circumstances. (Letter of Understanding, January 27, 1998)

16. If an employee has transferred to another seniority district and is unable to hold the extra board or any assignment in road or yard service on that seniority district and returns to the district from which transferred, the six-month period referred to in Section 15 is null and void. If he again desires to transfer, he must make application in accordance with Section 12.

17. Carrier will not be liable for any moving expenses, transportation, housing, deadhead or any other costs or expenses for employees as result of this agreement.
18. An employee who is off in force or on stay-at-home leave on other than his/her prior rights/home district may be recalled to his/her prior rights district if the employee's services are needed. No deadhead will be payable in such cases.

**NORTHERN AND SOUTHERN DIVISION
&
EASTERN AND WESTERN LINES
GRAND DIVISION SENIORITY**

MEMORANDUM OF AGREEMENT between the Santa Fe Railway Company and the United Transportation Union's Conductors, Trainmen's and Yardmen's General Committees on the Eastern and Western Lines and on the Northern and Southern Divisions. This Agreement is made consistent with that portion of various New York Dock Implementing Agreements which provide "If seniority of former BN or former Santa Fe employees is consolidated prior to March 1, 1997, employees who establish seniority on or before September 22, 1995 on either roster(s) (BN or SF) will be placed on the opposite roster with a seniority date of September 22, 1995 and such employees will be ranked in accordance with their standing on the former home road (BN or SF) consolidated roster."

IT IS AGREED:

1. Employees with a seniority date as a trainman, yardman or conductor on or before September 22, 1995 on Santa Fe's Northern and Southern Division's Grand Division Seniority Roster will be added to the bottom of the Eastern and Western Line's Grand Division Seniority Roster, and vice versa. Such topped and bottomed employees shall have a seniority date of September 21, 1995 on the opposite roster.
2. As provided here, such topped and bottomed employees shall have prior rights to service on or allocated to their original Grand Division.
3. It is understood that employees with prior rights under this agreement may, but will not be required to protect service off their prior rights territory. Existing obligations to protect their seniority on their pre-existing district are not diminished or expanded by this agreement. Such current or future employees cannot be forced from one Grand Division to another for any reason, including being off-in-force reduction, being on the reserve board, etc., even if there is need for additional employees on the other Grand Division.
4. When an employee is working on the Northern and Southern Divisions, he/she shall be governed by and work under the provisions of the labor contracts in effect on the Northern and Southern Divisions and when working on the Eastern and Western Lines, said employee shall be governed by and work under the provisions of the labor contracts in effect on the Eastern and Western Lines. Any employee with seniority established prior to November 1, 1985, who elects to utilize the expanded seniority rights afforded by this agreement, will retain eligibility for duplicate time payments on his new assignment. Likewise, when the employee is utilizing the expanded seniority under this agreement, the employee's length of service shall date from his earliest seniority date on his individual prior rights seniority district for the purpose of vacation rights and rates of pay or any other agreement featuring longevity requirements.

5. Nothing in this Agreement affects the respective Crew Consist Agreements of May 15, 1981; December 4, 1990; October 1, 1992 (E&W) and May 15, 1981; September 1, 1989; February 18, 1992 (N&S).
6. Nothing in this Agreement affects the interpretation or application of the respective so-called Grand Division Seniority Agreements.

SANTA FE GRAND

Memorandum of Agreement between the General Committees of the United Transportation Union representing the Eastern and Western Lines (excluding the Northern and Southern Divisions), the former Northern and Southern Divisions, the Coast Lines, and The Burlington Northern and Santa Fe Railway Company.

1. Prior to the date of this agreement, three grand division seniority rosters for conductors, brakemen, and yardmen existed on the former Santa Fe system. Those grand division seniority rosters were identified as the Eastern and Western Lines Grand Division Seniority Roster, the Northern and Southern Grand Division Seniority Roster, and the Coast Lines Grand Division Seniority Roster.
2. If and when this agreement is ratified, the following additions to the three Grand Division seniority rosters identified in paragraph number one of this agreement will be made:
 - a. Employees on the Coast Lines Grand Division Seniority Roster as of September 21, 1995 will be added to the bottom of the Eastern and Western Lines Grand Division Seniority Roster with a seniority date of September 22, 1995.
 - b. Employees on the Coast Lines Grand Division Seniority Roster as of September 21, 1995 will be added to the bottom of the Northern and Southern Grand Division Seniority Roster with a seniority date of September 22, 1995.
 - c. Employees on the Eastern and Western Lines Grand Division Seniority Roster and the Northern and Southern Grand Division Seniority Roster will be combined on the basis of their earliest ground service seniority date and added to the bottom of the Coast Lines Grand Division Seniority Roster with a Seniority date of September 22, 1995.
 - d. Ground service employees hired after September 22, 1995 on former Santa Fe, (Eastern and Western Lines, Northern and Southern Divisions, and Coast Lines), will be added to the bottom of all ground service rosters identified in this agreement on the basis of their earliest ground service seniority date.
3. The purpose of this agreement is to create expanded opportunities for employees to voluntarily exercise their ground service seniority at other locations beyond their prior rights seniority district.
4. Employees who obtain expanded seniority rights under the terms of this agreement, including employees hired after September 21, 1995, can only be force assigned to those locations where they could be force assigned prior to the date of this agreement.

5. Except as otherwise agreed, an employee who voluntarily exercises his expanded seniority established under the terms of this agreement will be governed by and work under the provisions of the collective bargaining agreements applicable on the seniority district where the employee is working. However, for the purpose of benefits, employees will be covered by those benefits applicable to them on the date they first establish operating craft seniority regardless of subsequent exercises of seniority.
6. An employee with a ground service seniority date on or before October 31, 1985, who voluntarily exercises seniority on another grand division, established under the terms of this agreement, will retain eligibility for duplicate time payments when working on another grand division.
7. An employee who voluntarily exercises seniority on another grand division, established under the terms of this agreement, will be afforded a vacation on another grand division on the basis of his earliest seniority date on his original (prior rights) seniority district.
8. Nothing in this agreement affects the application of the individual grand division seniority agreements, which established grand division seniority on the Eastern and Western Lines, excluding the Northern and Southern Divisions, the former Northern and Southern Divisions, and the Coast Lines, as to the utilization of grand division seniority.

**BN & SF GRAND
(MIDWEST)**

- (a) Employees with a seniority date as a trainman-yardman on September 22, 1995 on BN's Midwest Seniority District will be added to the bottom of the trainman-yardman's roster for Santa Fe's Seniority District No. 1 and the Consolidated Old Texas Division and vice versa. As provided here, such topped and bottomed employees shall have prior rights to service on or allocated to their former seniority district. If seniority of former BN or former Santa Fe employees is consolidated prior to March 1, 1997, employees who establish seniority on or before September 22, 1995 on either roster(s) (BN or SF) will be placed on the opposite roster with a seniority date of September 22, 1995 and such employees will be ranked in accordance with their standing on the former home road (BN or SF) consolidated roster.
- (b) Employees hired after September 22, 1995 on BN's Midwest Seniority District and Santa Fe's Seniority District No. 1 and Consolidated Old Texas Division will establish seniority on both rosters.
- (c) It is understood that employees with prior rights under this section may, but will not be required to protect service off their prior rights territory. Existing obligations to protect their seniority on their pre-existing district are not diminished or expanded by this agreement. The limits of the consolidated terminal and their assignments there are not considered service off their prior rights territory; the limits of the consolidated terminal do expand the limits of their pre-existing districts.

ARTICLE 3

APPLICATION FOR EMPLOYMENT PROBATIONARY PERIOD

- (a) Applications for employment will be rejected within eight (8) calendar weeks after seniority date is established, or applicant shall be considered accepted. Applications rejected by the carrier must be declined in writing to the applicant.
(Side letter 5 Conductor/Brakeman Brakeman/Helper Training Program)

OMISSION OR FALSIFICATION OF INFORMATION

- (b) An employee who has been accepted for employment in accordance with Section (a) will not be terminated or disciplined by the carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the carrier had had timely knowledge of it.
(Article VII of National Agreement dated August 25, 1978.)

ARTICLE 4

APPLICATION OF DUAL ROAD AND YARD SENIORITY

- (a)
 - (1) Nothing herein shall change or abrogate the provisions of the agreements covering road and yard service, i.e., when an employee is working in road service the provisions of this Agreement will apply and when working in yard service the provisions of the current Yardmen's Agreement will apply, subject to the requirements of dual seniority.
 - (2) Dual seniority will in no way change the line of demarcation between road and yard service.
- (b)
 - (1) A dual rights employee will be required, seniority permitting, to transfer from road to yard, or vice versa, under the following conditions:
 - (2) When working in road service and can hold neither a regular assignment nor a place on the trainmen's extra board at the point where employed when displaced or cut off in force reduction, he may elect to exercise his seniority at another point on his road seniority district; however, in the event he does not do so, he will be required to transfer to yard service, seniority permitting, and may exercise his seniority on any assignment held by a yardman his junior or take the extra board in any yard of his choice on the district.
 - (3) When working in yard service and can hold neither a regular assignment nor a place on the yardmen's extra board at the point where employed when displaced or cut off in force reduction, he may elect to exercise his seniority in another yard on his yard seniority district; however, in the event he does not do so, he will be required to transfer to road service, seniority permitting, and may exercise his trainmen's displacement rights over a junior trainman or take the trainmen's extra board.

A dual rights employee exercising his seniority under the provisions of 4(b)(2) or 4(b)(3) will be governed by Article 4(b)(4) and would not be required to remain thirty (30) calendar days in the craft or service to which transferred.
 - (4) Dual rights employees exercising their seniority under the provisions of this Section (b) will be permitted to return to the former craft at the point of their choice when their seniority will permit them to do so, providing request is made in writing to the proper authority.
- (c) Dual rights employees in the exercise of interchangeable seniority rights may, upon written application to the proper authority, be permitted to transfer from road to yard, or vice versa, provided that at the effective time of transfer, their seniority will enable them to hold service in the craft to which transferred, subject to the following conditions:
 - (1) When working in road service, he will be permitted to make application for any vacancy in any of the yards on the district and will be assigned thereto, seniority permitting. Likewise, an employee holding a regular assignment in road service, and for any reason is displaced, will be permitted to exercise displacement rights over any junior trainman in road service on the district or any junior yardman in any of the yards on the district.

- (2) When working in yard service, he will be permitted to make application for any vacancy in road service and, seniority permitting, will be assigned. Likewise, when working in yard service on a regular assignment and for any reason is displaced, will be permitted to exercise displacement rights over any junior yardman on the district, or any junior trainman in road service on the district.
- (3) A dual rights employee voluntarily transferring from road to yard or vice versa, under conditions referred to in Items 1 and 2 of this Section (c) will be required to remain in the craft or service to which transferred for a period of thirty (30) calendar days, unless he is unable to hold a regular assignment or the extra board in the craft or service to which transferred, "at the point of the assignment." (at the point the governing extra board is maintained – letter of interpretation dated 1-24-83).

When transferring from road to a regular assignment in yard service he will be restricted to service in the individual yard to which transferred for a thirty (30) calendar day period, unless unable to hold a regular yard assignment or the extra board at that point.

A dual rights employee working in yard service, who for any reason is displaced, or who makes written application for a permanent yard vacancy in another yard on the Seniority District, may transfer to such other yard, but will be restricted to yard service in the yard to which transferred for a thirty (30) calendar day period, unless unable to hold a regular assignment or the extra board in that yard.

- (4) A dual rights employee transferring from road to yard, yard to road or yard to yard, under the provisions of Items 1, 2 and 3 of this Section (c), or who is cut off the extra board in road or yard service and voluntarily transfers to another extra board, will be required to report for duty for the service to which transferred within 72 hours from release from his former service, unless on proper application he is permitted to be absent for a longer period. Failure to report within the 72 hour period or to secure authority to be absent longer, will result in investigation and action in accordance with facts developed.

EXTRA BOARDS – TRANSFERRING

- (d)
 - (1) Except in the exercise of seniority, transfer to extra board in the other class of service, or between extra boards in the same class of service will only be made upon written application and will be made effective when additional employees are to be placed on such boards. Dependent upon the requirements of the service, transfers may be deferred until replacements are available but not longer than 72 hours, and such 72 hours' deferment will not subject the Company to penalty payments.
 - (2) An employee so transferring will be required to remain on the extra board to which transferred for a period of thirty (30) calendar days unless he is unable to hold the board to which he transferred, or secures a regular assignment in the class of service to which transferred.
- (e) Before taking road service, yardmen will be required to pass necessary rules examination without expense to the Company.

**EBB AND FLOW BETWEEN
ROAD AND YARD SERVICE**

- (f) (1) The ebb and flow between yard and conductor's service and between conductor's and yard service will be permitted, except a yardman who has been force assigned on an engine foreman assignment, and a conductor who has been force assigned to a conductor's assignment.
- (2) A conductor or yardman voluntarily transferring from yard to conductor service or vice versa under conditions referred to in (1) of this Section (f) will be required to remain in road or yard service as the case may be for a period of thirty (30) calendar days, unless he is unable to hold a regular assignment or the extra board in road or yard service at the point of the assignment.

ARTICLE 5

BRAKEMAN/HELPER TRAINING PROGRAM AND CONDUCTOR/FOREMAN PROMOTION PROGRAM (NORTHERN AND SOUTHERN DIVISIONS)

The training program content will consist of orientation, classroom instruction and on-the-job training. The Carrier will provide classrooms, supply books and develop training instruction materials as needed. Examinations will be prepared and administered by the Carrier.

The training program and any intended substantial changes therein will be reviewed with Labor Relations at the request of the UTU general chairman.

I. Attendance and Training Schedule

- A. The Carrier will establish a training program schedule consisting of a maximum of six days per week of training in orientation (week 1) and five days per week of training in each week of classroom instruction. If, however, the schedule does not require attendance on a day or days of a calendar week, trainees at other than their home point will be permitted to return to their home point and back to the training point at their own expense.
- B. Training days will be arranged as follows:
 - 1. Orientation training days (week 1) will be scheduled by the instructor.
 - 2. Classroom instruction training days will be scheduled not to exceed nine hours, including one hour for lunch.
- C. Except in cases of bona fide illness or injury, which must be verified by acceptable medical documentation, or other documented serious emergency situation, trainees must complete all scheduled days of training in each week of orientation and classroom instruction in order to meet the requirements of the training program and be eligible to establish seniority.
- D. A trainee who, after starting the training program, is unable to continue due to a bona fide illness or injury, verified by acceptable medical documentation; proper leave of absence; or other documented serious emergency situation will not be regarded as having failed.
 - 1. A trainee's failure to continue, will not serve to delay the establishment of seniority by other trainees in the class.
 - 2. If a trainee in the Conductor/Foreman Promotion Program is unable to continue, the employee, upon return to active service, will mark up and work as a brakeman/helper until such time as classroom instruction is available.
- E. Except in the case of extreme emergency if any qualified regular or extra train/yard service employee is available, trainees will not be used in other service prior to completion of the training program.

II. Expenses

- A. If lodging and/or meals are not provided by the Carrier, trainees will be reimbursed for reasonable and necessary travel, lodging and meal expenses incurred while engaged in orientation and classroom training as follows:
 - 1. Lodging - Trainees will be eligible for lodging provided the employee's home point exceeds a thirty (30) mile radius from the location where the training program is conducted.
 - 2. Meals
 - a. Trainees entitled to lodging will be allowed \$19.28 per day meal allowance for each day in attendance in the orientation and classroom portions of the training program unless lunch is provided by the Carrier. If lunch is provided, meal allowance will be \$12.86/day.
 - b. Trainees not entitled to lodging will be entitled to a meal allowance of \$6.43 per day for each day in attendance in the training program unless lunch is provided by the Carrier.
 - c. Meal allowances are subject to future general wage increases.
 - 3. Travel
 - a. Trainees entitled to lodging will be allowed the same rate per mile generally allowed operating employees calculated by the most direct route to and from the lodging facility from the employee's home point to the location where the orientation or classroom training program is conducted.
 - b. During the on-the-job training portion of the training program, following the establishment of brakeman and helper seniority, trainees will be allowed expenses as provided for in the applicable UTU agreements.

III. Compensation

- A. Employees hired after the effective date of this agreement will be compensated based on the following weekly rates subject to future wage increases:
 - 1. \$433.12 per week for Field Orientation (1 week) and Classroom New Hire Instruction (1 week);
 - 2. \$646.53 per week for On-the-job Training as a brakeman/helper (6 weeks);
 - 3. \$753.68 per week for all weeks in the Conductor/Foreman Promotion Program.
- B. The weekly rate of pay will cover all time consumed in the training program. To receive the full rate, the trainee must be available a full six days per week in orientation training and five days in classroom instruction training. A trainee may not be absent without

permission from the designated local supervisor or classroom instructor. One seventh of the weekly training rate will be deducted for each day in the calendar week a trainee is not available (including lay off from the brakeman/helper or conductor/foreman trainee boards), provided that no deduction will be made for days on which training is not scheduled.

- C. If a trainee is used in the case of emergency service as a brakeman/helper prior to completion of the Brakeman/Helper Training Program or Conductor/Foreman Promotion Program, the trainee will be compensated for service and deadhead performed in addition to the weekly rate set forth in this Agreement at the rate payable to a pre-November 1, 1985 employee. **In no case will a trainee be used as a Conductor/Foreman prior to promotion to Conductor/Foreman.**

IV. Conductors and Foremen Participating in On-The-Job Training

- A. When trainee(s) in on-the-job training are called to work, the trainee's ground service crew (conductor and brakeman if not conductor-only or foreman and helper) will act as field instructors training the trainee in the proper performance of the duties of a brakeman or helper when involved in the initial six weeks of on-the-job training and as a conductor/foreman when involved in the three week on-the-job training for conductor under actual working conditions. The conductor or foreman will permit the trainee to perform the functions and duties of the job, including the preparation of the required reports.
- B. Conductor and foreman field instructors will be required to complete trainee progress reports as directed.
- C. The presence of a trainee in on-the-job training on a conductor-only crew will not affect the conditions and restrictions of conductor-only service.
- D. A conductor/foreman instructing an on-the-job trainee will receive \$15.00 in addition to other earnings. A brakeman/helper on a ground crew instructing an on-the-job trainee will receive \$12.00 in addition to other earnings.
 - 1. Instructor pay will not be considered a duplicate time payment and is subject to future wage increases.
 - 2. Instructor pay will not be used to offset guarantee.

V. Training Program Format (Employees hired after the effective date of this agreement.)

- A. Brakeman/Helper Training Program:
 - 1 week Field Orientation: Conducted by a craft instructor. Craft instructors will be selected from applications submitted by active ground service employees to the superintendents. In the selection process for locations where there are yards, due consideration will be given to the senior engine foreman.

1 week Classroom New Hire Instruction: To include half a day session with local chairman.

6 weeks On-the-job Training: Working as a brakeman/helper off of the brakeman/helper trainee board.

B. Conductor/Foreman Promotion Program:

1 week Classroom Conductor Instruction: Practice conductor's promotion examination (no pass/fail) at end of this week.

3 weeks On-the-job Training: Working as a conductor off of the conductor trainee board.

1 week Classroom: Promotion examination at the end of week. An employee who passes establishes seniority in his relative standing. An employee who fails will receive 1 additional week of classroom instruction.

1 week Classroom: Second week immediately following the first week for an employee who failed the first attempt at the promotion examination. An employee who passes on the second attempt establishes seniority in his relative standing as though he had passed on the first attempt. An employee who fails the second attempt to pass promotion will automatically forfeit all seniority rights in train and yard service with the Carrier and be removed from train and yard service.

C. The following provisions will apply to employees hired after the effective date of this agreement:

1. A brakeman/helper trainee board will be established at the home terminal where trainees are in the first six week segment of on-the-job training as brakemen/helpers. Trainees will rotate first-in, first-out subject to the provisions of V.C.3 below amongst themselves on a continuous basis during weeks of on-the-job training with a minimum of sixteen hours off when tied up at their home terminal between trips in through freight. A minimum of sixteen hours off will not apply when in on-the-job training in yard or assigned service, e.g. road switcher or local.
2. A conductor trainee board will be established at the home terminal where trainees are in the three week segment of on-the-job training as conductors. Trainees will rotate first-in, first-out amongst themselves on a continuous basis during weeks of on-the-job training with a minimum of sixteen hours off when tied up at their home terminal between trips in through freight. A minimum of sixteen hours off will not apply when in on-the-job training in yard or assigned service, e.g. road switcher or local.
3. In order to insure that an employee in on-the-job training as a brakeman, helper, or conductor has an opportunity to train in various positions on the seniority district, board and yard runaround provisions will not apply to employees involved in the training program.

4. During the on-the-job training portion of the training, an employee called out of the home terminal as a brakeman or conductor trainee in pool freight service may be called to train with a home terminal or away from home terminal conductor and at the away from home terminal may be called to train with the same conductor or with an earlier conductor provided that when tied up at the away from home terminal the trainee has a minimum of 10 hours off between trips before working back with an earlier conductor.

QUESTIONS & ANSWERS

- Q1. If the employee is in classroom or orientation training at other than the home point and there is no training on a given day, what expenses will the employee receive?
- A1. The employee will be provided lodging and meal allowances.
- Q2. If a trainee is in a classroom portion of the instruction, can he be used in an emergency?
- A2. No.
1. In connection with the Brakeman and Switchman Training and Conductor and Engine Foreman Promotion Agreement dated October 18, 1994, Santa Fe may use employees represented by the United Transportation Union (CT&Y) General Committee as instructors to augment the classroom training described in the Agreement including Side Letters No. 1 and 2 done by exempt employees.
 2. The carrier will determine if employees represented by the UTU are necessary to augment this training. If the carrier elects to use employees represented by UTU to augment this training, all determinations related to this use will be made by the carrier.
 3. When the carrier elects to use union represented employees as instructors, the instructor positions will be advertised and union represented employees used as instructors will be selected by management from applications received.
 4. Santa Fe will notify the General Chairman of the name and home terminal of each employee selected as an instructor.
 5. Employees selected as instructors will only be used as instructors on their respective grand divisions.
 6. When used as an instructor, an employee will be paid the combination guaranteed extra board rate for each day he is off from his regular assignment serving as an instructor, plus appropriate expenses.
 7. This agreement is entered into on a without prejudice basis, and it does not establish any right whatsoever for employees represented by the UTU to any instructor position.

ENGINEER TRAINING PROGRAM

- I. Training and Promotion

The purpose of this Agreement is to modify and amend the formal program for the training and qualifying of locomotive engineers, which is in effect between the Carrier and the UTU(E) and to meet the immediate and continuing needs of the Carrier. The United Transportation Union (Enginemen's Committee) will cooperate in this program.

- A. A fireman ("engineer service trainee") shall be any person selected by the Carrier for the purpose of training to be a qualified locomotive engineer under existing collective bargaining agreements. Any employee who has entered or enters the engine service training program after October 31, 1985 will establish a fireman seniority date, strictly for purposes of an orderly transition to the craft of locomotive engineer. The use of this seniority date is strictly limited by and subject to the conditions set forth in Article XIII of the October 31, 1985 UTU National Agreement. Thus, employees who entered or enter engine service after October 31, 1985 shall have no right to work as firemen or to hold firemen's positions.
- B. Recruitment, selection, employment, and training will be without regard to race, creed, color, religion, national origin, age, sex, or handicap.
- C. Selection of engine service candidates will be made by the Carrier subject to the Carrier's legal obligations.
- D. Training Program
 - 1. The training program shall consist of classroom instruction and on-the-job training as determined by the Carrier. As necessary, classrooms, books, materials and instructions shall be furnished by the Carrier.
 - 2. Examinations will be prepared and administered by the Carrier.
 - 3. The training program and any intended substantial changes therein shall be reviewed from time to time by the designated carrier representative and the UTU(E) General Chairmen.
 - 4. The UTU(E) General Chairmen shall be furnished the name, address, and date placed in training of each engine service trainee entering the training program, and upon a completion of the program, the UTU(E) General Chairmen will be furnished confirmation of promotion.
 - 5. An engine service trainee, who after starting the training program is unable to continue the training due to illness which has been verified by a physician or approved leave of absence will not be regarded as having failed provided that upon return the candidate immediately reenters the training program. The decision as to whether the employee must start the program from the beginning or at another point in the training will be made by the designated carrier representative. The UTU(E) General Chairman will be advised of this decision.

QUESTIONS AND ANSWERS

- Q1. If a ground service employee is scheduled to be in a locomotive engineer trainee class and is not able to attend the scheduled class due to illness or leave of absence as described above, is this considered as having started the training program for purposes of the agreement?
- A1. Yes, a pre-1985 ground service employee who has applied or a post 1985 ground service employee who is required to enter training in seniority order who is scheduled to attend the training program and is unable to do so for the above defined reasons must upon return to service, enter the next engineer trainee class scheduled on the system. The class need not be scheduled for the employee's home territory. The employee may return to ground service until the next scheduled class on the system begins.
- Q2. If a ground service employee fails to start or complete locomotive engineer training with his scheduled class as described above and commences locomotive training in the first scheduled class upon return to service, is the employee's subsequent engineer seniority affected?
- A2. No. The employee maintains his relative standing in the training class and promotion and seniority are governed by Article I Section H of the agreement.
6. Adequate records of engine service trainees' on-the-job and classroom training progress shall be maintained by the Carrier and reviewed with the UTU(E) General Chairmen on their request.
- E. Expenses
1. If not otherwise provided for by the Carrier, engine service trainees will be reimbursed for reasonable and necessary travel, lodging and meal expenses incurred while they are engaged in orientation and classroom training prior to establishing engineer seniority as follows:
- a. Lodging
- (1) Trainees will be eligible for lodging provided the home point of a new hire or regular employee's assignment and the point where the employee's residence is maintained each exceed a thirty (30) mile radius from the location where the training program is conducted.
- (2) If the employee's residence or regular assignment is not outside the 30 mile radius, the Carrier still may provide lodging if in the opinion of the instructor the trainee would benefit scholastically. In that case, the Carrier will provide a meal allowance under section E.b.(1) of this Agreement as well as lodging.
- b. Meals
- (1) A trainee provided lodging will be allowed \$18.00 per day meal allowance for each day in attendance in the classroom and simulator portions of the training program unless lunch is provided by the Carrier. If lunch is provided, the meal allowance will be \$12.00 per day.

- (2) A trainee not provided lodging will be entitled to a meal allowance of \$6.00 per day for each day in attendance in the classroom and simulator portions of the training program unless lunch is provided by the Carrier.
- (3) Meal allowances are subject to future general wage increases.

c. Travel

- (1) A trainee provided lodging will be allowed the same rate per mile generally allowed other employees, calculated by the most direct route to and from the home point of the new hire or regular employee's assignment or extra board location to the location where the training program is conducted.
- (2) Trainees undergoing on-the-job training shall receive travel expenses, lodging accommodations or allowance in lieu thereof and meal allowance as provided under applicable UTU(E) agreement.

F. Compensation

- 1. Employees entering operating craft service after October 31, 1985 will be compensated as follows:
 - a. For each week of training the employee will be paid a weekly rate of \$762.98 which will be subject to future wage increases. This payment shall cover all time consumed in the training program. To receive the full rate, the engine service trainee must be available a full seven (7) days per week. An engine service trainee may not be absent without permission from the designated local supervisor or classroom instructor. One seventh of the weekly training rate will be deducted for each day in the calendar week an engine service trainee is not available, provided that no deduction will be made for days on which training is not scheduled.
 - b. Engine service trainees in the training program will receive the benefits under the applicable Health and Welfare Program(s) as may be in effect and under National Vacation Agreements currently in effect.
- 2. Employees who entered operating craft service prior to October 31, 1985 will be compensated as follows:
 - a. For each week of training the employee will be paid a weekly amount equal to 90 percent of the employee's regular average weekly earnings in the previous six months (excluding penalty payments, and any extraordinary payments such as signing bonuses, lump sums, and moving/real estate lump sums), but not less than \$800 per week. One seventh of the weekly training rate will be deducted for each day in the calendar week an engine service trainee is not available of his/her own

volition, provided that no deduction will be made for days on which training is not scheduled.

3. Employees who enter engine service training who have vacation scheduled during the training program will be allowed to reschedule their vacations, if possible, following the training program. If there is insufficient time remaining in the year for vacation or if the demands of service require the employee to work, the employee will be paid for ungranted vacation.

G. Completion of the Training Program

1. If an engine service trainee fails either one or both of the required final examinations the employee will be given a second opportunity to pass the final examination(s)
 - a. The second examination must be taken no earlier than thirty (30) days and not more than ninety (90) days following failure of the first examination. The second examination will be held at the same point as the first examination if practicable or unless otherwise mutually agreed upon.
 - b. While waiting to make the second attempt at passing, the engine service trainee will return to on-the-job training as a trainee for not less than thirty (30) days and not more than ninety (90) days following failure of the first examination. All provisions of the training agreement will apply during this thirty (30) to ninety (90) days.
 - c. An engine service trainee's failure to pass either of the final examinations on the second attempt will result in the trainee's failure and termination from the training program.
2. Upon successful completion of the final examinations, the engine service trainee will return to the home territory and at the discretion of the Carrier continue on-the-job training prior to making the home district territory qualification trip. If the employee is unable to qualify, the employee will be terminated from the engine service training program.
3. Upon such certification, the Carrier shall supply the UTU(E) General Chairman with the names of the engine service trainees so certified and the date of the certification.

H. Establishment of Seniority

1. An engine service trainee who successfully passes both final examinations on the first attempt will be assigned a graduation date by the Training Center. This date will be the Saturday following the week in which the exams are passed. Provided that the employee successfully completes district territory qualification, this will be the employee's locomotive engineer seniority date.
2. An engine service trainee who fails to pass the final examination(s) on the first attempt and pass on the second attempt will be assigned a graduation date by the Training Center in relative seniority order among those making the second

attempt and below all engine service trainmen in the same class who passed both final examinations on the first attempt.

3. Employees who are certified locomotive engineers at the time they are employed and are subsequently promoted ahead of engine service trainee(s) their senior, will be considered to have established seniority dates as engineers below all senior engine service trainees who are in training at the time and subsequently pass promotion on the first or second attempt.

II. Exclusive Representation

The United Transportation Union (Enginemen's Committee) is and shall be recognized as the exclusive collective bargaining representative for employees in connection with the negotiation, interpretation, or administration of any agreement governing the engine service employee training program. This Agreement supersedes existing agreements relating to the training, qualifying and promotion of firemen represented by the UTU(E) only to the extent set forth herein.

QUESTIONS AND ANSWERS

- Q1. Is the seniority of fireman employed prior to October 31, 1985 affected by this agreement?
- A1. No.
- Q2. Does Section 1(A) of this agreement change any portions of the UTU October 31, 1985 National Agreement, Article XIII, Section 3(1)?
- A2. No.
- Q3. Under Section 1(F) (3) of the November 20, 1993 agreement, would a trainee be paid ungranted vacation earnings for vacation not taken in addition to other earnings?
- A3. Yes.
- Q4. When a trainee is in training at the time annual vacations for the following year are being scheduled, under what craft will the trainee be scheduled for a vacation?
- A4. The trainee will be scheduled in the last craft worked prior to commencing engine service training.

SIDE LETTER 1

Engine service trainees will be entitled to meals en route allowances as they apply to pre-November 1, 1985 locomotive engineers when participating in on-the-job training as a locomotive engineer. In order to be paid a meals en route allowance when one is due, an engine service trainee must claim the appropriate code, Code 09, Code 41, or Code 72, as applicable on the regular working ticket.

SIDE LETTER 2

If a trainee in on-the-job training consistently works seven days per week, the trainee will be allowed to lay off without a deduction in pay. This to be accomplished by the trainee's general chairman contacting Labor Relations. Layoffs will not exceed one day per week or two days per half month.

SELECTION OF ENGINEER TRAINEES

1. The purpose of this agreement is to provide a uniform selection method for promotion of trainmen/yardmen to the Locomotive Engineer Training Program LETP.
2. This Agreement covers such selection in territory of the BN and Santa Fe where seniority has been topped and bottomed pursuant to the BNSF Merger Implementing Agreements and the parties' other recent agreements consolidating seniority.
3. This Agreement is necessitated by the fact that the former BN and former Santa Fe each have had different methods of selection for LETP classes, which would, if carried forward, present increasing difficulties of proper selection, potential run-arounds, forcing people into engineer slots hundreds or thousand of miles from home and so on.

Article 1 - Voluntary Bidding

- A. Voluntary bidding will be the primary vehicle for filling vacancies in LETP classes.
- B. Selection among bidders will be made on the following basis:
 1. Trainmen/yardmen, in seniority order, from the prior rights district seniority roster(s) where the LETP class position arises (for example, former Frisco Enid District).
 2. Trainmen/yardmen, in seniority order, from the expanded seniority district(s) where the LETP class position arises (for example, former BN Midwest Seniority District).
 3. Trainmen/yardmen, in seniority order, on the expanded district roster, whose seniority was topped and bottomed with the expanded district roster (for example, former BN _____, topped and bottomed with the Midwest on September 21, 1995 or the former Santa Fe Grand Division. topped and bottomed with the Midwest on September 22.1995)
 4. Trainmen/yardmen in seniority order, who have secured dates on the expanded district roster after September 22, 1995.
- C. If the need for promotion arises at a common point where seniority has been consolidated, the same methods will be used, but bidders from both former prior right districts and the expanded seniority districts on both predecessors (BN and Santa Fe) will be considered. [For example, at Amarillo Yard (a common point for BN and Santa Fe), the successful bidder(s) for LETP positions shall be selected on the basis of their hire-out

date using the method prescribed in this Article 1 (B1) or (B2) or (B3). As a further example, one position is advertised for LETP at Amarillo Yard and both a former BN Amarillo yardman and a former Santa Fe Amarillo yardman bid on it, the successful bidder of the two would be the employee who hired out in ground service first, i.e. earliest hire-out date.]

Article 2 - Force Assignment

A. Insufficient number of bids

1. If a sufficient number of trainmen/yardmen do not make application for engine service to meet the carrier's needs, such needs will be met by requiring trainmen/yardmen, who established seniority on or after November 1, 1985 (based on their hire-out date in the ground service crafts on either the former BN or the former Santa Fe) to take engine service assignments (and successfully complete engineer training).
2. For example, a former Santa Fe conductor has a seniority date of October 31, 1985 on the Santa Fe, but has a September 22, 1995 date on the BN by virtue of topping and bottoming the seniority rosters. This employee could not be forced to take engine service assignments even if he has exercised his acquired seniority to work on former BN territory. Wherever this employee is working, he is considered to be a pre-November 1, 1985 employee.

B. Force assignment selections will be made on the following basis:

1. Trainmen/yardmen who established seniority on or after November 1, 1985 (based on their hire-out date in the ground service crafts on either the former BN or the former Santa Fe), in reverse seniority order, working in the prior rights district(s) where the LETP class position arises, except an employee who has transferred for the sole purpose of continuing to work and not be furloughed on the prior seniority district will not be required to accept locomotive engineer training on the new seniority district provided that the employee has a request in to return to his prior seniority district when seniority permits. (It is understood that this exception will only apply to employees who would have otherwise been furloughed and not to employees who, under non-furlough circumstances, exercise their expanded seniority. It is also understood that an employee who has transferred under these circumstances may choose to enter the LETP at the new location.)
2. At former BN points, trainmen/yardmen, who established seniority on or after November 1, 1985 (based on their hire-out date in the ground service crafts at points on the former BN), in reverse seniority order, working at the next nearest source of supply, by highway miles, which is a former BN point and which has had its seniority integrated or topped and bottomed with the point where the LETP candidate is needed.

Article 3

This agreement shall be immediately effective upon its full execution, and may thereafter be changed by consent of all signatory parties (or their successors or designees) or in accord with the mechanism set forth in Section 6 (and related Sections) of the Railway Labor Act, dealing with the handling of “major disputes.”

ARTICLE 6

SENIORITY ROSTER

- (a) A consolidated seniority roster covering trainmen-yardmen shall be maintained for each of the seniority districts. A separate roster shall be maintained covering conductors on each seniority district.
- (b) Each consolidated trainmen-yardmen seniority roster shall be prepared listing first, under a caption "Prior Rights Trainmen," the names of all trainmen, in seniority order, holding a seniority date as trainman prior to May 1, 1960, followed by the names of all yardmen, under a caption "Prior Rights Yardmen," holding a seniority date as yardman in any of the yards on the seniority district prior to May 1, 1960, with the yard in which they hold prior rights being so designated.
- (c) All "Prior Rights Trainmen" shall be shown with a seniority date of May 1, 1960 as yardman, and all "Prior Rights Yardmen" shall be shown with a seniority date of May 1, 1960 as trainman.
- (d) The names of employees who have entered the service on and after May 1, 1960, will be shown following the "Prior Rights Yardmen" and "Prior Rights Trainmen" in the order of their employment, with a common seniority date in road and yard service.
- (e) Trainmen on District No. 4 established seniority on District No. 5 and trainmen on District No. 5 established seniority on District No. 4 as of August 1, 1967, with the trainmen on District No. 4 being placed on the seniority roster following the trainmen on District No. 5 and the trainmen on District No. 5 being placed on the seniority roster following the trainmen on District No. 4.
- (f) A correct copy of the seniority roster will be furnished to the general and local chairmen of the United Transportation Union, with a copy posted accessible to conductors and trainmen-yardmen.

ARTICLE 7

SINGLE SENIORITY

- (a) (1) Conductors may exercise their seniority either as a conductor or trainman: however, there will be no general advertising of assigned runs and the application of single seniority will apply on the basis of seniority rules; that is, by written application for vacancies and new assignments; or, by displacement when losing their assignment through no fault of their own.
- (2) Conductors will be allowed to voluntarily give up an assignment as conductor, but must displace the junior conductor in chain gang service out of his governing home terminal and must do so without expense to the Company. If the assignment is at an outlying point where no extra board or relief service is maintained, the conductor will remain on such assignment until it has been posted and a successor is assigned and reports. Deadheading by either party involved will be without expense to the Company.
- (3) Conductors, not working as such, desiring to waive their rights as conductor or withdrawing such waiver, will file written notice to that effect with the yardmaster, with a copy to the trainmaster. Such notice will be effective five (5) days after the time and date it is received by the yardmaster. Conductors waiving their rights as conductor will not be considered available for conductor service if other non-restricted conductors are available; however, if non-restricted conductors are not available, then the restricted conductors will be considered available in reverse order of seniority.

ARTICLE 8

USE OFF SENIORITY DISTRICT

- (a) When conductors and/or trainmen assigned to one district or division are used in emergency on another district or division, they will accept the terminals and working conditions of the division or district on which used but will be relieved at the first opportunity and allowed not less than one minimum day at the rate of the service performed. In returning to their home division or district they will be deadheaded or run light at the first opportunity. If run light they will be paid not less than a minimum day.
- (b) When conductors or trainmen are used as described in the preceding Section, in other than an emergency, the home district conductor or trainmen assigned to chain gang crew standing first out for the service will be allowed the actual mileage run by the borrowed conductor or trainmen or a minimum day, whichever is greater. This allowance will be made to the conductor or trainmen of the chain gang crew standing first out at the terminal that normally would have provided the crew, at the time the borrowed conductor or trainmen are required to report for duty, and conductor or trainmen receiving the allowance provided will not lose their standing on the board.
- (c) An emergency referred to in the preceding Section (a) is an unforeseen occurrence such as storm, washout, wreck or bridge burned on the affected district or division.

ARTICLE 9

CREW CONSIST

No Carrier supervisor, official, or non-craft employees (including yardmasters) shall be used to supplant or substitute in the exclusive work of any train or yard crew working under UTU Agreements. (*Article 4, May 19, 1981 Crew Consist Agreement*)

1. A standard crew shall consist of one conductor/engine foreman and one brakeman/helper, except as otherwise provided herein.
2. Paragraph (1) does not preclude the carrier from electing to use more than one brakeman/helper if it determines the needs of the service so require. Upon request, the Division Manager will review situations where the local chairman feels more than one brakeman or yardman should be used.
3. Carrier may establish conductor-only service subject to the following conditions.
 - (a) Portable radios will be furnished each member of a reduced crew consisting of one conductor (foreman) and one brakeman (yard helper) for his use while on duty. Such radios will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body or will be of such size as to permit being placed in coat or trouser pocket. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function. Carrier will be responsible for maintenance of radios and employees will not be held responsible for failure or malfunction of radio equipment unless obviously caused by employee abuse or tampering.
 - (b) Sufficient frequency channels will be utilized to provide safe communication.
 - (c) Except in an emergency, reduced yard crews will not be required to start switching or perform transfer service without operable portable radios and, in addition, operable radio on engines nor will they be censured or disciplined in any manner for refusing to do so.
 - (d) Except in an emergency, reduced crews in road service will not be required to perform switching or depart a terminal with train not having radio communication between rear and head end of train in addition to operable portable radios, nor will they be censured or disciplined in any manner for refusing to do so.

Conductor-only Conditions and Restrictions

As of February 1, 1992 Article 3(c) of the Memorandum of Agreement dated August 21, 1989, effective September 1, 1989, shall be abrogated. In its place the following terms in this Article II shall establish the conditions and restrictions which govern conductor-only service performed on and after February 1, 1992 by employees subject to this Agreement:

1. Conductor-only service may be established on through freight trains between terminals, initially as described in Section 8 herein.
2. Conductors in conductor-only service will not be required to make more than three straight set-outs or three straight pick-ups, or any combination not to exceed three per tour of duty, including work at a terminal or en route, excluding bad orders. For purposes of this Article II, cutting in or

cutting out helper power will be considered a pick-up or set-out unless such move is performed by someone other than the conductor on the conductor-only train.

At Mykawa only, for intermodal trains in intermodal facilities, building train from the minimum number of tracks, or yarding train in the minimum number of tracks will count as one of the pick-ups and/or set-outs. Double-overs from the main line will not be allowed at Mykawa.

3. Conductor-only trains will be protected by the conductors' pools. Conductors' and brakemen's chain gang turns will be separated, and separate conductors' and brakemen's pools will be established to protect all service, including conductor-only service, except as limited by Section 8 below.
4. District miles will be allowed. The overmile rate for conductors protecting service under this Article II will be at the basic mileage rate in effect June 30, 1988.

NOTE: For example, the run from Temple to Houston presently pays \$.9671 per mile for overmiles. Under this provision, the overmile rate for conductor-only would be \$.9925 per mile.

5. Conductors protecting this service who do not stop to eat en route will be allowed \$1.50, unless time on duty exceeds 8 hours, in which event they will be allowed \$6.00.
6. Conductors operating conductor-only trains which perform in excess of the moves provided in Section 2 above will be allowed the one-way trip mileage a brakeman would have earned had he been a member of the crew.
7. A brakeman used out of the home terminal in pool freight service with a conductor will remain with that conductor for the entire round trip.
8. Conductor-only trains may be operated in the freight pools between terminals pursuant to the restrictions set forth in Section 2 above.

Brakemen's pool positions will be maintained as set forth below:

- (a) Conductors' pools will be regulated in accordance with schedule rules based on the mileage of all trains operated in the pool by pool conductors.
- (b) All brakemen's pools will be abolished, the brakemen's extra board will be abolished, and the conductors' extra board will be abolished. A combination conductors'/brakemen's extra board will be established in their place to protect all brakemen's unassigned freight work and all other conductors' and brakemen's vacancies. Occupants on the combination board will be covered by the conductors' guaranteed extra board guarantee.
- (c) The number of brakemen from the freight pool who will occupy positions on the extra board will be governed by the following:

Upon implementation	25% of conductors' pool turns
Year 2	20% of conductors' pool turns
Year 3	15% of conductors' pool turns
Year 5 and thereafter	0% of conductors' pool turns.

All fractions will be rounded to the next lowest number.

- (d) Occupancy on the combination conductors'/brakemen's extra board will be calculated at a minimum of the number of brakemen's slots plus 40% of all conductors' pool turns and assigned positions and all assigned brakemen's positions. All fractions will be rounded to the next highest number.

For example:

Conductors' pool	13	
Conductors' assignments	6	
Brakemen's assignments	6	
	$25 \times .40 = 10$	
Brakemen's pool slots	3	$3 + 10 = 13$ on extra board

At the beginning of Year 5 and thereafter, occupancy on the combination board will be calculated at a minimum of 25%, providing that 25% of the number of brakemen used in pool freight service in preceding 10 days periods be used in calculating the number on the combination board.

- (e) The Carrier will determine which trains will be operated conductor-only based on the guidelines of Sections 2 and 7 of this Article II.
- (f) Trains consisting of at least 90% new business added subsequent to the effective date of this agreement which cause an increase in the number of conductors' pool turns will not cause a corresponding increase in brakemen's pool turns.
9. Following the effective date of this Article, should any member(s) of another craft or organization receive payment(s) of any nature dealing with the size of the train and/or size of the ground crew and/or work en route which payment(s) were not provided for prior to the effective date of this Agreement, the member(s) of the ground crew will receive the same payment(s) in addition to all other earnings.

Special Through Freight Car Scale Additive

Each road freight conductor and brakeman who works in unassigned pool freight service and in assigned through freight service (including extra crew members used for Hours of Service Law relief for this service) will be paid a special car scale additive as follows:

\$17.32 will be paid to an employee for every trip he works as a conductor in the service described above in this Article XVI, and \$8.09 will be paid to an employee for every trip he works as a brakeman in the service described above in this Article XVI. This allowance shall be paid in addition to the existing car scale additive.

Inapplicability of National Crew Consist Resolution

The parties hereby agree that any provisions in the national labor mandate effective July 29, 1991 between the National Carriers' Conference Committee and United Transportation Union (CT&Y), i.e., the recommendations of Presidential Emergency Board No. 219 as made binding by House Joint Resolution 222, Public Law 102-29, which specifically provide for crew consist modification or which establish a procedure through which a carrier may pursue crew consist resolution, do not apply in the case of employees represented by any UTU General Committee signatory to this Agreement.

The moratorium provision contained in Article 24 of the May 19, 1981 Crew Consist Agreement remains in effect, and the terms of that moratorium provision shall also be applicable to the same extent in connection with the portion of this Memorandum of Agreement which specifically sets forth the conditions and restrictions which govern conductor-only service performed by employees covered by this Agreement, and to such portion of this Agreement which establishes reserve board or supplemental guaranteed extra board entitlements on behalf of employees covered by this Agreement. This does not prevent the parties from making changes in any agreement by mutual consent.

AGREED-UPON QUESTIONS AND ANSWERS

Conductor-Only

- Q1. A conductor makes two pick-ups at the initial terminal and one set-out at the final terminal. Is this permissible under Section 2?
- A1. Yes. The conductor had three work events for that tour-of duty.
- Q2. A conductor sets out two bad order cars at the initial terminal, one of which is 15 cars deep and the other 48 cars deep. He makes a pick-up and set-out en route, and a set-out at the final terminal. Is this permissible under Section 2?
- A2. Yes. For that tour of duty, the conductor had three work events, because setting out bad orders are not included.
- Q3. A conductor is instructed by radio to set-out a unit for another train which is experiencing power trouble. Is this a set-out under Section 2?
- A3. No. The set-out of the unit was unscheduled and unplanned and was solely to assist the other train.
- Q4. A conductor is instructed to set out two units at an intermediate point for a work trains power. Is this a set-out under Section 2?
- A4. Yes. The set-out of power in this example was planned and therefore counts as one of the three work events.
- Q5. A conductor makes a pick up and set-out at the initial terminal, a pick up en route and a set-out at the final terminal. Is this permissible under Section 2?
- A5. No. The conductor exceeded the three work event limit and would be entitled to the one-way trip brakeman's mileage provided for in Section 6.
- Q6. A conductor goes on duty at Barstow, makes a pick up at Barstow, makes a set-out en route at San Bernardino and then yards his train on three tracks at Hobart. Is this permissible under Section 2?
- A6. Yarding the train on the minimum number of tracks at Hobart counts as only one set-out. Thus, if the minimum number of tracks was used, the conductor had three work events. If the minimum number of tracks was not used, then the three work event limit was exceeded.

- Q7. A conductor in a freight pool lays off. How will his turn be protected?
- A7. Unless agreements exist at a particular location providing for the conductor to take his turn when laying off, the vacancy will be protected by the conductors' extra board.
- Q8. Conductor Jones and Brakeman Smith are ordered for 9:00 a.m. for Train ABC. Conductor Doe is ordered for 9:15 a.m. for Train XYZ, a conductor-only train. Prior to arrival at the terminal, Train ABC gets stopped by a hot box detector and Train XYZ arrives first at 9:20 am. How will the crews be run?
- A8. Conductor Doe will be used first out on Train XYZ, which now will depart first. Conductor Jones will still work with Brakeman Smith on Train ABC, which now will depart second, and Conductor Jones will be paid a third of a basic day yard runaround (multiple if applicable).
- Q9. In the above example, once the crews reach the away-from-home terminal, with which conductor will Brakeman Smith return home?
- A9. Brakeman Smith will work back to the home terminal with Conductor Jones as provided in Section 7.
- Q10. A train with a crew of a conductor and brakeman ties up under the Hours of Service Law. May the relief crew be conductor-only?
- A10. Yes. The relief crew may be conductor-only provided the relief conductor does not make in excess of three pickups/set-outs.
- Q11. A conductor on a conductor-only train is required to assemble his locomotive consist at the initial terminal, including coupling and uncoupling several units. Is this permissible, and do the moves count as work events under Section 2 of Article II?
- A11. It is permissible for a conductor in conductor-only service to assemble or disassemble his locomotive consist at the initial or final terminal. The total of all moves made in connection with the assembling of the locomotive consist will count as just one of the three work events.
- Q12. Under Option 2, how will seniority be utilized to and from the combination conductors/ brakemen's extra board?
- A12. During the first four years following implementation, employees will occupy the board based on their brakemen's seniority dates. Thereafter, employees will occupy the board based on their conductors' seniority dates.

Road/Yard

- Q1. A road crew yards their train at the final terminal in Receiving Yard Track No. 8, sets out 10 cars to Receiving Yard Track No. 7, picks up 14 cars from Receiving Yard Track No. 12, and returns them to their train in Track No. 8. They then go off duty. Are such moves permissible?
- A1. Yes.

- Q2. In the above example, could the outbound road crew be required to make the set-out and pick-up instead of the inbound road crew?
- A2. Yes.
- Q3. If the road crew in Question 1 stops the train on the main line and makes a set-out and a pick-up on adjacent yard tracks, is this permissible?
- A3. Yes.
- Q4. Can an inbound road crew after yarding their train, then be required to make set-outs to two different tracks in the same yard?
- A4. Yes, if they have not made a prior pick-up or set-out in the final terminal.
- Q5. May the Carrier require a road crew to make a pick-up of cars within the initial or final terminal and make a set-out of the same cars in another location within the same terminal?
- A5. No, such pick-ups and set-outs must be in connection with their own train.
- Q6. In the application of the provisions of Section 1(a) of Article VIII, a road crew after receiving the train in the make-up track in yard A is required to make a pick-up or set-out of cars in an adjacent track prior to departing the initial makeup track. Is this permissible under the agreement?
- A6. Yes.
- Q7. In the application of Section 1(a) a road crew arrives at the final terminal and is required to make a set-out of cars in A Yard, make a pick-up of cars in B Yard, yard the train in C Yard and double a cut of cars to an adjacent track. Is such movement permissible?
- A7. No, such movement exceeds the maximum of two pick-ups and/or set-outs.
- Q8. A road crew receives the train in the A Yard and is required to double the train together. They then make one pick-up before departing the terminal. Is such permissible under the application of Section 1(a)?
- A8. Yes.
- Q9. A road crew arrives at their final terminal and is required to make one set-out or pick-up in the A Yard, then proceed to the B Yard to yard the train. After yarding train in B Yard, the road crew is required to take a cut of cars from their train back to the A Yard for set-out and then takes the power to the tie up track. Is such movement permissible under the Agreement?
- A9. No, because reverse movements of this nature are not contemplated under Article VIII.
- Q10. In the application of Section 1(b) may a road crew, after taking charge of a solid-over-the-road train, make a pick-up in a foreign Carrier's yard?
- A10. No.

Q11. May a road crew make a set-out in the foreign Carrier's yard prior to delivering a solid-over-the-road train?

A11. No.

Q12. A road crew goes on duty at their regular on-duty point handles the engine to a foreign line yard and couples to a solid-over-the-road train. They depart the foreign line yard, travel back into the initial terminal, and make a pick-up before continuing their road trip. Is this move permissible?

A12. Yes.

Q13. A road crew is instructed to make a set-out hanging on to ten cars and a pick-up hanging on to five cars prior to departure. Is this permissible?

A13. Yes, hanging on to cars while making a pick-up or set-out is considered "straight" pick-up or set-out.

Q14. What is the definition of "Switching"?

A14. Switching would be any move performed other than a straight set-out or straight pickup; handling power at initial or final terminal; set-out bad orders.

Q15. Is re-blocking or re-arranging train considered as switching?

A15. Yes, except when it is necessary to reposition a car which requires particular placement because of Bureau of Explosives, ICC or other Government regulation. If it is necessary to reposition a car because of a Bureau of Explosives, ICC, or other Government Regulation, it will be considered one work event despite the number of moves necessary.

Example: Conductor-only originating at Temple is required to re-block his train to comply with Central Region Bulletin, would this be considered switching?

The Agreed to answer is: Yes

Q16. Would a double-over be counted the same as a set-out or a pick-up?

A16. Yes.

Q17. Is it permissible for Conductor-only's to set-out or pick-up while holding on to cars?

A17. Yes.

Q18. Is any set-out or pick-up of locomotive consist (unit(s)) enroute counted as a set-out or pick-up under Article II Section 2?

A18. Yes.

Q19. Would engines to be picked up by Conductor-only's while enroute have to be first-out in the track?

A19. Yes.

Q20. In a track to be picked up, there is a car that has been diverted or has not been updated at time of pick up and the conductor-only crew is required to switch it out. Is this switching?

A20. Yes. This would trigger payment provided in Article II, Section 6.

Q21. Is it considered switching if a conductor-only train sets out cars in track 1, then sets cars back to the train, then sets out more cars?

A21. No, it is two straight set-outs.

Reserve Board

Q1. May an employee on the Supplemental Guaranteed Extra Board move to the Reserve Board by request?

A1. Yes, if a junior employee is occupying the reserve board.

Special Through Freight Car Scale Additive

Q1. A crew of a conductor and brakeman works from home terminal A to away-from-home terminal B, is off 10 hours and makes a return trip working to terminal A. How many special through freight car scale additives are due?

A1. The conductor receives two \$15.00 payments and the brakeman two \$7.00 payments, one for each working trip.

Q2. Are employees hired subsequent to November 1, 1985 entitled to the special additive?

A2. Yes.

Q3. Is the special additive subject to future applicable wage increases and COLA adjustments?

A3. Yes.

ARTICLE 10
PASSENGER SERVICE

Not reproduced here.

ARTICLE 11

MINIMUM DAY AND OVERTIME

- (a) In all road service, except local, work train and road switcher service, 130 miles or less, eight hours or less (straightaway or turnaround), shall constitute a day's work. Miles in excess of miles required for a minimum day will be paid for at the mileage rates provided.
- (b) On runs of 130 miles or less overtime will begin at the expiration of 8 hours; on runs of over 130 miles overtime will begin when the time on duty exceeds the miles run divided by 16.25. Overtime shall be paid for on the minute basis, at a rate per hour of three-sixteenths of the daily rate.

ARTICLE 12

REGULAR ASSIGNED SERVICE

- (a) All runs to which crews are regularly assigned, exclusive of chain gang and unassigned service, shall be classed as regular or preferred runs.
- (b) There will be no reduction in the pay of crews assigned to regular or preferred runs if for any reason their runs are annulled. (This Section (b) does not apply to passenger service and chain gang service.)

PAY FOR EXTRA TRIPS

- (c) Conductors making extra trips in addition to regular assigned runs will be paid extra therefore at the regular rate for the class of service except that they will be allowed the regular freight rate for handling passenger trains or passenger equipment unless making the round trip in place of regular assigned passenger conductor.

ARTICLE 13

LOCAL AND MIXED FREIGHT SERVICE

- (a) The working days of a calendar month will constitute a month's work.
- (b) Road employees performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip.
- (c) Employees required to take charge of and handle mail or baggage will receive \$96.39 per month in addition to regular pay, as compensation for performing services of baggagemen.
- (d) Local freight runs, switch runs or tramp runs in effect for two weeks will be considered regular and will be bulletined for seniority choice of employees, and in event it is anticipated at the time run is put on, or prior thereto, that a run of this sort will be required for two weeks or more, such run will be bulletined in advance or at time necessity for maintaining run for not less than two weeks is apparent.

ARTICLE 14

WORK TRAIN SERVICE

- (a) The working days per calendar month will constitute a month's work in assigned work train service.
- (b) Work train service known to be for five (5) days or more shall be bulletined for seniority choice and assigned to the senior applicants making application in accordance with Article 44.

CONDUCTORS

- (c) (1) Work train service, including work train pilot service, for less than five (5) consecutive days for Conductors shall be considered as temporary work train service and shall be protected by the senior promoted available Conductor working as a Trainman desiring to protect the service, with the junior available Conductor working as a Trainman out of the governing home terminal being required to protect the service. The Conductor protecting the temporary work train service will remain on same until tied up at the governing home terminal in which event he will be marked up on his regular assignment. Where a Conductors' extra board is maintained the first out extra Conductor on such extra board will be required to protect the service until relieved at the home terminal in which event he will be marked up in his turn on such extra board.

TRAINMEN

- (2) Work train service for less than five (5) consecutive days for Trainmen shall be considered as temporary work train service and shall be protected by extra Trainmen. Extra Trainmen protecting temporary work train service will remain on same until tied up where the governing extra board is maintained in which event they will be marked up in their turn on such extra board.

REGULAR AND EXTRA CREWS PROTECTING WORK TRAINS

- (d) Regular work trains under post will be protected by extra crews during the posting period. Extra employees protecting regular work trains will remain on same until regular assigned employees report for duty or relieved under the seven (7) day rule (Article 53), unless tied up where the governing extra board is maintained, in which event they will be marked up in their turn on the extra board or regular assignment as the case may be.
- (e) Unless notified by proper authority prior to release from duty on Saturday that they will be needed on Sunday, regular assigned crews on work trains will not be required to remain at the tie-up point during layover on Sunday. If held at tie-up point during layover on Sunday, they will be allowed pay for a minimum day.
- (f) Crews in work train service will not be tied up where suitable accommodations for sleeping and eating are not available. Crews tied up at intermediate points where sleeping and eating accommodations are not available will be paid on continuous time basis until arrival at an intermediate point where such accommodations are available or until arrival at the terminal.

- (g) Crews called for work train service will be notified when called, if such fact is known at time of call, whether or not they will be tied up away from home.
- (h) Crews in temporary work train service not immediately run or deadheaded to terminal from intermediate point at completion of work train service will be paid continuous time until run or deadhead trip is started, unless rest is required under the Hours of Service Law.
- (i) At points where yard contract is in effect, road work train crews may be used to perform work train service partially inside and partially outside switching limits. This will not prohibit road work train crews setting out and/or picking up cars on tracks within switching limits in the performance of such work.

NOTE: When only a few cars of material are to be unloaded in switching limits, yard crews will be used instead of through freight or local crews to perform the work. This will not apply, however, to instances where bona fide road work trains are used to perform work both inside and outside of switching limits.

- (j) In calculating miles actually run by train crews in work train service, consideration will be given only to the one-way straightaway mileage from the initial point at which the crew goes on duty, to the most distant point therefrom, and from the latter point backward or forward to the tie-up point; any additional moves, back and forth, within the above described limits not to be counted in the computation of mileage allowances, and regardless of whether the crew is or is not on road overtime.

EXAMPLE: Crew goes on duty at point "A" runs to point "B" - distance 70 miles.

Works back to point "C" - 20 miles.

Works point "C" back to point "B" - 20 miles.

Runs from point "B" to tie-up point - distance 20 miles.

The move from point "B" back to "C", 20 miles, and the move from point "C" to "B", 20 miles, will not be counted, there being taken into consideration only the miles run from point "A" to point "B", 70 miles and the miles from point "B" to the tie-up point, 20 miles; total miles run 90.

Crew is on duty 9 hours - allowed overtime after 8'00".

Crew is on duty 8 hours - allowed 100 miles.

Crew goes on duty at point "A" works north to point "B" - distance 30 miles.

Works south back through point "A" to point "C", distance from "A" to "C" - 40 miles.

Runs "C" back to "A" and ties up - distance 40 miles.

Under the above example the mileage allowance would be:

30 miles - "A" to "B"

No miles - "B" to "A"

40 Miles - "A" to "C"

40 miles - "C" back to "A", the tie-up point.

Not taking into consideration the backward movement of 30 miles from "B" to "A".

In this case the miles actually run would be 110 with road overtime computed accordingly.

The above will not apply to crews on local or through freight trains who may perform a small amount of work train service during the course of their road trip.

- (k) A chain gang crew may be used in emergency to protect temporary work train service when no extra crew is available, but will be relieved at first opportunity with an extra crew. An emergency referred to herein is an unforeseen occurrence such as a storm, wash out, wreck or bridge burned.

**CHAIN GANG CREW USED IN TEMPORARY
WORK TRAIN SERVICE**

- (l) (1) Chain gang crews in temporary work train service may be run through terminals on the seniority district governed by their home terminal when performing the same class of service.
- (2) With the exception of work at serious wrecks, wash-outs or other similar disasters, chain gang crews when released between terminals in temporary work train service will be run or deadheaded with their caboose into their home terminal or into the away-from-home terminal upon completion of the second day's work train service. In other words, such crews will not be used out of either the home terminal or the away-from-home terminal for more than two days in temporary work train service, without being run or deadheaded with their caboose back into one of the terminals. Further, a chain gang crew after having been used in temporary work train service for two days out of away-from-home terminal will not again be used in work train service out of that terminal if other chain gang crews are available. (See Article 14(k)).
- (m) **MEMORANDUM OF AGREEMENT** between the Atchison, Topeka and Santa Fe Railway Company and its employees represented by the Brotherhood of Locomotive Engineers and the United Transportation Union, Conductor's, Trainmen's and Enginemen's Committees, providing for the manning and operation of Track Geometry Test Car Equipment, when handled in a special train separate and apart from assigned or unassigned freight or passenger service.
- (1) The Special Train will not exceed 5 cars consisting of test equipment and business cars, and when necessary to utilize steam generator equipment, it will be given a count as one of the 5 cars. Crew will not be required to switch or handle other cars. Caboose will not be used in operation of this Special Train.
- (2) The crew of a Special Train will consist of not less than an engineer, conductor and one brakeman.
- (3) Where yard contracts are in effect this service will be limited to the main line and TCS auxiliary tracks.
- (4) The Special Train will be in work train service, whether or not any testing is performed during a tour of duty, and rates of pay for that class of service will apply. Crews will be compensated for actual miles run or hours on duty, whichever is the greater with a minimum of 100 miles. (The intent of the preceding sentence is to reflect an understanding that Northern and Southern Division crews will be compensated on the same basis as under rules in effect on the Eastern, Western and Coast Lines.) All schedule rules governing the operation in temporary or regular work train service will apply except as specifically excepted herein.

NOTE: Temporary service and service which is under bulletin, will be protected from the

extra board. If extra board exhausted or is non-existent, the service will be protected from the source of supply which provides extra employee(s) for the specific territory.

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

- (5) This Agreement will not serve to establish any precedent.
- (6) This Agreement will become effective August 15, 1973, and shall remain in full force and effect subject to 60 days advance written notice from any party, of its desire to modify, amend or cancel same.

ARTICLE 15

PILOT SERVICE

- (a) Where a conductor's extra board is established, pilot service will be protected from such extra board. Where no conductors' extra board is established, the senior available extra conductor, meaning a conductor not regularly assigned as such, will be used as a pilot on light engines and on foreign trains, either freight or passenger, operated over territory governed by his home terminal in the service for which called and will be paid the conductor's rate applicable.
- (b) One conductor pilot may be used on two or more light engines coupled.
- (c) When trainmen are used as pilots, conductor's rates and rules for that class of service will govern. Conductors will be used as pilots when available.

PILOTING SELF-PROPELLED MACHINES

- (d) Section 1. The following shall govern the manning of self-propelled vehicles or machines by train service employees (conductors and brakemen) used in the maintenance, repair, construction or inspection work:

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

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

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

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

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

- (B) Yard Service: *(Not applicable)*

Section 2. *(Not applicable)*

Section 3. Except under the conditions herein specifically prescribed, operating employees need not be used on self-propelled vehicles or machines. It should be noted in addition that this Agreement does not alter any existing rules or practices except as specifically stated herein.

Section 4. Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said

Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

Section 5. Nothing contained in this Article shall be construed to require the employment of engine and train service employees where not now required.

(Article III of National Agreement of June 25, 1964)

ARTICLE 16

ROAD SWITCHER SERVICE

- (a) Road switcher assignments may be established on a turnaround basis within a radius not exceeding twenty-five (25) miles from the terminal of the assignment, measured in actual main track rail miles, on either main or branch line in any direction from the on-duty or tie-up point.
- (b) Spur tracks, not in excess of two miles in length, the connections to which are within the specified limits of the road switcher assignment will be a part of the assignment. For the purpose of this Article 16, spur tracks in excess of two miles in length will be considered as branch line tracks in determining limits specified in Section (a).
- (c) Carriers with road switcher (or similar operations), mine run or roustabout agreements in effect prior to the date of this Agreement that do not have the right to reduce six or seven-day assignments to not less than five, or to establish new assignments to work five days per week, shall have that right.
- (d) The work days of five-day assignments reduced or established pursuant to Section (c) of this Article shall be consecutive. The five-day yard rate shall apply to new assignments established pursuant to Section (a) of this Article. Assignments reduced pursuant to Section (c) shall be compensated in accordance with the provisions of Section (e).
- (e) If the working days of an existing assignment as described in Section (c) are reduced under this Article, an allowance of 48 minutes at the existing straight time rate of that assignment in addition to the rate of pay for that assignment will be provided. Such allowance will continue for a period of three years from the date such assignment was first reduced. However, such allowance will not be made to employees who establish seniority in train or engine service after the date of this agreement. Upon expiration of the three year period described above, the five day yard rate will apply to any assignment reduced to working less than six or seven days a week pursuant to this Article.
- (f) The annulment or abolishment and subsequent reestablishment of an assignment to which the allowance provided for above applies shall not serve to make the allowance inapplicable to the assignment upon its restoration.
- (g) Road switcher assignments hereunder are limited to switchers that perform the greater part of their tour of duty in the performance of switching service.

NOTE 1: The term "road switcher" as used herein does not include pusher, helper, mine run, belt line, transfer, work, wreck, construction, local or mixed service.

(PLB 1431 Award 7: The provision just quoted does not prevent Carrier from using a road switcher assignment to perform incidental work train service to the limited extent in question here. Paragraph (g) merely requires that a road switcher assignment devote "the greater part" of the tour of duty to switching service and the note to that provision makes it clear that in determining what portion of the tour is spent in road switching, such items as "pusher, helper, mine run, belt line, transfer, work, wreck, construction, local or mixed service" will not be included.)

NOTE 2: This Agreement does not prohibit turnaround assignments in road switcher service not provided for herein, arrived at by mutual agreement between the Carrier and the Organization representative.

- (h) (1) Crews regularly assigned in road switcher service may be run in, out of, and through their regularly assigned terminals and/or district chain gang terminals without regard for First-in, First-out Rule and/or rules defining completion of trips, this also to apply to road switchers while under advertisement. The first sentence of Section (h) does not permit assigning road switchers to operate through a chain gang home terminal unless agreed to, as provided for in Note (2) of Section (g). Time to be computed continuously from time required to report for duty until released from duty at the tie-up point, except when tied up under Article 41 of the Agreement.

Switcher assignments called ahead of assigned on-duty time will be allowed 100 miles at the switcher rate but may be called later if notified as prescribed below. The payment of continuous time applies regardless of the nature, number, or direction of the moves made during the tour of duty.

- (2) Road switcher crews brought on duty subsequent to starting time as specified in the bulletined assignment, will be paid from starting time as specified in bulletined assignments, unless notified at least one hour, thirty minutes in advance of the starting time, as specified by bulletin assignment that their services will not be required until a specified time, or until called. If so notified and placed on duty more than two hours (within same calendar day) after their starting time as specified in bulletin, their pay will start two hours after bulletined starting time.

NOTE 1: The above paragraph will have no application where Hours of Service Law prevents earlier on-duty time than that for which the conductor-trainmen are called.

NOTE 2: This will not preclude Carrier placing conductors/trainmen on duty as much as three hours (within the same calendar day) after the time specified in the bulletin assignment when it is necessary to hold for a connection having livestock for their assignment, or when an emergency, such as storm, washout, wreck or bridge burned, all within the limits of the crew's assignment, makes it impractical to call the crew for its regular starting time as specified in the bulletin assignment. In such instances pay will start at the time crew is placed on duty, but not later than three hours after the time specified in the bulletin assignment.

- (i) Crews will be paid miles actually run, with a minimum of 100 miles, and overtime will begin at the expiration of 8 hours; if mileage run exceeds 100, overtime will begin when the time on duty exceeds the miles run divided by 12 1/2. Overtime shall be paid for on the minute basis at a rate per hour of 3/16ths of the daily rate. Crews required to go beyond limits of assignment will be allowed for each such move a minimum of 100 miles at the rate for the class of service performed. Time so consumed will be excluded in computing overtime worked on the regular assignment.
- (j) Assignment of employees to road switcher service will be made by bulletining vacancies and new runs. Bulletins shall specify on-duty and tie-up point, limits of assignment, starting time and days of the week assignment will work. Service performed by employees will be subject to the terms

of this Article 16 only when assigned as a road switcher, or the service is under advertisement as such.

- (k) Employees in road switcher service will be paid the applicable road switcher rate and car scale rate per Article 1, Rates of Pay.
- (l) Crews in irregular or assigned freight service and in local freight service performing one hour, thirty minutes (1'30") or more station switching as defined by the Local Freight Conversion Rule within the limits of a road switcher assignment will convert to the road switcher rate of pay. This not to affect application of the Local Freight Conversion Rule when the road switcher rate is not paid.
- (m) Crews in road switcher service will not be tied up where suitable accommodations for sleeping and eating are not available.
- (n) Switching at initial and final terminals, Article 29, does not apply to crews assigned to road switcher service.
- (o) Road switcher crews required to perform in excess of four hours work train service during any tour of duty will be allowed 100 miles in addition to all other earnings for the day or trip.
- (p) Road switcher crews will not be required to relieve a crew account of the hours of service.

ROAD SWITCHER SERVICE - CALDWELL, TEXAS

IT IS AGREED THAT:

- (1) The road switcher assignment may be established at Caldwell, Texas, in accordance with Article 16(d), NOTE 2, of the current Agreement, to serve the entire territory from Cameron to Brenham, or any portion thereof, as the service is required. The distance from Caldwell to Cameron is 30.2 miles and the distance from Caldwell to Brenham is 31.8 miles, thereby exceeding 25 miles in each direction.
- (2) The provisions of the Paid Holiday Agreement for Road Service Employees will be applicable to conductors and trainmen protecting this road switcher assignment, provided they qualify under the Holiday Pay Agreement rules, even though they may operate in excess of 100 miles during tour of duty. It is understood this is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.
- (3) This agreement, signed at Amarillo, Texas, this 25th day of October, 1976, will become effective November 1, 1976, and will remain in effect whenever the road switcher is assigned at Caldwell, or until changed in accordance with the Railway Labor Act, as amended.

ROAD SWITCHER SERVICE - ARDMORE, OKLAHOMA

IT IS AGREED THAT:

- (1) The road switcher assignment established at Ardmore, Oklahoma may serve the entire Ringling District or any portion thereof, as the service is required.

- (2) Trainmen protecting this road switcher assignment will be allowed a basic day at pro rata as holiday pay, provided they qualify under the Holiday Pay Agreement rules, even though they may operate in excess of 100 miles during tour of duty. It is understood this is only applicable to the road switcher assignment at Ardmore, Oklahoma, and is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.

ROAD SWITCHER SERVICE – AVONDALE LA.

IT IS AGREED:

- (1) Road switcher assignment(s) may be established at Avondale, Louisiana in accordance with Article 16(d), NOTE 2, of the current Agreement, to serve the territory from Avondale to Raceland on the Avondale Subdivision, or any portion thereof, as the service is required. The distance from Avondale to Raceland is 30 miles, thereby exceeding the 25 mile limit in each direction.
- (2) The provisions of the Paid Holiday Agreement for Road Service Employees will be applicable to trainmen protecting this road switcher assignment, provided they qualify under the Holiday Pay Agreement rules, even though they may operate in excess of 100 miles during the tour of duty. It is understood this is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.
- (3) This agreement, signed at Lafayette, Louisiana this 6th day of March, 1998, will become effective on March 30, 1998, and will remain in effect whenever the road switcher is assigned at Avondale, or until changed in accordance with the Railway Labor Act, as amended. This agreement may be canceled upon ten days written notice by either party.

ROAD SWITCHER SERVICE – SCHRIEVER LA.

IT IS AGREED:

- (1) Road switcher assignment(s) may be established at Schriever, Louisiana in accordance with Article 16(d), NOTE 2, of the current Agreement, to serve the territory from Schriever to Berwick and from Schriever to Avondale on the Avondale Subdivision, or any portion thereof, as the service is required. The distance from Schriever to Berwick is 28 miles and from Schriever to Avondale is 43 miles, thereby exceeding the 25 mile limit in each direction.
- (2) The provisions of the Paid Holiday Agreement for Road Service Employees will be applicable to trainmen protecting this road switcher assignment, provided they qualify under the Holiday Pay Agreement rules, even though they may operate in excess of 100 miles during the tour of duty. It is understood this is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.

- (3) This agreement, signed at Lafayette, Louisiana this 6th day of March, 1998, will become effective on March 30, 1998, and will remain in effect whenever the road switcher is assigned at Schriever, or until changed in accordance with the Railway Labor Act, as amended. This agreement may be canceled upon ten days written notice by either party.

ROAD SWITCHER SERVICE - LAFAYETTE, LA.

IT IS AGREED:

- (1) Road switcher assignment(s) may be established at Lafayette, Louisiana in accordance with Article 16(d), NOTE 2, of the current Agreement, to serve the territory from Lafayette to Midland on the Avondale Subdivision, or any portion thereof as the service is required. The distance from Lafayette to Midland is 29 miles, thereby exceeding the 25 mile limit.
- (2) The provisions of the Paid Holiday Agreement for Road Service Employees will be applicable to trainmen protecting this road switcher assignment, provided they qualify under the Holiday Pay Agreement rules, even though they may operate in excess of 100 miles during the tour of duty. It is understood this is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.
- (3) This agreement, signed at Lafayette, Louisiana this 6th day of March, 1998, will become effective on March 30, 1998, and will remain in effect whenever the road switcher is assigned at Lafayette, or until changed in accordance with the Railway Labor Act, as amended. This agreement may be canceled upon ten days written notice by either party.

**ROAD SWITCHER SERVICE - LAFAYETTE TO
LAKE CHARLES, LA.**

IT IS AGREED:

- (1) Road switcher assignment(s) may be established at Lafayette, Louisiana in accordance with Article 16(d), NOTE 2, of the current Agreement, to serve the territory from Lafayette to Lake Charles on the Avondale Subdivision, or any portion thereof, as the service is required. The distance from Lafayette to Lake Charles is 72 miles, thereby exceeding the 25-mile limit.
- (2) It is understood that pay for this assignment will be assigned miles with overtime being paid after eight (8) hours even though they may operate in excess of 100 miles during the tour of duty. It is understood this is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.
- (3) This agreement, signed at Houston, Texas this 31st day of August, 1998, will become effective on September 1, 1998 and will remain in effect whenever the road switcher is assigned at Lafayette, or until changed in accordance with the Railway Labor Act, as amended. This agreement may be canceled upon ten days written notice by either party.

ARTICLE 17

THROUGH AND IRREGULAR FREIGHT SERVICE (CHAIN GANG SERVICE)

RUNNING FIRST-IN-FIRST-OUT

- (a) (1) Chain gang crews in pool freight and unassigned service will be run first in, first out.
- (2) When two or more chain gang crews are called for service in their turn, the crew standing first out will be used on the first train operated in chain gang or extra service departing from the terminal for movement over the district for which the crew was called to perform service. When this results in a crew being taken off of the train for which called and then used on another train, this will not constitute a call and release and no penalty payment or additional compensation is to be allowed because of failure to use the crew on the train for which called. This will apply to service west of Brownwood regardless of destination.
- (3) A chain gang crew called for service over the same district, but not run in proper turn, will be allowed one-third basic day's pay or thirty-three miles, at the rate applicable to the service performed.
- (4) When the service for which called does not operate over the same district, the time of call will govern and no penalty payment or additional compensation will be allowed.
- (5) San Augustine is to be considered as a terminal for chain gang crews and such crews will be paid separately for service on each side thereof.

SHORT TURNAROUNDS

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

HANDLING OF CHAIN GANG CREWS WHEN MORE THAN ONE CREW IS INVOLVED IN DEADHEADING OR CUTTING OUT AT INTERMEDIATE POINTS

- (c) (1) When two chain gang crews are called at a terminal, one to work and one to deadhead, the first-out crew will be called to deadhead and the second-out crew called to work and if it is necessary to cut one crew out en route to be run on another train, the crew deadheading will continue on the first train to depart from the intermediate point and the second-out crew or the working crew will cut out and work on the second train thereby preventing the first-out crew from being run around and will go on the board at the final terminal in the order they arrive.
- (2) When two crews are operated out of an away-from-home terminal, the first-out crew will

deadhead and the second-out crew will work, and if it is known at calling time that one crew will cut out en route and work back to the away-from-home terminal, the second-out crew will cut out and work back to such terminal while the first-out crew will continue on to the home terminal, provided the second-out crew has not made an away-from-home terminal turn, when in such case the first-out crew will be worked back to the away-from-home terminal.

- (3) (A) Chain gang crews will not be required to make more than one turnaround trip in freight service out of the away-from-home terminal without being returned to their home terminal if another chain gang crew is available at the away-from-home terminal with sufficient time to make the turnaround trip; however, if another chain gang crew is not available, such chain gang crew may be used for a second turnaround trip out of the away-from-home terminal, following which it should not again be used in turnaround service out of the away-from-home terminal without being returned to the home terminal.
- (B) In the event chain gang crews are used more than two trips in turnaround service out of the away-from-home terminal without being returned to the home terminal, they will be allowed an additional 100 miles for each trip thereafter at the rate of the last service performed.
- (4) Two crews are called out of the home terminal and it is known at calling time that one crew will cut out at an intermediate point and return to the home terminal; the first-out crew will deadhead and the second-out crew will work and on arrival at the intermediate point the deadhead crew will cut out and work back to the home terminal while the second-out crew will continue on the trip for which called.
- (5) When there is a crew to be deadheaded from an intermediate point to either the away-from-home terminal or the home terminal, the crew first arriving at the intermediate point will be deadheaded and the second-out crew will work and on arrival at the terminal, the deadhead crew will stand first out. If it is known the second-out crew does not have time to work out of the intermediate point, the first-out crew will work and the second-out crew will deadhead and upon arrival at the terminal, the working crew will stand first out.
- (6) Two crews are called, one working and one deadheading and the Hours of Service Law overtakes the working crew, the deadheading crew will take over the train and run to the terminal and in so doing will stand ahead of the crew that deadheaded account of the Hours of Service Law; or in other words, they will stand on the board in the manner in which they stood at the originating terminal or intermediate point, as the case may be.
- (7) Two crews are called at the away-from-home terminal, the first-out crew will be called to deadhead and the second-out crew called to work. If the second-out crew has had prior service and does not have time to reach the other terminal, the same handling will be given as in Section (2); or, if it is known at calling time that the second-out crew will not have time to work to the other terminal, the first-out crew will be called to work and will go on the board as they stood when called.

NOTE: Crews handled under Sections (c) (1), (2), (4), (5), (6) and (7) of this Article 17 will be paid as though no change had been made at the highest rate applicable to the service performed.

CHAIN GANG CREW USED IN TEMPORARY WORK TRAIN SERVICE

- (d) (1) Chain gang crews in temporary work train service may be run through terminals on the seniority district governed by their home terminal when performing the same class of service.
- (2) With the exception of work at serious wrecks, wash-outs or other similar disasters, chain gang crews when released between terminals in temporary work train service will be run or deadheaded with their caboose into their home terminal or into the away-from-home terminal upon completion of the second day's work train service. In other words, such crews will not be used out of either the home terminal or the away-from-home terminal for more than two days in temporary work train service, without being run or deadheaded with their caboose back into one of the terminals. Further, a chain gang crew after having been used in temporary work train service for two days out of away-from-home terminal will not again be used in work train service out of that terminal if other chain gang crews are available. *(See Article 14(k))*

CHAIN GANG CREWS USED IN PASSENGER SERVICE

- (e) When a passenger train is operated in freight service, the available chain gang crew standing first out will be used to protect such service and will not be permitted to operate beyond the first terminal for chain gang crews if other chain gang crews are available. Chain gang crews so used will be paid the applicable freight rate.

MILEAGE REGULATION FOR CHAIN GANG CREWS

- (f) (1) To provide an average of between 1200 and 1400 miles each ten (10) days, crews in chain gang (unassigned) freight service will be regulated by the local chairman and trainmaster, or their representatives, at 10:00 AM, on the 1st, 11th and 21st of each month, which are the only dates crews will be added to or reduced from the pool, except, in the absence of an available chain gang crew at the home terminal, an emergency or made-up crew may be used to protect the service. This emergency or made-up crew, upon arrival back at the home terminal, will be released and take their appropriate standing in accordance with governing rules and practices. Crews added to the pool will take their turn behind other crews then on the board.
- (2) When the average exceeds 1400 miles in a checking period, an additional crew or crews will be added, to bring the calculated average between 1200 and 1400 miles. When the average is less than 1200 miles in a checking period, a crew or crews will be reduced to bring the calculated average to a minimum of 1200 miles. It is understood neither the maximum of 1400 miles nor the minimum of 1200 miles will constitute a guarantee for pay purposes. Crews are to be assigned in accordance with this provision provided sufficient extra employees are available, including employees off in force reduction, but will not require the addition of crews to the pool, regardless of the mileage within the last checking period, if such addition would create a hardship on the extra board.

NOTE: It was agreed that should temporary shortages occur, mileage regulation of pools would be increased on a temporary basis, but not to exceed 60 days.

- (3) Each ten (10) days will be considered as a checking period, except in a 31-day month, during the month of February, and during a disruption of service, as result of a strike, annulment or abolishment of trains or emergency, as defined in Exception to Article 33(a) of the Conductor's and Trainmen's Agreement. The 31st day of any month will be omitted from the mileage count, the on-duty time to govern the day to which the mileage is chargeable in all instances. The last checking period in February and periods involving disruption of service will be calculated on the basis of a minimum of 120 miles and a maximum of 140 miles for each day.
- (4) All mileage made by chain gang (conductors and trainmen), including mileage made by cut-in crews, will be calculated in determining the average mileage. Mileage resulting from arbitrary allowances including but not restricted to held-away-from-home-terminal, initial and final terminal delay, initial and final terminal switching, etc. is not to be counted in determining the average mileage.
- (5) In reducing conductors' turns assigned in pool or chain gang service, due to mileage regulation, the reduction will be made by cutting off the last conductor's turn(s) which was assigned to such pool or chain gang service.

RUN AROUND EN ROUTE

- (g) (1) Chain gang crews shall not be run around en route between terminals except in cases where the trains would be delayed an unreasonable time.

NOTE: The runaround en route rule will apply to crews operating in interdivisional service between the crews in the same pool and from the same home terminal.

- (2) When circumstances justify allowing one crew to run around another crew between terminals, such crew will take its turn in the order in which it departed the initial terminal. In the event the crew so run around does not have sufficient time to work under the Hours of Service Law, or the running around crew(s) has already departed from the distant terminal, such crew will be run in accordance with arrival, from the distant terminal, and regain its original position upon its arrival at the home terminal. Crews running around other crews or crews which are run around, shall, upon arrival at the objective terminal, place notation upon the register and notify crew clerk in writing the crews they have run around or who have run around them so that crew clerk may determine the order in which they are to be called. When crews are given their turn in accordance with information furnished, the Carrier will not be penalized.
- (3) When a chain gang crew is run around en route and is unable to secure proper turn at the away-from-home terminal, such crew will be given its proper turn at the home terminal in accordance with the above referred to rules. In the event such crew, after securing proper turn at the home terminal, is not able to protect service in their turn due to prior service under the Hours of Service Law, the run around en route rule will no longer be applicable to such crew and the Carrier will not be penalized as result of such handling.

EXAMPLE: After a chain gang crew has been given its proper turn at the home terminal, after being run around en route, the run around en route rule will be considered as having been fulfilled in connection with that particular run around en route.

- (4) When train crews or employees are called to deadhead on a particular train (freight or passenger), bus or automobile, the arrival of such train, bus or automobile at the terminal will determine the first-in, first-out status of such crew or employee, provided they report their availability for service upon arrival.

ARTICLE 18

INTERDIVISIONAL SERVICE

NOTE: As used in this Agreement, the term interdivisional service includes interdivisional, interseniority district, intradivisional and/or intraseniority district service.

An individual carrier may establish interdivisional service, in freight or passenger service, subject to the following procedure.

(a) 1: Notice

An individual carrier seeking to establish interdivisional service shall give at least twenty days written notice to the organization of its desire to establish service, specify the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

2: Conditions

Reasonable and practical conditions shall govern the establishment of the runs described, including but not 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 in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

District miles will be allowed. The overmile rate for conductors protecting service under this Article II will be at the basic mileage rate in effect June 30, 1988.

NOTE: For example, the run from Temple to Houston presently pays \$.9671 per mile for overmiles. Under this provision, the overmile rate for conductor-only would be \$.9925 per mile.

- (C) When a 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 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 crews will be allowed a \$4.15 meal allowance after 4 hours at the away-from-home terminal and another \$4.15 allowance after being held an additional 8 hours.

- (E) In order to expedite the movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$1.50 for the trip.
- (F) The foregoing provisions (a) through (e) do not preclude the parties from negotiating on other terms and conditions of work.

3: Procedure

Upon the serving of a notice under Section 1, the parties will discuss the details of operation and working conditions of the proposed runs during a period of 20 days following the date of the notice. If they are unable to agree, at the end of the 20-day period, with respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended, such run or runs will be operated on a trial basis until completion of the procedures referred to in Section 4. This trial basis operation will not be applicable to runs which operate through home terminals.

4: Arbitration

- (A) In the event the carrier and the organization cannot agree on the matters provided for in Section 1 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 30 days after arbitration is requested by the carrier. The arbitration board shall be governed by the general and specific guidelines set forth in Section 2 above.
- (B) 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 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 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 the organization party to said arbitration.

5: Existing Interdivisional Service

Interdivisional service in effect on the date of this Agreement is not affected by this Article.

6: Construction of Article

The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional service where restrictions did not exist prior to the date of this Agreement.

(b) Protection

The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the application of this Article.

This Article Shall become effective November 1, 1985 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date. Article XII of the January 27, 1972 Agreement shall not apply on any carrier on which this Article becomes effective.

The scope and purpose of this Section (b) are to provide, to the extent specified herein, for fair and equitable arrangements to protect the interests of certain of the carriers' employees represented by the United Transportation Union who are adversely affected by the application of Article 30(d) - Interchange, Article 30(b) - Road-Yard Movements, and Article 18(a) - Interdivisional Service; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this Article.

1: Definitions

Whenever used in this Section (b), unless the context requires otherwise:

- (A) "Implementation" means the application and implementation of the provisions of Article 30(d) - Interchange, Article 30(b) - Road-Yard Movements, or Article 18(a) - Interdivisional Service of this Agreement.
- (B) "Displaced Employee" means a carrier employee represented by the UTU who as a result of an Implementation is placed in a worse position with respect to his compensation.
- (C) "Dismissed Employee" means a carrier employee represented by the UTU who as a result of an Implementation is deprived of employment with the carrier because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of an Implementation.
- (D) "Protective Period" for employees covered by Section (b) 2(A) of this Article means that period of time during which a Displaced or Dismissed Employee is to be provided protection hereunder. The Protective Period for such employee shall extend from the date he is displaced or dismissed for a period of time equal to the length of time which such employee has seniority in the craft or class at the time he is adversely affected. In no event, however, will the Protective Period extend beyond the employee's 65th birthday. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern. In the event such a Displaced Employee elects to remain in the carrier's service after the first day of the month following the month he attains age 65, he will no longer receive any of the protective benefits of this Article 18(b) and the carrier may terminate on the same seniority district the protective benefits then being provided the junior Dismissed or Displaced Employee receiving protection under this Article on such seniority district on a one-for-one basis.

- (E) "Protective Period" for employees covered by Section (b) 2(A) of this Article means the six-year period of time from the date such employee is dismissed but not to exceed the length of time which such employee has seniority in the craft or class at the time he is dismissed. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern.

2: Coverage

- (A) Subject to the other provisions of this Section, the protective benefits of Sections 3, 4, 5 and 6 of this Article 18(b) apply to:
- (1) Employees adversely affected directly or indirectly by an implementation of Article 18(a) - Interdivisional Service.
 - (2) Regularly assigned employees assigned to yard crews that regularly spend more than 50 percent of their time in interchange work who are adversely affected as a result of an Implementation of the reciprocal interchange provisions of Section 5 of Article 30(d) - Interchange. (Such employees will be determined by a joint check based upon the work performance of the involved yard crews for the 30 working days prior to the Implementation.)
 - (3) Regularly assigned employees assigned to interchange or transfer crews adversely affected by the interchange of solid trains provision under Section 1 of Article 30(d) - Interchange.
 - (4) Employees of Terminal Companies adversely affected either directly or indirectly by the interchange of solid trains provision under Section 1 of Article 30(d) - Interchange.
- (B) Subject to the other provisions of this Article, the protective benefits provided in Sections 4 and 5 of this Article 18(b) will be accorded to any employee of the carrier adversely affected by Article 30(d) - Interchange, other than those covered by subparagraphs (2) and (3) of Section 2(A) of this Article 18(b), or Article 30(b) - Road-Yard Movements.
- (C) The protective provisions of this Section as applied to Terminal Company employees will include, in addition to the above, the exercise of seniority and acceptance of employment on the involved line-haul carriers, engine service employees being required to accept engine service employment and ground service employees being required to accept ground service employment. The involved line-haul carriers will make appropriate arrangements in connection with subparagraph (A)(4) of this Section and the foregoing.

3: Displacement Allowance

- (A) So long during his Protective Period after a Displaced Employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which

he was displaced, he shall be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

- (B) Each Displaced Employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed service immediately preceding the date of his displacement as a result of the Implementation (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above "total compensation" and the "total time for which he was paid" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Displaced Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months to which he performed service.
- (C) If a Displaced Employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.
- (D) If a Displaced Employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the Schedule Agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.
- (E) The displacement allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement or dismissal for justifiable cause.

4: Dismissal Allowances

- (A) A Dismissed Employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing through his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which would

have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Dismissed Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months to which he performed service.

- (B) The dismissal allowance of any Dismissed Employee who returns to service with the carrier shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 3.
- (C) The dismissal allowance of any Dismissed Employee shall be reduced to the extent that his combined monthly earnings in other employment, any benefits received under any employment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the carrier shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employee in employment other than with the carrier, and the benefits received.
- (D) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the carrier from which he was dismissed after being notified.

5: Separation Allowance

A Dismissed Employee entitled to protection under this Article, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this Article) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1936.

6: Fringe Benefits

No employee of a carrier who is affected by an Implementation shall be deprived during his Protective Period of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

7: Seasonal Fluctuations and Declines in Business

- (A) In the event of a decline in a carrier's business measured by the net revenue ton-miles in any 30-day period compared with the net revenue ton-miles for the

corresponding period in the preceding calendar year, the number of employees who are receiving dismissal or displacement allowances may be reduced at any time during the said payroll period to the extent of one percent for each one percent decline. Such reductions in protected employees shall be made in inverse seniority order. Upon restoration of a carrier's volume of net revenue ton-miles employees must be returned to their protective status to the extent of one percent for each one percent rise in net revenue ton-miles. In the case of Terminal Companies, the decline in business shall be measured by the total number of loaded and empty cars received from and delivered to connecting carriers, including the number of loaded and empty cars handled in solid interchange trains, in any 30-day period compared with the volume of such interchange in the corresponding period in the preceding calendar year.

- (B) In the event that an employee receiving a displacement allowance is subsequently placed in a worse position by reason of a seasonal fluctuation or a decline in business, so long as he continues in such position for that reason the amount paid him as his displacement allowance shall continue unchanged.
- (C) In the event that a Displaced Employee is deprived of employment with the carrier as the result of a seasonal fluctuation or a decline in business, his dismissal allowance shall be the amount which was being paid him as his displacement allowance. An employee other than a Displaced Employee who is deprived of employment as the result of a seasonal fluctuation or a decline in business shall not be paid any protective benefits under this Article 18(b).

8: Arbitration of Disputes

- (A) In the event the carrier and the UTU are unable to settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this Article 18(b) within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the UTU or the highest officer designated by the carrier, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree upon a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.
- (B) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

- (C) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.
 - (D) In the event of any dispute as to whether or not a particular employee was adversely affected by an Implementation, it shall be his obligation to identify the adverse effect and specify the pertinent facts relied upon. If the facts so stated are sufficient to support a finding that the employee was so adversely affected by an Implementation, it shall then be the Railroad's burden to disprove those facts or prove that other factors affected the employee.
- 9: Any displaced Employee required to change his residence because of the Implementation of Article 18(a) - Interdivisional Service shall receive the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement except that he will be allowed 5 working days instead of "Two working days" as provided in Section 10 of said Agreement, and in addition to such benefits shall receive a transfer allowance of \$400.00. The National Mediation Board is substituted for the Interstate Commerce Commission in Section 11(d) of said Agreement. Change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.
- 10: If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms, conditions, responsibilities and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article. There shall be no duplication or pyramiding of benefits to any employees.

(Article XIII, National Agreement Of January 27, 1972.)

QUESTION AT ISSUE:
ARTICLE IX - INTERDIVISIONAL SERVICE:

"Does Article IX apply in cases where carriers seek to establish interdivisional service to operate through an existing home terminal?"

FINDINGS:

Article IX, Interdivisional Service, of the October 31, 1985 National Mediation Agreement, permits a carrier to establish interdivisional service through an existing home terminal subject, of course, to procedural conditions as prescribed and the proscription of Section 5 of such Article, i.e.:

"Interdivisional service in effect on the date of this Agreement [October 31, 1985] is not affected by this Article [IX]."

In making this determination we think it especially significant that Section 3, Procedure, of Article IX of the October 31, 1985 National Mediation Agreement includes references to operation of interdivisional service through home terminals. Section 3 reads in its entirety as follows:

"Upon the serving of a notice under Section 1, the parties will discuss the details of operation and working conditions of the proposed runs during a period of 20 days following the date of the notice. If they are unable to agree, at the end of the 20-day period, with respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended, such run or runs will be operated on a trial basis until completion of the procedures

referred to in Section 4. This trial basis will not be applicable to runs which operate through home terminals." (Underscoring Added)

The conditions which prevail relative to establishment of interdivisional service through an existing home terminal, in addition to those prescribed in Article IX of the October 31, 1985 National Mediation Agreement, include application of the meaning and intent of paragraph three of Section 2(a) of Article XII, Interdivisional Service, of the National Agreement of January 27, 1972 with respect to whether or not a rule under which such runs are established should contain a provision that special allowances to home owners should be included because of moving to comparable housing in a higher cost real estate area.

In this latter regard, it is recognized that Section 7, Protection, of the October 31, 1985 National Mediation Agreement reads:

"The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the application of this Article [IX]."

At the same time, it is significant that the third paragraph of Section 2(a) of Article XII of the January 27, 1972 National Agreement states as follows:

"In its decision the Task Force shall include among other matters decided the provisions set forth in Article XIII of this [January 27, 1972] Agreement 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, and in addition may give consideration to whether or not such rule should contain a provision that special allowances to home owners should be included because of moving to comparable housing in a higher cost real estate area."

AWARD

The Question at Issue is answered in the affirmative, subject to applicable conditions as set forth in the above Findings.

Richard R. Kasher, Arbitrator
Washington, DC March 20, 1987

Robert E. Peterson, Arbitrator

ARTICLE 19

HELD-AWAY-FROM-HOME TERMINAL DELAY

- (a) Employees in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th of the daily rate paid them for the last service performed. If held sixteen hours after the expiration of the first twenty-four-hour period from the time relieved, they will be paid for the actual time so held during the next succeeding eight hours or until the end of the second twenty-four-hour period, and similarly for each twenty-four-hour period thereafter.
- (b) Should an employee be called for service or ordered to deadhead after pay begins, held-away-from-home-terminal time shall cease at the time pay begins for such service or deadheading.
- (c) Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.
- (d) For the purpose of applying this rule the Railroad will designate a home terminal for each crew in pool freight and in unassigned service.

HELD-AWAY-FROM-HOME TERMINAL IN ID SERVICE

- (a) Cleburne Run-Thru, Brownwood Run-Thru and Somerville Run-Thru:

Crews in interdivisional pool freight service held at their away-from-home-terminal will be paid continuous time for all time held after expiration of sixteen hours from the time relieved from previous duty exclusive of any time resulting from any member of the crew calling for rest, at the rate paid for last service, until called for service or ordered to deadhead, in which case HAFHT time shall cease at the time pay begins for such service, or when deadheading, at the time train departs on its road trip. If transportation other than train is used for deadheading, HAFHT time shall cease at the time of departure of the other mode of transportation.

NOTE: If a crew is called and released, held time will not be broken. However, there will be no duplicate payment for held time and time on duty.

- (b) Houston/Galveston – Temple ID, Temple – San Antonio – Eagle Pass:

Employees in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th of the daily rate paid them for the last service performed. Should an employee be called for service or ordered to deadhead after pay begins, held away from home terminal time shall cease at the time pay begins for such service or deadheading.

ARTICLE 20

BLOCKING TRAINS

- (a) At terminals where train or run begins and where yard engines are assigned and on duty, trains will be blocked by yard engines, in the order in which set-outs are to be made. This will not require cars to be blocked for individual industries. Cars which cannot be placed in proper block because of Bureau of Explosives, ICC or other Government regulations and/or operating safety requirements with respect to public, employees, equipment or lading are excepted.
- (b) If a train is not properly blocked at the terminal as outlined above, the road crew required to switch or set-out car or cars out of order at points where switching limits are in effect, will be paid for actual time consumed on a minute basis at pro rata yard rate with a minimum payment of 25 miles at the yard rate, separate and apart from all other earnings. Only one such payment of 25 miles or the accumulative time will be made during a tour of duty. This payment will not affect the propriety of allowing a similar payment to the subsequent crew required to set out improperly blocked cars from that particular train that was not properly blocked at the last terminal where yard engines are assigned and on duty.
- (c) Road crew will not be required to block cars en route for set-outs beyond their run. If required to do so, at points where switching limits are in effect, the road crew will be paid for actual time consumed on a minute basis at pro rata yard rate with a minimum payment of 25 miles at the yard rate or accumulative time, separate and apart from all other earnings. This payment to be made in addition to any payment allowed under Section (b) of this rule.

NOTE 1: If a car(s) is not blocked in the proper order but is set out with a car(s) in the proper blocking order without making a switch, this penalty will not apply.

NOTE 2: Hanging onto cars at the Carrier's direction would normally be considered blocking cars en route for set-outs beyond their run, except when hanging onto cars in order to make pickups for safety purposes, i.e., using those cars as idlers, which will not be considered as blocking cars per se.

NOTE 3: Picking up cars while hanging onto other cars, which were already in the train ahead of the set out at that point, also would not be considered as blocking cars en route for set-outs beyond the crew's run.

NOTE 4: Hanging onto cars in making a pickup in order to comply with requirements of last sentence of Section (a) of this rule also would not be considered as blocking cars en route for set-outs beyond the crew's run.

NOTE 5: At locations outside of switching limits there shall be no restrictions on holding onto cars in making set-outs or pick-ups, including coupling or shoving cars disturbed in making set-outs and pick-ups.

ARTICLE 21

CONVERSION RULE

- (a) (1) Crews in through or irregular freight service required to pick up and/or set out a car or cars at three or more points, or when the time actually consumed in picking up and/or setting out exceeds one hour and thirty minutes in the aggregate for the entire trip during any one trip or tour of duty, will be paid local freight rates for the entire trip. The following shall not be considered picking up and/or setting out cars for the purpose of this rule:
 - (A) Picking up or setting out cabooses at initial or final terminal.
 - (B) Picking up cars at first point or setting out cars at last point at which cars are picked up or set out respectively, within the initial or final terminal.
 - (C) Setting out defective cars at any point.
 - (D) Doubling hills.
 - (E) Setting out or picking up cars (but not setting out and picking up at the same point) for the purpose of adjusting the tonnage of the train to established engine ratings.
- (2) Except as provided in Item (E) above, picking up and/or setting out cars at one point between the time train is stopped and the entire train is coupled up and ready to start shall constitute picking up and/or setting out cars at one "point" for the purpose of this rule.
- (b) Crews in through or irregular freight service required to do station switching will be paid local rates of pay, for the entire trip. Switching for the purpose of placing at loading or unloading places cars other than cars loaded with livestock or highly perishable freight will be considered "station switching."
- (c) Crews handling through or irregular freight trains if required to stop en route to load and/or unload commercial LCL shipments of any and all descriptions will be paid rates equivalent to local rates of pay.

EXAMPLES OF THE APPLICATION OF SECTIONS (a) AND (b)

- (1) Crew arriving at station, having no cars to pick up or set out is required to take its engine and move and spot cars already at such station; such work shall be considered station switching, except that moving or spotting one car without changing the relative position of cars will not be counted as station switching out as one pick-up or set-out under Section (a).
- (2) Crew has one or more cars to set out, say at the house; in order to set out car or cars at the house, it is necessary to pull one or more cars off the house track and place them on some other track. This is station switching under Section (b), inasmuch as it is necessary to make a switch in order to place the car or cars.

- (3) Crew has one or more cars to set out, say at the house; in order to do so, it is necessary to place same behind cars already on house track. This will be considered station switching under Section (b).
- (4) 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 1'30" 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.
- (5) Crew arrives at a station with one or more cars to set out, say on Track No. 2, finds a car spotted on Track No. 2 which they have instructions to shove back to the lower end of Track No. 2, then pull ahead and spot the car they are to set out at a certain point on Track No. 2; this is done. This is not station switching but is a straight shove which would come under Section (a).
- (6) Crews having one or more cars to set out, say at the house, find several cars on the house track which they are required to shove back, then cut a crossing and pull ahead in order to spot the cars to be set out. This is not station switching but would come under Section (a).
- (7) Crew has one or more cars to pick up; the car to be picked up is behind one or more cars; in order to make the pick-up, it is necessary to make a switch and set the cars that were standing ahead of the car that had to be picked up, or spotted, back where they were placed or put them on another track. This move would be considered station switching under Section (b).
- (8) Crews required to pick up and/or set out cars at, say, Saginaw, and to pick up and/or set out at Birds; this would be counted picking up and setting out at two points, notwithstanding the fact that these points are within the same switching limits, and will come under Section (a).
- (9) Crews required to stop, for example, at 17th Street, Fort Worth, while a yard crew places additional cars in the train; this will be regarded as a pick-up at one point and will come under Section (a); the same is also true when the reverse move is made; that is, when the crew is stopped to make set-out.
- (10) Two or more cars set out on or picked up from different tracks first out, at one point, do not constitute station switching but in the aggregate as pick-up and/or set-out at one point under Section (a).

NOTE: Nothing herein contemplates that road crews may pick up cars at one point within the switching limits and deliver them to another point within such switching limits.

ARTICLE 22

MORE THAN ONE CLASS OF ROAD SERVICE RULE

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

A. Payment:

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

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

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

- (a) An employee 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 - Employee will be paid 100 miles or 8 hours at pro rata rate for the trip plus two hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.
- (b) An employee 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 - Employee 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 employee 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 - Employee 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 employee 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 - Employee 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 employee 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 - Employee 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.

D. Duplicate Time Payments:

- 1. Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, shall not apply to employees whose seniority in train or engine service is established after October 31, 1985.
- 2. Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, not eliminated by this agreement shall not be subject to general, cost-of-living or other forms of wage increases.

E. Road switcher crews required to perform in excess of four hours work train service during any tour of duty will be allowed 100 miles in addition to all other earnings for the day or trip.

ARTICLE 23

CABOOSELESS OPERATIONS

In disposition or Carrier's Notice of November 8, 1982, of its intent to eliminate use of cabooses in all through freight service protected by pool freight (chain gang) crews and Carrier's Notice of September 19, 1983, of its intent to eliminate use of cabooses in all local, road switcher and yard service, pursuant to Article X of the October 15, 1982 UTU National Agreement:

- (1) Cabooses may be eliminated from all trains operated in any class of road service and in yard service.

NOTE: The foregoing does not prevent Carrier from using a caboose if it so desires.

- (2) When a pool or assigned caboose is eliminated, each protected member of the train crew will be allowed six (\$0.06) cents for each road mile actually run or deadheaded in each direction with a minimum of \$6.00, which allowance will be in addition to all other earnings for the trip or tour of duty. This allowance (\$0.06) will not be subject to any future wage increases, including general or cost-of-living adjustments.
- (3) When cabooses are pooled and a pooled caboose is used, each protected member of the train crew will be allowed pool caboose allowance, 5.12 (\$0.0512) cents Eastern-Western Lines, 5.25 (\$0.0525) cents Coast Lines, for each road mile actually run or deadheaded in each direction with a minimum of \$5.12 for Eastern-Western Lines and \$5.25 for Coast Lines, which allowance will be in addition to all other earnings. This pool caboose allowance will not be subject to any future wage increases, including general or cost-of-living adjustments. If, in other than pool freight service, an assigned caboose is used, no pool caboose allowance will be paid to any member of the train crew.

NOTE: This understanding supercedes the provisions of Article 23(k) of the Conductors' and Trainmen's Agreement on the Northern and Southern Divisions; Section 12 of Article 34, Conductors' and Brakemen's Agreement, Eastern and Western Lines, excluding Northern and Southern Divisions; Article 34(d)(6) of the Coast Lines Conductors' and Trainmen's Main Line Agreement and Article 34 (b)(7) of the Coast Lines Conductors' and Trainmen's Fourth District Agreement.

- (4) If yardmen are not furnished a caboose (Eastern-Western Lines) or rider car (Coast Lines), as required by current agreement rules, each protected member of the yard crew will be allowed \$6.00. Only one payment will be allowed for entire tour of duty and this allowance will not be subject to any future wage increases, including general or cost-of-living adjustments.
- (5) A protected employee is one holding seniority as a brakeman-yardman on or before the effective date of this agreement. Non-protected employees will not be entitled to pool caboose allowance or to an allowance for operating without a caboose.
- (6) In the application of this agreement:
 - (a) Train crews operating without a caboose will normally not be required to stand by waiting for cars or trains for extended periods of time when crews cannot be provided

reasonable access to the locomotive or other appropriate shelter during such extended periods of time.

- (b)
 - (1) Train crews operating without a caboose will not, as a result of the elimination of the caboose, be required to ride on the side or rear of cars, except in normal switching or service movements or reverse movements that are not for extended distances.
 - (2) Should a dispute arise in connection with the foregoing, the Carrier will be notified, and the parties will meet promptly to resolve the matter.
- (c) On locomotives handling trains without a caboose, unless specifically directed by the Carrier as to where each ground crew member will ride, the conductor/engine foreman may make such designation.

NOTE: Sections 6(b)(1) and 6(c) are only applicable to yard crews operating without a caboose, when performing service requiring a caboose by current agreements.

- (7) When a train is operated without a caboose, pursuant to this agreement, safe, stationary and comfortable seating will be available to each ground employee working or deadheading, on the locomotive consist, as well as adequate heat when climatic conditions necessitate.

Locomotive units designated for occupancy by train crew members will be cleaned, including toilet facilities, and supplied with necessary equipment, including adequate cooled, fresh drinking water, sanitary drinking cups, waterless soap or acceptable substitute and paper towels, by employees other than members of the train crew. Stationery supplies (forms) will be provided to conductors at the on duty points for their use en route.

In run-through service, a locomotive which meets the basic minimum standards of the home railroad or section of the home railroad may be operated on any part of the home railroad or any other railroad.

The conductor will be furnished a compact folder and/or clipboard for his use in the carrying and completion of the forms. Replacement of these folders (clipboards) will be made by the company without cost to the employee when:

- (a) Worn out, damaged or destroyed in performance of railroad service.
 - (b) Stolen while employee is on duty without neglect on part of employee.
- (8) When a yard crew is performing service requiring a caboose by current agreement, and is operating without a caboose pursuant to this agreement, safe, stationary and comfortable seating will be available to each member of the yard crew on the locomotive consist.
 - (9) All pool cabooses that remain in use must be properly maintained and serviced in accordance with existing pool caboose agreements. Those provisions applicable to individual lockers, locker rooms, and lounge facilities will also be applicable to crews operating without a caboose.
 - (a) Pooled cabooses will be equipped with:
Santa Fe hydraulic shock control unit of sliding sill type Adams & Westlake windows or equipment in cupola

Safety glass windows in cupola and body
 Swivel type foam rubber seats in cupola equipped with safety belts
 Flush type toilet
 Caban oil heaters or equivalent
 Small electric refrigerator
 Electric lights, including marker lights. Two overhead body lights with two-way switches at either end; cupola light, desk, toilet and table light
 Bettendorf swing motion type truck
 Bunks – three Pullman type seat bunks
 Open grill all weather type platform and step facing
 Steel sheath doors with sealed windows and ventilators
 Hand operated windshield wipers on cupola forward windows

- (b) Pooled cabooses will be supplied with necessary equipment and supplies, including stationery, water, sanitary drinking cups, paper towels and fuel.
- (c) Pooled cabooses will be regularly cleaned and supplied by other than conductors or trainmen except that conductors and trainmen will cooperate in maintaining the caboose in a clean condition between terminals, and will furnish at end of their trip prescribed report of any equipment, such as knuckles, air hose, etc., used on their trip, to insure replacement by supply men at regular supply points. The normal supplying of pooled cabooses will be done at designated points to be named later, and requests for supplies at other points will be confined to those of an emergency nature.
- (d) Cabooses will be maintained in a sanitary condition at designated servicing points which will include scrubbing of floors and washing of windows and will be sprayed with insecticide each thirty (30) days or as soon thereafter as they return to designated caboose servicing points. Record of such servicing will be kept in caboose locker.

NOTE: Cabooses will be scrubbed and windows cleaned as needed, but not less often than fifteen (15) day intervals at such designated servicing points.

- (e) Sufficient individual lockers will be provided at terminals for employees who are using pooled cabooses. Sufficient extra lockers will be made available for use of extra employees.
- (10) Conductors will be expected to complete required paperwork en route. It is recognized there may be occasions when volume of work due to conditions of trip will make it necessary to complete reports after arrival at terminal.
 - (11) (a) At points where other appropriate qualified personnel are available, ground crew members will not be required to handle, place, move, attach or take off the end-of-train device from the rear or last car of trains operated without a caboose. However, when other appropriate qualified personnel are not available, ground crew members (road or yard) will be required to place, move, attach, take off or handle to and from designated locations the end-of-train device from rear or last car of their own train or yard movement.

NOTE: The foregoing is only applicable to yard crews when performing service requiring a caboose by current agreement.

- (b) Ground crew members will not be held responsible for malfunctions of the end-of-train device after their train departs from the original terminal of their run provided they have given proper handling of the device prior to departure from their initial terminal.

IT IS AGREED:

1. Notwithstanding the provisions of Article IV, Section 5, of the October 31, 1985 National Agreement with the United Transportation Union (UTU), when a yardman with a ground service seniority date prior to January 1, 1995, is a member of ground service yard crew that handled one or more ETDs/ETMs during a tour of duty, that employee will be paid one hour at the appropriate rate of pay. When a roadman with a ground service seniority date prior to January 1, 1995, is a member of a ground service road crew that handles one or more ETDs/ETMs during a tour of duty at any one or more of the locations listed on Attachment A, he will be paid one hour at the appropriate rate of pay. These payments will be made on a without prejudice basis.
2. For purposes of this agreement, appropriate rate of pay, is the rate of pay that is currently being paid for handling ETDs/ETMs (Code 34).
3. Ground service employees with ground service seniority dates on or after January 1, 1995 are not eligible for this payment.
4. This understanding is unique to the payment for handling ETDs/ETMs on this property and is applicable only to those employees with seniority dates prior to January 1, 1995, and is not intended to revise Article IV, Section 5, of the October 31, 1985 National Agreement.

ATTACHMENT A

Galveston	Dallas
Houston	Yacha Jct.
Mykawa	Brownwood
Bellville	Sweetwater
Temple	San Angelo
Cleburne	Purcell
Somerville	Beaumont
Silsbee	Longview
Gainesville	San Augustine
Ft. Worth	Smithers Lake
Alliance	Eagle Pass
San Antonio	Lafayette
Schriever	Avondale

- (12) In the event the UTU local chairman advises the superintendent of a specific assignment which, in his opinion, should have a caboose for safety or operational reasons, or is of the opinion appropriate qualified personnel are not being used to handle end-of-train device, the superintendent will promptly investigate such conditions and advise the local chairman of his findings.

- (13) The parties to this agreement shall not serve or progress, prior to the attrition of all protected employees, any notice or proposal for changing any provisions of this agreement. This section will not bar the parties from making changes in the provisions by mutual agreement.

Question and Answer No. 1

- Q. What payment (pool caboose allowance or allowance for operating without a caboose) will be made when a train crew is transported or deadheaded to an intermediate point to dog catch or take charge of a train or operate a train to an intermediate point and is then transported or deadheaded to terminal?
- A. The train on which service is actually performed will govern, i.e., if the train has a caboose, the pool caboose allowance will be applicable for the entire trip; or if the train is operated without a caboose, the no caboose allowance will apply.

Question and Answer No. 2

- Q. If the Carrier cleans and supplies the lead unit and the last unit of a locomotive consist for occupancy by train crew members, are those train crew members who would occupy the last unit, due to unavailable seats on the lead unit, prohibited from voluntarily occupying another unit in the consist?
- A. No.

Question and Answer No. 3

- Q. In connection with question 2, is the Carrier required to clean and supply the unit voluntarily occupied.
- A. No.

Question and Answer No. 4

- Q. Will portable radios be available to crews operating without a Caboose?
- A. At least one portable radio will be made available to such crews in the same manner as portable radios are furnished reduced crews; however, the provisions hereof do not supercede Article 16 of the Crew Consist Agreement dated May 19, 1981.

Question and Answer No. 5

- Q. When a train is operated without a caboose, what is expected of those train crew members who are required to ride other than the lead unit of locomotive with respect to maintaining a close lookout?
- A. The location of train crew members on the locomotive consist and their range of vision will be taken into account by the Carrier in connection with their responsibility in maintaining a close lookout ahead and observing their train as required by the rules.

Question and Answer No. 6

- Q. What is expected of train crew members, if it is necessary to get from one end of train to the other, when their train is on a trestle or bridge that is not equipped with a walkway.
- A. The Company will not require its employees to incur risks, and directs them to exercise proper care and judgement to protect themselves.

ARTICLE 24

TEMPLE TO CLEBURNE LOCAL

MEMORANDUM OF AGREEMENT entered into between the Atchison, Topeka and Santa Fe Railway Company and its employees on the Southern Region represented by the United Transportation Union (Conductors' and Trainmen's Committees).

IT IS AGREED:

- (1) Local service may be established at Temple, Texas. This preferred service will operate over the Fort Worth Subdivision from Temple to Cleburne and return with the home terminal of the assignment to be at Temple and the turn around point to be Cleburne.
- (2) Temporary vacancies for this local service will be protected from the Temple extra board.
- (3) The mileage of this assignment is 198.

ARTICLE 25

DALLAS DISTRICT

1. Unassigned freight service between Cleburne (terminal) and Dallas (intermediate point) shall be protected on a turnaround basis from a separate freight pool of conductors and trainmen established at Cleburne to protect such service on a first-in, first-out basis.
2. Unassigned freight service between Dallas (home terminal) and Gainesville (away-from-home-terminal) shall be protected from a pool of conductors and trainmen established at Dallas to protect such service on a first-in, first-out basis.
3. All temporary vacancies in these pools shall be protected from the Cleburne extra board.
4. In the absence of an available chain gang crew or where a rule prevents use of a chain gang crew, Cleburne extra or made up crew will be used.
5. Local service will be established between Dallas and Gainesville, assigning the crews in alternate day service.

ARTICLE 26

DOUBLEHEADING

- (a) With trains of over forty cars, exclusive of cabooses, doubleheading is prohibited, except as hereinafter stated:
- (b) Doubleheaders may be run on any district provided the rating of largest engine handling the train is not exceeded.
- (c) In case of an accident to an engine, consolidation may be effected with another train and consolidated train brought into terminal as a doubleheader, if practicable. (Not applicable to Conductors, Article V, August 25, 1967 National Article Agreement.)

ARTICLE 27

TONNAGE RATING – DOUBLING HILLS

- (a) Locomotive tonnage rating sheets will be published for each district for each class of engines assigned thereto, the ratings to be shown separately between tonnage breaking points on the respective district. Published ratings to be subject to road test by actual operation if requested by Organization representative who may be present if desired.
- (b) Trains having not more than 20 tons over the established rating of the engine handling the train will not be considered as excess tonnage trains.
- (c) Crews doubling hills with trains having not more than 20 tons over the established rating of the engine handling the train will be paid actual mileage of each double. Mileage of all doubles will be added to mileage of trip.
- (d) When crews double trains having more than 20 tons over the established rating of the engine, they shall be paid:
 - (1) If having more than 20 tons but not more than 300 tons in excess of the engine rating, the crew making the double will be allowed 25 miles (in lieu of the actual mileage) for each double in addition to other time earned on the trip.
 - (2) If having more than 300 tons over the engine rating, the crew making the double will be allowed 50 miles (in lieu of the actual mileage) for each double, but the time consumed in doubling will be deducted from the time on duty in calculating road overtime.
 - (3) When doubles are made with excess tonnage trains, referred to in Sections (d)(1) and (2), extra compensation is to be allowed only to the crews making the doubles and no claims will be valid for other crews because of the operation of the excess tonnage trains.
 - (4) The provisions of this Section (d) are not to be construed as a license to regularly overload trains so as to necessitate doubling; on the other hand, it is understood this forms no basis for complaints from the employees for the instances where doubling may be required, except in instances where it is apparent trains are being regularly overloaded.
- (e) When trains having more than 20 tons in excess of the engine's rating are handled without doubling, no extra compensation will be paid the crew handling the trains, but an allowance will be made to the chain gang or extra crew standing first out at home terminal of the district at the time of release of the crew of the excess tonnage train at its final terminal (the time the conductor registers in will govern time of release for train crews), payment to an extra crew to be made only in the event a chain gang crew is not available.
 - (1) If the train has not more than 300 tons in excess of the engine's rating, the allowance shall be 50 miles at through freight rate.
 - (2) If the train has more than 300 tons in excess of the engine's rating, the allowance shall be 100 miles at through freight rate.

- (f) Crews will not be required to double out of the initial terminal; if required to do so, they will be paid one hundred (100) miles in addition to all other earnings.

NOTE: It is understood that if all units of the locomotive functioning properly at time train starts from the initial terminal and tonnage in train does not exceed rating of the locomotive, and a unit or units of the locomotive fail while a portion of the train is still within yard or switching limits of the terminal, crews compelled to double hill will be allowed the actual mileage doubled with a minimum of twenty-five (25) miles.

- (g) When necessary to double trains into yards account road engine unable to handle the train, the road crew will yard the front end of the train, and a yard crew, if available, will yard the rear end of the train. If a yard crew is not available and the road crew is required on instructions of proper authority (trainmaster or yardmaster or their representatives) to yard the rear end of the train, all members of the road crew will be allowed two hours at one-eighth of their daily rate in addition to other time earned on the day or trip, no claims to be presented by yard crews in such instances.

ARTICLE 28

COUPLING AIR, STEAM OR SIGNAL HOSE

- (a) Road freight train crews, in connection with their own train, including local freight train crews at the terminal(s) of their assignment where carmen are employed and on duty, when required to couple air, couple or uncouple steam or signal hose will be allowed one hour pro rata at the through freight rate. If permanent carmen assignments in effect April 1, 1976, at such terminals are, or have been, discontinued and road freight train crews are required to perform the duties described herein, such road freight train crews will be allowed the penalty payment specified in the second paragraph hereof, provided such work is performed during assigned hours carman or carmen were last assigned.

NOTE: CARMEN ASSIGNMENTS – IN EFFECT APRIL 1, 1976

Northern Division

3 shifts, 7 days per week:	Gainesville Dallas Sweetwater	Fort Worth 17 th Street Yard Brownwood Cleburne
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12pm-9pm; Monday thru Friday	Davis
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NOTE: As of April 1, 1994, carmen assignments were established at the following locations:

Alliance – 24 hours 7 days a week

Southern Division

3 shifts, 7 days per week:	Temple Bellville Silsbee	Somerville Galveston Beaumont
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7am-12pm 12:30pm-3:30pm Monday thru Saturday	Longview
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3:30pm-8:30pm 8:50pm-11:50pm Monday thru Friday	Longview
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7am-12pm 12:30pm-11:50pm Monday thru Saturday	Mykawa
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3:30pm-8:30pm 8:50pm-11:50pm Monday thru Friday	Mykawa
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Middle Division

3 shifts, 7 days per week:	Arkansas City	Oklahoma City
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7am-11am; 12pm-4pm	7 days per week	Enid
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Trackage Rights

Around the clock	Lafayette	Schiever
	Avondale	San Antonio
	Eagle Pass	

- (b) At other yards where carmen are employed and on duty and it is necessary for road freight train crews to couple air, couple or uncouple steam or signal hose or make a car-to-car air test, each member of the road freight train crew will be paid an arbitrary pay-merit of applicable air hose coupling allowance in addition to all other earnings for the day. If carmen are in the future discontinued at such yards and road freight train crews are required to perform the duties described herein, such road freight train crews will be allowed an arbitrary payment of the applicable air hose coupling allowance provided such work falls within the hours carman or carmen were last assigned. This will not preclude a carman using an engine from charging the train line and making a car-to-car inspection and air test on cars to be picked up or handled by another crew.
- (c) Road freight train crews as set forth under the provisions of paragraphs (a) and (b) above will not be required to couple air, couple or uncouple steam or signal hose, or make car-to-car air test for other road crews or yard crews.
- (d) Only one penalty payment shall be made during each trip or tour of duty and should a road freight crew qualify for both penalty payments, the greater of the two will be allowed.

NOTE: The provisions of this rule will not apply to coupling or uncoupling of air hose:

- (1) Between locomotive and first car.
 - (2) Between caboose and last car of the train.
 - (3) Between last car in "double-over" or "pick-up" and the first car on the train.
 - (4) Between cars when cutting or coupling up at crossings, setting out bad order cars or because of break-in-two.
- (e) Conductors and trainmen will be relieved of placing the tail hose on the rear of passenger trains where carmen are working such train; however, this will not relieve them of the responsibility of seeing that the tail hose has been properly applied or of placing the tail hose on the trains in instances where carmen do not work the train.
- (f) When freight train crews are required to couple air hose between two or more cars picked up by them or placed in their train by yard crews within the Fort Worth switching limits, each member of the train crew will be paid one hour at pro rata through freight rate in addition to other time earned on trip; this allowance to be paid only once to a crew on any trip even though the work is performed on more than one occasion at Fort Worth on such trip. This will not apply to coupling air hose as follows:
 - (1) Coupling to the first car of the cars picked up or recoupling to train after making pick-up or set-out.
 - (2) Coupling between a double-over where the track used will not hold the pick-up.
 - (3) Coupling up at crossing.
 - (4) Coupling between cars because of break-in-two.
 - (5) Coupling when setting out bad order car.

- (g) The following will govern the coupling of air hose and/or car-to-car air test by conductors and trainmen who protect assigned road switcher service:
1. Such conductors and trainmen will not be required to couple air hose, couple or uncouple steam or signal hose, or make car-to-car air test at chain gang terminal(s) where carmen (including foreign line carmen required to service or inspect Santa Fe equipment) are employed and on duty. At other locations, conductors and trainmen may be required to perform such work (a) in connection with handling of cars for their own purposes, or (b) may perform such work on cars to be picked up by a through freight train crew.
 2. When coupling of air hose and/or car-to-car air test is performed by such conductors and trainmen, other than as restricted by the first sentence of Section 1 hereof, conductors and trainmen who protect switcher service will be allowed an arbitrary payment of applicable air hose allowance, such allowance to be made to the conductor and trainmen members of the crew regardless of which member or members of the crew perform the service.
 3. The allowance referred to in Section 2 shall be paid separate and apart from the work day and shall not be considered in arriving at the overtime rate; but will be paid only once on a tour of duty even though such work is performed more than once on that tour of duty.

NOTE: The provisions of this Article 28(g) will not apply to coupling of air hose:

- (A) Between engine and first car.
 - (B) Between caboose and rear car.
 - (C) Between engine and caboose, where caboose is handled light.
 - (D) At point of couple when cars with air coupled together are on more than one track but necessary to double to put cars together.
 - (E) Between cars where cuts are made to set out.
 - (F) Between cars where cuts are made to pick up.
 - (G) Between cars after having set out bad order car(s).
 - (H) When recoupling cars where cut has been made for road or grade crossings.
- (h) Crews may perform walking and rear end air tests, and inspect cars without additional compensation.

BRASSING AND CHAINING UP CARS

- (i) Chain gang crews in through freight service will not be required to brass or chain up cars set out by other crews except cars containing livestock, perishables and Red Ball freight. When required to brass cars as in these instances, each member of the train crew will be allowed one hour in addition to other earnings for the trip.
- (j) Regular assigned local train crews required to brass cars not handled in their own train or handled in reverse movement, will be allowed one hour in addition to other earnings for the trip.

ARTICLE 29

SWITCHING AND TERMINAL DELAY – FREIGHT SERVICE

SWITCHING AT INITIAL TERMINALS

- (a) (1) Conductors and trainmen in through, local or mixed service required to do switching service at their initial terminal will be paid extra for such service at one-eighth of the daily rate per hour, less than 30 minutes not to be counted, 30 minutes and over and less than one hour to be counted as one hour, such time not to be considered in computing road overtime.
- (2) Conductors and trainmen in local and mixed service, when performing switching at initial terminals, the time engaged therein shall be calculated from the time the conductors or trainmen report for duty and continue until switching is completed and train is coupled together.
- (3) Conductors and trainmen in through freight service, when performing switching at initial terminals, the time engaged therein shall be calculated from the time the conductors or trainmen report for duty, provided, connection has arrived; otherwise, switching time shall be calculated from the time such connection arrives. If switching service is actually commenced prior to arrival of the connection, terminal switching time shall be calculated from the time such switching is begun. If no connection is involved, switching time shall be calculated from the time the conductors or trainmen report for duty. Such switching time will continue until it is completed and train is coupled together.

NOTE 1: When trains have been made up at terminals and, after the road engine is coupled to the train, it is discovered that the train includes bad order, no-bill and/or out of route cars, or in any other manner is improperly made up, the yardmaster or other supervisor in charge may require either the road crew or a yard crew then working and immediately available, to perform the work of setting-out and/or picking-up what is necessary to correct the error. If a yard crew is required to perform the work, the road conductor will assist the road engineer and fireman in moving their engine out of the way and thereafter returning it to the train without extending his switching time, if any. If the road crew is used to perform the work, it is to be considered terminal switching under the interpretation effective January 1, 1935, and if sufficient time accrues as a result thereof, the conductor is to be compensated therefor under the terminal switching rules of the Conductors' Agreement; it being understood that the switching time will be extended until the engine is again coupled to the train. It is further understood that this interpretation only applies when defects or errors are detected before the train starts to depart; if trouble develops while the train is starting, or after it has commenced to move out of the terminal, it shall be considered road handling and not terminal switching.

NOTE 2: Initial terminal switching only due at San Augustine and Lometa.

INITIAL TERMINAL DELAY

- (b) (1) Initial terminal delay shall be paid on a minute basis to employees in freight service for

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

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

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

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

- (3) Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of seventy-five (75) minutes after which initial terminal delay payment begins.
- (4) 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.
- (5) 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.

SWITCHING AT FINAL TERMINAL AND FINAL TERMINAL DELAY

- (c) (1) Employees in through, local or mixed service required to do switching service at their final terminals, or required to remain on duty with their trains after arrival at terminal at end of run, will be paid therefor as follows: less than 30 minutes not to be counted, 30 minutes or over and less than one hour to be counted as one hour. If the train is not on overtime on arrival at the final terminal, but the overtime period commences before final release, pay up to the period when overtime commences will be allowed on the basis of one-eighth of the daily rate per hour, thereafter on the actual minute basis at three-sixteenths of the daily rate per hour.

NOTE: Final terminal switching only due at San Augustine and Lometa.

FINAL TERMINAL DELAY

- (2) (A) Computation of Time

Freight service all time, in excess of 60 minutes, computed from the time engine reaches switch, or signal governing same, used in entering final terminal yard track where train is to be left or yarded, until finally relieved from duty, shall be paid for as final terminal delay; provided, that if a train is deliberately delayed

between the last siding or station and such switch or signal, the time held at such point will be added to any time calculated as final terminal delay.

NOTE: Final terminal delay points are listed in Superintendents Notices.

(B) Extension of Time

Where mileage is allowed between the point where final terminal delay time begins and the point where finally relieved, each mile so allowed will extend the 60 minute period after which final terminal delay payment begins by the number of minutes equal to 60 divided by the applicable overtime divisor ($60/12.5 = 4.8$; $60/12.75 = 4.7$; $60/13 = 4.6$; $60/13.25 = 4.5$; $60/13.5 = 4.4$, etc.

(C) Payment Computation

All final terminal delay, computed as provided for in this Article, shall be paid for, on the minute basis, at one-eighth (1/8th) of the basic daily rate in effect as of October 31, 1985, according to class of service and engine used, in addition to full mileage of the trip, with the understanding that the actual time consumed in the performance of service in the final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the final terminal time under this Article. The rate of pay for final terminal delay allowance shall not be subject to increases of any kind.

After road overtime commences, final terminal delay shall not apply and road overtime shall be paid until finally relieved from duty.

NOTE: The phrase "relieved from duty" as used in this Article includes time required to make inspection, complete all necessary reports and/or register off duty.

(D) Multiple Trips

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

(E) Exceptions

This Article shall not apply to pusher, helper, mine run, shifter, roustabout, transfer, belt line, work, wreck, construction, road switcher or district run service. This Article shall not apply to circus train service where special rates or allowances are paid for such service.

NOTE: The question as to what particular service is covered by the designations used in Section 5 shall be determined on each individual railroad in accordance with the rules and practices in effect thereon.

(F) Local Freight Service

In local freight service, time consumed in switching at final terminal shall not be included in the computation of final terminal delay time.

- (3) When switching is performed at final terminals, the time engaged therein shall be calculated from the time the switching is actually started and shall continue until the employees are released. If the train is blocked out of the yard a sufficient length of time to entitle employees to compensation under the Final Terminal Delay Rule, switching and final terminal delay time shall be combined, so as not to provide duplicate compensation.
- (4) If road overtime is involved, employees will be compensated for either switching or final terminal delay, or a combination of both, at pro rata rates or time and one-half for only the road overtime, whichever produce the greatest compensation.

ARTICLE 30

COMBINATION ROAD - YARD

- (a) The last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued under the following conditions: (yard as used herein is defined to mean a common terminal point where a seniority roster for yard ground men is maintained.)

1. In the case of the last yard crew assignment in a yard, such assignment may be discontinued if a joint study indicates that the average time consumed in switching is less than four hours within a spread of ten hours for ten consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four hours of such work within any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of a yard crew assignment on a particular shift (in yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average of less than four hours switching within the spread of 12 hours for ten consecutive working days, this spread to begin at the starting time of the yard crew assignment which the Carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the Carrier seeks to discontinue will be considered, subject to the provisions of Section 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period as set forth in Section 5.

NOTE: The studies referred to in this Section 1 shall be conducted in the following manner: Where a Carrier proposes to discontinue the last yard crew assignment in a yard or on a shift where more than one yard assignment is employed, it shall give ten (10) days written notice of the proposed discontinuance to the representatives of the employees involved, advising the names of the Carrier's officials who are designated as its representatives for the purpose of the study, and the date on which the study is to begin. At anytime prior to the date the study is to begin the representatives of the employees involved shall advise the Carrier of the names of their representatives for the purpose of the study. If such representatives are not so named, or fail to participate, the study may be conducted by the representatives of the Carrier. In either event, the result of the study shall be binding on the parties for the purpose of this rule.

The same procedure will be adhered to in conducting studies proposed by the representatives of the employees for the restoration of assignments that have been discontinued under the provisions of this Section 1.

2. The provisions of Section 1 hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.
3. Road crews may perform any yard service at yards where yard crews are not employed.

Road crews may perform the following work in connection with their own trains without additional compensation:

- (A) Get or leave their train at any location within the initial and final terminals and handle their own switches. When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for that assignment and such point is not within reasonable walking distance of the on and off duty point, transportation will be provided
 - (B) In connection with straight pick-ups and/or set-outs within switching limits at intermediate points where yard crews are on duty, spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed in connection therewith.
 - (C) Perform switching within switching limits at times no yard crew is on duty. On carriers on which the provisions of Section 1 of Article V of the June 25, 1964 Agreement are applicable, time consumed as switching under this provision shall continue to be counted as switching time. Switching allowances, where applicable, under Article V, Section 7 of the June 25, 1964 Agreement or under individual railroad agreements, payable to road crews, shall continue with respect to employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement and such allowances are not subject to general or other wage increases.
 - (D) At locations outside of switching limits there shall be no restrictions on holding onto cars in making set-outs or pick-ups, including coupling or shoving cars disturbed in making set-outs or pick-ups.
- 4. Road crews may continue to perform any yard service now permitted, without additional payments, if such payments are not now required.
 - 5. At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this Agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.
 - 6. No change in work permitted or compensation paid to combination assignments, such as mine run, tabulated assignments, etc.
 - 7. Switching service in yards by road crews when yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to Section 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.
 - 8. If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under Section 7 hereof.
 - 9. Initial and final terminal delay rules shall not be disturbed by this Agreement except that when road crews perform yard service for which they are compensated under the provisions of Section 7 hereof during a period to which initial terminal delay or final

terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.

10. The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of Section 1 of this Article.

ROAD-YARD MOVEMENTS

- (b) Section 1 - All progressive move requirements in connection with making pick-ups and/or set-outs at the initial and/or final terminal are eliminated. A road crew may make up to two straight pick-ups; or, two straight set-outs; or, one straight pick-up and one straight set-out in addition to picking up its train at the initial terminal. Likewise, a road crew may also make up to two straight pick-ups; or, two straight set-outs; or, one straight pick-up and one straight set-out in addition to yarding its train at the final terminal. In connection with the above handling, the road crew can spot, pull, couple or uncouple cars set out or picked up by it and reset any cars disturbed.

Make one straight pick up and/or set out at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house including all units coupled to the operating unit (units); pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars provided, however, that where it is necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity; and exchange engine of its own train.

Q1. A road crew yards their train at the final terminal in Receiving Yard Track No.8, sets out 10 cars to Receiving Yard Track No. 7, picks up 14 cars from Receiving Yard Track No. 12, and returns them to their train in Track No. B. They then go off duty. Are such moves permissible?

A1. Yes.

Q2. In the above example, could the outbound road crew be required to make the set-out and pick-up instead of the inbound road crew?

A2. Yes.

Q3. If the road crew in Question 1 stops the train on the main line and makes a set-out and a pick-up on adjacent yard tracks, is this permissible?

A3. Yes.

Q4. Can an inbound road crew after yarding their train, then be required to make set-outs to two different tracks in the same yard?

A4. Yes, if they have not made a prior pick-up or set-out in the final terminal.

- Q5. May the Carrier require a road crew to make a pick-up of cars within the initial or final terminal and make a set-out of the same cars in another location within the same terminal?
- A5. No, such pick-ups and set-outs must be in connection with their own train.
- Q6. In the application of the provisions of this section, a road crew after receiving the train in the make-up track in yard A is required to make a pick-up or set-out of cars in an adjacent track prior to departing the initial make-up track. Is this permissible under the agreement?
- A6. Yes.
- Q7. In the application of this section, a road crew arrives at the final terminal and is required to make a set-out of cars in A Yard, make a pick-up of cars in B Yard, yard the train in C Yard and double a cut of cars to an adjacent track. Is such movement permissible?
- A7. No, such movement exceeds the maximum of two pick-ups and/or set-outs.
- Q8. A road crew receives the train in the A Yard and is required to double the train together. They then make one pick-up before departing the terminal. Is such permissible under the application of this section 1?
- A8. Yes.
- Q9. A road crew arrives at their final terminal and is required to make one set-out or pick-up in the A Yard, then proceed to the B Yard to yard the train. After yarding train in B Yard, the road crew is required to take a cut of cars from their train back to the A Yard for set-out and then takes the power to the tie up track. Is such movement permissible under the Agreement?
- A9. No, because reverse movements of this nature are not contemplated under Article VIII.

Yard service employees represented by the UTU General Committee signatory hereto who are adversely affected by application of the work rule change provided for above in this Article IV shall, to the extent of such adverse effect, be afforded the protection established by Article I (except Section 4) of the New York Dock protective conditions (Appendix III, F.D. 28250).

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

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

YARD CREWS IN ROAD SERVICE

- (c) Yard crews will not be used in road service when train crews are available, except, in case of emergency, or as provided herein:

COMBINATION ROAD –YARD SERVICE ZONES

Section 1 - At points where yard crews are employed, combination road-yard service zones may be established within which yard crews may be used to perform specified service outside of switching limits under the following conditions:

- (A) Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.
- (B) Within Road-Yard Service Zones, yard crews may be used only to meet customer service requirements for the delivery, switching, or pick up of cars which were not available or ready for handling by the road crew or crews normally performing the service or which are required to be expedited for movement into the yard before arrival of said road crew or crews. Yard crews may be used to perform such service without any additional compensation and without penalty payments to road crews.
- (C) Nothing in this Article will serve to prevent or affect in any way a carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of August 25, 1978, except by mutual agreement.
- (D) Yard crews may perform hostling work without additional payment or penalty.

NOTE: The use of yard crews in Road-Yard Service Zones is restricted to the specific service required or requested by the customer and they may not be used indiscriminately to perform any other additional work.

- (E) Nothing in this Section 1 is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement.
(August 25, 1978).

Section 2 - At points where yard crews are employed, combination road-yard service zones may be established within which yard crews may be used to perform specified service outside of switching limits under the following conditions:

- (A) Road-Yard Service Zones for purposes of this Section 2 are limited to a distance not to exceed twenty-five(25) miles for the purpose of handling disabled trains or trains tied up under the Hours of Service Act. The distances referred to herein are to be computed from the switching limits existing on the date of this Agreement (August 25, 1978), except where the parties on individual properties may agree otherwise.
- (B) Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from locations up to 25 miles outside of switching limits.
- (C) Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews. This paragraph does not apply to work train or wrecking service.

NOTE: For performing the service provided in (B) and (C) above, yard Crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits. Such payments are limited to employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement and is not subject to general or other wage increases.

Section 3 - Time consumed by yard crews in Road-Yard Service Zones established under this Article will not be subject to equalization as between road and yard service crews and/or employees.

TRANSFER OF CARS TO FOREIGN ROADS

(d) Yardmen when on duty will transfer cars to foreign roads, except as provided herein:

INTERCHANGE

Section 1. At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting carrier or deliver their over-the-road trains to a connecting carrier provided such trains are solid trains which move from one carrier to another intact with or without motive power and/or caboose.

(a) Each road crew may make one pick-up at the initial terminal after taking charge of a solid-over-the-road train from a foreign line carrier or make one set-out at the final terminal prior to delivering a solid-over-the-road train to a foreign line carrier.

Q1. In the application of Section 1(a) may a road crew, after taking charge of a solid-over-the-road train, make a pick-up in a foreign Carrier's yard.

A1. No.

Q2. May a road crew make a set-out in the foreign Carrier's yard prior to delivering a solid-over-the-road train.

A2. No.

Q3. A road crew goes on duty at their regular on-duty point, handles the engine to a foreign line yard and couples to a solid-over-the-road train. They depart the foreign line yard, travel back into the initial terminal, and make a pick-up before continuing their road trip. Is this move permissible?

A3. Yes.

Section 2. If road crews referred to in Section 1 of this Article 30(d) are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternate means of transportation will be provided.

Section 3. At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

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

Section 5. Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

Work equities between carriers previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the 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.

Section 6. The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this Agreement (January 27, 1972).

ARTICLE 31

ROAD CREWS PICKING UP AND SETTING OUT

The following work performed by road freight crews within the switching limits of Fort Worth, Dallas or Somerville will not be considered as yard work or, except as otherwise provided in Section (b), as entitling either road or yard crews to extra compensation therefor.

- (a) Road freight crews passing through Fort Worth or Somerville on either straightaway or turnaround trips, may make one straight pick-up and one straight set-out at one point or one straight pick-up at one point and one straight set-out at another point within the switching limits, in addition to which the road crew may detach road engine from train at one other point within the switching limits to allow the yard engine to switch train and then return road engine to train after yard engine completes work thereon.
- (b) Dublin District road freight crews may make one straight pick-up at Birds on outbound trip after getting train from make-up track and may make one straight set-out at Birds on inbound trip before delivering remainder of train to receiving track. Dublin District freight crews making pick-up and/or set-out at Birds shall be paid under the Terminal Switching rule solely because of established practice and is not applicable at any other point.
- (c) Road freight crews passing through or leaving Dallas may make one straight pick-up at Hale and road freight crews passing through or entering Dallas may make one straight set-out at Hale in addition to which the road crews may detach road engine from train at one other point within the switching limits at Dallas to enable yard engine to switch train and then return road engine to train after yard engine completes work thereon. The yarding of inbound train on and removing of outbound train from designated track at Dallas on turnaround trips will not be considered as a set-out or pick-up under this Article.
- (d) When a bad order car is discovered in a train while within the switching limits of Fort Worth, Dallas or Somerville, such bad order car will be set out by the yard crew if one is immediately available; otherwise, the road crew may set out the bad order car. If set-out is made by the yard crew, the road crew will move its engine out of the way and return it to the train. In either case the operation will not be considered as a set-out under the terms of this Article.
- (e) At Somerville after a train is ready to depart and while a yard crew is on duty, a car (other than bad order) is discovered therein which should be left at Somerville, such car will be switched out of the train by the yard crew but the road crew may remove its engine from the train and replace it after the car has been removed by the yard crew and this will not count as a set-out under this Article.
- (f) Nothing herein contemplates that road crews may pick up cars at one point within the switching limits and deliver them to another point within such switching limits.
- (g) The terms "straight set-out" and "straight pick-up," as used above, mean a set-out of cars in one cut on one track or a pick-up of cars in one cut first out on one track provided the track used will hold the set-out or pick-up; when the track used will not hold the set-out or pick-up, cars may be placed on or picked up from such additional track or tracks as are necessary to hold the remainder of the set-out or pick-up. A pick-up will not be placed on more than one track when there is sufficient room in a yard track to hold the entire pick-up. Likewise, when there is sufficient room

in a yard track to hold a set-out without requiring the road crew to doubleover, such track is to be used for the set-out.

- (h)
 - (1) When freight service is operated through and between Cleburne and North Yard (Gainesville) via the Dallas District, and there is a complete change of trains or a set-out to be made at Dallas, upon arrival of train at Dallas, it will be yarded in the usual manner, on one or more tracks when necessary, after which the engine will be moved by the road crew to the head end of the outbound train or pick-up, which will be made up by yard crews on one or more tracks as may be necessary.
 - (2) When the road engine is coupled to the head end of the outbound train or pick-up, the rear end of the train will be coupled thereto, either by having the road engine pull the head end out onto the lead, in order for the yard engine to shove the rear end to a coupling with the head end; or by leaving the head end of the outbound train or pick-up in the track in which it was made up and the yard engine doubling the rear end over to a coupling therewith.
 - (3) When there is a short car or cars on the head end of the inbound train for points beyond Dallas, (for example a car for Denton on an Eastward trip or for Midlothian on a Westward trip), the road engine shall hold on to such car or cars in moving from the inbound train to the head end of the outbound train or pick-up.

ARTICLE 32

ENGINE STANDARDS

When a train is operated without a caboose, pursuant to this agreement, safe, stationary and comfortable seating will be available to each ground employee, working or deadheading, on the locomotive consist, as well as adequate heat when climatic conditions necessitate.

Locomotive units designated for occupancy by the train crew members will be cleaned, including toilet facilities, and supplied with necessary equipment, including adequate cooled, drinking water, sanitary drinking cups, waterless soap or acceptable substitute and paper towels, by employees other than members of the train crew. Stationary supplies (forms) will be provided to conductors at the on duty points for their use enroute.

In run-through service, a locomotive which meets the basic minimum standards of the home railroad or section of the home railroad may be operated on any part of the home railroad or any other railroad.

The conductor will be furnished a compact folder and/or clipboard for his use in the carrying and completion of the forms. Replacement of these folders (clipboards) will be made by the company without cost to the employee when:

1. Worn out, damaged or destroyed in performance of railroad service.
2. Stolen while employee is on duty without neglect on part of employee.

ARTICLE 33

EMERGENCY, EXTRA, SIDE OR LAP-BACK TRIPS

- (a) Crews required to make side or lap back trips under conditions other than set forth in Articles 22, 27 and the following Sections b, c, d, e, and f, shall be paid 100 miles at the rate of one trip for each side or lap back trip in addition to other earnings.

EXCEPTION: If because of an emergency due to storm, washout, wreck or bridge burned, completely blocking the crew's route, and service in connection therewith is not required of crew requiring payment under Article 22, the miles for the side or lap back trip will be added to the mileage of the regular trip and paid for on a continuous-time basis.

- (b) Side trips from an intermediate point which are not specifically designated in bulletin creating the assignment of regular runs are considered as extra trips and payment therefor is to be made independent of the assigned trip with a minimum of 100 miles at the rate of the service performed, deducting from the time and miles of the assigned trip, the time consumed making the side trip and the miles of the side trip.
- (c) Unassigned crews who are instructed prior to departure from initial terminals to make side trips are entitled only to the actual mileage of the side trip on a continuous-time basis, but crews so instructed after leaving initial terminals are entitled to separate payment for the side trip, with a minimum of 100 miles therefor, deducting the time involved therein from the total time on duty for the purpose of calculating overtime.
- (d) The definition of side trips made in assigned and unassigned freight service on spur tracks shall be as follows:
- (1) A movement made to a location not in excess of two miles on a spur track, measured from lead-off switch of such spur track, shall not be considered as a side trip.
 - (2) Where a movement is made to a location in excess of two miles on a spur track, measured from lead-off switch of such spur track, such movement shall be considered as constituting a side trip.
- (e) In assigned service or instructing crews prior to departing terminal to make side trips as defined herein:
- (1) Crews in assigned service will be paid mileage of the spur track or portion thereof specified in bulletin advertising the assignment, and
 - (2) Crews in unassigned service will be paid mileage of the spur track or portion thereof over which they are instructed to move.
- (f) Short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another intermediate point and return, on account of engine failure, running for fuel or water, running for wreck car or carmen, or on account of a derailment, when such conditions arise in connection with their own train, will be paid continuous time or mileage.

ARTICLE 34

MEAL PERIOD EN ROUTE

- (a) In order to expedite the movement of through freight runs in other than intradivisional or interdivisional service, the Carrier shall determine the conditions under which crews may stop to eat. When such crews do not stop to eat en route, and are on duty in excess of eight hours, they will be allowed \$6.00, which allowance will not be subject to general wage increases. The allowance will be subject to cost-of-living adjustment on January 1, 1986, and January 1 of each year thereafter, with a maximum of 8% annually, until a maximum rate of \$7.50 is reached. The cost-of-living increase or decrease will be determined from the Consumer Index utilized by the National Carriers' Conference Committee calculated on the percent of increase or decrease when comparing September of the prior year to September of the current year. The parties to this agreement shall not serve or progress, prior to 60 months following the year in which \$7.50 is reached, any notice or proposal for changing the base of \$6.00, the maximum of \$7.50 or the methods and procedures to determine COLA increases or decreases set forth herein.
- (b) A crew who did not stop to eat en route and is doubled out of a distant terminal (their crew change point) without being granted permission to eat at that location, and do not stop to eat en route on their second trip, resulting in being on duty more than eight hours for the combined trips without stopping to eat en route, shall be entitled to the specified monetary allowance.
- (c) In order to expedite the movement of these interdivisional pool freight runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews, working or deadhead, are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip, unless the crew is on duty in excess of eight hours, in which event \$5.00 will be allowed in lieu of \$1.50.
- (d) Conductors protecting Conductor Only Service who do not stop to eat en route will be allowed \$1.50, unless time on duty exceeds 8 hours, in which event they will be allowed \$6.00.
- (e) The Memorandums of Agreement providing for a monetary allowance when on duty in excess of 8 hours and not allowed to eat en route will apply to all crews in assigned or unassigned freight service whether working or deadheading if on duty in excess of eight hours.
- (f) Engine service trainees will be entitled to meals en route allowances as they apply to pre-November 1, 1985 locomotive engineers when participating in on-the-job training as a locomotive engineer. In order to be paid a meals en route allowance when one is due, an engine service trainee must claim the appropriate code, Code 09, Code 41, or Code 72, as applicable on the regular working ticket.

ARTICLE 35

DESIGNATED INTERCHANGE TRACKS

Designated interchange tracks will be included in the annual reissue of operating bulletins, with subsequent changes to be covered by bulletins. General and Local Chairmen will be furnished copy of the reissue as well as subsequent changes.

At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

ARTICLE 36

SWITCHING LIMITS

- (a) The employees involved, and the carriers represented by the National Carriers' Conference Committee, being desirous of cooperating in order to meet conditions on the various properties to the end that efficient and adequate switching service may be provided and industrial development facilitated, adopt the following:
- (b) Except as provided in Section (c) hereof, when an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, whereupon the carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following date of last conference. The decision of the Arbitration Board will be made within 30 days thereafter. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon seven days notice by the carrier.

- (c) Where, after the effective dates of the 1951 and 1952 Agreements, an industry located outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four miles from the switching limits in effect as of the date of this Agreement (January 27, 1972). Other industries located between such switching limits and such new industries may also be served by yardmen without additional compensation or penalties therefor to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this Section (c) and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier shall periodically advertise to road service employees the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employees involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employees holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers). In the event no road employee elects to bid on the accumulated equalizing hours within the bulletined period such accumulation of equalizing hours will be considered forfeited and a new accumulating period shall commence.

- (d) This Article shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.
- (e) The foregoing is not intended to amend or change existing agreements involving predominately full-time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in Section (c) hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952.

ARTICLE 37

(a) DESIGNATED SWITCHING LIMITS

MIDDLE DIVISION

LOCATION	DISTRICT	SWITCHING LIMITS
Oklahoma City	(South) West	M.P. 394 plus 2112'
Arkansas City	Third	M.P. 251.1 M.P. 246.1
Arkansas City	Oklahoma	M.P. 276.3 M.P. 281.3
Ponca City	Oklahoma (E)	M.P. 276.0 M.P. 269.0
Ponca City	Oklahoma (W)	M.P. 303.8 M.P. 308.8
Ponca City	Ponca City	M.P. 131.9 M.P. 126.9
Guthrie	Oklahoma (E)	M.P. 341.7 M.P. 336.7
Guthrie	Oklahoma (W)	M.P. 364.8 M.P. 369.8
Guthrie	Enid	M.P. 105.5 M.P. 100.5
Enid	Enid (E)	M.P. 51.0 M.P. 46.0
Enid	Enid (W)	M.P. 75.0 M.P. 80.0
Oklahoma City	Oklahoma (W)	M.P. 404.4 M.P. 409.4
Oklahoma City	Oklahoma (CRIP)	M.P. 477.0 M.P. 472.0

NORTHERN DIVISION

LOCATION	DISTRICT	SWITCHING LIMITS
Purcell	First	M.P. 516 plus 0500'
Gainesville	First	M.P. 414 plus 4313'
Gainesville	Second	M.P. 409 plus 0437'
Fort Worth	Second	M.P. 370
Fort Worth	Second	M.P. 339 plus 3927'
Fort Worth	Dublin	M.P. 3 plus 3169'
Cleburne	Second	M.P. 322 plus 2126'
Cleburne	Cresson	M.P. 3
Cleburne	Dallas	M.P. 1 plus 2978'
Dallas	Dallas	M.P. 39 plus 2577'
Dallas	Dallas	M.P. 55 plus 0612'
Brownwood	Lampasas	M.P. 345 plus 0643'
Brownwood	Sweetwater	M.P. 351 plus 1692'
Sweetwater	Sweetwater	M.P. 455 plus 4377'
Sweetwater	Slaton	M.P. 792 plus 1121'
San Angelo	San Angelo	M.P. 69 plus 3100'

SOUTHERN DIVISION

LOCATION	DISTRICT	SWITCHING LIMITS
Cleburne	First	M.P. 314 plus 5157'
Temple	First	M.P. 222 plus 1302'
Temple	Second	M.P. 213 plus 3700'
Temple	Lampasas	M.P. 222 plus 4500'
Somerville	Second	M.P. 143 plus 2650'
Somerville	Second	M.P. 139 plus 1810'
Somerville	Conroe	M.P. 1 plus 3056'
Bellville	Second	M.P. 108 plus 3204'

Bellville	Third	M.P. 102.6 plus 3510'
Sealy	Third	M.P. 95 plus 3688'
Sealy	Third	M.P. 91 plus 4749'
Rosenberg	Third	M.P. 68 plus 2185'
Rosenberg	Third	M.P. 63 plus 4540'
Alvin	Third	M.P. 30 plus 3878'
Alvin	Third	M.P. 26 plus 0311.8'
Galveston	Third	M.P. 8 plus 0721'
Killeen	Lampasas	M.P. 241 plus 5033'
Killeen	Lampasas	M.P. 248 plus 3284'
Lometa	Lampasas	M.P. 290 plus 1908.6'
Lometa	Lampasas	M.P. 294 plus 1599.1'
Silsbee	Conroe	M.P. 149 plus 2318'
Silsbee	Silsbee	M.P. 19 plus 2402'
Silsbee	Longview	M.P. 22 plus 0814'
Beaumont	Silsbee	M.P. 4 plus 2546'
Beaumont	Silsbee	M.P. 74 plus 0500.7'
San Augustine	Longview	M.P. 119 plus 2499'
San Augustine	Longview	M.P. 121 plus 1300'

NOTE: For purposes of Road Yard Service Zones and Hours of Service Relief by yard crews, switching limits are:

Fort Worth	Second	M.P. 355 plus 0967'
Fort Worth	Second	M.P. 339 plus 3927'
Temple	First	M.P. 222 plus 1302'
Temple	Second	M.P. 215 plus 2713.7'
Temple	Lampasas	M.P. 222 plus 4500'

(b) SWITCHING LIMITS - HOUSTON DISTRICT

The Houston Belt and Terminal Railway Company's yard limit board and The Atchison, Topeka and Santa Fe Railway Company's switching limit board are located 522 feet south of the SP-Santa Fe railroad crossing located at former Tower 81 at Houston, Texas. The connecting track between the Santa Fe and the SP main tracks at former Tower 81 is within the Houston Belt and Terminal Railway Company's yard limits.

ARTICLE 38

CONDITION OF SWITCHING AREAS

Complaints regarding condition of switching areas will be investigated promptly by local officials and when conditions warrant, corrective action will be taken.

ARTICLE 39

EXPENSES AWAY FROM HOME

- (a) (1) When the Carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the Carrier's expense or an equitable allowance in lieu thereof. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

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

IN LIEU OF LODGING

- (A) Conductors and Trainmen who qualify for lodging at Carrier's expense will have the option of an allowance of \$15.68(effective 7-1-97) in lieu thereof.

NOTE: The following is not applicable at locations where lodging is constructed for Carrier's use, unless otherwise agreed to.

- (B) The choice of being furnished lodging or the allowance in lieu thereof, will be made in writing not later than May 1, 1985, and subject to change thereafter only on ten (10) days written notice prior to May 1, of each year, to become effective May 16 of each year.
- (C) The allowance of \$15.68 will not be subject to general wage increases or increases applicable to arbitraries or special allowances. The \$15.68 allowance will be subject to cost-of-living adjustments at the end of each calendar year with a maximum equal to the percentage adopted in subsequent National Agreements which dispose of Section 6 Notices dealing with wage increases. The cost-of-living increase or decrease will be determined from the Consumer Index utilized by the National Carriers' Conference Committee calculated on the percent of increase or decrease when comparing September of the prior year to September of the current year, to be effective January 1st of each year, commencing with 1986.
- (D) If an employee accepts the allowance provided herein in lieu of lodging, such allowance will satisfy any requests for transportation between the on and off duty points and any lodging facility as well as between those locations and any eating facility.
- (2) 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) 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 \$6.00 and an additional \$6.00 meal allowance will be provided after being held an additional 8 hours.

NOTE: For the purposes of Section (a)(1) and (2) of this Article, extra board employees shall be provided with lodging and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

EXTRA EMPLOYEES

- (b) (1) Article 39 (Expenses Away From Home) is amended to cover employees in train, engine or yard service called from the extra board or used in the capacity of an extra employee to fill vacancies at outlying points subject to the following additional conditions:
 - (A) The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.
 - (B) Lodging or allowance in lieu thereof where applicable will be provided only when extra employees 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.
- (2) If an extra employee used to fill a vacancy at an outlying point, who comes within the operation of Article 39(b)(1), after completing a tour of duty is held over for a second tour of duty which is to commence more than four hours after the completion of his first tour of duty, he will be provided lodging or an allowance in lieu thereof under Article 39(a)(1) (June 25, 1964 Agreement). He will continue to be provided such lodging or allowances (but not more than one such allowance for each 24-hour period at the outlying point) if he is thereafter so held over for one or more subsequent tours of duty.
- (c) In application of Sections (a)(1) and (2) of this Article, the following will govern:
 - (1) The following will meet the standards of "suitable lodging" when provided by Carrier at commercial hotel or motel:
 - (A) Single occupancy, private room, heat and cooling subject to control in each room; space for hanging clothes; window(s) to have blind or drape installations to curtail light during daylight hours and carpeting in not less than bedroom area.
 - (B) Room will contain bed, no smaller than standard size, with mattress and box springs or the equivalent; pillows; sufficient covering; chair; lamp; telephone; TV; dresser and table or dresser-table combination, and drinking containers.
 - (C) Room will have private bath connected to room equipped with standard bath facilities and supplied with bath and face towel, wash cloth and soap.
 - (D) Following each occupancy, room will be cleaned, linen changed and supplied with clean towels and wash cloth.

- (E) If an employee is assigned a room, which does not meet the criteria outlined herein, request may be made for reassignment to an available room.
- (F) Where lodging cannot be provided within one (1) mile of the on and off duty point, transportation will be provided.
- (G) In the event question is raised as to whether or not a designated facility meets the criteria contained herein, joint inspection will be made by Superintendent, or designated representative, and the Local Chairman. Should question be raised, upon assignment, as to whether or not a room is "suitable," local supervision may adopt the procedure, if so desired, of publishing telephone number to call that will place the employee in contact with designated Carrier supervisor who will, at that time, make inspection and investigation of the complaint.

Facilities constructed for Carrier's use will conform to the criteria set forth herein except the individual rooms will not provide telephone or TV. Instead, recreation room will be available which will be equipped with TV.

NOTE: It is understood the criteria set forth above will not require the Carrier to change any of the present lodging facilities, but will govern for future designations.

- (2) The four (4) hours or more referred to in Section (a)(1) of this Article will be calculated from the tie-up time on arrival until the crew goes on duty, when next called for service, except:

If a crew is called on duty prior to having been tied up for four (4) hours and for any reason the train does not depart until more than one (1) hour after the on-duty time, the four (4) hours will be computed to extend to thirty (30) minutes prior to actual departure time from the terminal.

EXAMPLE 1: A crew ties up at 4:00 PM. They are called on duty at 7:45 PM. The train does not depart until 9:15 PM. The crew would be considered tied up from 4:00 PM until 8:45 PM and would be allowed meal and lodging allowances.

EXAMPLE 2: The crew in the foregoing example departs at 8:45 PM. They would not be entitled to meal or lodging allowances.

NOTE: In the application of this Section (c)(2), it will not be the policy to call crews before the expiration of the four (4) hour period for the purpose of defeating the Agreement.

- (d) If a conductor and/or trainman is called on duty prior to having been tied up for twelve (12) hours and for any reason the train does not depart until more than one (1) hour after the on-duty time, the twelve (12) hours will be computed to extend to thirty (30) minutes prior to actual departure time from the terminal.

EXAMPLE 1: The conductor and/or trainman ties up at 8:00 AM. They are called on duty at 7:45 PM. The train does not depart until 9:15 PM. The conductor and/or trainman would be considered tied up at 8:00 AM until 8:45 PM and would be allowed the second meal allowance.

EXAMPLE 2: The conductor and/or trainman in the foregoing example departs at 8:45 PM. They would not be allowed the second meal allowance.

- (1) (A) In the event an employee is notified he will be tied up four (4) hours or more, but is called for duty or to deadhead in less than four (4) hours, the lodging expense will not be recollected. This employee will not, however, be entitled to the allowance provided for in Section (d)(2), or to the meal allowance.
 - (B) In the event an employee is notified he will not be tied up four (4) hours or more, but it later develops he is not called for duty or to deadhead until after expiration of four (4) hours or more, the employee will be entitled to the allowance specified in Section (d)(2) as well as the meal allowance.
- (2) At any location where lodging, as specified in Section (c)(1) of this Article, cannot be provided at Carrier's expense, in lieu thereof an allowance of \$2.50 will be paid to employees governed by this Agreement who qualify under Section (a)(1) of this Article.
- (3) If an employee's residence is in proximity of the away-from-home terminal of his assignment and he would be entitled to lodging at the away-from-home terminal, he may, in lieu of using the Company-provided lodging, claim and receive the cash allowance provided for in Section (d)(2) of this Article, except:
 - (A) When employees, either regular or extra, are relieved at the away-from-home terminal, where the crew with which they completed the trip qualified for lodging, only the employees providing such relief will be paid meal and lodging allowances.
 - (B) No allowances will be made to employees who are displaced by the exercise of seniority of senior employees, nor will employees who exercise seniority to a regular assignment or who are assigned as result of advertisement of the regular assignment, receive the allowances when such exercise of seniority takes place at the away-from-home terminal.
- (4) In the event the facilities provided for in this Article are not available or are inadequate to accommodate the number of employees entitled to lodging, alternate facilities of equal quality will be provided by the Carrier, if available, otherwise the allowance provided for in Section (d)(2) will be made.
- (5) If employees are tied up en route, where meals and lodging are not available, under circumstances which make it impossible to reach their tie-up point or terminal, transportation at Company's expense will be furnished to a point where such facilities are available.
- (6) (A) Suitable lodging for employees qualifying for same will be furnished at Purcell, Gainesville, Dallas, Paris, Fort Worth, Cleburne, Sweetwater, San Angelo, Brownwood, Temple, Somerville, Bellville, Matagorda, Houston, Oakdale, Longview, San Augustine, Conroe or other points where under the June 25, 1964 Agreement employees qualify for such lodging.
- (B) Lodging as provided in this Article will be made available to the employees during the entire period of tie-up.

- (7) (A) Should any question arise as to the suitability of the facilities provided, the Carrier will upon notification promptly investigate and if it is found the complaint is justifiable, will either have correction made or provide other facilities which meet the standards set forth in Section (c)(l).
- (B) If complaint is registered as to suitability of one of the lodging facilities currently designated, conference(s) will be held between the General Manager, or his designated representative(s), and the Organization, in order for the parties to make a determination within six (6) months as to whether:
 - 1. the complained of lodging does meet the criteria of suitable lodging prior to the Agreement dated May 23, 1978. (Article 39(c)(l))
 - 2. the complained of lodging will have necessary refurbishing to meet the criteria of suitable lodging prior to the Agreement dated May 23, 1978. (Article 39(c)(l))
 - 3. other Lodging facilities will be designated
 - 4. lodging facilities will be constructed for Carrier's use

TRAINING PROGRAM EXPENSES

ENGINEER TRAINING PROGRAM

- (e) Expenses: If not otherwise provided for by the Carrier, engine service trainees will be reimbursed for reasonable and necessary travel, lodging and meal expenses incurred while they are engaged in orientation and classroom training prior to establishing engineer seniority as follows:

- (1) Lodging

- (A) Trainees will be eligible for lodging provided the home point of a new hire or regular employee's assignment and the point where the employee's residence is maintained each exceed a thirty (30) mile radius from the location where the training program is conducted.
- (B) If the employee's residence or regular assignment is not outside the 30 mile radius, the Carrier still may provide lodging if in the opinion of the instructor the trainee would benefit scholastically. In that case, the Carrier will provide a meal allowance under section e (2)(A) of this Agreement as well as lodging.

- (2) Meals

- (A) A trainee provided lodging will be allowed \$19.28 per day meal allowance for each day in attendance in the classroom and simulator portions of the training program unless lunch is provided by the Carrier. If lunch is provided, the meal allowance will be \$12.86 per day.

- (B) A trainee not provided lodging will be entitled to a meal allowance of \$6.43 per day for each day in attendance in the classroom and simulator portions of the training program unless lunch is provided by the Carrier.
- (C) Meal allowances are subject to future general wage increases.
- (3) Travel
 - (A) A trainee provided lodging will be allowed the same rate per mile generally allowed other employees, calculated by the most direct route to and from the home point of the new hire or regular employee's assignment or extra board location to the location where the training program is conducted.
 - (B) Trainees undergoing on-the-job training shall receive travel expenses, lodging accommodations or allowance in lieu thereof and meal allowance as provided under the applicable UTU (E) agreement.

**CONDUCTOR\FOREMAN
BRAKEMAN\HELPER TRAINING**

- (f) Expenses: If lodging and/or meals are not provided by the Carrier, trainees will be reimbursed for reasonable and necessary travel, lodging and meal expenses incurred while engaged in classroom training as follows:
 - (1) Lodging - Trainees will be eligible for lodging provided:
 - (A) The home point of a regular employee's assignment or
 - (B) The location of the extra board, for an extra board employee exceeds a thirty (30) mile radius from the location where the training program is conducted.
 - (2) Meals
 - (A) Trainees entitled to lodging will be allowed \$19.28 per day meal allowance for each day in attendance in classroom training unless lunch is provided by the Carrier. If lunch is provided, meal allowance will be \$12.86/day.
 - (B) Trainees not entitled to lodging will be entitled to a meal allowance of \$6.43 per day for each day in attendance in the training program unless lunch is provided by the Carrier.
 - (C) Meal allowances are subject to future general wage increases.
 - (3) Travel
 - (A) Trainees entitled to lodging will be allowed the same rate per mile generally allowed operating employees calculated by the most direct route to and from the lodging facility from the home point of a regular employee's assignment or extra board location to the location where the classroom training program is conducted.

- (B) During the on-the-job training portion of the training program trainees will be allowed expenses as provided for in the applicable UTU agreements.

ARTICLE 40

DEADHEADING

Section 1 - Payment When Deadheading and Service Are Combined

- (a) Deadheading and Service may be combined in any manner that traffic conditions require, and when so combined employees shall be paid actual miles or hours on a continuous time basis, with not less than a minimum day, for the combined service and deadheading. However, when deadheading from the away-from-home terminal to the home terminal is combined with a service trip from such home terminal to such away-from-home terminal and the distance between the two terminals exceeds the applicable mileage for a basic day, the rate paid for the basic day mileage portions of the service trip and deadhead shall be at the full basic daily rate.

Section 2 - Payment For Deadheading Separate From Service

- (a) For pre November 1, 1985 Employees: A minimum day, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed for the deadheading, unless actual time consumed is greater, in which event the latter amount shall be allowed.

NOTE: Employees deadheading separate and apart from service will be paid a minimum of a basic day and 50 cents per mile for all miles in excess of the basic day, at the rate applicable to the class of service in connection with which deadheading is performed. If actual time consumed is greater, it will be allowed instead.

EXAMPLE: An employee on a district of 200 miles who deadheads in 10 hours would be allowed a basic day (currently 114 miles), two hours at straight time for the time in excess of eight hours (29 miles) and 57 overmiles at .50 per mile ($114 + 29 + 57 = 200$).

- (b) For New Employees (Post October 31, 1985): Compensation on a minute basis, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed. However, if service after deadheading to other than the employee's home terminal does not begin within 16 hours after completion of deadhead, a minimum of a basic day at such rate will be paid. If deadheading from service at other than the employee's home terminal does not commence within 16 hours of completion of service, a minimum of a basic day at such rate will be paid.

A minimum of a basic day also will be allowed where two separate deadhead trips, the second of which is out of other than the home terminal, are made with no intervening service performed. Non-service payments such as held-away-from-home terminal allowance will count toward the minimum of a basic day provided in this Section 2(b).

Section 3 - Application

Deadheading will not be paid where not paid under existing rules.

Section 4

- (a) Employees deadheaded from terminal to terminal over an entire freight or passenger district either for service trip or after release from service trip, will be paid under applicable portion of Section 2.
- (b) Employees deadheaded in combined service to or from an outlying point to protect extra or assigned service, will be paid as continuous time or miles based on the service for which deadheaded. (Continuous time for an hourly rated job, or miles for a mileage rated job.), except when deadheaded to an outlying point to get rest prior to protecting service for which deadheaded; (Deadhead separate and apart from service), then deadhead will be paid under applicable portion of Section 2.
- (c) Deadheading resulting from the exercise of seniority will not be paid for. Employees returning to their home terminal or other points to exercise their seniority rights will not be paid deadheading, except extra employees sent under orders to relieve regular assigned employees or returning to the extra board, or their assignments.
- (d) A freight employee deadheading back to the home terminal after having protected passenger service will be paid freight rates for such deadheading, separate and apart from any other service. An extra board employee to be paid the deadhead rate applicable to the service for which the extra board was established.
- (e) Extra or made up crews deadheading to relieve crews tied up under the Hours of Service Law will be paid on a continuous time basis at the highest rate applicable to the trip. The crew deadheading account being tied up under the Hours of Service Law will be paid on a continuous time basis from initial terminal until arrival at the final terminal.
- (f)
 - (1) When an employee is authorized to use his private automobile for deadheading, he shall be allowed the same rate per mile generally allowed other employees for use of their automobile for the highway mileage traveled, station to station. Payment for the deadhead trip will be allowed under other applicable sections of this Article.
 - (2) Employees called to deadhead on a bus to or from an outlying point and of their own volition elect to go in their private automobile will be allowed the equivalent of the bus fare for one way or round trip as the case may be.
- (g) When train crews or employees are called to deadhead on a particular train (freight or passenger), bus or automobile, the arrival of such train, bus or automobile at the terminal will determine the first-in, first-out status of such crew or employee, provided they report their availability for service upon arrival.
- (h) When a crew is called to deadhead on a freight train, but, for their own convenience are permitted to deadhead on a passenger train, their turn will depart on the freight train on which they were called to deadhead and after departure from terminal will be governed by the Runaround En Route Rule, Section (g)(2), Article 17.
- (i) Conductors or trainmen will not be deadheaded through their home terminals except when no other conductors or trainmen are available and in such cases, a new day begins out of the home terminal. Deadheading through other than a home terminal on a continuous deadhead trip where this is permissible under the rules or interpretations thereof will be paid on a continuous basis.

EXAMPLES OF APPLICATION OF DEADHEAD RULE, ARTICLE VI

The amount of over-miles shown in the examples are on the basis of a 100 mile day. The number of over-miles will be reduced in accordance with the application of Article IV, Section 2, of the UTU 1985 National Agreement

The following examples illustrate application of the rule to all employees regardless of when their seniority date in train or engine service was established, except where specifically stated otherwise.

1. What payment would be due a trainman who performed road service on a train of 81 cars from A, the home terminal, to B, the away-from-home terminal, a distance of 170 miles, and deadheaded from B to A, with the service and deadhead combined between A-B-A?
 - A. A minimum day and 70 over-miles for the service and a minimum day and 70 over-miles for the deadhead, all at the 81-105 car rate, with service and deadhead combined.
2. What would be the payment under Question 1 if the distance between A and B were 75 miles?
 - A. A minimum day and 50 over-miles, all at the 81-105 car rate.
3. What payment would be due a trainman who performed road service on a train of 81 cars from A to B, a distance of 170 miles, taking rest at B, and then being deadheaded separate and apart from service from B to A, with the deadhead consuming 8 hours?
 - A. A minimum day and 70 over-miles, all at the 81-105 car rate for the service trip from A to B, and a minimum day at the basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed.
4. What payment would be due a trainman who performed road service on a train of 81 cars from A to B, a distance of 170 miles, taking rest at B, and then deadheading separately from service B to A, with the deadhead being completed in 10 hours?
 - A. He would be paid a minimum day and 70 over-miles, all at the 81-105 car rate for the service trip from A to B, and 10 hours straight time rate of pay at the basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed.
5. A trainman operates a train from his home terminal, point A, to the away-from-home terminal, point B, a distance of 170 miles. Upon arrival at the away-from-home terminal, he is ordered to deadhead, separate and apart from service, to the home terminal. The time deadheading is 5 hours. What payment is due?
 - A. A minimum day plus 70 over-miles for service. A minimum day for deadhead if employees' seniority antedates the date of this Agreement; otherwise, 5 hours.
6. Would at least a minimum day at the basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed be paid when a deadhead is separate and apart from service and the actual time consumed is the equivalent of a minimum day or less?

- A. Yes, for employees whose seniority antedates the date of the Agreement. Actual time will be paid to others.
7. A trainman is called to deadhead from point A to point B, a distance of 50 miles, to operate a train back to point A. He is instructed to combine deadhead and service. Total elapsed time is 7 hours, 30 minutes. What payment is due?
- A. A minimum day.
8. A trainman is called to deadhead from point A to point B, a distance of 50 miles, to operate a train from point B to point C, a distance of 75 miles. He is instructed to combine deadhead and service. What payment is due? Total elapsed time is 10 hours.
- A. A minimum day plus 25 over-miles.
9. A trainman operates a train from point A to point B, a distance of 50 miles. He is ordered to deadhead back to point A, service and deadhead combined. Total elapsed time, 8 hours, 30 minutes. What payment is due?
- A. A minimum day plus 30 minutes overtime.
10. A trainman operates a train from his home terminal, point A, to the away-from-home terminal, point B, a distance of 275 miles. After rest, he is ordered to deadhead, separate and apart from service, to the home terminal. Time deadheading is 9 hours, 10 minutes. What payment is due?
- A. A minimum day plus 175 over-miles for service, 9 hours, 10 minutes straight time for the deadhead.

The following examples illustrate the application of the rule to employees whose earliest seniority date in a craft covered by this agreement is established after the date of this Agreement:

1. A trainman is called to deadhead from his home terminal to an away-from-home point. He last performed service 30 hours prior to commencing the deadhead trip. The deadhead trip consumed 5 hours and was not combined with the service trip. The service trip out of the away-from-home terminal began within 6 hours from the time the deadhead trip was completed. What payment is due?
- A. 5 hours at the straight time rate.
2. What payment would have been made to the trainman in example 1 if the service trip out of the away-from-home terminal had begun 16 hours after the time the deadhead trip ended, and the held-away rule was not applicable?
- A. A minimum day for the deadhead.
3. What payment would have been made to the trainman in example 1 if the service trip out of the away-from-home terminal had begun 18 hours after the time the deadhead trip ended, and the trainman received 2 hours pay under the held-away rule?
- A. 6 hours at the straight time rate.

4. A trainman is deadheaded to the home terminal after having performed service into the away-from-home terminal. The deadhead trip, which consumed 5 hours and was not combined with the service trip, commenced 8 hours after the service trip ended. What payment is due?
- A. 5 hours at the straight time rate.
5. What payment would have been made to the trainman in example 4 if the deadhead trip had begun 16 hours after the service trip ended and the held-away rule was not applicable?
- A. A minimum day for the deadhead.
6. What payment would have been made to the trainman in example 4 if the deadhead trip had begun 18 hours after the time the service trip ended and the trainman received 2 hours pay under the held-away rule?
- A. 6 hours at the straight time rate.
7. A trainman is deadheaded from the home terminal to an away-from-home location. Ten (10) hours after completion of the trip, he is deadheaded to the home terminal without having performed service. The deadhead trips each consumed two hours. What payment is due?
- A. A minimum day for the combined deadhead trips.

QUESTIONS & ANSWERS

Deadheading: Payment When Deadheading and Service Are Combined

- Q1. If an employee works from his home terminal to the away-from-home terminal and then deadheads from the away-from-home terminal to the home terminal, is it necessary to notify the employee to combine deadhead and service prior to going off duty on the service trip?
- A1. Yes.
- Q2. Does the Carrier have the sole right to determine whether deadheading will be combined with service or paid for separately?
- A2. Yes.
- Q3. How is a crew or individual to know whether or not deadheading is combined with service?
- A3. When deadheading for which called is combined with subsequent service, will be notified when called. When deadheading is to be combined with prior service, will be notified before being relieved from prior service. If not so notified, deadheading and service cannot be combined.
- Q4. Can notification to combine deadheading and service be included in a bulletin: e.g., where a crew regularly performs deadheading that the Carrier wishes to combine with service?
- A4. Yes.

- Q5. Where deadheading is combined with service with a mileage component, what is the rate of pay for the deadhead portion of the trip?
- A5. The rate of pay allowed for the service portion of the trip.
- Q6. Does the new deadhead rule deal in any way with employees using their personal automobiles to deadhead?
- A6. No. Use of automobiles is not involved in this rule and local agreements and understandings continue to apply.
- Q7. Are local agreements such as "if deadheaded by highway, highway mileage applies and if deadheaded by rail, rail mileage applies" preserved by the new agreement?
- A7. Yes, in those situations where deadheading is combined with service and is paid for on a mileage basis.
- Q8. In situations where the carrier chooses to combine deadheading with service, at what point does initial terminal delay begin?
- A8. At the point and time the crew actually reports on duty for the service trip.

QUESTIONS & ANSWERS

Deadheading: Payment For Deadheading Separate From Service

- Q1. Can a runaround occur when a crew working into the away-from-home terminal is relieved and deadheaded home separate from service?
- A1. Local runaround rules continue to apply.
- Q2. Are preexisting rules which provide for less than a minimum day payment when deadheaded separate and apart from service eliminated so as to now require payment of a basic day when applicable?
- A2. Yes, unless the carrier has notified the organization of their desire to retain their preexisting rule on or before November 1, 1985.
- Q3. Section 2(a) provides that the payment to present employees for deadheading separate from service is a minimum day at the basic rate applicable to the class of service in connection with which deadheading is performed. Does this supersede the current rule which provides that payment for deadheading on passenger trains shall be at ½ rate?
- A3. Yes.

ARTICLE 41

HOURS OF SERVICE

- (a) Train crews in freight service will not be released between terminals except as prescribed by law.
- (b) 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 ten hours on duty under the Federal Law, or within two hours of the time limit provided by State laws, if State laws govern.
- (c) If the road crews are tied up in a less number of hours than provided in the preceding Section, they shall not be regarded as having been tied up under the law, and their services will be paid for under the individual schedules of the different roads.
- (d) 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, to be the period of rest for the entire crew.
- (e) A continuous trip will cover movement straight away or turnaround, from initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.
- (f) Road crews tied up under the law will be paid the time or mileage of their schedule, from initial point to tie-up point. When such crews resume duty on a continuous trip, they will be paid miles or hours, whichever is the greater, from the tie-up point to the next tie-up point, or to the terminal. It is understood that this Article does not permit crews to be run through terminals unless such practice is permitted under their schedule.
- (g) Road crews tied up for rest under the law, and then towed or deadheaded into terminal, with or without engine or caboose, will be paid therefor as per Section (f) of this Article, the same as if they had run the train to such terminal.

Nothing in the foregoing Article shall render inoperative Article 12(b).

EXAMPLE 1:

A train leaves Shawnee at 0700 after having the legal amount of rest. If they are on the road at 1700 that night, they are subject to tie-up and shall receive no time while tied up.

If the crew ties up before the 10 hours have elapsed, they shall be paid for time while so tied up.

EXAMPLE 2:

A crew leaves Shawnee at 0700 and is tied up at 1300, 1400, 1500 or 1600, or at any time between 0700 and 1700, being at a time before 10 hours have elapsed, shall be paid for the tie-up, under their respective schedules.

EXAMPLE 3:

A crew is tied up for 10 hours rest at 1200. They are not to receive any pay between 1200 and 2200, but their time begins at 2200 whether the train is moving or not.

The same rule applies to a case where they are tied up for only a hours' rest, and the Company has the privilege of tying them up for either 8 or 10 hours in accordance with the greater amount of rest necessary by any member of the crew.

The Company reserves the right to change the destination of any train without establishing a new run, after the train has departed from its point of origin, and at any time before it reaches its originally proposed destination, or before the crew is released for rest.

EXAMPLE 4:

A train leaves Temple for Somerville turn. Before the train reaches Somerville, or after it arrives at Somerville and before the crew is released for rest, the Company reserves the right to change the destination of the train, as it may see fit, without starting a new day or trip.

Crews taking rest after train is tied up by operation of the laws, will not be required to perform any service except to watch engines in emergency cases, during the period required to be off duty in accordance with the laws, but will resume duty or service at expiration of the legal period off duty. The Company to see that employees are given requisite notice to permit this being done.

EXAMPLE 5:

A crew having been on duty less than 12 consecutive hours is released at 1200. Under the law they shall have 8 hours uninterrupted time off duty. At 2000, the expiration of the legal time, pay of the crews shall commence, and after receiving requisite notice to permit its being done, shall be ready to perform such service as is necessary for completion of the trip. When crew has been on duty 12 or more consecutive hours, it is understood that the legal period off duty shall be 10 hours.

A crew, or any member or portion of a crew, leaving a terminal with previous service and is tied up in compliance with the law before the expiration of the 10-hour period of the entire crew, for that trip, will be paid in accordance with respective schedules.

EXAMPLE 6:

If a crew, or any member or portion of same, arriving at a terminal after having been 5 hours on the road, is required to again leave the terminal before taking the legal amount of rest and by operation of the Federal Law is required to tie up after having been on duty only 6 hours, time is to be allowed while taking such rest, in accordance with the respective schedules.

If tied up after the entire crew has performed 10 hours service, then the entire crew will be considered as tied up in accordance with the Chicago Agreement and no member of the crew will be entitled to pay for the legal time required to take rest.

EXAMPLE 7:

If a crew, or any member or portion of a crew has previous service without having the legal amount of time off duty, as required by law - for instance, 1 hour – and by operation of the law is required to tie up for rest, and after the entire crew has been on duty on that trip more than 10 hours, then the entire crew shall be considered as tied up in compliance with Chicago Agreement and will not be allowed compensation for the legal period of time tied up.

It is not the desire of the Company that crews be tied up on the road, and instructions are in effect that every reasonable effort shall be made to get them over their districts within the time prescribed by law, and crews will not be tied up after the 10-hour limits, unless it is necessary under the law to do so, and in conformity with Section (b) of this Article.

The above rules or examples will not conflict with Section (a) of this Article.

- (h) Relieving crews tied up under the Hours of Service Law: Extra or made up crews will be called and used to relieve crews tied up under the Hours of Service Law.

Extra or made up crews deadheading to relieve crews tied up under the Hours of Service Law will be paid on a continuous time basis at the highest rate applicable to the trip. The crew deadheading account being tied up under the Hours of Service Law will be paid on a continuous time basis from initial terminal until arrival at the final terminal.

(Exception: See Article 30(c).)

NOTE: When a member of a standard crew ties up en route under the Hours of Service Law, the employee will be allowed deadhead into the terminal on a continuous time and mileage basis. The remaining crew member will continue the trip and will be paid for the entire trip for which called, as well as a separate basic day's pay into the terminal.

After a member of a standard crew ties up en route, the remaining crew member will not be required to perform switching nor make more than two straight set-outs or two straight pick-ups, or one of each, excluding bad orders.

ARTICLE 42

USE OF EMPLOYEES WITH PRIOR SERVICE

- (a) When an extra employee with prior service is not used for that reason to protect a vacancy, he will be paid a basic day if the employee actually used performs the required service within the time such employee had to his credit under the Federal Hours of Service Law. Not more than one employee will be eligible for this payment for each such vacancy.
- (b) When a regular assigned employee with prior service is not used on his regular assignment, he will be paid the same as if he had been used if the employee actually used performs the required service within the time the regularly assigned employee had to his credit under the Federal Hours of Service Law.
- (c) The term "required service" means a single trip terminal to terminal, or a double; i.e., a trip terminal to terminal and doubling back to the original terminal, as the case may be.
- (d) Conductors and/or brakemen who are not fully rested under the Hours of Service, will not be used out of the home terminal or extraboard point unless they have sufficient time to make the trip for which called. In no event will they be used with less than four hours to work from the time required to report for duty, if another employee is available. No payment will be due an employee run around account less than four hours to work.

ARTICLE 43

TYING UP FOR REST

- (a) Any employee needing rest will be given not less than eight (8), nor more than ten (10) hours off duty, regardless of the length of time on duty the previous trip, provided written application is made to the trainmaster on or before arrival at the terminal. Employee calling for rest will not be called until one hour and thirty minutes prior to expiration of requested rest.
- (b) When any member of a train crew calls for rest, the entire crew will be held until that member's rest is up. In such instances, the crew will hold its turn until the rest period is up but following crews may run around the crew laying over for rest, and when so run around, no payment will be due under the Runaround Rule.

Without diminishing any existing rules concerning ground service employees requesting additional rest at the home terminal, the following provisions will apply in through freight service:

1. A trainman in through freight tying up at home terminal, who accumulated at least eight (8) consecutive hours chargeable to the Hours of Service Law, including continuous time trips of eight hours or more, may request to have prior to his next trip fourteen hours of rest at home terminal as long as allowing additional rest will not delay trains.

NOTE: This is to confirm my advice by telephone today regarding the way we intend to apply our tentative "14 hour rest" agreement. If the agreement is ratified, Santa Fe will guarantee that any through freight trainman who correctly requests 14 hours rest at the home terminal under the agreement, will have his request granted. In short, no trainman's request under the agreement for 14 hours rest at the home terminal will be denied based on the possibility of train delay. (*Sept. 20, 1994 Letter of J.J. Fleps*)

2. A trainman requesting additional rest must do so to the crew technician at the time of tieup.
3. A tieup granted by the crew technician under this agreement cannot later be revoked by the employee or taken away by the Carrier and must be for 14 hours.
4. When a tieup is granted under this agreement following trainmen will without penalty be run around the trainman tying up for rest.
5. A trainman tied up for additional rest under this agreement will not be considered as having missed a call if called outside of the regular calling time for 14 hours rest

EMPLOYEES REQUIRING REST

- (c) Any employee after continuous service of twelve (12) hours or more, must take ten (10) hours off duty before being again permitted to go on duty, except in case of emergency, as prescribed by law.

- (d) When one or more members assigned to a crew require legal rest as a result of prior service of his (their) assigned crew or turn, the crew will be held until such required rest is secured. If not so held, the tied up crew members(s) will be allowed the mileage made by the turn.

ARTICLE 44 ASSIGNMENTS

Section I

NOTE: *See Article 2, Northern – Southern (Texas) Grand Seniority:*

12. Employees will only be permitted to transfer from one seniority district to another by way of bidding, or bumping, and there are no employees off-in-force or on stay-at-home on the district to which transfer is desired.
13. All standing request (bids) for transfer from one seniority district to another will be destroyed as of 12:01 a.m., October 1 of each year, and those so desiring shall be required to submit a new standing request (bid) to be effective at that time. Such request may be withdrawn at any time prior to being notified that the request is honored. Once a request is honored, it may not be withdrawn and any additional requests on file will become null and void. The employee must report at the new location within 72 hours from release from current assignment.
15. Employees voluntarily transferring from one seniority district to another must remain in the district to which transferred for a period of not less than six months unless unable to hold any assignment or the extra board in road or yard service, in which event the employee may go off-in-force reduction or return to the district from which transferred and exercise seniority, if possible.

NOTE: *(Also see Article 2, Santa Fe and Midwest Grand Seniority)*

Section II: Standing Bids

Schedule rules and agreements covering assignments and vacancies for conductors, trainmen and yardmen are changed as follows:

- a. An employee in train or yard service may exercise seniority by bidding or bumping on any position as conductor, trainman or yardman for which eligible under the current agreements.
- b. A vacancy (including vacation) of 10 days or longer in train or yard service, including extra boards, will be considered as permanent and filled by a standing bid. Vacation vacancies of two weeks or more at outlying points where no standing bid is received will be protected by the governing extra board. All standing bids for 12:01 a.m. Monday vacations must be on file no later than 10:00 a.m. on Sunday.
- c. All standing bids for conductors', trainmen's and yardmen's vacancies will be destroyed as of 12:01 a.m., October 1 of each year, and those so desiring will be required to submit new standing bids to be effective as of that time. A standing bid will also be destroyed when a conductor, trainman or yardman is assigned to a vacancy on the basis of his first choice on the standing bid. The standing bid will also be destroyed when a conductor, trainman or yardman is the successful applicant for an advertised assignment.
- d. An employee whose former assignment has been filled during his absence under Section 2 hereof will, upon marking up for service, exercise seniority.
- e. When exercising seniority, a conductor or brakeman desiring to displace on an extra board will displace the junior employee.

NOTE: An employee displacing on the extra board will displace the junior employee and then be marked to the bottom of the board.

- f. New assignments (other than increases to pool freight and extra boards) will be advertised. The senior applicant will be assigned at the time the bulletin closes, which will be 10:00 a.m. An assignment that has been impaired under Article 44 Section III(a)(3) of the Trainmen's Schedule or Article 27(a) of the Yardmen's Schedule will be advertised as a new assignment. Advertisements will be posted for five days.
- g. Standing bids must be in writing and filed with the proper authority. A copy of the standing bid must be retained by the employee.
- h. Only one standing bid may be on file at any one time. The standing bid must designate the assignments desired in preference order, regardless of grade of service (i.e. conductor, brakeman, yardman) or class of service (i.e. through freight, extra board, local, etc.). The most desired assignment will be designated as first choice, the next most desired assignment as second, etc. In the event an applicant is the senior bidder for more than one vacancy being filled simultaneously, he will be assigned to the one for which he has indicated the greatest preference.

NOTE 1: If an applicant is the senior bidder for an assignment based on other than his first choice on the standing bid, the entire standing bid form remains intact. For example, an applicant with 10 choices on his standing bid is awarded choice No. 5. In this case, choices 6-10 remain but he would not be assigned to any of these choices while occupying an assignment of higher choice.

NOTE 2: An employee may designate a particular pool turn; however, an employee is limited to no more than 20 choices on his standing bid.

- i. A standing bid may be changed or withdrawn at any time prior to the date it is honored by serving written notice to the proper authority, but such change or withdrawal will not be effective until 48 hours after it is filed. A copy of such change or withdrawal must be retained by the employee.

NOTE: A standing bid will take effect immediately when submitted if the employee has no standing bid on file or did not change, withdraw or have a standing bid destroyed Under Section 3 within the previous 48 hours.

- j. An employee who is granted formal leave of absence for ten or more days will be obligated to observe a minimum of ten days and will not be permitted to mark up available for service until after the expiration of the tenth calendar day.
- k. An employee will not be permitted to voluntarily relinquish his position other than by bidding unless he has held the position for at least 30 consecutive days and will then be permitted to exercise seniority.

NOTE: This section does not apply to the supplemental extra board or the reserve board. An employee at an outlying point desiring to voluntarily relinquish his position must remain thereon until relieved under schedule rules.

- l. When the number of employees on an extra board is reduced, the junior employee(s) will be removed, unless there are requests from senior employees. When the number of turns in a freight pool is reduced, the turns will be removed in reverse numerical order.

- m. An employee losing his assignment, including extra board, through no fault or action or his own must, unless he receives permission to lay off, exercise seniority within 48 hours, calculated from time of notification or release from assignment, whichever is later, commencing with the first full calendar day thereafter. If the employee fails to make displacement within the 48 hour period, he will lose his bump and be forced to displace the junior employee at the source of supply. This will not change the demarcation between road and yard.

NOTE: If an employee fails to make a displacement within 48 hours and no one his junior is at the source of supply, he then becomes available to relieve an employee his senior on the seniority district who has a request on file to be relieved.

- n. In the absence of a bid for a permanent vacancy or new assignment, the position will be filled in the following sequence:

- (1) Conductor's vacancy - The junior promoted conductor working as a brakeman at that location (source of supply).

NOTE: In filling conductor vacancies, if a conductor is to be assigned (either by bid or force assignment) who is junior to a conductor involuntarily off in force with a request on file to be recalled to that terminal, said conductor who is off in force involuntarily will be recalled and assigned the same as though he was on the working list and had placed a bid therefor.

- (2) Brakeman's vacancy - The junior brakeman on the extra board at that point (source of supply).

NOTE: Occupancy on the combination board is considered as occupying a brakeman's position at the source of supply for force assignments under (1) and (2). If an employee is force assigned, he must make notification to the proper authority of his desire to be released prior to the end of his first tour of duty on the new assignment.

- (3) Yardman's vacancy - Fill under yardmen's schedule rules.

NOTE (A): When an employee is force assigned, he may at that time give written notice of his desire to be relieved when a junior qualified employee becomes available at that source of supply, giving copy to local chairman(men). When the junior employee becomes available (i.e., is marked up and ready to work the assignment), the employee who had been force assigned will be released from the assignment, and the junior employee will be placed on the vacancy. No deadhead pay will be allowed in connection therewith. The employee released, if released from a conductor's position, will have a full exercise of seniority. The employee released, if from a brakeman's position, must return to the brakemen's extra board.

NOTE (B): Paragraph 14 (a) and (b), of this Section A, is amended as follows on Seniority District No. 3, Galveston:

In the absence of a bid for any permanent vacancy or new assignment at any location on this seniority district, an employee will not be force assigned. The position will remain blank and be protected by the combination extra board until an employee with a bump exercises seniority to the blank position or an employee fails to exercise seniority within the allotted time, in which case such employee will be force assigned to the first vacant position scheduled to go to work. An employee force assigned under these circumstances will not be entitled to deadhead payment under any circumstances.

A combination extra board employee called to protect a blank position (no employee currently assigned) that is advertised to work five or six days per week at an outside location will be relieved at the completion of the tour of duty on the last work day of the assignment preceding the assigned rest day(s) or may be released by "seven day letter."

In the event that it is necessary to have a combination extra board employee continue to protect the vacancy following the day(s) off, the employee standing first out on the combination extra board will be used.

Payment for deadheading for such blanked position will be made, only, for the first and last deadhead trips during which the assignment was vacant only.

An employee who loses his bump by his failure to exercise seniority within the time allotted (currently two calendar days), will stand for assignment to the blank position that is due to work next. The employee assigned under these circumstances will not be entitled to any deadhead payment and cannot request relief under the force assignment rules.

NO STANDING BID AGREEMENT IN EFFECT

Section III: The following conditions apply when 'standing bid' agreement is not in effect:

- (a) (1) All new positions and permanent vacancies for conductors in regular service, and for brakemen (head-end or rear-end vacancies) in regular or chain gang service, will be posted in bulletin books at all terminals on the division or seniority district affected for a period of five days including date of bulletin. Reference to head-end or read-end vacancies for brakemen is for identification only and not for any other purpose.

Vacancies for conductors in chain gang service will be filled in accordance with Article 7 (Single Seniority).

The senior employee, not restricted by provisions of the Single Seniority, District or Dual Seniority Rules, making application in writing prior to the close of the bulletin at 12:00 Noon the fifth day in accordance with Section (b) of this Article will be assigned at 10:00 AM the sixth day.

EXAMPLE:

If bulletin posted on the first day of a month, bids will close 12:00 Noon the fifth and assignment made 10:00 AM the sixth.

- (2) New and permanent vacancies will not be posted or assignments made on Sunday and/or legal holidays, but will be made promptly following the opening of the issuing office on the first succeeding work day.

IMPAIRMENT OF ASSIGNMENTS

- (3) Regular runs, other than road switchers, will be re-posted when any of the following changes occur:
 - (A) Change in terminal or layover point,
 - (B) Change in bulletined on-duty time as much as two hours since last posted,
 - (C) Change in limits of assignment,
 - (D) Change in the bulletined mileage scheduled to operate to reduce or increase the compensation as much as one basic day's pay in the month, or
 - (E) Change in the class of service.

Road switchers will be posted and handled in accordance with Article 16.

BULLETINS

- (4) Bulletins covering regular assignments will stipulate a specific-on-duty time.
- (b) When submitting an application for a vacancy on any posted assignment, the application shall be made in duplicate and witnessed by either a yardmaster, yard clerk, agent or clerk, showing the time and date witnessed. The original shall be mailed by the party witnessing the application to the proper designated office and copy retained by the party making application. In making application for more than one vacancy, separate applications must be submitted for each vacancy and preference indicated in order desired.

All applications for either posted or non-posted vacancies, must be properly witnessed, with the name of the party witnessing, time and date application was witnessed, shown on face thereof. Any application received not properly witnessed, with name of party witnessing, time and date witnessed, not shown on the face of such application will not be honored. If application is submitted at an outlying point where necessary to mail or transmit by wire, the party witnessing will immediately upon receipt of such application notify the Trainmaster's Office or the authorized party who is to make the assignment that an application has been received from (name of party making application) for Bulletin No. _____ dated _____, or if for non-posted vacancy, state from whom and for what position the application is being submitted. The party witnessing will thereafter promptly mail the original application to the proper Trainmaster's Office or authorized party who is to make the assignment, with copy of properly witnessed application being retained by the party submitting the application.

- (c) If a bulletin is posted to permit the assigning of the successful applicant in advance of the effective date of an assignment, the regularly assigned employed will remain on the assignment during the posting period and until the effective date of the assignment.

- (d) If a bulletin is posted which will not permit the assigning of the successful applicant prior to the effective date of an assignment, the regularly assigned employee shall relinquish the assignment following the completion of tour of duty on the date prior to the effective date of the assignment and extra employees will be used to protect the assignment thereafter, until the successful applicant is assigned and available, except in the application of Section (r) (Bid Bump Rule) of this Article.
- (e)
 - (1) In the absence of an application for any regular assignment as conductor posted under Section (a) of this Article, it will be filled in accordance with Article 7 (single Seniority). When a conductor is force assigned under these circumstances, he will be permitted to relinquish such assignment upon written request to Crew Management when a junior conductor, not working as such, becomes available at the governing home terminal and may exercise his seniority as a conductor or trainman on the position of his choice or take the extra board. The relinquished assignment will be posted in accordance with Section (a) and if such assignment is at an outlying point where no extra board or relief service is maintained, the conductor relinquishing the assignment will remain thereon until it has been posted, a successor assigned and reports for duty. Deadheading by either party involved will be without expense to the Company.
 - (2) In the absence of an application for any assignment as brakeman posted under Section (a) of this Article, the junior trainman assigned to the trainmen's extra board at the governing home terminal will be assigned the same as if he had made application therefor. If the assigned junior trainman is not available and the vacancy exists at the home terminal where an extra board is maintained, it will be protected from the extra board until the assigned junior trainman is available; if the vacancy exists at an outlying point, the trainman who protected the vacancy during the posting period will remain thereon until the assigned junior trainman is available.
 - (3) A junior trainman assigned to a chain gang pool under the preceding paragraph will be permitted to make one round trip before he can be displaced by a senior trainman who has voluntarily relinquished his assignment.
 - (4) A conductor assigned to or displacing on a regular assignment will be required to make at least one trip on such assignment to establish himself in that service before he will be permitted to displace in chain gang service.
- (f) When a trainman is placed on the conductor's extra board, or assigned to a conductor's vacancy, his vacancy as trainman will be posted in accordance with Section (a) of this Article; it being understood that his rights as trainman shall not be affected and when he is no longer assigned as a conductor, he will be permitted in accordance with applicable rules, to take any assignment as trainman to which his seniority entitles him.
- (g) All new runs or assignments will be manned by extra conductors during period of advertisement. This rule not to be construed as conflicting with provisions of Article 14 and Section (r) (Bid Bump Rule) of this Article.
- (h) When a new run is created in freight service, conductors protecting such run during period of advertisement shall be paid the same rate and on the same basis as will apply after the assignment.

- (i) (1) Any employee losing his assignment through no fault of his own shall be entitled to take any run or assignment on his seniority district in either road or yard service for which he is qualified and his seniority entitles him in accordance with Single Seniority, District and Dual Seniority Rules, it being understood that an employee, whose assignment is declared vacant and bulletined as a new run, in accordance with provisions of Section (a)(3) of this Article, cannot take the new run unless he makes application for same in accordance with the bulletin advertising the vacancy.

NOTE: The above is also applicable to road switcher assignments.

- (2) The Single Seniority, District and Dual Seniority Rules will govern in determining whether a man is eligible to move from one craft to another or from one yard to another yard under the thirty (30) day clause.
 - (3) An employee entitled to make a displacement must make written application for position on which he desires to displace within 48 hours of proper notification of losing his assignment through no fault of his own or forfeit his right to do so, following which trainmen will be placed on the trainmen's extra board and conductors will be placed on the governing conductors' extra board. If no such extra board available, then the conductor will be placed on the governing trainmen's extra board. In calculating the 48 hours, time off account vacation are not to be counted, nor days protecting temporary vacancies of less than 30 days as conductor.
- (j) An employee will lose his displacement rights when assigned as the successful applicant to a vacancy prior to the expiration of the 48 hours referred to in Section (i).
 - (k) Conductors displaced by seniority rules, impairment or cancellation of assignment shall declare for reassignment or lay off. They shall not be permitted to declare for reassignment until ready to resume duty.
 - (l) (1) A regular assigned employee who is physically restricted from the service to which assigned will be given a displacement right, but must exercise same within 48 hours from date of notification by the Superintendent of his physical restriction.
 - (2) When the physical restriction is lifted, the employee will be given a displacement right providing he exercises same within 48 hours from date of notification by Superintendent that the physical restriction has been lifted.

EXERCISING SENIORITY

- (m) An employee exercising his seniority will notify the proper designated authority in writing, at the time he requests to make displacement, as to the assignment on which he desires to displace, and will be required to protect the assignment for at least one trip unless he loses this assignment through no fault of his own or is successful applicant for another assignment. The employee displaced will be permitted to exercise his seniority in accordance with Section (i) of this Article.
- (n) When an employee is notified by Crew Management that he has been displaced, he may at that time make written request to Crew Management to exercise his seniority. If notified of his displacement by telephone, he may also make request by telephone to exercise his seniority and must confirm such request in writing before going on duty, but Crew Management will not be required to furnish information by telephone as to positions held by junior employees.

- (o) In the assigning of trainmen or yardmen to bulletined new positions or vacancies, it will not be permissible to have any employees off in force reduction at any point or terminal who hold seniority in the class of service to which the vacancy belongs while junior employees are working at the point or terminal in the same class of service; therefore, applications received from trainmen or yardmen, who are junior to the employees who hold seniority in the class of service to which the vacancy belongs, and who are off in force reduction, will not be accepted. In these instances the junior employee on the extra board, in the class of service to which the vacancy belongs, will be assigned, the same as if he had made application.

NOTE: Where the term "in the class of service to which the vacancy belongs" is understood to mean either "road" or "yard". In applying the above principle, the following will govern:

- (1) When a vacancy is posted for either a trainman or a yardman, and no applications are received, the junior employee on the extra board in the class of service to which the vacancy belongs will be assigned the same as if he had made application.
- (2) When a vacancy is posted for either a trainman or a yardman, and an application is received from an individual in either class of service while there are senior trainmen or yardmen off in force reduction at the terminal who hold seniority in the class of service to which the vacancy belongs, the application will not be accepted. In these instances the junior employee on the extra board, in the class of service to which the vacancy belongs, will be assigned the same as if he had made application.

EXAMPLE: An assigned local is bulletined for two trainmen and at the same time there are three prior rights trainmen off in force reduction at the terminal of the assignment. Application was received from a prior rights trainman, who was senior to the three trainmen off in force reduction. Proper handling would be to assign the prior rights trainman who made application and the junior trainman on the trainmen's extra board.

If applications are received from prior rights yardmen, they will not be recognized, and instead, the vacancies will be filled as outlined in the example, i.e., by assigning the prior rights trainman and the junior trainman on the trainmen's extra board.

This same principle will apply in making assignments for yard helpers when prior rights yardmen are off in force reduction and no applications received. In other words, sufficient number of junior employees on the yardmen's extra board will be assigned the same as if they had made application for the vacancies. If any prior rights trainmen make application, their applications will not be recognized.

- (p) In the absence of an application for a posted vacancy on the Dublin District belonging exclusively to either the Southern Division or the Northern Division, it will be filled by assigning the junior trainman on the trainmen's extra board from the terminal to which the vacancy belongs, Brownwood or Cleburne, as the case may be. If, however, the vacancy belongs jointly to Brownwood and Cleburne, it will be assigned to the junior trainman on the trainmen's extra board from the two terminals, the same as if he had made application.

NOTE: In the handling of a vacancy belonging jointly to Brownwood and Cleburne, if a trainman is to be assigned who was junior to a trainman off in force reduction at either Cleburne or Brownwood, it would then be necessary to assign the senior trainman off in force reduction at either Brownwood or Cleburne the same as though he had made application.

- (q) (1) Employees who are on vacation, laying off, or on leave of absence during the time a vacancy is bulletined, will be permitted to make application for such vacancy, provided they do so when they report or mark up for service.
- (2) Under this rule an employee returning to service cannot make application for any vacancy which was advertised prior to the time he went off duty on the date he last performed service, even though the advertisement may have expired while the employee was still absent.
- (3) This rule will not permit a trainman to displace on a chain gang vacancy in freight service unless he has properly acquired displacement rights during his absence, except when the chain gang vacancy is bulletined in accordance with schedule rules.

BID BUMP

- (r) A conductor or trainman entitled to a seniority displacement will be permitted to displace on an assignment in effect and under advertisement provided such request is made in writing to Crew Management prior to the exercise of such displacement and prior to the time an assignment is to be made. Such written request will be considered as an application for such an assignment.

NOTE (1): A Northern and Southern Division conductor or trainman may displace under the above rule on an assignment in effect and under advertisement on the Dublin District but only on an assignment which is allocated to his seniority district.

NOTE (2): Should a conductor or trainman exercise the above privilege and not be the senior applicant for the assignment on which displaced, he again will be entitled to a seniority displacement.

- (s) A conductor, trainman or yardman entitled to an exercise of seniority will displace on the assignment of his choice not less than one hour prior to the period of time specified for calling such assignments.

EXAMPLE 1: If the specified period of time for calling crew members for an assignment is 1'30", displacement must be 2'30" prior to on-duty time.

EXAMPLE 2: If the specified period of time for calling crew members for an assignment is 3', displacement must be 4' prior to the on-duty time.

A displacement may be made at any time prior to the specified period of time for calling crew members for assignment when such assignment has not been filled or is not being protected by another employee.

If the displacement is not made in accordance with the foregoing, the conductor or trainman who is being displaced will be used on the assignment and remain thereon until it returns to the point where displacements are made. The yardman who is being displaced will be used on the assignment until completion of that tour of duty.

Side Letter No. 1:

This has reference to our meeting in Euless, Texas, on February 26-27, 1992, with your local chairmen, concerning implementation of Article XVII, Standing Bids, of the Memorandum of Agreement signed February 7, 1992.

We agreed the interpretations to the following sections of Article XVII will apply:

Section 3 Employees will not include requests for the reserve board or supplemental extra board on their standing bid. Also, if an employee makes a separate request for the supplemental guaranteed extra board or reserve board and it is accepted, his standing bid will be destroyed.

Section 4 An employee on a reserve board who observes a two or more week vacation will not have an exercise of seniority.

Section 5 An employee displacing on the extra board will displace the junior employee and then be marked to the bottom of the board.

Section 6 Article 17 of the Yardmen's Schedule should read Article 27.

Section 8 An employee may designate a particular pool turn; however, an employee is limited to no more than 20 choices on his standing bid.

Section 11 This section does not apply to the supplemental extra board or the reserve board. An employee at an outlying point desiring to voluntarily relinquish his position must remain thereon until relieved under schedule rules.

Section 13 If an employee fails to make a displacement within 48 hours and no one his junior is at the source of supply, he then becomes available to relieve an employee his senior on the seniority district who has a request on file to be relieved.

Section 14 Occupancy on the combination board is considered as occupying a brakeman's position at the source of supply for force assignments under (a) and (b). If an employee is force assigned, he must make notification to the proper authority of his desire to be released prior to the end of his first tour of duty on the new assignment

If the foregoing correctly describes our interpretation, please sign below.

ARTICLE 45

ASSIGNED STARTING TIME

- (a) Employees assigned to regular runs, except in passenger service, will have an assigned starting time which shall be specified in the bulletin covering the assignment. If brought on duty in advance of the time specified in the bulletin, a minimum payment of 100 miles at the rate of the service performed will be allowed separate and apart from all earnings of the regular assignment. If notified in writing before going off duty on previous trip that a bulletin has been posted changing the starting time of the assignment, the assigned starting time will be considered as having been properly changed and no extra payment will be due. Where the change in starting time is sufficient to require reposting under the Impairment Rule (Article 44 (a)(3)), the run will be reposted.

NOTE: This will not preclude Carrier placing employees on duty as much as three hours (within the same calendar day) in advance of time specified in the assignment bulletin in cases where it is essential to advance livestock shipments or to assist or expedite restoration of service in case of an emergency, such as: storm, washout, wreck, or bridge burned, all within the limits of the crew's assignment.

Penalty payment specified in this Article will be waived in the above circumstances.

- (b) Employees assigned to regular runs, except in passenger service, brought on duty subsequent to starting time as specified in the bulletined assignment, will be paid from starting time as specified in bulletined assignment, unless notified at least one hour, thirty minutes in advance of the starting time, as specified by bulletin assignment that their services will not be required until a specified time, or until called. If so notified and placed on duty more than two (2) hours (within same calendar day) after their starting time as specified in bulletin, their pay will start two (2) hours after bulletined starting time.

NOTE 1: The above paragraph will have no application where Hours of Service Law prevents earlier on-duty time than that for which the employees are called.

NOTE 2: When initial terminal delay is involved, it will be computed on basis of time crew actually placed on duty.

NOTE 3: This will not preclude Carrier placing employees on duty as much as three hours (within the same calendar day) after the time specified in the bulletin assignment when it is necessary to hold for a connection having livestock for their assignment, or when an emergency, such as storm, washout, wreck, or bridge burned, all within the limits of the crew's assignment, makes it impractical to call the crew for its regular starting time as specified in the bulletin assignment. In such instances pay will start at the time crew is placed on duty, but no later than three hours after the time specified in the bulletin assignment.

ARTICLE 46

DESIGNATED ON AND OFF-DUTY POINTS, BEGINNING AND ENDING OF DAY

In all classes of road service, other than passenger, employees shall have a designated point for going on duty and a designated point for going off duty (which shall be the same) at their terminals. Such points, which may vary as between different classes of service and as between head and rear trainmen, will be specified by bulletin, and any change in designated on and off-duty points will only be made by giving not less than seventy-two (72) hours written notice. Employees' time shall commence at the time they are required to report for duty at the on-duty point and shall continue until they are relieved at the designated off-duty point. The Management may designate the time for reporting for duty. When train is finally yarded and all duties in connection with their train are completed, and employees are in excess of one (1) mile from designated off-duty point, Carrier will furnish transportation to such point.

NOTE 1: "Designated point," specified by bulletin, as used herein, means a fixed location, such as engine tie-up track, yard office or station.

NOTE 2: Work trains tying up at outlying points will not be subject to the bulletin requirements of this rule at such outlying points.

ARTICLE 47

ABOLISHING ASSIGNMENTS

Regular assignments (runs) in road service, other than passenger shall be abolished at the home terminal of the assignment. When so abolished, employees will be notified in writing not later than arrival of their assignment on final trip at the home terminal. Failing to comply with this rule, employees will be allowed one minimum day at the rate of service last performed on the assignment.

ARTICLE 48

ASSIGNING CREWS TO THROUGH OR JOINT RUNS

- (a) When crews run over more than one seniority district the assignment of crews to the through run will be made as nearly as practicable on the basis of mileage on each seniority district.
- (b) Equalization of mileage when two or more seniority districts are involved will be subject to negotiations between the representatives of the Company and the Organization.

ARTICLE 49

CALLING CONDUCTORS AND TRAINMEN

- (a) Employees (conductors and trainmen) in pool freight and unassigned service, and extra employees, will be called first in, first out. Employees not called in proper turn will be allowed one basic day and remain in the same position they were prior to being runaround.
- (b) All employees will be called one hour and thirty minutes (1'30") before scheduled on-duty time or as near as possible there to.
- (c) All agreement rules, awards or practices, however established, which provide for calling employees in person or which provide for giving calls to employees for their regularly assigned on-duty times at home terminals are eliminated.

NOTE 1: If an employee is establishing a new residence, he/she will have up to twenty one (21) days to secure and have installed a working phone and/or provide a pager number.

When unable to contact an employee for service by telephone, some responsible person will verify the call in writing, and the telephone operator will be contacted to verify if telephone is in proper working order.

- (d) Employees will report for duty at such time in advance of time set for departure of train as may be required by Superintendent.
- (e) An employee, after having been called to report for duty, will not be considered as available for other service developing within one hour, thirty minutes (1'30") prior to the time he is to report for duty except in case of emergency, it being understood that the word "emergency" means instances when it is necessary to use an employee account no other employee available to perform the other service.

EMPLOYEES CALLED AND NOT USED

- (f) Employees called for duty and released after the time of going on duty but before road trip starts, shall be paid a minimum day at the rate of the service for which called and placed at the bottom of the board, regardless of whether actual service has or has not been performed. This does not prohibit the holding of such employees on duty and under pay on a continuous time basis to protect later trains, provided, this will not result in runaround at the terminal.

NOTE 1: In Cleburne, Brownwood and Somerville Run-Thru service, if a crew is called and released, held away from home terminal time will not be broken. However, there will be no duplicate payment for held time and time on duty.

NOTE 2: In interdivisional service between Houston/Galveston and Temple:

When a crew assigned in this service is called and released, after time of going on duty, but before road trip commences, such crew will be paid 130 (basic day) miles and stand first out for service after eight (8) hours rest under the Hours of Service Law, subject to call after 6 hours 30 minutes. (See Variable Calling, Appendix 17)

- (g) In cases where employees are released prior to leaving their calling place, no payment will be allowed; but when released after leaving their calling place and before going on duty will be allowed 65 miles at the rate of service for which called, and will maintain their standing on the board.

NOTE: In interdivisional service between Houston/Galveston and Temple:

When a crew in this service is called and released before going on duty they will be paid 65 miles (1/2 basic day) at pro rata for service called and maintain their standing on the board.

ARTICLE 50

HANDLING REGULAR ASSIGNED EMPLOYEES

(See Article 44, Section II when standing bids in effect)

TRAINMEN

- (a) A regular assigned trainman shall have the privilege of changing from any crew or assignment upon request in writing to the trainmaster of proper reason therefor. It is understood that a trainman voluntarily surrendering a position may only displace the junior trainman in chain gang service out of his governing home terminal and will be required to work the position held by the trainman he displaces and must do so without expense to the Company or may take the freight extra board at his governing home terminal, provided there is a junior trainman on such extra board. If a trainman desires to surrender a position with home terminal at a point where an extra board is not maintained, he will remain thereon until that position has been posted and a successor is assigned and reports. If the surrendered position is out of the home terminal where an extra board is maintained, it will be protected from the extra board during the posting period.
- (b) Trainmen voluntarily surrendering assignments and displacing the junior regular assigned trainman in chain gang service or going to the trainmen's freight extra board must give trainmaster seventy-two (72) hours written advance notice before voluntarily giving up such assignment. Such trainman must remain on the regular assignment or the extra board in accordance with his choice for at least seven (7) calendar days unless displaced in the exercise of seniority or cut off in reduction of force. This will not modify or change the assigning of the junior trainman in the absence of an application for a vacancy.
- (c) The extra board, either trainmen or yardmen will not be reduced when a trainman or yardman relinquishes his assignment and elects to go to such extra board and/or when the trainman or yardman he displaces off regular assignment goes to such extra board, until an assignment is made and the successful applicant protects the position relinquished, following which the extra board, either trainmen or yardmen, will be maintained in accordance with the respective governing agreements.
- (d) In the absence of an applicant for a surrendered position, as referred to in Section (a) of this Article, the junior trainman on the extra board at the governing home terminal will be assigned as though he had made application therefor and, if the home terminal of the surrendered position is at an outlying point where an extra board is not maintained, the junior trainman on the extra board will be assigned without expense to the Company for deadheading to either party involved and the trainman surrendering such position will remain thereon until the assigned junior trainman reports for duty.
- (e) A regular assigned trainman who lays off will not be permitted to mark up for service for a period of twelve hours from the time he laid off; it being understood that the regular assigned trainman who is being held under these circumstances may be used in emergency as conductor or trainman if no other employees are available.

TEMPORARY VACANCIES CONDUCTORS AND TRAINMEN

- (f) (1) A temporary vacancy of more than 30 calendar days will be declared a permanent

vacancy and assigned accordingly, the 30 calendar day period to commence the first calendar day following the last date the regular employee protected his regular assignment.

- (2) Any conductor or trainman, after having been off his assignment more than 30 calendar days, will, upon his return, be allowed to exercise his seniority over any junior conductor or trainman on his seniority division.
- (3) All changes made in accordance with this understanding will be considered as seniority moves and no deadhead time will be allowed, except the first extra employee who will be paid for deadheading in accordance with the rules, unless he is relieved during the interim under the provisions of Article 53 (Seven-Day Agreement).

NOTE: Any vacation time taken by the regular employee will not be counted as any part of the 30-day vacancy.

- (4) Preferred service vacancies for conductors will be posted in accordance with Article 44 and chain gang vacancies for conductors will be assigned in accordance with Article 7.

ARTICLE 51

PROTECTING VACANCIES IN FREIGHT SERVICE WHEN THE TRAINMEN'S FREIGHT EXTRA BOARD IS EXHAUSTED

- (a) (1) When the trainmen's freight extra board is exhausted and an extra trainman is required for a vacancy in freight service, the service will be offered in seniority order to the available regular assigned freight trainman working in freight service at the terminal where the vacancy exists with written request on file with Crew Manager to protect extra freight service. In the event the senior employees do not desire the service, the junior available regular assigned freight trainman having in written request to protect extra freight service will be required to protect the service.
- (2) When there is no available regular assigned freight train man with written request on file to protect extra freight service, the junior available regular assigned freight trainman with no such written request on file, will be required to protect the service.
- (3) If the vacancy is at an outlying point, the regular assigned freight trainman protecting the vacancy will remain on the assignment until such time as an extra trainman becomes available to relieve him or the regular assigned trainman reports for duty.

USE OF YARDMEN IN ROAD SERVICE WHEN NO TRAINMEN AVAILABLE

- (b) (1) When there is a vacancy in road service out of a terminal where yard service is maintained and no extra or regular trainmen are available or can be made available from the governing home terminal, it shall be protected by calling the first-out qualified yardman on the yardmen's extra board at the terminal where the vacancy occurs.
- (2) When such yardmen's extra board is exhausted, the vacancy shall be protected by calling, in seniority order, the senior available regular assigned qualified yardman at the terminal where the vacancy occurs, who has filed written request with the Crew Manager to protect extra or relief road service and if none of the senior available qualified yardmen desire to protect the vacancy, then the junior available qualified yardman, who has filed written request to protect extra or relief road service, is required to protect the vacancy. In the event no available qualified yardmen have in written request to protect extra or relief road service, then the junior available regular assigned qualified yardman would be required to protect the vacancy.
- (3) When there is a vacancy in road service out of a terminal where no yard service is maintained, it will be protected as outlined above from the nearest terminal where yard service is maintained.

NOTE: Order for filling temporary brakeman vacancies:

- 1. Extra Board.
- 2. Canvas available trainmen with letter on file, senior to junior and force junior trainmen with letter on file.
- 3. Junior available trainman with no request on file.
- 4. Yard extra board.

5. Canvas available yardmen with letter on file, senior to junior and force junior yardman with letter on file.
6. Junior available yardman with no letter on file.

ARTICLE 52

LAYOVER DAYS - USED IN OTHER SERVICE

- (a) Conductors or trainmen on regular assigned runs or in chain gang service, will not be required to hold themselves in readiness for service on other than their own assignment during their layover, unless so notified by special order before or upon their arrival at terminal. When so notified and not used they will be paid one basic day at the rate of their assignment.
- (b)
 - (1) A trainman used in another grade of service, or off his assignment and his assignment as a trainman is operated during the time he is used in such other service, he will be paid no less than he would have earned on his assignment had he remained thereon; the intent being to make him whole so far as earnings are concerned.
 - (2) If his regular assignment is not operated during the time he is used in the other service he will be paid the earnings of the service performed. If prevented from being used on his regular assignment account Hours of Service Law following his use in the other service, he will be paid the earnings of his regular assignment for that trip in addition to the extra service.
- (c) A conductor used off his regular assignment will be paid under the rules applicable to the class of service on which used but not less than he would have earned on his regular conductor's assignment had he remained thereon, the intent being to make him whole so far as earnings are concerned.

NOTE: This paragraph is not applicable to a regular assigned conductor in freight service when used to protect extra or relief passenger service.

ARTICLE 53

HANDLING EXTRA EMPLOYEES

COMBINATION CONDUCTOR AND BRAKEMAN GUARANTEED EXTRA BOARD

All Brakemen's pools will be abolished, the brakemen's extra board will be abolished and the conductor's extra board will be abolished. A combination conductors'/brakemen's extra board will be established in their place to protect all brakemen's unassigned freight work and all other conductor's and brakemen's vacancies. Occupants on the combination board will be covered by the conductor's guaranteed extra board guarantee. Employees will occupy positions on the combination board based on their conductors' seniority date.

NOTE: The guarantee will not be offset by earnings in another grade of service (e.g., extra yardmen used as a brakeman).

- a. Positions on the guaranteed combination extra board will be assigned to the senior qualified employee with a letter on file. If no letters on file or insufficient letters for the combination board, it will be filled by assigning the most junior promoted brakeman in road service out of that governing home terminal. If no letters on file or insufficient letters for the brakemen's extra board, the most junior brakeman on the reserve board will be recalled and will be entitled to displacement rights.
- b. Each combination extra board employee who is available for service an entire half month will be guaranteed a monetary equivalent of 21 days pay at the conductors' minimum basic through freight rate subject to future general wage increases and COLA adjustments. In the event all earnings (exclusive of penalty time claims) do not equal or exceed this amount, necessary adjustment will be made in the subsequent payroll period. The guarantee will be reduced by 1/15th for each calendar day or portion thereof the employee is unavailable for service.

- NOTE: 1. Conductors assigned to Guaranteed Conductors' Extra Board who observe vacation of seven days or less in pay period shall be treated as being assigned to the Board during the vacation period, subject to the guarantee, and the Carrier shall deduct the number of days on vacation, at the daily rate, from the guarantee.
2. Conductors assigned to Guaranteed Conductors' Extra Boards who observe vacation of more than seven days in any pay period shall receive the guarantee on a daily basis for the days actually on the Board and available for service; however, in no event shall the combination of vacation allowance and guarantee exceed the guarantee for that pay period.
 3. Conductors observing personal leave days under the Crew Consist Agreement effective May 15, 1981, will be treated as assigned to the board and monies allowed for personal leave will be taken into account in computing guarantee, and will count as a lay-off under Section 7 toward maximum of two lay-offs during a pay period.

- c. The guarantee for employees added to or removed from the board on dates other than the 1st and 16th will be equivalent to 1/15th of the half month guarantee for each full calendar day they are available on the board.
- d. Extra board employees shall be used on a first-in, first-out basis. Extra board employees called to protect outlying assignments will protect only the vacancy for which called until released. (*See Section j, this Article*)
 - (1) An employee assigned to the combination extra board who stands for an outside assignment and lays off, thereby avoiding protecting such assignment, will, when reporting for duty, be sent to protect such assignment provided the assignment still exists. An employee assigned to the combination extra board who stands for an outside assignment and ties up for rest will be sent to such assignment when rested.
 - (2) An employee assigned to the combination extra board who ties up for rest and/or lays off within the twelve-hour period prior to the time he would have been called to deadhead to an outside assignment will be considered laying off to avoid protecting such assignment and will not be paid for deadheading to or from such outside assignment.
 - (3) Extra trainmen on the freight extra board will protect all vacancies in freight service not protected by regular assigned trainmen and will take the conditions of the assignment protected. When the vacancy is out of a terminal where the freight extra board is maintained, the extra trainman will be permitted to make one round trip, after which he is released and returned to the freight extra board.
- e. A combination extra board employee missing a call will be marked off for a minimum of 12 hours. If the missed call was for an outside vacancy, the employee will be marked off until the employee protecting the call completes the assignment, and will be marked up behind that employee.
- f. A combination extra board employee who lays off will lay off for a minimum of 12 hours and, when reporting, go back on the extra board at the bottom. This will not preclude his use, however, if he is available and his services are needed due to a shortage of employees before the minimum time expires. An employee who lays off more than twice in a pay period forfeits the guarantee and shall only receive pay for work performed in that pay period. Missing a call for service or calling for rest with less than 10 hours on duty under the Hours of Service Law shall be considered the same as laying-off under the guarantee provisions of this Agreement.

Employees who have tied up for rest, in accordance with that rule, will remain on the board.

Layoffs for jury duty, bereavement leave, or lay-offs by officers or committeemen laying off for union business will not be counted as a "lay-off" toward forfeiture of guarantee in that pay period. However, if the employee lays off in advance of that necessary and/or does not report for service after complete or temporary release from jury duty, such time will be counted as a "lay-off" toward forfeiture of guarantee.

Employees laying-off for jury duty will not be subject to the minimum lay off of 12 hours.

- g. When a board is reduced, the senior employee(s) with request on file will be cut off; if none, decreases will be made in reverse seniority order. Requests must be made at least 24 hours prior to reduction and cannot be revoked without 24 hours notice.

h. When Combination board is exhausted, a conductor's vacancy will be filled in the following manner:

- (1) Temporary vacancies for conductors of thirty (30) days or less, when no freight extra board conductor is available, will be offered in seniority order to the senior available non-restricted conductors not working as such in road service out of the governing home terminal, and in the event none of the conductors contacted protect the vacancy, the junior non-restricted conductor, not working as such in road service, shall be required to protect the vacancy, who will remain on the vacancy until the regularly assigned conductor reports for duty.

EXCEPTION: At terminals where a conductors' extra board is maintained and such extra board is exhausted, the vacancy will be protected by the senior available non-restricted conductor not working as such in road service, who will protect such vacancy for only one round trip and upon his return to the terminal, he is released and marked up for his regular assignment. This procedure will govern at calling time for each trip the vacancy exists until the regularly assigned conductor reports for duty or an extra board conductor is available.

- (2) Force junior qualified restricted employee in road service not working as conductor.
 - (3) Will be offered in seniority order to the available regular assigned freight conductor working in freight service at the terminal where the vacancy exists with written request on file with crew management to protect extra freight service. In the event the senior employees do not desire the service, the junior available regular assigned freight conductor having in written request to protect extra freight service will be required to protect the service.
 - (4) When there is no available regular assigned freight conductor with written request on file to protect extra freight service, the junior available regular assigned freight conductor with no such written request on file, will be required to protect the service.
 - (5) Provision provided for use of Yardmen in road service. (*Article 51(b)*)
- (i) Should a combination extra board employee become available at calling time to deadhead to an outlying assignment, such extra board conductor shall displace an emergency conductor and will not be paid for deadheading in either direction to relieve such emergency conductor; however, the emergency conductor will be allowed deadhead back to his terminal.

TEMPORARY VACANCIES AT OUTLYING POINTS OF 7 DAYS OR MORE

- (j) (1) A relief trainman sent to an outlying point to protect a temporary vacancy of more than 7 calendar days will, if he so desires, be relieved at the end of 7th calendar day calculated from the date of the performance of his first service at the outlying point, provided he files written request therefor with the proper supervisor by not later than the end of the 5th day of service at such outlying point.

NOTE 1: Each incumbent who lays off at an outlying point in assigned service must mark up prior to the tie up of his assignment at the home terminal

of the assignment in order to work the next trip or tour of duty. If he fails to mark up by the tie up time, the extra employee will be held and work the next trip or tour of duty. (This does not include pool turns between Houston and Temple)

NOTE 2: The requirement that an employee laying off must be off a minimum of 12 hours is not applicable at outlying points.

- (2) Where the application of the foregoing will result in a relief trainman, at the end of the 7th day, being at other than the point where usually relieved, it is understood that he will work back to the point where customarily relieved and the relief will be provided at that point. For example, it is the practice to relieve at Sealy the two conductors working on the Matagorda District, whether the home point and Sunday lay-over is at Sealy or Bay City or Matagorda; if the extra conductor to be relieved in accordance with the foregoing completes the service on the 7th day at Matagorda or Bay City, he will work back to Sealy and be relieved at that point.
- (k)
 - (1) Where an extra board is maintained at the governing home terminal, it is understood that the relief of the regularly assigned trainman, as well as the relief of an extra or relief trainman after performing service on the assignment, will be protected by employees on the extra board.
 - (2) In the event the extra board is exhausted, or if no extra board is maintained at the governing home terminal, the relief of the regularly assigned employee, as well as the relief of the employee or employees at the end of the 7th or 8th day, will be provided in accordance with Section (h) of this Article.
 - (3) Should there be no extra trainman on the extra board, where maintained, or no demoted conductor available at calling time to deadhead to the outlying point, the relief trainman then on the assignment will remain thereon until he can be relieved in accordance with this agreement.
 - (4) It is understood that the trainman requesting relief from the outlying assignment in accordance with this agreement will remain in that status until a relief trainman is called to deadhead to the outlying assignment, when the trainman requesting relief will return to his former assignment.
- (l) If it is known that no service will be required of such relief trainman on the 7th or 8th calendar day, he will be permitted to return to his home terminal upon completion of the service on the 6th or 7th day, as the case may be, subject to Sections (k) (3) and (4) above.
- (m)
 - (1) A relief trainman who, after performing some relief service on the assignment, lays off for any reason prior to protecting the vacancy for the consecutive 7 or 8-day period will, when he reports for duty, be required to return to the outlying vacancy and protect it until return of the regular employee, or until he shall have protected the vacancy for another consecutive 7 or 8 day period, as the case may be.
 - (2) He will not be paid deadhead for returning to the assignment in these circumstances, nor for returning to the home terminal unless he is the last man to protect the assignment, in which event he will be paid for returning to the home terminal.

- (n)
 - (1) Relieving relief trainmen at outlying points at the end of the 7 or 8 day period is to be without additional expense to the Company; in other words, the relief conductor who is first sent to the outlying point to protect the vacancy will be paid for deadheading to such outlying point, and the last conductor who protects the temporary vacancy will be paid for deadheading from the outlying point back to the home terminal.
 - (2) In the event the conductor first sent to the outlying point under this agreement is required to lay off on account of illness, or for other good reason, before he protects the assignment for 7 or 8 days, he will not be paid for deadheading to the home terminal. The conductor sent to relieve him will be paid for deadheading from the home terminal to the outlying point. If the conductor first sent to perform relief service remains off duty for 7 or 8 days after relieved from the outlying assignment, the employee sent to relieve him will remain on the assignment for 7 or 8 days and be subject to relief under this agreement. If the employee first sent returns to the assignment prior to the expiration of 7 or 8 days, the employee sent to relieve him will be returned to the home terminal and will be paid for deadheading from the outlying point to the home terminal.
- (o) When two or more extra trainmen arrive at a home terminal deadheading on the same train, they will be placed on the extra board in the order in which they stood with reference to each other at the time they were called when they last left the home terminal, provided they report immediately upon arrival.
- (p) When it is necessary, in any class of service, to call two extra trainmen on one train out of a home terminal, one to deadhead and one to work, the extra trainman standing second-out will be called to work. Similarly, when two extra trainmen arrive at the home terminal on the same train, one deadheading and one working, the employee deadheading will be placed on the board ahead of the employee working, provided he reports immediately on arrival.

NOTE: This handling is also applicable when an extra trainman is picked up at any intermediate point, unless the run around rule is involved which would be given preference. (From Understanding of December 28, 1976.)

- (q) When two or more extra trainmen are ordered to deadhead on the same train or bus from the home terminal to different points to protect any class of service, the trainman standing first out at the time called at the home terminal, will be given his choice as to what service he will protect and will not be permitted to change his choice after accepting the call.

EXAMPLE: If three extra trainmen are deadheaded out of Cleburne on the same train or bus, one for an assignment at Fort Worth, one at Gainesville and one at Purcell, the trainman standing first-out when called would have his choice as to which point he would get off, the second-out trainman would have second choice and the third-out trainman would have third choice.

- (r) When two extra trainmen are deadheaded from the home terminal on the same train or bus to protect two vacancies with the same crew on an outlying assignment, the trainman standing first out when ordered to deadhead will have his choice of returning to the home terminal or remaining on the vacancy when one of the regular assigned trainmen reports back for duty. On the other hand, where extra trainmen are deadheaded from the home terminal to the outlying point on different dates, for the purpose of protecting two vacancies with the same crew at the outlying point, the extra trainman will remain on the vacancy until relieved by the regular assigned trainman he is relieving, or relieved per request in accordance with Section (j) of this Article after protecting the vacancy for seven (7) calendar days.

NOTE: When two extra employees are called for the same assignment on the same day, the senior conductor will have his choice of the conductor position. This will not effect the provisions for release of first out employee when either of the regularly assigned employees reports for duty.

- (s) Where two extra trainmen are deadheaded from the home terminal on the same train or bus to protect vacancies on two different assignments, or with two different crews, the extra trainman standing first out at the time called at the home terminal will be given his preference as to which crew or assignment he desires to protect and will not be permitted to change his choice after accepting the call. Each extra trainman will remain on the vacancy until relieved by the regular assigned trainman he is relieving, or relieved per request in accordance with Section (j) of this Article after protecting the vacancy for seven (7) calendar days.
- (t) When two or more extra trainmen are called to work going on duty at the same time out of their home terminal, the extra trainmen will have their choice of crew in accordance with their relative standing on the extra board at the time called and will not be permitted to change their choice after accepting the call.
- (u) No claims for runaround will be submitted as a result of the above handling.
- (v) Conductors observing personal leave days under the Crew Consist Agreement effective May 15, 1981, will be treated as assigned to the board and monies allowed for personal leave will be taken into account in computing guarantee, and will count as a lay-off under Section 7 toward maximum of two lay-offs during a pay period.

**AGREED UPON QUESTIONS AND ANSWERS
GUARANTEED COUDUCTOR'S AND BRAKEMEN' S EXTRA BOARDS**

Question and Answer No. 1

- Q. Where does an extra board employee mark up when reporting back from compensated time off , i.e., jury duty, vacation, bereavement, etc.?
- A. To the bottom of the extra board.

Question and Answer No. 2

- Q. An employee entitled to an exercise of seniority, displaces to the guaranteed extra board. When and where will the employee exercising seniority be placed on the extra board?
- A. Provided he is in the home terminal, he should be placed on the bottom of the board at the time seniority is exercised.

NOTE: In Question and Answer No. 2, the employee occupying the position that is out of the terminal will be notified when he returns to the extra board location that he is relieved or displaced.

Question and Answer No. 3

- Q. May an employee in pool service or on a regular assignment give up his position and go to the extra board?

- A. Yes, if there is a junior employee on the extra board and will be marked to bottom of board. If Carrier cuts off the junior extra board employee, he will have displacement rights.

Question and Answer No. 4

- Q. Will an employee's turn continue to move up when he is on vacation or bereavement leave?

- A. No, it will be removed from the board and marked up at the bottom of the board when the employee reports.

Question and Answer No. 5

- Q. What will happen to the extra board turn of the employee who bids in another assignment?

- A. It will be assigned by letter request and placed to bottom of the board.

Question and Answer No. 6

- Q. If an employee is on the extra board for five days and is on vacation the rest of the half, how will he be treated for guarantee purposes?

- A. The employee would be entitled to one fifteenth of the guarantee for each of the five days, providing he remains available.

Question and Answer No. 7

- Q. If an employee lays off at 11.50 p.m. and marks back up 12 hours later, how will he be treated for guarantee purposes?

- A. Credit will be taken for two days, 2/15 of guarantee.

Question and Answer No. 8

- Q. If an employee misses a call for an 11:00 p.m. assignment, how will he be treated for guarantee purposes?

- A. He loses a day (the day of the missed call) and the next day.

Question and Answer No. 9

- Q. If an employee misses a call to deadhead to an outside assignment, will he/she be permitted, in order to avoid loss of time, to relieve the employee sent to the outside vacancy?

- A. Yes, after a 12 hour period the employee who missed the call may, by notifying crew clerk, elect to go to the outside vacancy and protect the vacancy.

Question and Answer No. 10

- Q. Is the employee who missed the call in Q&A No. 9 entitled to deadhead to or from the outside vacancy?

A. No.

Question and Answer No. 11

Q. Will earnings in excess of guarantee in one pay period be used to satisfy the guarantee the next pay period?

A. No, each pay period stands alone.

Question and Answer No. 12

Q. How often will Carrier regulate guaranteed boards?

A. It is anticipated they will be regulated with the same frequency as present boards, but it may be necessary to increase or decrease a board at other times due to an increase or decrease in business or vacancies accruing to the board. It was understood that when an extra board is increased or decreased, it will not be decreased prior to the expiration of five days (120 hours) except in cases of emergency such as work stoppage, derailment blocking the main line or act of God.

Question and Answer No. 13

Q. If an employee is paid for ungranted personal leave days, will this payment be used to offset the guarantee?

A. No.

Question and Answer No. 14

Q. May an extra board employee, who has been laying off, call in two or three hours before midnight and mark up effective 12:01AM?

A. Yes.

Question and Answer No. 15

Q. An employee on a guaranteed extra board position is displaced, and displaces onto another guaranteed extra board position. How will this affect his guarantee for that day?

A. If the displaced employee displaces another employee on the guaranteed extra board within 2 hours of the time he is notified that he is displaced, no penalty will be assessed his guarantee for that day.

ARTICLE 54

REGULATION OF COMBINATION EXTRA BOARDS

Occupancy on the combination extra board will be calculated at a minimum of 25% of all conductor pool turns and assigned positions and all assigned brakemen's positions plus 25% of the number of brakemen used in pool freight service in the preceding 10 day period. All fractions will be rounded to the next highest number.

ARTICLE 55

REDUCTION IN FORCE AND RECALL

- (a)
 - (1) Reduction in force will be made in reverse seniority order beginning with the junior trainman on the extra board. Trainmen cut off-in-force reduction will be recalled to the extra board in seniority order at their home terminal when their services are again required in either road or yard service. At other points, they will be recalled in seniority order only if written request was made at the time they were cut off-in-force reduction. Said requests may contain more than one location and will not be changed for a period of 30 days following date filed. If an employee fails to file such a request, he will only be recalled to his home terminal unless his services are needed under Paragraph (d) hereof.
 - (2) Trainmen will be recalled in seniority order, except as otherwise provided herein, and will retain their original seniority date and standing provided they report for duty within:
 - (A) 48 hours if recalled to home terminal, or
 - (B) 72 hours if the employee is voluntarily off-in-force and is being recalled to a point he has requested, or
 - (C) 30 days if involuntarily off-in-force reduction.

from (a) date such notice is received as evidenced by return register receipt, or (b) letter is returned unclaimed to employing officer, in which latter event the date as shown on sending party's receipt affixed by Post Office will establish date from which the appropriate period will run. Copy of recall notice will be furnished Local Chairman and nothing contained herein will prevent the Carrier from recalling trainmen by telephone so long as it is followed by a registered letter.

 - (3) Trainmen off-in-force reduction will be required to keep the trainmaster currently informed of their address and telephone number and any subsequent change, by certified letter with copy to the Local Chairman of the United Transportation Union (T).
 - (4) Failure to report for duty within the time limits under Section (2)(A) or (B) above, or to secure permission to be absent, will result in investigation and action taken in accordance with the facts developed and failure to report for duty within the time limits under Section (2)(C) will result in automatic forfeiture of seniority.
- (b) When one of the extra boards in either yard or road service is reduced at any place or terminal, at a time additional extra employees are not needed on the extra board at any of the places or terminals, the affected cut-off employees will be required to displace junior employees assigned to the extra board of their choice, within five days from the day they are cut off the extra board, unless they waive such displacement rights by filing written stay-at-home notice to that effect with the trainmaster within the three days but they will not be permitted to later exercise displacement rights over junior employees during the time they are cut off; in other words, employees waiving such rights within the three day period specified will have no displacement rights over junior employees until after they are again recalled to service on the extra board.

EXAMPLE: Five extra employees are cut off the board at Cleburne on the first day of the month and at that time the cut-off employees elected to waive their rights to go to Gainesville, because no additional employees were needed at Gainesville at that time and did not elect to exercise displacement rights.

*NOTE 1: A furloughed Trainman (Conductor, Brakeman or Yardman) may return to active service by giving five days advance notice in writing to Crew Management. Upon return to service, the furloughed employee will be allowed to exercise seniority in accordance with applicable agreements at any location where there are junior employees actively working.

If after submitting a request to return to active service an employee fails to exercise seniority to an available position, at the expiration of the five day period he will remain in furloughed status and will not be permitted to again request return to active service under this procedure for a period of ninety days. The failure to return to service after the 5-day notice will in no manner affect the employee's being recalled from furlough status.

- (c) (1) When one of the extra boards is reduced at a time additional employees are needed on the extra board at one of the places where an extra board is maintained, the senior cut-off employees will be required to place themselves on the extra board of their choice, seniority permitting, in seniority order within three days from the day they are cut off the extra board, unless such senior cut-off employees waive their rights to go to the other extra board by filing written notice to that effect within the three-day period with the trainmaster, and with the further understanding that the required number of junior cut-off employees will be forced to accept service on the extra board where needed.

EXAMPLE: Five employees are cut off the extra board at Cleburne on the first day of the month, at which time two employees are needed at Gainesville. The cut-off employees will be permitted to waive their rights to go to Gainesville, but the required number (two) of junior cut-off employees will be forced to accept service at Gainesville, if the senior cut-off employees elect to waive their rights.

- (2) Senior cut-off extra employees waiving their rights to work on the other extra board within the three-day period referred to in the section above will not be permitted to later displace junior employees during the time they are out off, and they will remain off until such time as either extra board is again increased.

*(SEE NOTE 1, ABOVE)

- (d) When one of the extra boards is increased and it is necessary to recall employees to other than their home terminal, only those employees having a written request on file with the trainmaster will be considered. Said employees will be recalled to service in seniority order. In the event there are no employees or an insufficient number of employees with written request on file for service at the point, the required number of junior employees involuntarily off-in-force reduction will be recalled in seniority order. If this does not provide sufficient employees, trainmen voluntarily off-in-force reduction without request on file for that location will be recalled in reverse seniority order and must report to the terminal where their services are needed within two (2) days from date notified, unless proper authority is received to be absent for a longer period. Failure to report within the two (2) day period or to secure permission to be absent, will result in investigation and action taken in accordance with the facts developed.

EXAMPLE: On the 15th day of the month two extra trainmen or yardmen are needed at Gainesville at the time the five Cleburne employees are still off in force reduction. The senior employees initially waiving their rights to go to Gainesville on the first of the month will be recalled and placed on the Gainesville extra board unless they again waive their rights to go, with the understanding that the two junior employees will be required to go.

- (e) The same understanding will apply as between all other extra boards in either yard or road service on the respective seniority districts.
- (f) Extra employees cut off the yardmen's and trainmen's extra board at their home terminal and can hold a regular assignment or a place on the other extra board at that location will be required to transfer to such service within three days. No yardmen or trainmen will be allowed to go off-in-force reduction when they can hold a regular assignment in road or yard service or a place on either the yardmen's or trainmen's extra board at their home terminal.

ARTICLE 56

PAY FOR ATTENDING COURT OR CORONER'S INQUEST

CONDUCTORS

- (a) Conductors attending court or coroner's inquest at request of an official of the Company will be paid at the same rates they would have been entitled to had they remained on their runs, with a minimum of 100 miles per day and their legitimate expenses, if away from their home station. Extra conductors on the established extra board at time requested to attend court will be paid 100 miles per day, and in addition thereto, their legitimate expenses for such service.

EXAMPLE: A conductor called upon for court service was running a regular car, in lieu of a conductor who had been assigned to it, but who was on leave of absence. In view of this fact, it would not be proper that he should suffer loss of pay, but should receive miles made by the car from which he was taken up to the time of return of the regular conductor, provided he continued in court service during such period. After that time he should receive remuneration at the rate of 100 miles per day. For instance, if he was attending court for two days and during that time car from which he was taken made 230 miles, he would be entitled to that amount. If the regular conductor then resumes his duty on the third day and this conductor was still in attendance at court, he should receive 100 miles per day for such service thereafter.

TRAINMEN

- (b) Trainmen attending court, or coroner's inquest on behalf of the Company will be paid as follows, together with necessary expenses:
- (1) Trainmen in established pool service or on assigned runs will receive what they would have earned had they remained on their assignment; and, if held on layover days, will receive a minimum day's pay for each day so held.
 - (2) Trainmen assigned to, or holding positions on, the trainmen's extra boards will be allowed the earnings of the trainman filling the vacancy that they would have filled, had they been permitted to remain on the extra board, with a minimum allowance of one (1) basic day for each day so held.
 - (3) If an extra or emergency trainman is called for such service while holding a vacancy of regularly assigned trainman, he will be entitled to what he would have earned on the assigned run for such time as he is eligible to hold such run. In case the extra or emergency trainman is displaced from the regular assignment while he is still on Company business, he would be entitled to the earnings of his regular assignment.

ARTICLE 57

JURY DUTY

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

- (1) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day on which the employee is entitled to vacation or holiday pay.

ARTICLE 58

BEREAVEMENT LEAVE

- (a) Bereavement leave will be allowed in case of death of an employee's brother, sister, parent, child, spouse, or spouse's parent.

NOTE: In connection with the above, death of a half-brother or half-sister would entitle an employee to bereavement leave, but death of a stepbrother, stepsister, stepparents or stepchildren would not. However, this rule is applicable to a family relationship through the legal adoption process.

- (b) In such cases, three minimum day's pay at the rate of the last service rendered will be allowed for the three days following date of death provided an employee is off on those days. An employee need not have stood to work on one or more of the days in order to receive bereavement leave pay.

NOTE: Bereavement pay will not be applicable during an employee's vacation. Also, if an employee qualifies for holiday pay on a holiday which occurs on a day the employee also qualifies for bereavement leave pay, he would only be entitled to one basic day's pay for that day.

- (c) Employees involved will make provision for taking leave with their supervisor in the usual manner.

ARTICLE 59

HOLIDAYS

Section I

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

- (a) Each regular 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 Eve	Memorial Day	Thanksgiving Day
New Year's Day	Fourth of July	Day After Thanksgiving
President's Day	Labor Day	Christmas Eve
Good Friday		Christmas Day

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

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

- (b) Any of the employees described in paragraph (a) hereof who work 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 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 work day following his "days off" shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last work day of the preceding work week shall be considered the work day immediately preceding the holiday.
- (d) An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" (for a regularly assigned employee) or the "calendar day" (for an extra or unassigned employee) immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "work day" or the "calendar day" before the holiday and on the "work day" or the "calendar day," as the case may be, immediately

following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "work day" or the "calendar day" after the holiday.

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

- (e) Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to paragraph (a) hereof, unless the regularly assigned employee fails to qualify under paragraph (c) hereof, shall be applied toward such guarantee. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) hereof.
- (f) That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph (a) hereof be worked a stipulated number of days per week or month will not apply to the eleven holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this rule will apply.
- (g) As used in this rule, the terms "work day" and "holiday" refer to the day to which service payments are credited.
- (h) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his work days 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 work days for qualifying purposes.
- (i) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday.

PERSONAL LEAVE DAYS

Section II

- (a) All active employees in road freight service will be entitled to personal leave days on the following graduated basis:

<u>Years of Service</u>	<u>Days Per Year</u>
Less than (5) five years	2
(5) Five years and less than (10) ten years	4
(10) Ten years and less than (15) fifteen years	7
(15) Fifteen years and less than (20) twenty years	10
(20) Twenty years or more	13

- (b) All active yard service employees will be entitled to personal leave days/holidays on the following graduated basis:

<u>Years of Service</u>	<u>Personal Leave/ Holidays Per Year</u>
Less than (5) five years	11
(5) Five years and less than (10) ten years	11
(10) Ten years and less than (15) fifteen years	12
(15) Fifteen years and less than (20) twenty years	13
(20) Twenty years or more	14

NOTE: Paragraph (b) also includes road employees on assignments subject to holiday pay rules.

- (c) The number of personal leave days will be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road or yard service.
- (d) Ungranted or unused personal leave days each year may be accumulated and carried over up to a maximum of sixty days.
- (e) An employee may elect to receive payment for part or all carry-over days in his account. Payment for such days will be at the rate of \$105.00 per personal leave day, subject to future wage increases and/or cost-of-living adjustments.
- (f) The maximum number of personal leave days to be carried over each year will be based on the class of service in which working at the end of the year, i.e. road or yard service.
- (g) If an employee resigns, retires, dies or is dismissed from service, the number of personal leave days in his account as of December 31 of the prior year will be payable to the employee or his estate.
- (h) Requests to observe personal leave days must be approved by designated carrier representative and are subject to the needs of the service.
- (i) Personal leave days will be paid at the rate of the last service performed.
- (j) Personal leave days are requested and granted on a calendar day basis, i.e., 12:01 AM to midnight.
- (k) Conductors observing personal leave days under the Crew Consist Agreement effective May 15, 1981, will be treated as assigned to the board and monies allowed for personal leave will be taken into account in computing guarantee, and will count as a lay-off under Section 7 toward maximum of two lay-offs during a pay period.

ARTICLE 60

VACATIONS

SECTION 1.

Vacation Float

- (a) Conductors, brakemen and yardmen entitled to two or more weeks vacation, whether assigned to take their entire vacation in one period or split into two periods, may, at any time prior to the assigned starting time of their vacation period(s), request to lay off and count one or two week(s) of such layoff time as the beginning or concluding portion of their assigned vacation. If an employee has scheduled a split vacation, the float will be taken from the beginning or concluding portion of the nearest unobserved split period. 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 prior to the start of his assigned vacation that he has previously taken one or two week(s) of his vacation. Such layoff and float will be permitted only when, in the opinion of the Management, relief can be afforded. This will permit an employee to possibly take vacation in five separate week increments.
- (b) When the foregoing provisions are utilized, a vacation, and the applicable portions of the so-called "Split Vacation Agreement" will govern.
- (c) The total number of weeks of vacation for a seniority district (or location where applicable) will be divided by 51 or 52. The resulting number will then be increased by 10% to arrive at the maximum number (fractions will be rounded to the next highest number) allowable to schedule for vacation in any given week. Local supervision and the local chairman may agree to a greater or lesser number, depending upon service requirements. The above number will be increased to 25% to allow a net of 15% vacation slots available for floats.

SECTION 2.

Overlap

IT IS AGREED:

1. In scheduling vacations of more than one consecutive week for conductors, brakemen and yardmen, an overlap of one week will be permitted in order to fill open slots.

Example: An employee requests three consecutive weeks vacation in May and only two weeks are open and available. The entire three weeks may be assigned with one week overlapping into a slot already filled.

An employee requests four consecutive weeks vacation in August but only two weeks are available. Four weeks will not be assigned to this employee in August since it would result in more than a one-week overlap.

2. An employee regularly assigned at the time his annual vacation is scheduled to commence, may, by giving not less than 72 hours advance notice in writing to the

trainmaster, move the starting date of his annual vacation either forward or backward so as to have it commence on the first workday of his assigned work week. If a regularly assigned employee's work week is changed in accordance with the schedule rules and there is not sufficient time to give the 72 hours advance notice referred to above, the employee will be permitted to move the starting date of his vacation either forward or backward so as to have it commence on the first workday of his new assigned work week by giving the trainmaster written notice as soon as possible.

Example: A regularly assigned employee, having Saturday and Sunday as rest days (May 1 and 2, 1985) with a scheduled commencement date of May 5th for his vacation, may, by giving written notice, commence his vacation on either Monday, May 3rd, or Monday, May 10th.

3. No time claims on behalf of extra or regular employees will be valid when vacations are overlapped or changed in accordance with this Agreement.

SECTION 3

Anniversary Date

For purposes of determining an employee's entitlement to vacation under agreement rules, his anniversary date will be January 1 of the year in which he was first employed in the CT&Y craft. For example, an employee with a July 15, 1963 employment date will have an anniversary date for vacation purposes of January 1, 1963.

SECTION 4.

Qualification

Section 1.

- (a) Effective January 1, 1997, 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 two hundred forty (240) basic days in miles or hours paid for, as provided in individual schedules.
- (b) Effective January 1, 1997, each employee, subject to the scope or 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 two hundred forty (240) 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.
- (c) Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eight 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 two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said eight or more years of continuous service renders service of not less than one thousand two hundred and eighty (1280) basic days in miles or hours paid for as provided in individual schedules.

- (d) Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having seventeen 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 two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said seventeen or more years of continuous service renders service of not less than two thousand seven hundred and twenty (2720) basic days in miles or hours paid for as provided in individual schedules.
- (e) Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) 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.
- (f) 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.
- (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 ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 90 and 45 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 or 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), one thousand two hundred and eighty (1280) basic days under Section 1(c), two thousand seven hundred and twenty (2720) 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) Calendar days on which an employee is compensated while attending training and rules classes at the direction of the carrier will be included in the determination of qualification for vacation. Such calendar days 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.
- (k) During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.
- (l) An employee may make up to two splits in his annual vacation in any calendar year.

NOTE:

Question: Are current system agreements providing more than two splits in annual vacations affected by this agreement?

Answer: No.

- (m) An employee may take up to one week of his annual vacation in single day increments, provided, however, that such employee shall be automatically marked up for service upon the expiration of any single day vacation.

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 or 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" dated September 21, 1950, May 25, 1951 or 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 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' 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 not be 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.

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, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the 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.

Beginning on the date Agreement "A" dated September 21, 1950, May 25, 1951, or May 23, 1952, became or becomes effective on any carrier, such additional vacation days shall be reduced by 1/6th 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."

ARTICLE 61

PERSONAL RECORDS

The record of an employee is to be correctly kept in the division Superintendents' offices and all charges against the record of an employee must be correctly noted thereon and will be open to the inspection of the officers of the Company and the employee affected only, unless authority is given by such employee in writing. Employee shall be notified of any charges against their record.

ARTICLE 62

INVESTIGATIONS

- (a)
 - (1) An employee shall not be discharged on any charge whatsoever, until after a fair and impartial formal investigation has been held by the Superintendent or his representative, and his guilt established.
 - (2) An employee may be held off duty pending formal investigation in instances when, if permitted to work, it is apparent that he would be a hazard to himself or his fellow employees.
- (b)
 - (1) An employee shall not be disciplined on any charge whatsoever, without first having a fair and impartial investigation and his guilt established, unless he agrees in writing to the Superintendent to waive investigation, accepting discipline against his personal record. When an employee waives formal investigation and accepts discipline, he will be advised in writing of the discipline assessed.
 - (2) Formal investigation(s) will not be scheduled account of a personal injury(s) of an employee(s) unless the Carrier's normal preliminary investigation develops a substantial reason to believe that a violation of a specific operating or safety rule may have occurred which caused such injury. Discipline will not be assessed unless the Carrier proves at the investigation a clear violation of a specific rule by the individual. This does not modify or abrogate the employee's right to accept discipline by record in writing and waive formal investigation.
- (c)
 - (1) Prior to the investigation the employee(s) involved will be notified in writing, with copy to his (their) duly authorized local chairman, of the charges, which will be confined to the case to be investigated, sufficiently in advance of the time set for investigation to allow reasonable opportunity to secure the presence of necessary representative and witnesses. In fixing hours at which investigations will be held, due consideration of the need for rest by employees will be given by the Company's officers.
 - (2) If the final decision decrees that charges against the employee(s) were sustained, discipline issued will be confined to the case being investigated, as set forth in the notice.
- (d) Investigations will be held promptly, but in any event not later than thirty (30) days from the date of occurrence of the incident to be investigated, except when the employee, his representative, or a material witness is unable to attend an investigation because of sickness or injury, the investigation may be deferred until such time as the employee, his representative or material witness is able to attend the investigation.
- (e)
 - (1) Unless otherwise agreed to, all employees involved and notified shall be present at the investigation.
 - (2) The employee(s) charged will remain throughout the investigation, as well as all witnesses after giving their testimony unless the latter are excused by mutual consent.

- (f) At the investigation, the employee will be entitled to be represented by his duly authorized General or Local Chairman of the UTU or an employee of his choice, holding seniority on his seniority district.
- (g) There shall be a Board of Inquiry composed of the Superintendent or his representative and the representatives of the employees being investigated. No person or persons, other than the members of the Board of Inquiry, shall be permitted to interrogate any witness or otherwise take part in the determination of the matter which is being investigated. No person or persons shall be allowed to be present in any investigation, other than the Board of Inquiry named and the actual witnesses if there is any objection by any member of the Board of Inquiry, except Mechanical Department representatives will be permitted to remain in those cases where enginemen and/or Mechanical Department employees are a party to the same matter being investigated, but will not be permitted to interrogate conductors or trainmen.

NOTE: With respect to your position a Mechanical Department Representative, who is a member of an Eastern Lines Board of Inquiry cannot interrogate an individual when the investigation rule contained in a current schedule covering the Northern and Southern Division, specifically so states, this will confirm our discussion at Dallas, Texas, July 24, during which you were advised that formal investigations conducted under Eastern Lines procedures would recognize Section XIII of the so-called Interdivisional Agreement dated October 4, 1972 to the extent a Mechanical Department Representative would not personally interrogate such individual; however, we would retain other prerogatives attached to Eastern Lines procedures such as the order individuals would testify whether they be witnesses or principals. (Letter of Understanding dated July 26, 1973)

- (h) True copy of investigation papers will be furnished the employee under investigation, or his representative, provided request therefor is made at time investigation is held.
- (i) An employee disciplined as a result of a formal investigation shall be informed of that fact within thirty (30) days after the investigation is completed, unless a longer time limit is mutually agreed to in specific cases.
- (j) In the handling of appeals involving discipline matters, the following shall govern:
 - (1) (A) When discipline has been assessed as a result of a formal investigation and the decision as rendered by the Company is not satisfactory to the employee, an appeal may be taken from that decision. The affected employee or his representative must make the appeal in writing to the Superintendent within sixty (60) days from the date of advice of the assessment of discipline to the employee.
 - (B) If the appeal is to be denied by the Superintendent, he must within thirty (30) days from date of such appeal, notify the employee and his representative, in writing, the appeal is denied.
 - (C) If the decision is not satisfactory to the affected employee or his representative, a request for conference may be initiated within thirty (30) days from the date of the decision of the Superintendent or appeal the claim within sixty (60) days to the General Manager who is the Carrier's highest officer of appeal for cases involving discipline.

- (D) When a conference is held with the Superintendent, the sixty (60) day period for appeal to the General Manager will start running as of the date the Superintendent advises the employee and his representative in writing, the result of the conference.
- (2) If the appeal is to be denied by the General Manager, he must notify the General Chairman, in writing, within sixty (60) days of the date of the appeal, giving the reasons for such declination.
- (3) Decision by the General Manager shall be final and binding unless within eighteen (18) months from the date of said officer's written decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employee or his duly authorized representative and such officer is so notified. It is understood, however, that the parties may, by agreement, in any particular case, extend the eighteen (18) month period herein referred to.
- (4) If the decision of the General Manager is not satisfactory, the General Chairman must request a conference with respect to the specific claim within the eighteen (18) month period referred to in paragraph 3. If the General Chairman requests in writing a conference within sixty (60) days of the date of the written decision of the General Manager, the eighteen (18) month period shall not commence until the date of the written decision of the General Manager following such conference.
- (5) With respect to appeals involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.
- (6) If there is a failure to comply with the time limit provision of this agreement by either party, the matter shall be considered closed, and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of either party for the handling of other similar discipline cases.

This section (j) will not apply to requests for reinstatement on a leniency basis.

NOTE: Should either party consider the time limit provisions of Section (j) have been violated, such position must be advanced in writing at the next level of appeal or said contention will not be given further consideration.

- (k) (1) Conductors and trainmen discharged from service and subsequently reinstated must report for duty or arrange for an appropriate leave of absence within thirty (30) calendar days from date of notification of their reinstatement, and while discharged will be required to keep the trainmaster currently informed of their address and telephone number and any subsequent change by certified letter with copy to the Local Chairman.
- (2) Conductors and trainmen being reinstated to the service by other than Board Award will retain their original seniority date and standing provided they report for duty within thirty (30) days from (a) date such notice is received as evidenced by return registered receipt, or (b) letter is returned unclaimed to employing officer, in which latter event the date as shown on sending party's receipt affixed by Post Office will establish date from which the 30-day period will run. Copy of reinstatement notice will be furnished Local Chairman.

- (3) Failure to report for duty within thirty (30) calendar days from date of notification will result in forfeiture of their seniority. These provisions will be subject to the trainmen and yardmen Stay Home Rule.
- (l) If the final decision decrees that charges against the employee were not sustained, the record shall be cleared of the charge; if the final decision decrees that the employee was unjustly dismissed after the investigation, he shall be reinstated and paid for all time lost.
- (m) No employee dismissed from the service will be reinstated after being out of service six months from date of dismissal unless such action is concurred in by the General Chairman of the UTU.
- (n)
 - (1) Employees acting as witnesses in investigations for and at the request of the Company will suffer no loss of earnings due to attending such Investigations; but, when called by the committee representing the employees or by individuals, no compensation will be paid by the Company.
 - (2) Except as provided in Item 5 hereof, employees disciplined shall not be compensated for attending such investigations unless such discipline is found to be unjust.
 - (3) Employees 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.
 - (4) Employees 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.
 - (5) Employees 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.
 - (6) There is no provision in the respective agreements requiring compensation for living expenses.
 - (7) Loss of earnings shall be determined on the following basis:
 - (A) For crews assigned to regular runs or jobs, lost earnings shall be the earnings of their assignments on days not permitted to work thereon.
 - (B) When all members of a pool freight train crew are required to attend formal investigations, and their turn becomes first out and is due to depart while they are not available, the turn will be placed at the bottom of the board and following crew used. If the crew becomes available for service and goes on duty before the crew used in its stead returns to the terminal, lost earnings shall be the one-way trip made by the substitute crew; if the substitute crew returns to the terminal before the crew attending the investigation becomes available for service and goes on duty, lost earnings shall be the earnings of the substitute crew.
 - (C) If less than all members of a pool freight train crew are required to attend a formal investigation, and their turn becomes first out and is due to depart while they are not available, their turn will be run in its turn with extra employees

replacing those held for the investigation; the latter to await return of their turn and lost earnings shall be the earnings of the extra employees used in their stead.

- (D) Extra employees required to attend a formal investigation, and who become first out and due for service while unavailable, will be removed from the board and paid a minimum day (at passenger rates for conductors or trainmen assigned to passenger extra boards, and through freight rates for all others) for each calendar day that they are held, and when released will be placed at the bottom of the board.
 - (E) Trainmen eligible for emergency service in higher grades shall not be available therefor while attending investigations or awaiting return of their turn, and lost earnings shall be calculated solely as provided herein.
- (o) Employees who attend investigations at the request of the Company and not disciplined and who suffer no loss in earnings as a result of such attendance, will be paid on the minute basis at one-eighth (1/8th) of the daily rate applicable to the last service performed, for the actual time required to be in attendance at the investigation, the time to be computed from the time required to report for the investigation until released therefrom with a minimum of three (3) hours.

NOTE: The parties recognize the need to expedite and timely resolve discipline cases; therefore:

- (1) The provision of this agreement will apply only to those discipline cases which the General Chairman and the Director-Labor Relations agree should be presented to an Expedited Board of adjudication established under the terms hereof.
- (2) At least thirty (30) days prior to the hearing the Organization will furnish the Neutral member of the Expedited Board a brief submission, not to exceed five (5) pages (excluding exhibits), and any awards they feel will support their position.
- (3) At least thirty (30) days prior to the hearing the Carrier will furnish the Neutral Member of the Expedited Board a brief submission, not to exceed five (5) pages (excluding exhibits), and any awards they feel will support their position. In addition, the Carrier will furnish:

Notice of the Investigation
Transcript of the Investigation
Letter notifying the employee of the discipline assessed

Employee's service and/or discipline record
Copies of correspondence between the parties

- (4) If a discipline case involves a request to remove demerits and the assessment of these demerits resulted in removal of claimant from service for excessive demerits, the claim for removal of demerits and for reinstatement must be progressed to the same Board, either the Expedited Board covered by this agreement or through normal Board procedures.
- (5) The Public Law Board Agreement attached hereto will establish the Expedited Board. It is understood a Neutral will be agreed upon by the parties to act as Third Member and

Chairman of the Expedited Board. Either party may, by formal notice, request a change in the Neutral Member of the Board. (Agreement signed January 4, 1990.)

ARTICLE 63

RIGHT OF APPEAL WITHIN 30 DAYS

Any employee believing himself improperly treated under these rules and regulations shall have the right to appeal to the designated succeeding higher officers of the Company. Grievances to be considered must be presented within thirty (30) days of occurrence.

ARTICLE 64

DISPUTE AS TO AMOUNT OF TIME TO BE ALLOWED

- (a) When there is a dispute as between time as claimed on time slip and proper allowance, payment will be allowed on current payroll to cover the amount concerning which no question exists and advice will be given claimant promptly as to reason for correction.
- (b) When employee obtains his check covering either wages or meal and lodging allowances and same is short an amount equal to one day's pay or more, through no fault of his own, time check to cover the shortage will be issued promptly upon request.
- (c) Employees will be notified in writing within sixty days and time slips or duplicates returned when time is not allowed as per reports and reason given for not allowing same.
- (d) When overpayments have been made to employees except those due to mechanical errors, no deduction shall be made to cover the overpayments, beyond sixty days prior to the date of advice to the individual, with respect to deduction to be made.
 - (1) Allowances made as a result of claim submitted by an employee will not be subject to adjustment after the expiration of sixty (60) days. However, any erroneous payment or allowance, not more than one year old, that resulted from mechanical or human error may be recollected upon discovery, provided the employee did not specifically claim what was covered by the erroneous payment or allowance. (Memo of Agreement effective May 1, 1985)
 - (2) As per our discussion, the employee will be notified of a recollection under this Agreement and if a sizeable recollection is to be made, Carrier will handle same on the basis of reasonable installments rather than a lump sum. (Letter Amending Memo dated March 14, 1985)
- (e) Details of a train, engine or yard service employee's pay check will be made available for delivery to the employee along with his regular pay check covering the same period where his pay check is scheduled for delivery on the 1st and 15th of the month, and with his regular pay check covering the following period where his pay check is scheduled for delivery on other than the 1st and 15th of the month.

ARTICLE 65

RECEIPTING FOR SPECIAL TIME CLAIMS

Penalty time claims may be receipted for locally. If not receipted for locally, the date received by T&PA will be controlling.

ARTICLE 66

TIME LIMIT ON CLAIMS

- (a) All claims must be presented in writing by or on behalf of the employee involved, to the designated representative of the Company authorized to receive same, within sixty days from the date of the occurrence on which the claim is based. Should any such claim be disallowed, the Carrier shall, within sixty days from the date same is filed, notify the employee or his representative of the reasons for such disallowance. If not so notified, the claim shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.

NOTE: If the employee or his representative contends Carrier did not comply with the 60 day provision of this paragraph, such position must be advanced in writing within 90 days or said contention will not be given further consideration.

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

When an informal conference is desired, request must be made within sixty (60) days from date of rejection and such conference will be scheduled by the Carrier to be held within sixty (60) days of the date request is received by the Carrier, which may be extended by mutual agreement. Settlements made on claims in informal conference will not be used by either party as a precedent and are not to be referred to by either party. The results of individual claim handling during informal conferences will be provided in writing by the Carrier to the General Chairman within ten (10) days after completion of this conference.

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

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

- (c) Decision by the highest officer designated by the Carrier to handle claims shall be final and binding unless within one year from the date of said officer's decision such claim is disposed of.

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

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

- (d) All rights of a claimant or crew involved in continuing alleged violations of Agreement shall, under this Article, be fully protected by continuing to file a claim for each occurrence (or tour of duty) up to the time when such claim is disallowed by the first officer of the Carrier. With respect to claims involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.
- (e) This Article recognizes the right of the accredited representatives of the organizations, parties hereto, to file and prosecute claims for and on behalf of the employees they represent.
- (f) This Article shall not be applicable to grievances other than time claims. Claims in connection with discipline cases, including requests for leniency, shall be handled in accordance with Article 62.
- (g) There will be no handing of claims or grievances with the Division Superintendent, except discipline cases.

MEMORANDUM OF AGREEMENT DECEMBER 12, 1997

During our discussion regarding the volume of claims under your respective collective bargaining agreements, we looked at several possible initiatives whereby we could reduce the backlog of claims and handle current claims in a more expedient fashion. We agreed, as an interim measure, to waive the requirement to appeal in writing to the highest designated officer and, instead, formally conference these claims. At the end of each conference we will memorialize the disposition of the claims and this would serve to satisfy the "... decision of the highest designated officer of the Carrier ..." provision contained in the agreements. I committed to each of you that we would conduct these formal conferences not less than every three (3) months.

We also recognized the challenges associated with securing evidence in order to properly dispose of claims. You committed to me that you would work with your Local Chairmen in an effort to have them collect documentation in support of the claim and we agreed that we would handle current claims based upon the evidence provided to you from the local level. This means that the BNSF Officer conducting informal conferences shall provide the UTU representative with all evidence provided by Operating Timekeeping so that information is on your file at the time of formal conference. It was expressly understood that this interim handling applies only to "merits" claims and that discipline claims would be handled under existing agreement provisions.

PILOT AND RIDER CLAIMS

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the United Transportation Union (CT&Y), Eastern and Western Lines including the Northern and Southern Divisions.

IT IS AGREED:

- (1) The Carrier's Eastern and Western Lines, including the Northern and Southern Divisions, and the United Transportation Union (CT&Y) agree, insofar as possible, on certain like or repeater claims as riders on one or more pilot claims to either be resolved in conference by the parties or submitted to Public Law Board. Both parties will accept and be governed by the settlement or Board Awards with respect to the pilot and rider claims but are not obligated to dispose of future claims on the basis of such Awards if any are palpably erroneous or do not follow the agreement rule(s).
- (2) The Carrier's Eastern and Western Lines, including the Northern and Southern Divisions, and the United Transportation Union (CT&Y) will, as far as possible, agree on "continuing claims" and one or more pilot claims on which the other claims will ride. It will not be necessary for the General Chairman to appeal the rider claims but such claims must be timely filed with the Centralized Timekeeping Bureau and the declinations retained by the Organization. The Organization will furnish a list which will contain claimant's name, date of claim and CTB file number of subsequent rider claims to the designated Carrier representative on or about every sixty days. It is not the intention that the sixty days would serve as a basis for alleged time limit violation and in supplying a list of claims to the Carrier, the Organization will not have to repeat listings that were already forwarded at an earlier date. Only additional claims with names, dates and file numbers will be sent for each subsequent period. The pilot claims can be resolved either by conference between the parties or a Public Law Board. In either case, both parties will observe the settlement or Award for the claims listed, but as in No. 1 above, are not obligated beyond the immediate claims.
- (3) All claims on the rider list must be handed by the Organization in accordance with the time limit provisions, i.e., within the 90 days specified from the date of declination by CTB. It will not be necessary to "conference" any claims listed as "riders."
- (4) The Carrier will then have 90 days from date of the Organization's letter within which to review that list to determine whether or not any exceptions will be taken to particular claims included as riders on a specific pilot case. If no exception is taken within this time limit, the entire list will be considered as riders.
- (5) On any claims the Carrier feels cannot be included as riders on a pilot claim, the Organization will be so notified in writing, and will then have 90 days from the date of the Carrier's letter of notification to handle those claims as a regular appeal claim.
- (6) This Agreement does not prohibit the Organization from utilizing the time limit on claims rule as it now exists instead of this Agreement if desired by the General Chairmen of any particular claim or claims.

ARTICLE 67

CONFERENCES

Conferences between representatives of the United Transportation Union and General Manager, Assistant General Manager or their representatives will be held on agreed dates and at agreed points on the properties formerly comprising the Gulf, Colorado & Santa Fe Railway Company (Northern and Southern Divisions), or may be held at Amarillo, Texas, as mutually agreed in each instance.

ARTICLE 68

USE OF ELECTRIC HAND LANTERNS

- (a) The railroad will permit the use of white electric hand lanterns by employees.
- (b) Employees will be furnished electric hand lantern by the railroad on which employed upon depositing with the railroad the actual cost thereof.
- (c) Deposits for lanterns secured from the railroad may be made by employees by depositing cash therefor or by signing a deduction order for the amount to be deducted from their pay checks on the current payroll.
- (d) When an employee leaves the service, either voluntarily, by discharge or by death, or those retaining employee relationship but not in active service, the lantern may be returned to the railroad, whereupon the amount of deposit made when the lantern was issued, shall be refunded to him or his estate or heirs.
- (e) Replacement of lanterns will be made by the railroad without cost to the employee under the following conditions:
 - (1) When worn out or damaged in the performance of railroad service upon return of the lantern issued by the railroad.
 - (2) When stolen while employee is on duty without neglect on part of employee.
 - (3) When destroyed in the performance of duty.
- (f) Employees will not be compelled to purchase lantern from the railroad, but may purchase it from other sources of their own choice, provided, however, that any lantern so purchased must conform with the standard prescribed by the railroad.
- (g) The electric lantern, bulbs and batteries must be of a standard prescribed by the railroad, and the lantern must be equipped with not less than two white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.
- (h) Each employee must provide himself with an electric white lantern, meeting the specifications set out in Section (g).

ARTICLE 69

LAYING OFF

- (a) Employees will be allowed to lay off account of illness of themselves or their immediate families when proper notice has been given. Employees will also be permitted to lay off account personal business when the exigencies of the service will permit.

The Carrier shall maintain a sufficient number of employees to permit reasonable lay off privileges and to protect must-fill vacancies, vacations, personal leave days and other extended vacancies.

It is the parties' intent that reasonable lay offs by both unassigned and assigned employees be permitted. The parties realize conductors, trainmen and yardmen are necessary for the seven day per week operation of the railroad. Therefore, the employees understand lay offs must be restricted or curtailed at certain times, and management understands its employees have occasions where they should be permitted to lay off.

Accordingly, the parties commit to work together to prevent excesses on either side, to keep our trains operating on time and to ensure that employees will have reasonable lay off opportunities.

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

Any doctor's letter of recommendation which does not contain a specific period of time will be limited to 45 days from the date of issuance.

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

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

ARTICLE 70

LEAVE OF ABSENCE

- (a)
 - (1) Other than as covered in Section (b) of this Article, leave of absence will not be granted for more than ninety days except in case of illness or injury the Carrier will, upon written request supported by doctor's recommendation, grant employee leave of absence and extend such leave until employee is released by the doctor
 - (2) An employee who is granted formal leave of absence for ten or more days will be obligated to observe a minimum of ten days and will not be permitted to mark up available for service until after the expiration of the tenth calendar day.
- (b)
 - (1) Employees engaged in United Transportation Union Committee or legislative work including Local, General or International Union offices or accepting an elective or appointive position with a state commission or the Interstate Commerce Commission will, upon request, describing the nature of their work, be granted leave of absence by letter for period so employed, including a 30-day separation period prior and subsequent to duration of assignment.
 - (2) It is further agreed, subject to approval of the General Chairman and the General Manager, the same privilege will be granted to employees elected to City, County, State and Federal offices.
 - (3) It is mutually understood that, for record purposes, after leave of absence has been granted by letter as set forth in the foregoing, regular leave of absence form will be provided by the Carrier and signed by the employee.
- (c) When employees leave the service of the Company of their own accord, they will not be reinstated.
- (d) When employees leave the service of the Company, they will, upon request, be given letter stating time of service, in what capacity employed and cause for leaving the service. The said letters to be given within a reasonable length of time; providing they have worked thirty days or more in permanent service.
- (e) Employees employed by contractors hold no rights in Company's service. If assigned by Company to contractors, other railroad companies, or outside service less than one year, they retain their original rights, but will lose their rights if they take outside service otherwise. Employees so assigned will be taken from the division on which their service is necessary.

ARTICLE 71

FREE TRANSPORTATION IN CASE OF TRANSFER

When assignment, change of division or change of trains requires employees to change their place of residence, they will be furnished free transportation for their families and household goods to their new place of residence at time of transfer.

ARTICLE 72

PHYSICAL RE-EXAMINATION

In the event of an employee of a class included in the scope of this Agreement who is found to be disqualified as a result of a re-examination conducted under the Company's rules governing physical examinations including eyesight, color sense and hearing feels that his physical condition does not justify removal from the service or restriction of his rights to service, such employee, upon request in writing by himself or his representative within 15 days following notice of disqualification, may be given further re-examination as follows:

(a) If disqualified because of physical disabilities:

- (1) The employee will be jointly re-examined by a physician designated by the Company and a physician of the employee'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 employee is disqualified, their decision is final; if they agree the employee is qualified, he will be returned to the service.
- (2) If the two physicians fail to agree, the employee'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 employee's disqualification. The board of physicians thus selected will examine the employee and render a report of their findings within a reasonable time, not exceeding 15 days after their selection, setting forth the employee's physical condition and their conclusion as to whether he meets the requirements of the Company's physical examination rules. The 15-day period may be extended through mutual agreement between the General Chairman and the General Manager.
- (3) The railroad company and the employee involved will each defray the expense of their respective physicians. The fee of the third member of the board, not exceeding \$100 will be borne equally by the employee involved and the railroad company. Other examination expenses, such as X-ray, electrocardiographs, etc., not exceeding \$100, will be borne equally by the employee involved and the railroad Company.
- (4) If the majority of the board of physicians conclude that the employee meets the requirements of the Company's physical examination rules, he shall be permitted to return to service from which removed.
- (5) If there is any question as to whether there was any justification for restricting the employee'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 employee will be compensated for loss of earnings, if any, resulting from such restrictions or removal from service incident to his disqualification.

- (6) Should the decision of the board of physicians be adverse to the employee 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 employee, or his representative, but not earlier than ninety (90) days after such decision, nor oftener thereafter than each ninety (90) days.

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

When an employee upon re-examination fails to meet the required standards on vision, color sense, or hearing, such re-examination may, if requested by the employee 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 employees from the ranks of train, engine or yard service, such field tests to be conducted in the following manner:

- (1) **FOR VISION AND COLOR PERCEPTION:** The field test will be made with flags, lamps and signals used in daily operation of engines and trains, with or without glasses, at varying distances, but not to exceed two thousand (2000) feet for the correct observation by day and by night of block signals, signal lights, lamps, flags, and fusees, under service conditions. Whenever necessary, the tests for color perception shall induce the varying atmospheric conditions existing with cloud 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.
- (2) **FOR HEARING:** The field test shall demonstrate ability to hear ordinary conversations, air whistle signals, torpedoes and other audible signals, under service conditions. The response to each test shall be as prompt as actual service conditions necessitate and the tests may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.
- (3) 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.
- (4) The Joint Committee will carefully record the different distances at which signals are displayed or given; the responses made by the individual tested, and the degree of promptitude of responses, and will make a joint report to the Management, advising whether the employee passed a satisfactory test and, if not, agreeing if possible in a recommendation as to the service, if any, to which the individual may be safely assigned.

**PAY FOR TIME LOST, DEADHEADING, ETC.,
IN CONNECTION WITH PHYSICAL RE-EXAMINATION**

- (c) (1) Except as otherwise provided in 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.
- (2) 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:

- (A) all time lost, or
 - (B) necessary actual miles of travel at the passenger rate, and he shall be reimbursed for necessary expenses incurred on his account only, until return. Convenient available passenger train service will be used, unless upon request Carrier authorizes another mode of travel. Allowance will not be made for more time lost and expenses incurred than are necessary for the travel period, completion of the examination and expeditious return to his terminal or point of residence.
- (d) An employee 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 ten days such advance notice, the Carrier, at its discretion, will have ten days to accomplish a medical evaluation, during which time no payment will be made for time lost, but he will be paid for necessary actual miles of travel and expenses as outlined in Section (c)(2) hereof.
- (e) When instructed by the Carrier to undergo a medical examination at the home terminal of his assignment or at his point of residence if his normal habits make available a reasonable opportunity for examination at such point, and sufficient time is allotted without loss of time, the employee shall arrange to undergo such examination in that manner.

When instructed by the Carrier to undergo a medical examination at the home terminal of his assignment or at his point of residence, the employee will make a reasonable effort to obtain the medical examination without loss of time. If, in his opinion, he is unable to do so, such advice must be furnished to his appropriate supervisor in order to permit the Carrier to arrange for scheduling such examination which will be a requirement in order to receive pay under this rule for all time lost (if any). After the scheduling of the examination, if an employee is displaced from or bids off his assignment, he must notify the Carrier at least 24 hours in advance of his appointment in order to permit rescheduling of the examination to avoid loss of time.

- (f) A furloughed 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.

ARTICLE 73

WEARING EYEGLASSES ON DUTY

In connection with the Carrier's desire to eliminate eye injuries and/or incidents through the process of having all on duty employees, not exclusively assigned to inside or office duties, wear glasses:

- (a) Employees will be required to wear glasses while on duty and working, and will have the option of wearing any type or pair of glasses of their choosing so long as the glasses worn meet the Carrier's medical visual requirements in the employee's particular case.
- (b) Employees will no longer be required to wear industrial safety glasses.
- (c) The wearing of side shields on glasses will be optional for those employees who desire to use them; and they will be supplied by the Carrier on request.
- (d) Employees whose vision condition requires prescription glasses in order to meet Carrier medical requirements, may, if they desire, secure a pair of clear and/or color industrial safety prescription glasses through the Carrier's American Optical Program, and it will pay for the frames and case, and the employee will pay for the lenses and any other associated cost.
- (e) Plano glasses, i.e., non-prescription, will continue to be made available in both clear and color lenses in several styles without cost to employees.
- (f) Replacement glasses will be made available at the Carrier's expense in the same manner as the original glasses were secured when defective and/or worn out and returned.
- (g) The Carrier will provide plano glasses, i.e., non-prescription glasses, at on duty points for employees who have forgotten their glasses, i.e., non-prescription, and those employees will return same at the completion of their tour of duty.
- (h) Employees performing service in the rain or fog may remove same while working when, in their opinion, their vision would be improved by removing their glasses.
- (i) Carrier will not over-react with discipline procedures in cases where employees have not fully complied with this eyeglass program.
- (j) In the future, the Carrier will not be subject to any cost on behalf of any employee other than specifically set forth in (c) (d) and (e).

ARTICLE 74

HEALTH AND WELFARE

The Agreement relating to the establishment and maintenance of a "health and welfare" and "dental" program is not quoted herein, however such Agreement will remain in effect in accordance with the terms of any Agreements thereto which provide for Health and Welfare coverage.

Aetna Dental	1-800-424-9747
United Health Care for Dependents	1-800-842-5252
Vision Service Plan	1-888-877-4782
CARE Hospital Association for Employees	1-800-334-1330 (or 773-1330 local Temple, TX.)

Description of each plan may be obtained by contacting provider.

ARTICLE 75

OFF-TRACK VEHICLE ACCIDENT BENEFITS

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

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

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

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

- (3) Time Loss: The Carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the Carrier for time actually lost, subject to a maximum payment of \$150.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.
- (4) Aggregate Limit: The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the Carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount at payments otherwise payable hereunder exceeds the aggregate limit herein provided, the Carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.
- (c) Payment in Case of Accidental Death: Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.
- (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 an employee passenger who is under the influence of alcohol or drugs who in any way contributes to the cause of the accident;
 - (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
 - (6) While an employee is commuting to and/or from his residence or place of business.
- (e) Offset: It is intended that this Article 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) (1) Subrogation: (July 17, 1968 National Agreement – Trainmen)

The Carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the Carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after September 1, 1968.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article XI of the Agreement of July , 1968, _____ (employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article XI."

(2) Subrogation: (March 19, 1969 National Agreement - Conductors)

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.

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 V of the Agreement of March 19, 1969, _____ (employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article V."

(g) (1) Savings Clause: (July 17, 1968 National Agreement -Trainmen)

This Article XI supersedes as of September 1, 1968 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 August 15, 1968, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article XI in lieu of this Article XI.

(2) Savings Clause: (March 19, 1969 National Agreement - Conductors)

This Article V 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 V in lieu of this Article V.

NATIONAL AGREEMENTS, 7-17-1968 and 3-19-1969 AS AMENDED 8-25-1978.

Existing time-limit-on-claims rules in National Agreements or this Agreement do not apply to claims filed under aforesaid off-track vehicle accident provisions. Accordingly, the rights of neither employees nor the railroad will be prejudiced by a failure to comply with a provision of such rules.

APPENDIX

Letter, Vice President-Personnel and Labor Relations Elterman to General Chairman Sawyer, dated January 29, 1980:

In connection with your Section 6 Notices, December 5, 1979 and January 2, 1980, reading:

"Conductors, trainmen and yardmen will not be required to use any transportation vehicle when being deadheaded and/or transported by the carrier, unless the vehicle is being operated by an agent of the Atchison, Topeka, and Santa Fe Railway Company."

it was agreed same was withdrawn as result of Carrier's assurance the vehicle an employee is instructed to use for transportation, or alternate transportation the employee has secured permission to use, shall meet the criteria of the "off-track vehicles authorized by the Carrier" as referred to in the so-called "Off-Track Agreement" contained in the Agreements of July 17, 1968 and March 19, 1969 (UTU).

ARTICLE 76

UNION SHOP AGREEMENT

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 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-service men 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 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 non-compliance. 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 the 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 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 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 (1) 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 address(es) of its representatives who are authorized to serve and receive the notices described in this Agreement. The Carrier shall notify the General Chairman of the Organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Agreement.
- (h) In computing the time periods specified in this Agreement, the date on which a notice is received or decision rendered shall not be counted.
- (i) 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 noncompliance with any part of this Agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to a judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any 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 noncompliance 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 noncompliance with any part of this Agreement.

SECTION 8:

In the event that seniority and employment under the Rules and Working Conditions Agreements is terminated by the Carrier under the provisions of this Agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this Section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to be 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:

In the application of the Union Shop Agreement, any employee of the Company who, on the date on which compliance with the Union Shop Agreement is required, is not a member of the union representing his craft or class, or any new employee entering the service of the Company, if he would otherwise be required to be a member of a union under the Union Shop Agreement, will be deemed to have met the requirements of the Union Shop Agreement provided he pays to the union representing his craft or class the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required of all members of such union with the time limits provided for in the Union Shop Agreement.

ARTICLE 77

EMPLOYEE INFORMATION

Commencing June 1975, the carriers will provide each General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days after the month in which the employee is hired or terminated. Where railroads cannot meet the 30-day requirement, the matter will be worked out with the General Chairman. (January 29, 1975 National Agreement Article IV)

ARTICLE 78

DEDUCTION AGREEMENT

Pursuant to the provisions of Article II of National Agreement dated April 27, 1973, captioned "COST-FREE UNION DUES DEDUCTION AGREEMENT," the present Union Dues Deduction Agreements, identified as Appendix No. 9 of the Conductors' Agreement, Article 87 of the Trainmen's Agreement and Article 68 of the Yardmen's Agreement between The Atchison, Topeka and Santa Fe Railway Company, Western Lines - Northern and Southern Divisions, hereinafter referred to as the Company, and its employees represented by the United Transportation Union, Conductors' and Trainmen's Committee, hereinafter referred to as the Organization, are amended as indicated below:

SECTION 1:

- (a) Subject to the conditions hereinafter set forth, the Company will deduct all sums for initiation fees, periodic union dues, assessments and insurance premiums (not including fines and penalties) payable to the Organization by members of the Organization employed by the Company from wages earned in any services, upon the written and unrevoked authorization of a member, in the form agreed upon by the parties hereto, copy of which is identified as Attachment "A" and made a part hereof.
- (b) The signed authorization may, in accordance with its terms, only be revoked by executing the revocation form specified herein within:
 - (1) The fifteen (15) day period immediately following the first anniversary of the effective date of this agreement; or
 - (2) Thereafter in any year within the fifteen (15) day period immediately following the first day of February, which is the anniversary date of this agreement.

Revocation of the authorization shall be in the form agreed upon by the parties, copy of which is identified as Attachment "B" and made a part hereof.

- (c) Both the authorization forms and the revocation of authorization forms shall be reproduced and furnished to its members by the Organization, without cost to the Company. The Organization shall assume full responsibility for procuring the execution of the authorization forms by the members and for delivering such authorizations to the Company. In like manner, the revocation of an authorization shall be furnished by the members to the Organization, which shall be solely responsible for its delivery to the Company, as set forth in Section 2 hereof.

SECTION 2:

Deductions, as provided herein, shall be made by the Company in accordance with uniform certified deduction lists furnished to the Auditor of Disbursements in duplicate by the Treasurer of the Local of which the employee is a member. Such lists, together with authorization and revocation of authorization forms, shall be furnished to the Auditor of Disbursements on or before the tenth day of each month in which the deduction or termination of deduction is to become effective, as hereinafter provided. The original lists furnished shall show the member's name, the member's Social Security number and the amount to be deducted, in the form approved by the Company. Thereafter, two lists shall be furnished each month by the Treasurer of the Local to the Auditor of Disbursements, as follows:

- (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, on or before the twenty-fifth day of the month following the month in which such deductions are made. With such remittance the Company will furnish the Treasurer of the Local a statement showing members from whom deductions were made and the amount of deductions.

SECTION 4:

- (a) In the event earnings of a member are insufficient to permit the full amount of deduction, no deduction will be made and responsibility for collection shall rest entirely with the Organization.
- (b) The following payroll deductions shall have priority over deductions covered by this Agreement:
 - Federal, State and Municipal taxes and other deductions required by law, including garnishments and attachments
 - Amounts due the Company
 - Hospital Association contributions
 - Prior valid assignments and deductions
- (c) In cases where no deduction is made from the wages of a member due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the member for any subsequent payroll period.

SECTION 5:

No cost will be charged against the Organization or the affected employee in connection with this Dues Deduction Agreement.

SECTION 6:

Responsibility of the Company under this agreement shall be limited to remitting the amounts actually deducted from wages of members, pursuant to this Agreement; and the Company shall not be responsible, financially or otherwise, for failure to make deductions or for making improper or inaccurate deductions.

Any question arising as to the correctness of the amount deducted shall be handled between the member involved and the Organization.

SECTION 7:

The Organization shall indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Agreement.

SECTION 8:

In the event of any change in the representation of the 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.

ARTICLE 78
ATTACHMENT "A"
DEDUCTION AUTHORIZATION

I hereby assign to the United Transportation Union (Conductors' and Trainmen's Committee) 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, by the Treasurer of my Local in monthly statements, certified by him, as provided under the Deduction Agreement entered into by and between the Organization and the Company effective February 1, 1974, 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.

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, State and Zip Code

Division _____

Occupation _____

_____, 19 _____
Date

Signature

Local No.

**ARTICLE 78
ATTACHMENT “B”
DEDUCTION AUTHORIZATION REVOCATION**

Effective _____, I hereby revoke the Deduction Authorization now in effect, assigning to the United Transportation Union (Conductors' and Trainmen's Committees) 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 February 1, 1974.

Name			
(Last)	(First)	(Middle Initial)	

Employee Social Security Account No. _____

Home Address _____
Street and Number _____

City, State and Zip Code

Division _____

Occupation _____

_____, 19____
Date

Signature

Local No.

ARTICLE 79

PERIODIC RE-EXAMINATION ON OPERATING RULES

The Operating Department Mandatory Rules Class Agreement dated December 14, 1976 is revised in its entirety to provide:

- (1) The Carrier will determine the frequency of the program, i.e, annually, biennial, etc.
- (2) The program for each employee shall consist of oral/visual presentation and multiple choice examination.

NOTE: This will confirm the commitment made to you during the conference in Chicago that those employees represented by the United Transportation Union who do not have the ability to read and/or write sufficiently to undergo written examinations will be given oral examinations by the Rules Examiner to determine whether or not they are sufficiently qualified and have adequate knowledge of the governing rules. If such an employee can satisfactorily pass the oral examination, this will suffice and appropriate grade will be allowed to same as if written examination had been taken. (Letter of Understanding, February 6, 1973)

- (3) The program for each employee will not exceed eight hours, exclusive of a lunch break consisting of not less than one hour.
- (4) Local supervision on each seniority district will schedule conductors/brakemen/yardmen rules classes. If there are insufficient volunteers by 1:00 p.m. on the day prior to scheduled class, Carrier may call additional employees between the hours of 1:00 p.m. and 5:00 p.m. and they will be obligated to attend or secure permission to be absent. Employees will not be required to attend rules classes during their assigned vacation period nor will they be required to attend when they are already laying off or on assigned rest day. Employees will not be censured or disciplined in any manner for missing a call when called for rules classes.
- (5) An employee on an extra board who is required to attend the class will not have his turn removed from the board. Upon completion of the class, the employee will be returned to the board and, after the required rest, will be eligible to be called for service. If the extra board turn works up to first-out, the turn will be held until the employee has completed the rules class and has received the required rest.
- (6) The allowance for attending operating rules classes on first attempt will be \$133.41, if there is no time lost. This allowance is subject to subsequent wage increases.
- (7) An employee assigned to a chain gang turn or regular assignment, who is required to lay off to attend the rules classes on the first attempt, will be paid lost earnings or the rules class allowance, whichever is greater, but in no event will both be paid.
- (8) The allowance for the class will not be used to offset any guarantee earned while occupying a guaranteed extra board.
- (9) Failure to satisfactorily pass the required examination on first attempt will necessitate a second attempt by the employee without pay, within a period not to exceed 30 calendar days from date of first failure, exclusive of any period he is on formal leave of absence, suspension or vacation.

Written notification by the employee of his availability for the required examination within the period specified herein will be considered as having met the time limit requirements of this Section 9.

- (10) An employee who fails to satisfactorily pass the required examination on second attempt will be suspended and will remain suspended from service until he satisfactorily passes the required examination, which attempts will not be more than 60 calendar days from date of last attempt, even if necessary to schedule special class. Classes will be made available to these employees not more than 15 days following previous failure.
- (11) If an employee does not comply with the time limits prescribed Section 9 hereof, he will be considered as having failed the examination.
- (12) An employee, who earlier in the year was promoted to engineer, conductor or engine foreman and has undergone an examination on the operating rules, as required by other Company rules, will not be subject to this program in the same calendar year. An employee must, however, undergo, and be credited with, satisfactorily passing an examination for each calendar year for which classes are held.
- (13) Employees required to attend classes at other than their terminal of assignment, which requires deadheading, will be paid the applicable deadhead rate in addition to the rules class allowance provided herein, or time lost, whichever is greater.
- (14) A grade of 80% is required for employees promoted to conductor or engine foreman to pass the examination. A grade of 70% is required for employees who are not promoted to conductor or engine foreman to pass the examination. An employee will be required to correct any incorrect answers. If an employee fails on first attempt, such employee will be required to correct any incorrect answers. If an employee fails on first attempt, such employee will be required to retake only those questions previously missed on the second attempt. Any attempt(s) thereafter will require retaking the entire test.

ARTICLE 80

This Agreement does not contemplate the payment of double time for the same time or the same service.

ARTICLE 81

USE OF COMMUNICATION SYSTEMS

- (1) It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employees covered by this Agreement. Existing rules to the contrary are hereby eliminated.
- (2) On road where rules now exist which provide for the payment of arbitraries to employees for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

PORTABLE RADIOS

- (a) Portable radios will be furnished each member of a reduced crew consisting of one conductor (foreman) and one brakeman (yard helper) for his use while on duty. Such radios will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body or will be of such size as to permit being placed in coat or trouser pocket. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function. Carrier will be responsible for maintenance of radios and employees will not be held responsible for failure or malfunction of radio equipment unless obviously caused by employee abuse or tampering.
 - (b) Sufficient frequency channels will be utilized to provide safe communication.
 - (c) Except in an emergency, reduced yard crews will not be required to start switching or perform transfer service without operable portable radios and, in addition, operable radio on engines nor will they be censured or disciplined in any manner for refusing to do so.
 - (d) Except in an emergency, reduced crews in road service will not be required to perform switching or depart a terminal with train not having radio communication between rear and head end of train in addition to operable portable radios, nor will they be censured or disciplined in any manner for refusing to do so.
- (1) EMERGENCIES:
- (A) A derailment or other accident necessitating immediate action to protect persons and/or property.
 - (B) Immediate action to avert accidents and obviate personal injuries and/or property damage.
 - (C) Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitate immediate action to protect persons and/or property.
 - (D) In road service, when a radio becomes inoperable after a train departs the initial terminal, as defined in Article 11 of the Crew Consist Agreement.
 - (E) When a radio becomes inoperable on a yard assignment but only for the length of time it takes to get an operable radio to the crew.

(2) NOT EMERGENCIES:

- (A) No operable radio available.
- (B) The need to perform work immediately, minus a condition such as those mentioned in (1), above.
- (C) To clear a track for an inbound train, a transfer cut or other cut of cars.
- (D) To commence weighing cars.
- (E) To start humping a train or cut of cars.

ARTICLE 82

REPORTS

- (a) Conductors will prepare and render reports and specified forms as may be required in accordance with practice in effect as of March 1, 1969.
- (b) Any subsequent change will be negotiated between the Vice President, Personnel and Labor Relations and the General Chairman.

ARTICLE 83

DEFINITION OF TRAINMAN

The terms "Trainman" or "Trainmen," as used in this Agreement, is understood to mean freight and passenger Conductors, Brakemen and Flagmen (This does not change applicable rules where craft specific.)

ARTICLE 84

30 DAYS NOTICE OF CHANGE

- (a) The Company on its part and the United Transportation Union on its part, agree that conductors and trainmen will perform the several stipulations and duties required as provided in this Agreement, until thirty (30) days notice has been given by either party to the other, requesting a change in same.

CALLED ON TO PERFORM SERVICE CONTRARY TO AGREEMENT

- (b) When conductors and trainmen are ordered to perform service contrary to the articles enumerated herein, they shall be so ordered in writing and shall obey, but may protest to the officer giving the order, and at the earliest opportunity thereafter may refer the matter to their representative who may handle the matter with such officer, or other officers of the Company as may be proper.

ARTICLE 85

ENACTING AND TERMINATING CLAUSE

- (a) This Agreement became effective June 1, 1968 (Trainmen) and March 1, 1969 (Conductors) and has been reprinted as of September 25, 2000, to reflect that set forth in the Preamble and to reflect basic rates effective December 31, 1999.
- (b) This agreement shall continue in effect subject to thirty (30) days written notice by either party of a desire to change or terminate same in accordance with the Railway Labor Act, as amended, except as provided below.
- (c) These rules will be applied by the parties in compliance with State and Federal Laws and Regulations and without regard to the race, religion, color, creed, national origin, or sex of the individuals covered by the rules.
- (d) Any existing Agreements, interpretations or understandings not in conflict with this revised Agreement will remain in effect.

APPENDIX 1

SHORT POOL AT ALLIANCE

I am writing in connection with service out of Alliance and to document our discussions on this matter.

Upon the opening of the Alliance facility, through freight turnaround service will be operated between Alliance and Gainesville, Texas. This service will be protected from the current Dallas short pool. When a crew originating at Alliance arrives at Gainesville, the crew will be deadheaded back to Alliance in combined service. When service needs to be protected out of Gainesville, a crew will be deadheaded from Alliance to Gainesville (in combined service) and work back to Alliance.

This service will be for a 45-day trial period effective on or about the date the Alliance facility opens. When we meet on May 2, 1994, at Euless, we will evaluate these operations and decide what revisions need to be made, if any.

APPENDIX 2

CLEBURNE RUN THROUGH

Pursuant to Article IX, UTU National Agreement of October 31, 1985, The Atchison, Topeka and Santa Fe Railway Company may establish interdivisional (ID) service for pool freight crews as set forth below:

TERMINALS

Interdivisional pool freight crews will operate between the terminals of Gainesville and Temple. Gainesville and Temple will be the home terminals for the interdivisional pools. Pool freight crews in interdivisional service will work first-in, first-out, will only protect ID runs, and will not be used in turnaround service except as provided herein. Cleburne will be eliminated as a terminal for pool freight crews operating between Gainesville and Temple.

BASIS OF PAY

All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that time.

Current actual miles run are as follows:

Gainesville – Temple	195 miles
via BN Yard at Fort Worth	207 miles
(Current mileage per letter dated 3-18-94)	

Pool freight crews called for and departing the terminal in interdivisional service will be allowed the mileage terminal to terminal, except when the service is interrupted by an emergency such as flood, washout, major derailment, etc.; i.e., an Act of God, and pool freight crew is returned to the originating terminal. In that event, the crew will be placed first out after eight hours rest, being given first consideration for deadhead to the home terminal. It is understood the foregoing does not modify the current call and release rule.

PROVIDING RELIEF FOR HOURS OF SERVICE LAW CREWS

In connection with relieving interdivisional pool freight crews tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road crew out of the terminal:

WESTBOUND (SOUTHBOUND) TRAINS

Between Gainesville and Cleburne including Cleburne	-	ID Pool freight crew standing first out at Gainesville
Between Cleburn and Temple	-	Extra board crew at Temple

EASTBOUND (NORTHBOUND) TRAINS

Between Temple and Cleburne including Cleburne	-	ID Pool freight crew standing first out at Temple
Between Cleburne and Gainesville	-	Extra board crew at Gainesville

When an interdivisional pool freight crew is tied up under the Hours of Service Law and is to be transported to the distant terminal to complete the trip, the following will govern:

1. One hour will be free time.
2. Straight time allowance will be paid for any time in excess of free time calculated from time tied up under the Hours of Service Law and time transportation became available.

PROTECTING OTHER THAN ID SERVICE

All unassigned service, other than ID between Gainesville and Temple will be protected by the governing extra boards. Regular assignments will be protected by regularly assigned conductors and brakemen.

VACATIONS

A pool freight conductor or brakeman in interdivisional service will be permitted to advance the starting date of a scheduled vacation period to coincide with the start of layover days, but not to exceed three days.

MOVING/REAL ESTATE

Article IX, Section 7 of the October 31, 1985 UTU National Agreement, will be applicable to any conductor or brakeman whose principle residence was the Cleburne area on July 6, 1990, and who is required to change his/her residence as a result of the implementation of this Agreement.

PROTECTION

Article IX, Section 7 of the October 31, 1985 UTU National Agreement will be made a part of this Agreement.

NOTE 1

This will confirm our understanding that any trains originated or terminated (including trains delivered to or received from foreign line carriers) in the Fort Worth area will be handled by interdivisional pool crews. A crew handling a train into the greater Fort Worth area will be transported to the distant terminal, unless they are used to operate another train to the distant terminal. If transported, they will depart the greater Fort Worth area within an hour from tie-up; otherwise, the one hour free time/straight time until departure provisions of the agreement or overtime, whichever is greater, will apply.

If conditions or service changes, or when interdivisional service is established out of the greater Fort Worth area to the west coast, the parties will meet to discuss possible adjustments of the above handling.

NOTE 2

This will confirm our understanding that conductors' and brakemen's extra boards may be established in the greater Fort Worth area after the interdivisional service between Gainesville and Temple commences. The conductors' and brakemen's extra boards at Cleburne may be operated concurrently with the Fort Worth boards or abolished.

If the conductors' or brakemen's extra boards at Gainesville become exhausted, vacancies working north of Gainesville will be filled by forcing from the north pool, and vacancies working south of Gainesville will be filled by forcing from the south pool.

NOTE 3

The parties will meet on or about 60 days after implementation of interdivisional service between Gainesville and Temple to discuss the general operation of the run-through, and, in particular, the following:

1. The 50/50 distribution of trips between Temple and Gainesville.
2. The level of employees assigned to the conductors' and brakemen's extra boards at Gainesville will be staffed at a number not less than the minimum as provided in Side Letter No. 11 of the Memorandum of Agreement effective September 1, 1989, plus one conductor and brakeman on each respective board. At the meeting, the parties will review the staffing level to determine whether or not the additional extra board employees are necessary.
3. The provisions of Side Letter No. 11 to this Agreement.

The foregoing does not preclude the parties from holding future discussions concerning the run-through, if desired.

NOTE 4

This will confirm the provisions of Paragraph (7) of the Memorandum of Agreement dated December 7, 1983, concerning caboose-less operations, as modified by Article VIII of the October 31, 1985 UTU National Agreement, will apply to ID crews required to deadhead on trains.

NOTE 5

All home-terminal Gainesville ID employees will receive a two-hour call for ID service working from Gainesville to Temple.

NOTE 6

While the Agreement provides for placing crews at the bottom of the inactive board upon arrival at the home terminal, it is agreed a crew who has deadheaded from the home terminal to the away-from-home terminal, or vice versa, may make request upon arrival at the home terminal to be advanced two turns from the bottom of the board. The request will indicate the crew to follow.

No claim for runaround or so-called mishandling will be allowed when a crew is moved ahead on the board in accordance with this Agreement.

This NOTE 6 will be subject to change under the terms set forth in NOTE 3 of this Agreement.

NOTE 7

It is not the parties' intent that ID crews be required to regularly perform local work en route.

NOTE 8

The parties agree that NOTE 2 does not intend for ID crews to be used in short turnaround service between Gainesville and the greater Fort Worth area on trains between those two points. It is the parties' intent that such work would be protected by either the extra board at Gainesville or the greater Fort Worth area or by a short pool or by a regular assignment.

(SEE APPENDIX 17, VARIABLE CALLING)

APPENDIX 3

BROWNWOOD RUN THROUGH

TERMINALS

Interdivisional pool freight crews will operate between the terminals of Saginaw and Sweetwater and between Temple and Sweetwater. Temple, Sweetwater, and Saginaw will be the home terminals for the interdivisional pools. Pool freight crews in interdivisional service will work first-in, first-out, will only protect ID runs, and will not be used in turnaround service except as provided herein. Brownwood will be eliminated as a terminal for pool freight crews operating between Temple and Sweetwater and between Sweetwater and Saginaw.

BASIS OF PAY

All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that time.

Current actual miles run are as follows:

Sweetwater – Temple	246 miles
Sweetwater – Saginaw (via Brownwood)	265 miles
Between Sweetwater & Alliance (via The Dublin District)	276 miles
Over the UP between Sweetwater & Alliance	220 miles

Pool freight crews called for and departing the terminal in interdivisional service will be allowed the mileage terminal to terminal, except when the service is interrupted by an emergency such as flood, washout, major derailment, etc.; i.e., an Act of God, and pool freight crew is returned to the originating terminal. In that event, the crew will be placed first out after eight hours rest, being given first consideration for deadhead to the home terminal. It is understood the foregoing does not modify the current call and release rule.

PROVIDING RELIEF FOR HOURS OF SERVICE LAW CREWS

In connection with relieving interdivisional pool freight crews tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road crew out of the terminal:

TEMPLE TO SWEETWATER

Between Temple and Brownwood including Brownwood	-	ID pool freight crew standing first out at Temple
Between Brownwood and Sweetwater	-	Extra board crew at Sweetwater

SWEETWATER TO TEMPLE

- | | | |
|--|---|---|
| Between Sweetwater and Brownwood including Brownwood - | - | ID pool freight crew standing first out at Sweetwater |
| Between Brownwood and Temple | - | Extra board crew at Temple |

SAGINAW TO SWEETWATER VIA BROWNWOOD

- | | | |
|---|---|--|
| Between Saginaw and Brownwood including Brownwood | - | ID pool freight crew standing first out at the Saginaw |
| Between Brownwood and Sweetwater | - | Extra Board crew at Sweetwater |

SWEETWATER TO THE SAGINAW VIA BROWNWOOD

- | | | |
|--|---|---|
| Between Sweetwater and Brownwood including Brownwood | - | ID pool freight crew standing including first out at Sweetwater |
| Between Brownwood and Saginaw | - | Extra Board crew at the Saginaw |

When an interdivisional pool freight crew is tied up under the Hours of Service Law and is to be transported to the distant terminal to complete the trip, the following will govern:

1. One hour will be free time.
2. Straight time allowance will be paid for any time in excess of free time calculated from time tied up under the Hours of Service Law and time transportation became available.

PROTECTING OTHER THAN ID SERVICE

All unassigned service, other than ID service between Sweetwater and Temple and between Sweetwater and Saginaw will be protected by the governing extra boards. Regular assignments will be protected by regularly assigned conductors and brakemen.

VACATIONS

A pool freight conductor or brakeman in interdivisional service will be permitted to advance the starting date of a scheduled vacation period to coincide with the start of layover days, but not to exceed three days.

MOVING/REAL ESTATE

Article IX, Section 7 of the October 31, 1985 UTU National Agreement, will be applicable to any conductor or brakeman whose principle residence was the Brownwood area on November 1, 1985, and who is required to change his/her residence as a result of the implementation of this Agreement.

PROTECTION

Article IX, Section 7 of the October 31, 1985 UTU National Agreement will be made a part of this Agreement.

NOTE 1

This will confirm the provisions of Paragraph (7) of the Memorandum of Agreement dated December 7, 1983, concerning cabooseless operations, as modified by Article VIII of the October 31, 1985 UTU National Agreement, will apply to ID crews required to deadhead on trains.

NOTE 2

All home-terminal Sweetwater ID employees will receive a two-hour call for ID service working from Sweetwater to Temple, or Sweetwater to Saginaw.

NOTE 3

When the active board is set, if a crew(s) is (are) to be deadheaded, they will be designated at the time the active board is set. If a trainman is activated to work and is subsequently deadheaded, full district mileage will be allowed (actual miles deadheaded). A crew at the away-from-home terminal, once designated as a deadhead to the home terminal, may deadhead on earlier train, provide their own transportation, or be transported by limousine, if the carrier elects to use a limousine. However, proper authority must be obtained from the Regional Operations Center if requesting to deadhead in advance of designated turn. The turn itself will be placed in proper sequence upon the turn's arrival at the home terminal.

NOTE 4

If junior Temple trainmen/yardmen are force assigned to Sweetwater for at least five continuous months as a result of this run-through, the employee will be entitled to the moving/real estate provisions of the Agreement.

Any Temple trainman force assigned to Sweetwater will receive the allowance in lieu of lodging (currently \$14.44) for a maximum of 15 days during the first year of this agreement.

NOTE 5

This is to confirm that there will be a 50/50 distribution of trips between Temple and Sweetwater.

NOTE 6

This is to confirm that Cleburne trainmen will be entitled to twenty-five percent of the jobs between Saginaw and Sweetwater.

(SEE APPENDIX 17, VARIABLE CALLING)

APPENDIX 4

SOMERVILLE RUN THROUGH

Pursuant to Article IX, UTU National Agreement of October 31, 1985, The Atchison, Topeka and Santa Fe Railway Company may establish interdivisional (ID) service for pool freight crews as set forth below:

TERMINALS

Interdivisional pool freight crews will operate between the terminals of Temple and Silsbee, Texas. Temple and Silsbee will remain home terminals as presently defined. Pool freight crews in interdivisional service will only protect ID runs and will not be used in turnaround service, except as provided herein.

BASIS OF PAY

All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that time.

Current miles are as follows:

Westbound Conductor/Brakeman

Temple – Silsbee	230
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Temple – Silsbee via Beaumont	269
----------------------------------	-----

Eastbound

Silsbee – Temple	230
------------------	-----

Silsbee-Temple via Beaumont	269
--------------------------------	-----

Pool freight crews called for and departing the terminal in interdivisional service will be allowed the mileage terminal to terminal, except when the service is interrupted by an emergency such as flood, washout, derailment, and pool freight crew is returned to the originating terminal. In that event, the crew will be placed first out over all others on the inactive board after eight hours rest, being given first consideration for deadhead to its home terminal. It is understood the foregoing does not modify the current call and release rule.

PROVIDING RELIEF FOR HSL CREWS

In connection with relieving interdivisional pool freight crews tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road crew out of the terminal:

EASTBOUND TRAINS

- | | | |
|--|---|--|
| Between Silsbee & Somerville | - | ID pool freight crew standing first out at Silsbee |
| Between Somerville & Temple,
including Somerville | - | Extra board crew at Temple |

WESTBOUND TRAINS

- | | | |
|--|---|--|
| Between Temple & Somerville,
including Somerville | - | ID pool freight crew standing
first out at Temple |
| Between Somerville & Silsbee | - | Extra board crew at Silsbee |

When an interdivisional pool freight crew is tied up under the Hours of Service Law and is to be transported to the distant terminal to complete the trip, the following will govern:

1. One hour will be free time.
2. Straight time allowance will be paid for any time in excess of free time calculated from time tied up under the Hours of Service Law and time transportation became available.

PROTECTING OTHER THAN ID SERVICE

All service, other than ID, between Silsbee and Somerville will be protected by the Silsbee extra boards. All service other than ID, between Somerville and Temple will be protected by the Temple extra boards. Regular assignments will continue to be protected as at present.

DEADHEADING

If at the home terminal or away-from-home terminal a crew stands to deadhead but also deadheaded the previous trip, the turn will be runaround without penalty to the Carrier and the next out turn, having the same terminal, will be used to deadhead if available.

VACATIONS

An employee in interdivisional service will be permitted to advance the starting date of a scheduled vacation period to coincide with the start of layover days.

PROTECTION

Article XIII of the January 27, 1972 agreement will be made a part of this Agreement.

DISPUTES

Should a dispute arise as to the proper application or interpretation of this agreement, the parties hereby agree to submit such dispute, on an expedited basis, to either a Public Law Board or some other tribunal having jurisdiction for final and binding adjudication.

NOTE 1

Referring to proposed agreements for interdivisional service between Silsbee and Temple and specifically the provisions contained therein to runaround crews who have deadheaded previously:

As per conversation, Carrier is agreeable to permitting interdivisional crews, who are runaround on the board at the home or away-from-home-terminal due to having deadheaded previously, to regain their turn at the home terminal provided they properly notify the crew clerk upon arrival at that location.

The foregoing handling would be placed into effect on a local option basis after notice is received from the local chairmen.

(SEE APPENDIX 17, VARIABLE CALLING)

APPENDIX 5

ALLIANCE TO CHILDRESS

1. The purpose of this agreement is to provide for expedited changes in services, facilities, operations, seniority districts and existing collective bargaining agreements to effectuate the common control approved by the I. C. C. in Finance Docket No.32549. The purpose is also to enable the company to be created by consummation of the merger proposed in that Finance Docket to be immediately operated in the most efficient manner as one completely integrated railroad.
2. This Implementing Agreement is made in accordance with a Notice served by the company on May 12,1997, to establish service to operate intermodal trains, moving in the California - Dallas/Ft. Worth corridor, between Clovis, New Mexico and the consolidated Ft. Worth terminal.

Article 1 - Terminals

- A. A home terminal is established at Clovis, New Mexico, with a conductors' pool and extra list. Conductors in this pool will work east to Childress, Texas, the away-from-home terminal in this service (and west out of Childress back to Clovis, their home terminal). Pay miles for this run are 219.
- B. A new conductor's pool and extra list is established at the consolidated Ft. Worth terminal. Conductors in this pool and on this extra list will work west to Childress, Texas, the away-from-home terminal in this service (and east out of Childress back to Ft. Worth, their home terminal). Pay miles for this run are 217.
- C. Pool freight crews called for and departing the terminal in this service will be allowed the above mileage except when the service is interrupted by an emergency such as flood, washout, derailment, and the pool freight crew is returned to the originating terminal. In that event, the crew will be placed first out after eight hours rest, being given first consideration for deadhead to its home terminal.
- D. There will be no commingling of work or exchange of trains between the pools established herein and the regular Amarillo – Clovis, Amarillo - Wichita Falls and Wichita Falls - Ft. Worth pools.
- E. The extra boards created here will not be used to supplement the existing extra boards at those points, or vice versa.

Article 2 - Job Allocations

- A. Conductors' positions at Clovis will be allocated on the following basis:

Turns 1 through 9	Santa Fe Slaton
Turns 10, 12,14 and so on	BN
Turns 11,13, 15 and so on	Santa Fe Slaton

If the Santa Fe allocations are not filled by the designated forces, Santa Fe Clovis conductors and then BN conductors could bid to fill the positions; if BN allocations are not filled by the

designated forces, Santa Fe Slaton and then Santa Fe Clovis conductors could bid to fill the positions. If force assignment becomes necessary, Santa Fe Clovis conductors would be used.

- B. Conductors' positions at Ft. Worth in this service will be allocated on the following basis:

Turn 1 through 9	Santa Fe
Turn 10	BN
Turn 11	Santa Fe
Turn 12	BN
Turn 13	Santa Fe
Turn 14-17	(Repeat sequence 10 through 13)

If the Santa Fe allocations are not filled by the designated forces, Santa Fe conductors from the other point and then BN conductors could bid to fill the positions; if BN allocations are not filled by the designated forces, Santa Fe Alliance and then Santa Fe Sweetwater conductors could bid to fill the positions. If force assignment becomes necessary, Santa Fe Alliance conductors would be used.

- C. In the application of the allocations set forth here, a turn shall be added when the pool miles increases by more than 4400.
- D. If there is any rerouting in the future between the Lampasas Sub and the former FW&D, the company will follow the procedures of BNSF Merger Implementing Agreement 1 in providing notification.
- E. In the event a former BN employee, based at Wichita Falls, takes a BN allocated assignment in the Alliance pool, every effort will be made to afford him the earliest feasible call, and he will receive not less than a two hour call.

Article 3 - Applicable Schedule & Other Matters

- A. Except as specifically provided herein, the crews based at Clovis will be governed by any and all Santa Fe proper agreements applicable to them. Except as specifically provided here, crews working between Alliance and Childress will be governed by any and all Santa Fe Northern and Southern Division agreements applicable to them.
- B. When a BN conductor takes a position in these pools, he will take the conditions of the assignment, but will also be paid lonesome pay under the BN Crew Consist Agreement and one contribution of \$48.25 will be made to the productivity fund.
- C. (1) When a conductor in either the Clovis pool or the Alliance pool is called and released after time of going on duty, but before road trip commences, such conductor will be paid a basic day and stand first out, after receiving eight hours rest.
- (2) When a conductor in this pool freight service is called and released before going on duty, but after leaving his calling place, such conductor will be paid one-half of a basic day and stand first out.
- (3) When a conductor in this pool freight service is called and released before going on duty, and before departing his calling place, no payment will be allowed, but such conductor will stand first out.

- D. Applicable schedule rules will apply to conductors required by carrier to attend formal investigations; however, a conductor in this service who is ordered by the company to appear for a formal investigation at a location not on his original seniority district will be compensated for the deadhead miles over the other seniority district whether or not the crew member receives discipline. However, to the extent possible, formal investigations will be held at the home terminal of the employees involved.
- E. Conductors will lay off at the home terminal, except in case of emergency, such as illness or injury, and will report to home terminal only. They will be permitted to ride train to home terminal provided they notify dispatcher in advance.

Article 4 – Dogcatching

- A. At Clovis on trains in this service coming west and at Ft. Worth on trains in this service coming east, dogcatching will be handled by the destination extra board.
- B.
 - (1) When Clovis conductors, destined to Childress, must tie up under the Hours of Service Law at or east of Estelline, the first out Ft. Worth conductor tied up at Childress may be used to provide relief. When so used, the Ft. Worth conductor will be transported to the train and handle it through Childress without release, and handle the train on to Ft. Worth. Ft. Worth conductors used in this manner will be paid actual miles transported and run west of Childress with a minimum of 25 miles.
 - (2) When Ft. Worth conductors, destined to Childress, must tie up under the Hours of Service Law at or west of Quanah, the first out Clovis conductor tied up at Childress may be used to provide relief. When so used, the Clovis conductor will be transported to the train and handle it through Childress without release, and handle the train on to Clovis. Clovis conductors used in this manner will be paid actual miles transported and run east of Childress with a minimum of 30 miles.
 - (3) If a train destined to Childress does not make it to the points specified above, it will be dogcaught by the first out pool conductor at the home terminal.
- C. Conductors in this service will not be required to trade trains in opposite direction and will not be required to trade trains with other pools operating over these lines.

Article 5 – Supplements

The elements contained within this article are included strictly and only in exchange for the Organization's cooperation in expeditiously reaching a voluntary Implementing Agreement without resort to the delays and risks associated with arbitration under Section 4 of the New York Dock Conditions. Since these elements go beyond the "selection of forces" issues which are the proper and limited subject matter of Section 4, they shall have no application, precedential value or persuasive force in any other setting, including failure of ratification.

- A. In order to expedite the movement of trains operating in this service, the Company shall determine the conditions under which such conductors may stop to eat. When conductors, working or deadheading, are not permitted to stop to eat, they will be paid an allowance of \$1.50

for the trip, unless the conductor is on duty in excess of eight hours, in which event \$6.00 will be allowed in lieu of the \$1.50.

- B. Crews coming on duty at the home terminal of Clovis will receive a three-hour call.
- C. If the hours of service expire for any conductor in this service prior to reaching his relieving point, and if overtime has not yet commenced, that conductor will be allowed a transportation allowance of 45 minutes at the overtime rate.
- D. Conductors in this service who are held at their away-from-home terminal will be paid continuous time for all time held after the expiration of sixteen hours from the time relieved from previous duty, at the rate paid for last service, until called for service or ordered to deadhead, in which case HAFHT time shall cease at the time pay begins for such service, or when deadheading, at the time the train departs on its road trip. If transportation other than a train is used for deadheading, HAFHT time shall cease at the time of departure of the other mode of transportation. (If a conductor is called and released, held time will not be broken. However, there will be no duplicate payment for held time and time on duty.)
- E. Any employee with seniority established prior to November 1, 1985, who elects to take the service covered by this agreement, will retain eligibility for duplicate time payments on this new assignment.
- F. The payment to conductors deadheaded terminal to terminal will be as follows:
 - (1) Conductors operating in these pools shall not be deadheaded more than one time per calendar month.
 - (2) If a conductor is deadheaded in excess of that specified above, the conductor shall be paid actual miles.
 - (3) If a conductor stands to deadhead, but has already deadheaded in that calendar month, the conductor can be runaround without penalty to the company.
 - (4) The provisions of this section will supersede all other rules, agreements and/or understandings that are in conflict with this section.

Article 6 – Lodging, Expenses and Moving Benefits

- A. During the first six-month period, the company shall provide lodging at both the home and the away-from-home terminals (except at the employee's own home point) and a daily meal allowance of \$40 (or, at Ft. Worth, \$80 per day if the employee elects to provide his own lodging), unless the employee has taken moving benefits.
- B. The moving and real estate benefits provided in the New York Dock Conditions are applicable here.

Article 7 – Effect of this Agreement

- A. All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict.

- B. This implementing agreement is made pursuant to the New York Dock Conditions (Finance Docket No.28250) which, by this reference, are incorporated herein.
- C. Nothing in this implementing agreement shall be interpreted to expand or contract protective benefits provided in the New York Dock Conditions imposed by the Interstate Commerce Commission and incorporated here by paragraph B of this Section XIV.

APPENDIX 6

HOUSTON/SILSBEE – LAFAYETTE – AVONDALE

UP/SP TRACKAGE RIGHTS IMPLEMENTING AGREEMENT 2

1. The purpose of this agreement is to provide for expedited changes in services, facilities, operations, seniority districts and existing collective bargaining agreements to effectuate the trackage rights approved by the Surface Transportation Board in Decision No. 44 of Finance Docket No.32760. The purpose is also to enable the company to provide effective competition to the combined UP-SP in corridors where such trackage rights have been granted, and to allow for integration of these trackage rights operations with other BNSF operations.
2. This particular Agreement covers immediate operations in the Houston - New Orleans/Silsbee - New Orleans corridor only. Other Implementing Agreements, to be reached later, may amend this Agreement and will address operations in other corridors.

Article 1 - Seniority Districts

Section 1

The following new zones are added to the Santa Fe's Texas Grand Seniority District:

Houston Zone:

Houston to Lafayette (including UP or SP trackage rights routes between Houston and Beaumont)

Lafayette Zone:

Lafayette to Avondale
Lafayette and Avondale Yards

Silsbee Zone:

Silsbee to Lafayette

Section 2

- A. Unless changed by a subsequent agreement, Houston, Silsbee and Lafayette are established as the home terminals for the above new seniority zones. The carrier may establish a combination road/yard extra board at any or all of these home terminals in accordance with existing agreements. Additionally, the Carrier may establish a Yard Extra Board at Avondale.
- B. To provide sufficient manpower based on minor fluctuations in business, the Silsbee extra board can be used to augment the Lafayette extra board. When so used, the first-out Silsbee extra board employee(s) will be assigned to the Lafayette extra board and will be relieved upon request after seven (7) days. When used in this manner, the Silsbee extra board employee(s) will be paid a daily meal allowance of \$40.00 and be provided lodging.

In the event that a longer term manpower need arises of sixty days or less (like a grain rush), the junior trainman from Silsbee can be force assigned if there are no bids for the advertised vacancies and if such forcing does not, in turn, cause a shortage at Silsbee. When force assigned under the terms of this agreement provision, Silsbee trainmen will be provided lodging and paid a daily meal allowance of \$40 (or \$80 per day if the employee elects to provide his own lodging).

These measures are not intended to allow the Carrier to avoid the need to hire additional trainmen when genuine, long term needs exist at Lafayette. However, if the Carrier hires additional employees at Lafayette, these newly hired employees cannot be displaced (bumped) by senior employees on this seniority district during their first year of employment.

- C.
- (1) Yard engines may be established at Avondale 10 days after the carrier provides the General Chairman with notice of its desire to do so. At the same time, an Avondale Yard Extra Board will be established to cover vacancies on the yard assignment(s).
 - (2) Yard engines may be established at Lafayette 10 days after the carrier provides the General Chairman with notice of its desire to do so.
 - (3)
 - (A) Locals and road switchers may be established, in accord with governing schedule rules, to operate on lines including those acquired by purchase or trackage rights agreements.
 - (B) The Lafayette extra list will provide relief for these road switcher assignments. When so used, the first-out Lafayette extra board employee(s) will be assigned to the vacancy and will be relieved upon request after seven (7) days if there is a junior employee on that extra list. When used in this manner, the Lafayette extra board employee(s) will be paid a daily meal allowance of \$40.00 and be provided lodging.
 - (4) Locals and work trains west of Lafayette will be protected by the Silsbee extra board; locals and work trains at or east of Lafayette will be protected by the Lafayette extra board.

Section 3

The Santa Fe Schedule Rules covering trainmen on the former Northern and Southern Divisions will be applicable in the newly-established zones.

Section 4

- A.
- (1) The pay miles for the routes are as follows:

Houston - Lafayette (via UP between Houston and Beaumont):	231
Houston - Lafayette (via SP between Houston and Beaumont):	220
Lafayette and Avondale:	133
Silsbee and Lafayette:	154
 - (2) Houston-Lafayette crews can receive or leave their train at Mykawa. If they do so, they will be paid actual mileage at the basic day rate (with a minimum of 25) or actual time, whichever is greater, in addition to the specified pay miles. Initial terminal delay

payments for such crews will be computed from time on duty until the train resumes movement after the first stop on former Santa Fe or HB&T trackage.

B. Final terminal delay points are:

Lafayette eastbound:	Main track switch:	148.2
Lafayette westbound:		145.9
Avondale:	Head end switch:	12.4
New Orleans:	Belt yard:	-
New Orleans:	CSX yard:	-
Houston:	West Switch Mykawa:	15.1
Houston:	PTRA:	9.2
Houston:	New South Yard:	19.3

Section 5

When Houston or Silsbee crews, destined to Lafayette, tie up under the Hour's of Service Law at or east of Midland, the first out Lafayette crew will be used to provide relief. When so used the Lafayette crew will be transported to the train and handle it through Lafayette, without release, and handle the train on to Avondale. Lafayette crews used in this manner will be paid actual miles transported and run west of Lafayette with a minimum of 25 miles.

Likewise, when a Lafayette crew, destined to Lafayette, must tie up under the Hours of Service Law at or west of New Iberia, the first out Houston or Silsbee crew (as appropriate) may be used to provide relief. When so used the Houston or Silsbee crew will be transported to the train and handle it through Lafayette, without release, and handle the train on to Houston or Silsbee, respectively. Houston or Silsbee crews used in this manner will be paid actual miles transported and run east of Lafayette with a minimum of 25 miles.

Hours of service law relief may be provided by the destination extra board if an extra board exists at the destination terminal. This contemplates that the Lafayette extra board can be called to relieve a crew that ties up under the Hours of Service Law at or east of Brimstone. If used west of Brimstone, the trip will be paid over and above the extra board guarantee. If an eastbound train ties up under the Hours of Service Law west of Brimstone, the Galveston or Silsbee extra board will be used to provide relief for trains originating at those respective points, and, in that event, the crew which has died will be transported to Lafayette for rest. If that extra board is exhausted, a pool crew may be used to provide HOSL relief, and the crews will come out of the away from home terminal in proper order. If an extra board does not exist at Avondale, hours of service relief may be provided by the first-out pool crew at Lafayette. The provisions of this paragraph will not preclude the company from using a yard crew to provide hours of service relief as provided by current schedule rules.

Article 2 - Selection of Forces

Section 1

For the initial job assignments, first preferences in assignments to the newly established zones will be as follows:

Houston Zone:	Houston - Galveston Zone
Lafayette Zone:	Silsbee Zone
Silsbee Zone:	Silsbee Zone

If the initial assignments aren't filled from these primary preference zones, only then may resort be had, in order, to the rest of the Santa Fe's Texas Grand Seniority District, the Santa Fe's Grand Division, the BN Midwest and the balance of the BNSF system.

Section 2

After the initial job assignments, employees appearing on the Santa Fe's Texas Grand Seniority District Roster will have preference to assignment on the new zones of that district. Assignments (including extra board) on any of the new territories described in Article 1 above will be bulletined for a 15-day period on the Santa Fe's Texas Grand Seniority District, and the senior trainman making application will be assigned.

Section 3

If the procedures of Section 2 do not fill a newly established assignment, the parties will promptly confer, with a view to agreeing on a mechanism for making necessary force assignments.

Section 4

- A. Beginning on the date assigned and continuing for 2 years thereafter, any employee who is assigned to one of the new positions and receives the UTU Moving Benefits Package cannot be displaced by a senior employee, unless the senior employee is unable to hold an assignment on his/her home seniority district. (This does not preclude normal seniority exercise and choice of assignments among employees in the newly established zones.)
- B. Any employees who are awarded, or force assigned to, these newly-established positions and who elect to receive the benefits of the UTU Moving Benefits Package will have a right of return to their former location on BNSF by virtue of exercising their pre-existing seniority rights only upon the expiration of a two year period running from the date they took the new assignment. Any other employees who are awarded, or force assigned to, these newly-established positions will have a right of return to their former location by virtue of exercising their pre-existing seniority rights.

Article 3 – Supplements

The elements contained within this article are included strictly and only in exchange for the Organization's cooperation in expeditiously reaching a voluntary Implementing Agreement without resort to the delays and risks associated with arbitration under Section 4 of the Norfolk & Western Conditions. Since these elements go beyond the "selection of forces" issues which are the proper and limited subject matter of Section 4, they shall have no application, precedential value or persuasive force in any other setting, including failure of ratification.

Section 1

Should the carrier cease operations on one or more of the new districts, or if, for a three year period after initiation of operations, there is a sustained reduction in service on one or more of the new districts which causes the furlough of successful bidders, the affected employees who make an actual *bona fide* change in residence back to their former location or to a new location will receive all the benefits of the UTU Moving Benefits Package, signed on March 1, 1996.

Section 2

- A. During a two year period following commencement of operations and when the pool at Lafayette requires 7 or fewer turns or when the pool at Silsbee requires 5 or fewer turns or when the Houston pool requires 5 or fewer turns, employees in freight service in that particular newly established zone shall earn a payroll period compensation guarantee of not less than the applicable guaranteed extra board rate of pay.
- B. The amount of the employee's payroll period compensation guarantee may be prorated or reduced on the basis of 1/15 for each 24 hour period or portion thereof, when an employee lays-off or is otherwise unavailable for service.

Section 3

Overmiles on these runs will be paid as if these were Intraseniority District runs under the February 7, 1992 ATSF Crew Consist Agreement.

Section 4

For a one year period after initiation of operations, Held Away from Home Terminal payments shall be made on a continuous basis after the expiration of 16 hours.

Section 5

For purposes of air pay and ETD/ETM allowances, Lafayette, Schriever and Avondale will be considered as terminals.

Section 6

A crew handling a train over the H.P. Long Bridge east of Avondale, and then making one set-out prior to yarding their train will be allowed an additional two hours at the pro rata rate (not to be considered a duplicate time payment).

Article 4 – General

Section 1

- A. The parties have negotiated this Agreement mindful of the fact that their futures are linked and that we must work together to succeed over the long term. Therefore, the parties mutually pledge and commit themselves to act reasonably in the application of this agreement.
- B. The parties will meet within 90 days of the implementation of this Agreement to review its operation.

Section 2

- A. All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict. All pre-existing agreements that do not conflict with the terms of this agreement remain in full force and effect.

- B. This implementing agreement is made pursuant to the New York Dock (360 I. C. C. 60, 84-90) and the Norfolk & Western Conditions (354 I.C.C. 605, 610-615) which, by this reference, are incorporated here.
- C. Except as specifically provided, nothing in this implementing agreement shall be interpreted to expand or contract protective benefits provided in the New York Dock and the Norfolk & Western Conditions imposed by the Interstate Commerce Commission and incorporated here by paragraph B of this section.

APPENDIX 7

MEMORANDUM OF AGREEMENT
between
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
(EASTERN AND WESTERN LINES)
and
UNITED TRANSPORTATION UNION - (C) (T) (E)

Relating to the establishment of interdivisional freight service to operate (or deadhead) to and/or from Arkansas City, Kansas and Gainesville, Texas, in accordance with Section 1 of Article XII of the National Agreement dated January 27, 1972.

NOTE: As used in this Agreement, the term "interdivisional service" includes interdivisional, interseniority district, irregular and unassigned freight service operating out of either home terminal and through Purcell and the provisions hereof are applicable only to crews engaged in interdivisional service.

Section I

- (a) Purcell, Oklahoma will be eliminated as an away-from-home terminal for crews in interdivisional service.
- (b) Arkansas City will continue to be the home terminal for Oklahoma District, Middle Division crews and Gainesville, Texas will continue to be the home terminal for First District, Northern Division crews, with Enid being an away-from-home terminal for crews from both territories.
- (c) Interdivisional service in the territory involved will be protected as follows:
 - (1) Through trains Gainesville to Arkansas City, or vice versa, will be protected by pool crews as outlined in Section II(a) of this agreement.
 - (2) Eastbound service (working or deadheading) out of Gainesville, destined Enid, will be protected by Gainesville interdivisional crews.
 - (3) Turnaround service (working or deadheading) out of Gainesville through Purcell, short of Arkansas City or Enid, will be protected by Gainesville interdivisional crews.
 - (4) Turnaround service (working or deadheading) out of Arkansas City through Purcell, short of Gainesville, will be protected by Arkansas City interdivisional crews.
 - (5) Trains operating Arkansas City to Enid will be protected by Arkansas City interdivisional crews when such crews are to be subsequently used to Gainesville.

NOTE: All unassigned service out of the home terminals, not operating through Purcell and not covered by preceding paragraphs will be protected by extra crews. Interdivisional crews will not be used east of Enid, i.e., between Enid and Kiowa.

Section II

- (a) Crews in interdivisional service will be operated in groups of five (5); namely two (2) Arkansas City crews, one (1) Gainesville crew, one (1) Arkansas City crew, and one (1) Gainesville crew. At any time an Arkansas City crew, or Gainesville crew is not available for their turn, i.e., has not had at least 8' off duty, they will be used, after rested, as the first out crew to protect service next called in order to complete the cycle of five (5). This formula will operate out of both terminals except when adjusted jointly by the Superintendent, or his designated representative, and the Local Chairmen in connection with mileage equalization. Deadhead crews will be counted the same as working crews.
- (b) Mileage equalization shall be at intervals requested by the United Transportation Union, but not more frequent than at fifteen (15) day Intervals.

Section III

- (a) Employees in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th of the daily rate paid them for the last service performed. Should an employee be called for service or ordered to deadhead after pay begins, held away from home terminal time shall cease at the time pay begins for such service or deadheading. Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.
- (b) Carrier will not require more persons to ride in caboose on train in interdivisional service than seats available.
- (c)
 - (1) When interdivisional crews are deadheaded the first out crew will deadhead and second crew will handle the train. The deadhead crew will be first out on arrival at end of run. Deadhead crews picked up en route will be marked up in reverse order of that in which picked up; they will be so run provided they are rested.
 - (2) The crews to deadhead from terminal 'A' to terminal 'B', the third crew out will handle the train. Deadhead crew is picked up at an intermediate point. On arrival at terminal 'B' the deadhead crew picked up at intermediate point will stand first out of terminal ahead of all three crews. Should a deadhead crew be picked up at a second or third intermediate point, the deadhead crew picked up last will stand first out of terminal 'B' ahead of all crews arriving at terminal 'B' on that train and will be so run provided they are rested at time of call to work.
 - (3) At terminal 'A' should the third crew out, which stood to handle the train, not be rested, the second out crew will handle the train with the third out crew deadheading, and crews will be marked up at terminal 'B' in the same relative position they held before being called at terminal 'A'.
 - (4) In the event there is a conflict in handling of crews in accordance with the preceding three paragraphs and Section II(a) of this agreement, Section II(a) will control.

EXCEPTION: Crews may be deadheaded out of turn from their away-from-home terminal with respect to home terminal crews, when excess crews are at their away-from-home terminal. Arkansas City and Gainesville crews

will not be worked or deadheaded out of turn except as outlined heretofore.

- (d) Crews will be deadheaded on suitable transportation, i.e., trains, company vehicles, personal vehicles, or commercial transportation. When train crews are deadheaded by automotive vehicle, every effort will be made to see that such vehicle will have good clean seats for each person transported and the capacity will not exceed that recommended by the manufacturer of such vehicle. Such vehicle will be seasonably air-conditioned and heated. A vehicle that does not meet the requirements contained herein will not be used to transport members of a crew except in emergency service.
- (e) Crews in interdivisional service tied up under the Hours-of-Service Law, or required to give up train will be deadheaded promptly to destination except when an emergency exists, due to storm, washout, wreck or bridge out, completely blocking crews movement to destination, in which case crew may be required to handle train to destination after having obtained legal rest.
- (f) When crews in interdivisional service are tied up under the Hours-of-Service Law and they are to be relieved by another crew, an extra crew from the destination extra board will be used to handle train to destination.

Section IV

- (a) Employees in interdivisional service will lay off at home terminal, except in case of emergency, and will report at home terminal only.
- (b) Vacancies at home terminals will be protected by men from home terminal extra boards, i.e., vacancies on Arkansas City crews from Arkansas City extra boards and on Gainesville crews from Gainesville extra boards.
- (c) Vacancies resulting from emergencies at the away-from-home terminal will be protected by men from the away-from-home terminal extra board. Such extra men so used will be deadheaded to their extra board terminal after completion of trip.
- (d) Employees in interdivisional service who lay off at away-from-home terminal account of illness or injury to himself or an immediate member of his family will be permitted to ride a train to home terminal.
- (e) Interdivisional crews used as a unit in other than interdivisional service will be paid not less than they would have earned in interdivisional service.

Section V

- (a) It is not intended that interdivisional service crews assigned under the terms of this Agreement, will be required to perform local freight work such as station, plant and industrial switching. If, however, such service is required, said crew will be allowed actual time consumed with a minimum of thirty minutes (30") at pro rata rate, for each point, in addition to all other compensation for the day or trip.

NOTE 1: At yards where payments are due under Sections 3 or 4 of the Eastern Lines Switching Agreement the above will not apply.

NOTE 2: Spotting of cars at a particular location on a designated track, switching-out cars from behind other cars, or making other than straight set-out and/or pick-up, shall be considered station or industrial switching in the application of this Section V.

- (b) When a crew in interdivisional service is required to stop at more than three points en route for the purpose of making any change in the train content (other than setting-out bad order car from train) said crew will be allowed actual time aggregated with a minimum of thirty minutes (30") at pro rata rate, in addition to all other compensation for the day or trip. "Change in the train content" means when cars are added to or taken from the train.

NOTE: When switching is paid for under Sections 3 or 4 of the Eastern Lines Switching Agreement at an intermediate point such point will be excluded from count or consideration of this Section V(b).

- (c) The provisions of the conversion rules of the respective agreements are set aside when crew receives compensation under the provisions of Sections V(a) and/or (b) of this Agreement.

Section VI

- (a) The carrier shall determine the conditions under which interdivisional service crews may stop to eat. When such crews are not permitted to stop to eat, members thereof shall be paid an allowance of \$1.50 for the trip, it being understood such crews will not be required to make request to eat.
- (b) Crews required to report for duty or who are relieved from duty, at a point other than the on and off-duty points designated for the service established, the Carrier shall provide suitable transportation for the crews between such point and the designated on and/or off-duty point.
- (c) Crews will be allowed a \$2.75 meal allowance after 4' at the away-from-home terminal and another \$2.75 allowance after being held an additional 8'.

NOTE: If any agreement is reached in negotiations between the United Transportation Union and the National Railway Labor Conference which amends either Article XI or Article XII of the January 27, 1972 Agreement and such amendments improve the conditions provided for in this Agreement those provisions will supersede the provisions of this Agreement.

Section VII

- (a) When a crew assigned in interdivisional service is called and released, after time of going on duty, but before road trip commences, such crew will be paid as provided in the respective Schedules, Awards or practices, and stand first out.
- (b) When a crew is called and released before going on duty, they will be paid as provided in the respective Schedules, Awards or practices, and maintain their standing on the board.
- (c) Crews in interdivisional service, working in the same pool, departing from the same initial terminal and going to the same objective terminal over the same route, who are run around on the road by home crew, or crews, will regain their turn at the away-from-home terminal, if possible, otherwise, they will regain their turn at their home terminal with the same relative standing held with other home crews before being run around. Additionally, such crews not called in turn account insufficient rest will regain their turn at their home terminal with the same relative

standing held with other home crews at the away-from-home terminal. At time of tying up, such crews will notify the forces in charge of crew board, in writing, of the crew and/or crews they are entitled to be marked ahead of. When crews are given their turn in accordance with information furnished, the Carrier will not be penalized. This does not relieve the Carrier of payments provided for in the respective Schedules when crews are not run in proper turn.

Section VIII

- (a) All miles run over 100 shall be paid at the mileage rate established by basic rate of pay for the first 100 miles or less.
- (b) In the application of the Local Freight Conversion Rule, one tour of duty encompassing service on both districts will be considered a single trip and the highest local freight differential will be applicable. Also, the 1'45" referred to in Section 1(c) of the Eastern Lines' Conversion Rule is changed to 1'30".

Section IX

- (a) When a crew is required to exchange trains with another crew en route, the crew will be paid the full mileage of the trip for which originally called, plus extra compensation on a minute basis for all time consumed from departure after trading trains until arrival and going off duty at their final terminal. All payments to be at the highest rate applicable to any of the service performed en route.

Section X

Crews will continue to receive not less than the mileage allowances presently being paid between Arkansas City and Gainesville and between Gainesville and Arkansas City, unless such mileage is decreased or increased due to line changes.

Section XI

Employees in interdivisional service will be permitted to advance starting date of vacation to coincide with start of layover days.

Section XII

Rules, Agreements, interpretations or practices, however established, are changed only to the extent necessary to permit Carrier to establish interdivisional service as covered by this Agreement.

Section XIII

- (a) Except as modified by this Agreement, the Santa Fe Eastern Lines Schedules will continue to apply to Middle Division crews and the Southern and Northern Division, Western Lines Agreements will apply to Northern Division crews on these extended runs.

NOTE: With respect to your position a Mechanical Department Representative, who is a member of an Eastern Lines Board of Inquiry cannot interrogate an individual when the investigation rule contained in a current schedule covering the Northern and Southern Divisions, specifically so states, this will confirm our discussion at Dallas, Texas, July 24, during which you were advised that formal investigations conducted under Eastern

Lines procedures would recognize Section XIII of the so-called Interdivisional Agreement dated October 4, 1972 to the extent a Mechanical Department Representative would not personally interrogate such individual; however, we would retain other prerogatives attached to Eastern Lines procedures such as the order individuals would testify whether they be witnesses or principals.

EXCEPTIONS: The May 7, 1937 so-called Switching Agreement and supplements thereto in effect on the Eastern Lines will be made applicable to Northern Division crews. The provisions of the May 7, 1937 Switching Agreement will apply to Oklahoma District crews at Gainesville.

- (b) Any alleged inequity, problem or conflict in rules arising as a result of the application of this Agreement will be discussed between the General Managers and the General Chairmen and if determined to be well founded, effort will be made to resolve the issue.

Section XIV

This Agreement entered into at Dallas, Texas October 4, 1972, shall become effective October 16, 1972 and remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

APPENDIX 7 SUPPLEMENTAL

MEMORANDUM OF AGREEMENT

Between

**THE BURLINGTON NORTHERN AND SANTA FE RAILWAY
COMPANY**

And The

UNITED TRANSPORTATION UNION

It is agreed that Memorandum of Agreement dated October 4, 1972 (effective October 16, 1972), is modified as follows:

1. A pool of crews shall be established and maintained at each home terminal, pursuant to current schedule rules, sufficient to man the service between Gainesville and Arkansas City. At each terminal a crew board having a "primary" and "secondary" list shall be maintained that shall operate in the manner described below:
 - 1.1 The primary list at each terminal shall be the list from which crews shall be called, in turn, to work or deadhead to the other terminal (except as provided in Sections 3 and 4 hereof).
 - 1.2 The secondary list shall be a list of crews at its home terminal but who have not advanced to the primary list.
 - 1.3 Each crew arriving at its home terminal shall be placed at the bottom of the secondary list except when it is entitled to "restoration of turn."
 - 1.4 Except when a crew arrives "out of turn," each crew arriving at the away-from-home terminal shall be placed on the bottom of the primary list even though this will result in exceeding the "quota" established under the provisions of Section 1.5 below.
 - 1.5 The number of home terminal crews (i.e., "quota") that shall normally be on the primary lists at Gainesville and Arkansas City shall be initially determined and later changed (from time to time as service requirements and crew availability changed) by the Division Superintendent or designated Carrier Officer, after conferring with the involved UTU Local Chairman, with immediate notification being given to all involved UTU Local Chairmen. This quota may be different at each terminal.
 - 1.6 The number of crews (i.e., "quota") on the secondary list shall be the difference between the number of crews assigned to that home terminal and the total number of home terminal crews on the primary list.
 - 1.7 When a crew ties up at its home terminal and adding the crew to the secondary list causes that list to exceed its current quota, the first-out crew on the secondary list shall be immediately moved to the bottom of the primary list. If a crew arrives at its home terminal "out of turn," it shall be marked up in accordance with Section 1.3 as soon as the proper order of markup can be determined.

- 1.8 It is understood that if the designated Carrier Officer fails to maintain the proper equalization of work under this Section, upon demand of the designated Local Chairman, the proper adjustment shall be made in order to assure that this Agreement is properly applied.

EXAMPLES:

E-1 At Gainesville there are ten long pool crews assigned. The quota for the primary list is six at that time and the quota for the secondary list is therefore four. A Gainesville crew ties up there at a time when there are already four crews on the secondary list. The first-out crew on the secondary list shall be immediately moved (i.e., marked up) to the bottom of the primary list since if this were not done, there would have been five crews on the secondary list (which would have exceeded the secondary list's quota).

E-2 At Gainesville, the primary list stands as follows at the time a decision is made to deadhead an Arkansas City crew to its home terminal "out of turn" (in order to reduce the number of away-from-home-terminal crews):

- | | | |
|----|--------------------|----|
| 1. | Gainesville Pool | #4 |
| 2. | Gainesville Pool | #5 |
| 3. | Arkansas City Pool | #7 |
| 4. | Arkansas City Pool | #8 |
| 5. | Gainesville Pool | #6 |
| 6. | Arkansas City Pool | #4 |

Arkansas City Pool #7 is called to "deadhead out of turn." It is understood that the term "deadhead out of turn" in this instance refers to out of turn in relation only to crews with the same home terminal at the away-from-home terminal.

E-3 At Gainesville, the primary list stands as follows at the time a decision is made to deadhead an Arkansas City crew (for the same reason as Example No.2):

- | | | |
|----|--------------------|----|
| 1. | Arkansas City Pool | #2 |
| 2. | Gainesville Pool | #4 |
| 3. | Gainesville Pool | #5 |
| 4. | Arkansas City Pool | #3 |

Arkansas City Pool #3 is then called to "deadhead out of turn" on the train on which Arkansas City Pool #2 is the working crew. This "deadheading out of turn" pre-empts the usual "first crew deadheads - second crew works" principle.

2. The mileage on this interdivisional district service shall be equalized as follows to approximate 59% of the work to Arkansas City crews and 41% of the work to Gainesville crews.

3. Crew Management

- 3.1 Except as otherwise provided in this Agreement, long pool crews shall be called on a first-in, first-out basis from the primary list at each terminal, provided the first-out crew has had sufficient rest under the Hours-of-Service-Law. If possible and when no other trains would be delayed thereby, the Carrier may delay the first-out crew's call so that

they may obtain sufficient rest and depart in proper standing (with timely notation to the proper crew board, line-ups, and the V.R.U. system). If the first-out crew is not rested, the next following crew that has sufficient rest shall be called. If there are no rested crews on the primary list, the first-out rested crew on the secondary list shall be called, with the understanding that an employee called off the secondary list shall not be disciplined account missing or refusing a call for service and shall retain his position on the secondary list. Should there be no crew on either the primary or secondary list that is sufficiently rested, then a make-up extra crew shall be called at the home terminal to operate for one round trip under the terms of this Agreement.

- 3.2 Subject to the exceptions contained in this Agreement, crews not called to report for duty or deadheading in order of their proper standing shall be allowed one basic day at the applicable rate of pay, in addition to all other earnings, for each time another crew in the same service is improperly called to report before (i.e., in advance of) said crew, and the crew shall continue to retain the position held on the list until properly called. Crews entitled to such payment shall be entitled to "restoration of turn" under the provisions of Section 3.3. It is understood that, at the initial terminal, the Carrier may, without penalty, remove a crew from the train for which called and place it on another train or deadhead it. The "without penalty" provision hereof shall not operate to deny the crew proper payment under existing Agreement provisions.
- 3.3 A long pool crew whose rotation is affected by the provisions of Sections 3 and 4 shall be restored to proper turn (i.e., original rotation) at the next terminal if possible (if this is the away-from-home terminal and the crew is not rested in time to be restored, restoration shall be accomplished at the home terminal, and so on until rested and proper restoration of turn is accomplished), if the crew does not tie up at the final terminal in the same order-of-standing as in effect when first called at the home terminal. Each long pool crew arriving at either terminal shall be marked up at the bottom of the applicable list except when entitled to "restoration of turn."
- 3.4 When a long pool crew is deadheaded out of one terminal via a mode other than a freight train, any question about being run-around by another long pool crew, or vice versa, shall be determined on the basis of proper order at the initial terminal.

4. Deadheading Out of Turn

- 4.1 Long pool crews may be called to "deadhead out of turn" from the away-from-home terminal, at any time after arrival, regardless of their standing in relation to at home crews and the normal pool rotation, except that crews must be called first-in/first-out in relation to other long pool crews with the same home terminal. Deadheads shall be timely noted on the crew board, line-ups, and the V.R.U. system. The term "any time after arrival" shall not deny crews the right to tie-up for rest as provided under existing Agreements.
- 4.2 When two long pool crews are to be called for the same train (one to work and one to deadhead), if one of the crews is not rested and the other one is rested, the rested crew shall work the train and the unrested crew shall deadhead. (Note the exception in E-3 following Section 1.8.)

- 5. Currently, employees subject to the Santa Fe Collective Bargaining Agreements handle certain traffic between Enid, OK, and Gainesville, TX, through Purcell, OK, and vice versa. Upon the effective date of this Agreement, such traffic shall be handled as follows:

- 5.1 Traffic originating at Enid, OK and operating to Gainesville, TX, through Purcell, OK, shall be manned by the Arkansas City, KS, extra board employees from Enid, OK, to Perry/Otoe, OK, and then by the long pool crews (without regard to the crew's home terminal) at Arkansas City, KS, from Perry/Otoe, OK, to Gainesville, TX.
 - 5.2 Traffic operating from Gainesville, TX to Enid, OK, through Purcell, OK, shall be manned by the long pool crews (without regard to the crew's home terminal) at Gainesville, TX, from Gainesville, TX, to Perry/Otoe, OK, and then by the Arkansas City, KS, extra board employees from Perry/Otoe, OK, to Enid, OK.
 - 5.3 All work performed at Perry/Otoe, OK, shall be at the discretion of the Dispatcher, with the intent of long pool crews arriving at the final terminal before the expiration of the Hours of Service Law. When the extra board employees complete the service provided under Sections 5.1 or 5.2 hereof, they shall return to Arkansas City, KS, and shall be relieved. Extra board crews shall not be tied-up for rest at any location other than Arkansas City, KS.
 - 5.4 Extra employees performing work assigned to the extra board by this Section shall be paid under existing Agreements. Employees performing Interdivisional Service assigned to the pool by this Section shall be paid full Interdivisional mileage, i.e., 261 district miles Arkansas City, KS to Gainesville, TX, and 263 district miles Gainesville, TX to Arkansas City, KS.
6. Except as specifically modified herein, all other Agreements and understandings concerning work performed between Gainesville, TX, and Arkansas City, KS, remain in effect.
 7. The parties desire to implement these provisions on a trial basis for a period of not less than six months. At the end of the trial period, the parties shall meet (within thirty days of the expiration of the trial period) to discuss whether or not the Agreement should be modified or canceled. Thereafter, this Agreement is subject to cancellation by thirty days notice, by one party upon the other; provided, however, that the parties are obligated to meet within the thirty days and discuss the reason(s) for the notice to cancel this Agreement and endeavor to rectify the disputes prior to the Agreement being canceled.

SIDE LETTER #1

During discussions concerning Agreement signed this date, the issue of requiring employees to deadhead between the hours of 10:00 p.m. and 4:00 a.m. came up.

I agreed with you that, to the extent practicable, crews would not be called on duty for a deadhead between those hours. However, I was not agreeable to entering into a strict Agreement prohibition because it is recognized that circumstances may arise that necessitate deadheading between those times.

Having said that, we decided to memorialize our understanding that crews in this long pool service should not be called on duty to deadhead between the hours of 10:00 p.m. and 4:00 a.m. when it can be avoided.

SIDE LETTER #2

During discussions relative to the Agreement signed this date, the issue of pool freight mileage equalization was discussed.

It was understood that pool freight equalization shall be handled in accordance with past practice. If 1998 equalization is impossible to effect due to the 6-month trial period provided for in this Agreement, the equalization shall be accomplished in the 1999 equalization, subject to previous equalization methods, or worked out between the involved Local Chairmen prior to the 1999 equalization.

SIDE LETTER #3

During discussions concerning Agreement signed this date, the issue of the minimum 6-month trial period was discussed.

There was concern that the parties would be locked into the 6-month period, even if it was recognized that the Agreement was not working as anticipated. Specifically, the Organization expressed a concern that the Agreement, if not working as anticipated, would cause significant financial hardship to the employees involved.

We agreed to closely monitor the operation of the Agreement and in the event it does not operate as intended the parties shall meet promptly to rectify the situation. If this Agreement is adversely affecting the employees, the Agreement may be canceled prior to the expiration of the 6-month period.

Having said that, it is also understood that the parties are entering into this Agreement with a commitment to make it work to the benefit of BNSF and the employees. The provisions of this Side Letter shall not serve to apply in any circumstance other than a bona-fide adverse impact of the employees, the BNSF, or both.

SIDE LETTER #4

During discussions concerning Agreement signed this date, the issue of 24-hour lay-off and 12:01 p.m. rather than 12:01 a.m. mark-up was discussed.

It was agreed that the 12:01 p.m. mark-up would be implemented subject to two (2) conditions. First, there must be software available in the system that allows for such a change and, secondly, that the change would not be cost prohibitive. It was understood that BNSF could not avoid this commitment by simply stating that the software was not available or that implementing the change would be cost prohibitive; rather, that BNSF would have to produce evidence in support of such a position.

As far as the 24-hour lay-off is concerned, it was agreed that this provision had certain implications that require further analysis. It was further agreed that the parties would discuss the possibility of implementing this policy, subject to further discussions with all involved.

SIDE LETTER #5

During discussions leading up to the Agreement signed this date, I agreed that the provisions of Article XIII of the 1972 National Agreement, Protection of Employees, would be applicable to this service. It was understood that this commitment was subject to all of the terms and conditions set forth in Article XIII and that, under Section 1(a) thereof, the term "Implementation," shall mean the date this Agreement is implemented.

It was also understood that this provision would become null and void in the event this Agreement is canceled by either party.

It was further understood that, other than specifically modified, all other pre-existing understandings and application of rates of pay, etc., remain unchanged.

SIDE LETTER #6

During discussions leading up to the Agreement signed this date I agreed that Conductors performing service in this I.D. Pool, who have deadhead between the home terminal and the away-from-home terminal, or vice versa, may request, upon arrival at the home terminal, to be advanced three (3) positions, with respect to pool turns with the same home terminal, on the chain gang pool freight board. Conductors must notify crew management by telephone or fax at the time of tie-up of the desire to exercise the provisions of this Side Letter.

There shall be no valid claim for run-around or so-called mishandling when a Conductor is move ahead on the pool freight board under the terms of this Side Letter.

This side letter shall only apply to the first deadhead of the month for the Arkansas City crews.

AGREED TO QUESTIONS AND ANSWERS

1. Q. In the application of Section 1.4, how will the following circumstance be handled?
Arkansas City Crew #2 runs around Arkansas City Crew #1 and Gainesville Crew #1.
The Crews arrive in Gainesville in the following order: Arkansas City Crew #2,
Gainesville Crew #1, Arkansas City Crew #1.

A. Arkansas City Crews #2 and #1 would be placed on the bottom of the primary list and Gainesville Crew #1 would be placed at the bottom of the secondary list. Assuming that the placement of the Gainesville Crew #1 on the bottom of the secondary list did not result in another Gainesville Crew being placed on the primary list, Arkansas City Crew #2 would stand ahead of Arkansas City Crew #1 on the primary list at Gainesville. If Arkansas City Crew #1 is rested at the time Arkansas City Crew #2 stands for call, Arkansas City Crew #1 shall be called and restoration of turn shall be accomplished. If Arkansas City Crew #1 is not rested at the time Arkansas City Crew #2 stands for call (and Arkansas City Crew #2 is rested), Arkansas City Crew #2 shall be called. Arkansas City Crew #1 shall then be entitled to restoration of turn upon return to Arkansas City.
2. Q. Is it the intent of Section 1.8 that the designated Carrier Officer must make the proper adjustment immediately upon demand of the Local Chairman?

A. Yes. However, if the designated Carrier Officer fails to make the demanded adjustment in order to assure that the Agreement is properly applied, the General Chairman and the Labor Relations Department will meet immediately to determine whether or not the demanded adjustment is justified by the intent of the Agreement. If it is determined that the demanded adjustment was justified and the designated Carrier Officer failed to comply with the Local Chairman's demand, employees who have suffered a loss of earnings as a result thereof shall be made whole.
3. Q. When will the primary list be adjusted?

A. The involved Local Chairman and the designated Carrier Officer shall have equal responsibility to monitor the primary list. When it is determined that an adjustment is to

be made to the list, it shall be done at 11:00 a.m. This information will be provided through the V.R.U. System and crew board line-ups.

4. Q. Are employees on the secondary list considered as being subject to call?
A. No. This does not preclude the Carrier from calling employees who are on the secondary list, however, such employees shall not be subject to disciplinary sanctions account missing a call or refusing a call while holding a position on the secondary list.
5. Q. Section 3.2 states that “...the Carrier may, without penalty, remove a crew from the train for which called and place it on another train or deadhead it.” Does this mean that a crew may now be called for a service trip, actually perform service, deadhead to the distant terminal, and be paid only for the deadhead portion of the trip under Article VI of the 1985 National Agreement?
A. Section 3.2 is not intended to alter any pay rules; rather, it is designed to avoid any penalty payments. It is not intended to change existing understandings concerning compensation for service performed.
6. Q. Once a crew is moved from the secondary list to the primary list, may that crew be returned to the secondary list as a result of the application of the "restoration of turn" provisions or a change in the number of crews on the primary list?
A. No. Once a crew is placed to the primary list, that crew shall remain on the primary list
7. Q. Can a turn used from the secondary board, that makes a round trip and returns before that turn's position is advanced to the primary board, protect that position and be advanced to the primary board?
A. No. The turn shall be marked up at the bottom of the secondary board (consistent with the provisions of Section 3, if any turn is entitled to restoration of turn).
8. Q. Does the provision contained in Section 5.4 amend current provisions applicable when employees perform deadhead service?
A. No. Existing Agreement provisions applicable to employees who deadhead remain in effect. Section 5.4 is intended to address circumstances when either an extra crew or an I.D. crew operates a train between Enid, OK, and Gainesville, TX, as provided for in this Agreement

APPENDIX 8

TEMPLE – SAN ANTONIO – EAGLE PASS

UP/SP TRACKAGE RIGHTS IMPLEMENTING AGREEMENT 3

1. The purpose of this agreement is to provide for expedited changes in services, facilities, operations, seniority districts and existing collective bargaining agreements to effectuate the trackage rights approved by the Surface Transportation Board in Decision No. 44 of Finance Docket No.32760. The purpose is also to enable the company to provide effective competition to the combined UP-SP in corridors where such trackage rights have been granted, and to allow for integration of these trackage rights operations with other BNSF operations.
2. This particular Agreement covers immediate operations in the Temple -Smithville - San Antonio - Eagle Pass corridor only. Other Implementing Agreements, to be reached later, may amend this Agreement and will address operations in other corridors.

Article 1 - Seniority Districts

Section 1

The following sub-district is added to the Santa Fe Grand Seniority District:

San Antonio Zone

San Antonio to Eagle Pass
San Antonio Yard
Eagle Pass Yard

Section 2

- A. Unless changed by a subsequent agreement, Temple and San Antonio are established as the home terminals for these seniority zones.
- B. When Temple crews, destined to San Antonio, tie up under the Hours of Service Law at or west of Cibolo, the first out San Antonio crew will be used to provide relief. When so used, the San Antonio crew will be transported to the train and handle it through San Antonio, without release, and handle the train on to Eagle Pass. San Antonio crews used in this manner will be paid actual miles transported and run east of San Antonio with a minimum of 25 miles.

Likewise, when a San Antonio crew, destined to San Antonio, must tie up under the Hours of Service Law at or east of Lacoste, the first out Temple crew at San Antonio may be used to provide relief. When so used the Temple crew will be transported to the train and handle it through San Antonio, without release, and handle the train on to Temple. Temple crews used in this manner will be paid actual miles transported and run east of San Antonio with a minimum of 25 miles.

- C. The Temple extra board will be used to provide sufficient manpower based on minor fluctuations in business at San Antonio. When so used, the first-out Temple extra board employee(s) will be assigned to the San Antonio vacancy and will be relieved upon request after seven (7) days. When used in this manner, the Temple extra board employee(s) will be paid a daily meal allowance of \$40.00 and be provided lodging.

In the event that a longer-term manpower need arises of sixty days or less (like a grain rush), the junior trainman from Temple can be force assigned if there are no bids for the advertised vacancies. When force assigned under the terms of this agreement provision, Temple trainmen will be provided lodging and paid a daily meal allowance of \$40 (or \$80 per day if the employee elects to provide his own lodging).

These measures are not intended to allow the Carrier to avoid the need to hire additional trainmen when genuine, long term needs exist at San Antonio. However, if the Carrier hires additional employees at San Antonio, these newly hired employees cannot be displaced (bumped) by senior employees on this seniority district during their first year of employment.

- D. Road Switcher assignments, yard assignments, or locals assignments deemed necessary by management may be established at Eagle Pass.
- E. Any assignment headquartered at Eagle Pass can be used to provide hours of service law relief within the boundaries of their assignment: however, a road switcher may also be used to provide hours of service law relief for up to 50 miles from Eagle Pass. When a road switcher provides hours of service law relief, the crew will be paid time or miles whichever is greater with a minimum of twenty-five (25 miles) at the pro rata rate which will not be considered to be a duplicate time payment.
- F. BNSF will accept applications for the initial assignments at Eagle Pass from employees on the 1) Temple seniority district, 2) the Texas Grand Division seniority roster.
- G. Subsequent vacancies at Eagle Pass will be filled as follows:
1. Temporary Vacancies: Filled from the San Antonio board first, then the Temple extra board. When an employee with a seniority date after August 1, 1997 is used to fill a temporary vacancy at Eagle Pass, the provisions of Article I Section 2C will apply. A Temple extra board employee filling a temporary vacancy at Eagle Pass may request to be released after seven days (under the provisions of Article 53(h)), and the employee will be released if another extra board employee is available.
 2. Permanent Vacancies: If no bidders, force assign a junior employee from the Temple seniority district with a seniority date after August 1, 1997. If there is no employee at San Antonio to assign, force the junior employee at Temple with a seniority date after August 1, 1997. When force assigned under the terms of this agreement provision, Temple or San Antonio trainmen will, for the first 60 days of such assignment, be provided lodging and paid a daily meal allowance of \$40 (or \$80 per day if the employee elects to provide his own lodging). In the event that there is no employee with a seniority date after August 1, 1997 to force assign, the vacancy can be filled as a temporary vacancy.

- H. At San Antonio, there will be one single board, with all conductors who have bid into San Antonio listed on it. If a conductor lays-off, he will take that turn on that board off with him. If a train is called, or a vacancy is filled that requires a conductor and a brakeman, the first and second out people on the board will be called for that particular train, with the senior conductor then acting as such.

Section 3

The Santa Fe Schedule Rules covering trainmen on the former Northern & Southern Divisions will be applicable in the newly established zones.

Article 2 - Selection of Forces

Section 1

For the initial job assignments, first preferences in assignments to the newly established zones will be as follows:

At Temple:	Texas Division Seniority District No.2
San Antonio Zone:	Texas Division Seniority District No.2

If the initial assignments aren't filled by this primary preference, then resort may be had, in order, to the rest of the Texas Grand Seniority District, the Santa Fe Grand Seniority District, the BN Midwest Seniority District and then the balance of the BNSF system.

Section 2

After the initial job assignments, employees appearing on the Texas Division Seniority District No.2 will have preference to assignment on the new zone of that district. If there are no bidders, then the assignment will be advertised to the Texas Grand Seniority District and the senior trainman making application will be assigned.

Section 3

If the procedures of Section 2 do not fill a newly established assignment, the parties will promptly confer, with a view to agreeing on a mechanism for making necessary force assignments.

Section 4

- A. Beginning on the date assigned and continuing for 2 years thereafter, any employee at San Antonio who is assigned to one of the new positions and has received the UTU Moving Benefits Package cannot be displaced by a senior employee, unless the senior employee is unable to hold an assignment on his/her home seniority district. (This does not preclude normal seniority exercise and choice of assignments among employees in the newly established zones.)
- B. Any employees who are awarded, or force assigned to, these newly-established positions at San Antonio or Eagle Pass and who elect to receive the benefits of the UTU Moving Benefits Package will have a right of return to their former location by virtue of exercising their pre-existing seniority rights only upon the expiration of a two year period running from the date they took the new assignment. Any other employees who are awarded, or force assigned to, these newly

established positions will have a right of return to their former location by virtue of exercising their pre-existing seniority rights.

Article 3 - Supplements

The elements contained within this article are included strictly and only in exchange for the Organization's cooperation in expeditiously reaching a voluntary Implementing Agreement without resort to the delays and risks associated with arbitration under Section 4 of the Norfolk & Western Conditions. Since these elements go beyond the "selection of forces" issues which are the proper and limited subject matter of Section 4, they shall have no application, precedential value or persuasive force in any other setting, including failure of ratification.

Section 1

- A. For a one year period after initiation of operations, any employee who is the successful bidder for one of the newly-established positions or is force assigned (and who has not yet made a bona fide change in residence) will, for a 90-day period, be provided lodging at both the home and away from home terminals (except at their own home point) and a meal allowance of \$40 (or \$80 per day if the employee elects to provide his own lodging).
- B. For a one year period after initiation of operations, any conductors who are successful bidders for such positions, or who are force assigned, and who make an actual bona fide change in residence will receive all the benefits of the UTU Moving Benefits Package, signed on March 1, 1996. Payments will not be made during the first 60 days after the initiation of operations. Employees who occupy permanent positions at San Antonio on the 60th day can request moving benefits under the BNSF/UTU Moving Benefits agreement. It is understood that the carrier will determine the number of moving benefit packages available, but in any event moving packages will only be payable to employees who make bona fide moves to San Antonio, and such packages will not be offered after 1 year.
- C. Should the carrier cease operations on one or more of the new districts, or if, for a three year period after initiation of operations, there is a sustained reduction in service on one or more of the new districts which causes the furlough of successful bidders, the affected employees who make an actual bona fide change in residence back to their former location or to a new location will receive all the benefits of the UTU Moving Benefits Package, signed on March 1, 1996.

Section 2

- A. During a two year period following commencement of operations and when the pool requires 5 or fewer turns, active employees in freight service in these newly established zones shall earn a payroll period compensation guarantee of not less than the applicable guaranteed extra board rate of pay.
- B. The amount of the employee's payroll period compensation guarantee may be prorated or reduced on the basis of 1/15 for each 24 hour period or portion thereof, when an employee lays off or is otherwise unavailable for service.

Section 3

Overmiles on these runs will be paid as if these were Intraseniority District runs under the February 7, 1992 ATSF Crew Consist Agreement.

Section 4

Held-Away-from-Home-Terminal payments shall be made on a continuous basis after the expiration of 16 hours.

Section 5

For purposes of air pay and ETD/ETM allowances, San Antonio and Eagle Pass will be considered as terminals.

Article 4 - General

Section 1.

- A. The parties have negotiated this Agreement mindful of the fact that their futures are linked and that we must work together to succeed over the long term. Therefore, the parties mutually pledge and commit themselves to act reasonably in the application of this agreement.
- B. The parties will meet within 90 days of the implementation of this Agreement to review its operation.

Section 2

- A. All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict. All pre-existing agreements that do not conflict with the terms of this agreement, including the January 3, 1996 letter agreement about the Temple - Caldwell - Flatonia - San Antonio trackage rights operation, remain in full force and effect.
- B. This implementing agreement is made pursuant to the Norfolk & Western Conditions (354 I.C.C. 605, 610-615) which, by this reference, are incorporated here.
- C. Except as specifically provided, nothing in this implementing agreement shall be interpreted to expand or contract protective benefits provided in the Norfolk & Western Conditions imposed by the Interstate Commerce Commission and incorporated here by paragraph B of this section.

MEMORANDUM

This letter will confirm the arrangements for relieving crews that are tied up under the law on the Temple - San Antonio run, when the trains are run via the Caldwell - Flatonia route and tied up east of Cibolo.

It is agreed that it is permissible for San Antonio-based crews to relieve trains at Flatonia and at points between Flatonia and Cibolo. When a San Antonio crew is used in this manner, they will be allowed actual miles transported and run, with a minimum of a basic day and will be relieved at San Antonio.

If a Temple-based crew needs to be relieved and the train has not made it to Flatonia, Temple-based crews should be used to provide relief. If a San Antonio crew is used in this circumstance, the earnings made, for actual miles transported and run, will be paid over and above the applicable guarantee.

NOTE 1: This letter will confirm our discussion about the relieving of trains between Temple and San Antonio.

Presently, the trains are utilizing the Smithville route. As with our arrangement when the crews were using Flatonia, Smithville will be the break point: that is, if a train needs to be relieved at or short of Smithville, a San Antonio crew at Temple will be used; if the train is beyond Smithville, a San Antonio crew at San Antonio will be used.

ELMENDORF COAL TRAINS

1. The Elmendorf coal trains will be handled out of Temple by the existing Temple - San Antonio pool.
2. When called for this service, a conductor will handle the train through San Antonio to the Elmendorf plant, where he will tie up and be transported back to San Antonio for rest.
3. If a Conductor handles an Elmendorf coal train, but does not have sufficient time under the Hours-of-Service to take the train to the power plant, he will be relieved by the San Antonio extra board, and will take his rest at San Antonio.
4. When the train must be relieved east of San Antonio, the extra board conductor may be transported to the train and handle it through San Antonio, without release, and handle the train on to the unloading facility at the power plant. Extra board conductors used in this manner will be paid actual miles transported and run east of San Antonio with a minimum of 25 miles, in addition to all other earnings.
5. Under either the paragraph 2 or the paragraph 3 situation, the rested Temple conductor will be transported to the empty coal train at Elmendorf, and then handle it on through San Antonio, back to Temple
6. Conductors in this coal train service will be allowed 267 miles if routed via Caldwell or 247 miles if routed via Smithville.
7. At any time during the first 90 days of operation, the company may cancel this agreement by providing telephone advice to that effect. Thereafter, pending the further handling of this matter under the mechanisms of Section 4 of the Norfolk & Western Conditions, any Elmendorf coal trains would be handled by the Temple - San Antonio pool and the San Antonio extra list.

APPENDIX 9

WORK COORDINATORS

LAFAYETTE

Work Coordinator position(s) may be established at Lafayette, LA, with a working radius of 5 miles from the terminal of the assignment, to perform all the duties of a herder as well as assist inbound and outbound freight crews.

1. These positions shall be paid a basic daily rate of 181.99 subject to future general wage increases and cost of living allowances.
2. Air and ETD pay shall not be payable to these positions.
3. So long as it does not infringe on existing contractual rights held by other crafts, Work Coordinators may:
 - 3.1 Herd power, including making air hose coupling between the engine and train and MU the assembled consist.
 - 3.2 Assist road crews in making pick-ups including set and release of hand brakes, making couplings, and relaying and/or giving instructions via hand or radio signals.
 - 3.3 Assist road crews in making set-outs, spotting and securing cars, relaying and/or giving instructions via hand and/radio signals including assisting in setting out bad order cars. The position may also clic cars, gather information for crews such as track warrants, train lists switch lists, etc., coordinate with dispatcher, trainmaster, assistant trainmaster and MCO.
 - 3.4 Line main track and yard switches for the purpose of assisting trains into or Out of the Yard.
 - 3.5 Make air hose couplings between cars and assist in or perform initial terminal inspection and air tests.
 - 3.6 Change battery in ETD's to be used by road crews.
4. When assisting a road crew, the Work Coordinator will become a member of that crew.
 - 4.1 It is understood that when a Work Coordinator assists a conductor in performing service defined by Article II (2) of the 1992 Memorandum of Agreement as a work event, the service performed will still be a work event for the conductor.
 - 4.2 The Work Coordinator will not perform service outside the limits specified in this Agreement.
5. When a Work Coordinator is assigned to assist a road crew, or is attached to a crew, the Work Coordinator may not be assigned or attached to another crew until such time as the Work

Coordinator is released from the service originally assigned, i.e, a Work Coordinator shall only work with one road crew at any given time.

6. The Work Coordinator will be assigned for no less than five days per week.
7. The holiday rule will apply to this assignment.
8. This Agreement shall be subject to automatic cancellation by the service of fifteen (15) days notice, one party upon the other. The parties commit to meet during this fifteen (15) day period in an effort to resolve the issues that caused service of the cancellation notice.

SILSBEE

Work Coordinator position(s) may be established at Silsbee, TX, with a working radius of 5 miles from the terminal of the assignment, to perform all the duties of a herder as well as assist inbound and outbound freight crews.

1. These positions shall be paid a basic daily rate of 181.99 subject to future general wage increases and cost of living allowances.
2. Air and ETD pay shall not be payable to these positions.
3. So long as it does not infringe on existing contractual rights held by other crafts, Work Coordinators may:
 - 3.1 Herd power, including making air hose coupling between the engine and train and MU the assembled consist.
 - 3.2 Assist road crews in making pick-ups including set and release of hand brakes, making couplings, and relaying and/or giving instructions via hand or radio signals.
 - 3.3 Assist road crews in making set-outs, spotting and securing cars, relaying and/or giving instructions via hand and/radio signals including assisting in setting-out bad order cars. The position may also clic cars, gather information for crews such as track warrants, train lists, switch lists, etc., coordinate with dispatcher, trainmaster, assistant trainmaster and MCO.
 - 3.4 Line main track and yard switches for the purpose of assisting trains into or out of the Yard.
 - 3.5 Make air hose couplings between cars and assist in or perform initial terminal inspection and air tests.
 - 3.6 Change battery in ETD's to be used by road crews.
4. When assisting a road crew, the Work Coordinator will become a member of that crew.
 - 4.1 It is understood that when a Work Coordinator assists a conductor in performing service defined by Article II (2) of the 1992 Memorandum of Agreement as a work event, the service performed will still be a work event for the conductor.

- 4.2 The Work Coordinator will not perform service outside the limits specified in this Agreement.
5. When a Work Coordinator is assigned to assist a road crew, or is attached to a crew, the Work Coordinator may not be assigned or attached to another crew until such time as the Work Coordinator is released from the service originally assigned, i.e., a Work Coordinator shall only work with one road crew at any given time.
6. The Work Coordinator will be assigned for no less than five days per week.
7. The holiday rule will apply to this assignment.
8. This Agreement shall be subject to automatic cancellation by the service of fifteen (15) days notice, one party upon the other. The parties commit to meet during this fifteen (15) day period in an effort to resolve the issues that caused service of the cancellation notice.

BEAUMONT

Work Coordinator position(s) may be established at Beaumont, TX, with a working radius of 5 miles from the terminal of the assignment, to perform all the duties of a herder as well as assist inbound and outbound freight crews.

1. These positions shall be paid a basic daily rate of 181.99 subject to future general wage increases and cost of living allowances.
2. Air and ETD pay shall not be paid to these positions.
3. So long as it does not infringe on existing contractual rights held by other crafts, Work Coordinators may:
 - 3.1 Herd power, including making air hose coupling between the engine and train and MU the assembled consist.
 - 3.2 Assist road crews in making pick-ups including set and release of hand brakes, making couplings, and relaying and/or giving instructions via hand or radio signals.
 - 3.3 Assist road crews in making set-outs, spotting and securing cars, relaying and/or giving instructions via hand and/or radio signals including assisting in setting-out bad order cars. The position may also clic cars, gather information for crews such as track warrants, train lists, switch lists, etc., coordinate with dispatcher, trainmaster, assistant trainmaster and MCO.
 - 3.4 Line main track and yard switches for the purpose of assisting trains into or out of the Yard.
 - 3.5 Make air hose couplings between cars and assist in or perform initial terminal inspection and air tests.
 - 3.6 Change battery in ETD's to be used by road crews.

4. When assisting a road crew, the Work Coordinator will become a member of that crew.
 - 4.1 It is understood that when a Work Coordinator assists a conductor in performing service defined by Article II (2) of the 1992 Memorandum of Agreement as a work event, the service performed will still be a work event for the conductor.
 - 4.2 The Work Coordinator will not perform service outside the limits specified in this Agreement.
5. When a Work Coordinator is assigned to assist a road crew, or is attached to a crew, the Work Coordinator may not be assigned or attached to another crew until such time as the Work Coordinator is released from the service originally assigned, i.e., a Work Coordinator shall only work with one road crew at any given time.
6. The Work Coordinator will be assigned for no less than five days per week.
7. The holiday rule will apply to this assignment.
8. This Agreement shall be subject to automatic cancellation by the service of fifteen (15) days notice, one party upon the other. The parties commit to meet during this fifteen (15) day period in an effort to resolve the issues that caused service of the cancellation notice.

SOMERVILLE

Work Coordinator position(s) may be established at Somerville, Texas, with a working radius of 5 miles from the terminal of the assignment, to perform all the duties of a herder as well as assist inbound and outbound freight crews.

1. These positions shall be paid a basic daily rate of 181.99 subject to future general wage increases and cost of living allowances.
2. Air and ETD pay shall not be payable to these positions.
3. So long as it does not infringe on existing contractual rights held by other crafts, Work Coordinators may:
 - 3.1 Herd power, including making air hose coupling between the engine and train and MU the assembled consist.
 - 3.2 Assist road crews in making pick-ups including set and release of hand brakes, making couplings, and relaying and/or giving instructions via hand or radio signals.
 - 3.3 Assist road crews in making set-outs, spotting and securing cars, relaying and/or giving instructions via hand and/or radio signals including assisting in setting out bad order cars. The position may also clic cars, gather information for crews such as track warrants, train lists, switch lists, etc., coordinate with dispatcher, trainmaster, assistant trainmaster and MCO.
 - 3.4 Line main track and yard switches for the purpose of assisting trains into or out of the Yard.

- 3.5 Make air hose couplings between cars and assist in or perform initial terminal inspection and air tests.
- 3.6 Change battery in ETD's to be used by road crews.
- 4. When assisting a road crew, the Work Coordinator will become a member of that crew.
 - 4.1 It is understood that when a Work Coordinator assists a conductor in performing service defined by Article II (2) of the 1992 Memorandum of Agreement as a work event, the service performed will still be a work event for the conductor.
 - 4.2 The Work Coordinator will not perform service outside the limits specified in this Agreement.
- 5. When a Work Coordinator is assigned to assist a road crew, or is attached to a crew, the Work Coordinator may not be assigned or attached to another crew until such time as the Work Coordinator is released from the service originally assigned, i.e., a Work Coordinator shall only work with one road crew at any given time.
- 6. The Work Coordinator will be assigned for no less than five days per week.
- 7. The holiday rule will apply to this assignment.
- 8. This Agreement shall be subject to automatic cancellation by the service of fifteen (15) days notice, one party upon the other. The parties commit to meet during this fifteen (15) day period in an effort to resolve the issues that caused service of the cancellation notice.

APPENDIX 10

UP/SP TRACKAGE RIGHTS

ALVIN TO CORPUS CHRISTI

This letter will serve to confirm the experimental, interim understandings which we reached in connection with the preliminary operation of the Houston - Robstown - Corpus Christi trackage rights trains.

As we explained, the idea is to begin this operation at the earliest feasible date, using Houston as the base. Later, full-fledged operations will begin, and the parties agree that they will revisit this subject before such operations commence. In the meantime, and in order to get Houston-based operations under way expeditiously, we agreed that the following understandings will apply:

1. The trackage rights territory needed for this operation will be added to the Houston - Galveston seniority district.
2. Inasmuch as the service is, at this time, Houston-based, the parties agree that Houston will be the source of supply for Conductors for this operation.
3. These unassigned through freight runs will be called from the Houston extra board, which will be increased by the anticipated number of people necessary for this operation.
4. The Santa Fe Conductors'/Trainmen's Schedule Rules will apply to this operation.
5. Overmiles on this run will be paid as if this was an Intraseniority District Run under the 1985 and 1996 National Agreements.
6. (A) During the interim period of Houston-based operation, all "Held-Away-From-Home-Terminal" pay would be paid without deduction from the extra board guarantee.
(B) During the interim period of Houston-based operation, it will not be a violation for Tex-Mex crews to dogcatch trains that "die" enroute to Corpus Christi.

The parties pledge to revisit this matter during January 1997, in order to reach a permanent understanding concerning operations in this corridor. None of the provisions of this experimental, interim arrangement will have any precedential effect in reaching that permanent understanding.

CORPUS CHRISTI VIA VICTORIA

1. Temple based crews can handle these trains to Victoria, and will then be transported back to Temple.
2. Houston/Galveston crews will be transported to Victoria and then handle the train on to Robstown/Corpus Christi.

3. When Temple crews, destined to Victoria, tie up under the Hours of Service Law at or south of Cuero, the Houston/Galveston crew (who would normally take the train at Victoria) will be used to provide relief. When so used, the Houston/Galveston crew will be transported to the train and handle it through Victoria, without release, and handle the train on to Robstown/Corpus Christi. Houston/Galveston crews used in this manner will be paid actual miles transported and run north of Victoria with a minimum of 25 miles.
4. Temple crews, if they have sufficient time left to work, can handle their train on to Placedo. Temple crews used in this manner will be paid additional miles run with a minimum of 25.
5. The combo extra board guarantee will apply to the Temple - San Antonio pool and the Corpus pool during this operation.
6. Held-away-from-home-terminal payments will not be applied to offset that guarantee.

APPENDIX 11

MEMORANDUM OF AGREEMENT
Between
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
WESTERN LINES - NORTHERN AND SOUTHERN DIVISIONS
And the
UNITED TRANSPORTATION UNION

Relating to the establishing of interdivisional through and irregular freight service to operate (or deadhead) between Temple, Texas and Houston, Texas and Temple, Texas and Galveston, Texas, in accordance with Section 1 of Article XII of the National Agreement dated January 27, 1972.

NOTE: As used in this agreement, the term interdivisional service includes interdivisional, interseniority district, intradivisional and/or intraseniority district service.

IT IS AGREED THAT:

Section 1

Rules, agreements, interpretations or practices, however established, are changed only to the extent necessary to permit Carrier to establish interdivisional, interseniority district, intradivisional, intraseniority district freight service (or deadhead) for through and irregular freight service through the terminal of Bellville Yard.

Section 2

- (a) A pool of crews will be established to operate in through and irregular freight service between Temple, Texas and Houston, Texas thereby discontinuing Bellville Yard as a terminal for those crews operating through that point in both directions. (Temple - Houston Pool)
- (b) A pool of crews will be established to operate in through and irregular freight service between Temple, Texas and Galveston, Texas thereby discontinuing Bellville Yard as a terminal for those crews operating through that point in both directions. (Temple - Galveston Pool)

Section 3

- (a) An even number of crews will be established initially between Temple and Houston with an equal number of crews being manned by Temple and Houston crews, subject to subsequent changes in regulation of mileage.
- (b) An even number of crews will be established initially between Temple and Galveston with an equal number of crews being manned by Temple and Galveston crews, subject to subsequent changes in regulation of mileage.

Section 4

- (a) Temple will be the home terminal for the crews working out of Temple to Houston and return, and Houston will be the home terminal for the crews working out of Houston to Temple and

return. Temple will be the away from home terminal for Houston crews and Houston will be the away from home terminal for Temple crews in this service.

- (b) Temple will be the home terminal for the crews working out of Temple between Temple and Galveston and return, and Galveston will be the home terminal for the crews working out of Galveston between Galveston to Temple and return. Temple will be the away from home terminal for Galveston crews, and Galveston will be the away from home terminal for Temple crews in this service.

NOTE: Under Section 4(a), Houston will continue to be an intermediate point for all irregular service, except as provided herein.

Section 5:

Temple crews upon arrival at either Houston or Galveston in interdivisional service will be marked up in proper order on the respective boards after they are rested ahead of either Houston or Galveston crews for service back to Temple. Houston and Galveston crews upon arrival at Temple in interdivisional service will be marked up in proper order on the board after they are rested ahead of Temple crews for service back to their respective home terminals. (Changed in accordance with Appendix 17)

Section 6

- (a) Employees in interdivisional service will lay-off at home terminal only, except in case of emergency, and will report at home terminal only.
- (b) Vacancies at home terminals will be protected by men from home terminal extra boards. Temple crews from Temple extra board, Houston and Galveston crews from Galveston extra board.
- (c) Vacancies resulting from emergencies at the away-from-home-terminal will be protected by men from the away-from-home-terminal extra board. Such extra men so used will be deadheaded to their extra board terminal after completion of trip.
- (d) Employees in interdivisional service who lay off at away-from-home-terminal account of illness or injury to himself or an immediate member of his family will be permitted to ride a freight train to home terminal.

Section 7

- (a) When a crew in interdivisional service is tied up under the Hours-of-Service-Law or required to give up train, such crew will be deadheaded promptly to destination.
- (b) When a crew in interdivisional service is tied up under the Hours-of-Service-Law, an extra crew from the destination extra board will be used to handle train to destination.

NOTE 1: Between Houston/Galveston & Bellville, including Bellville, eastbound, and between Temple and Bellville including Bellville westbound use ID pool freight crew standing first out at Houston/Galveston or Temple.

Between Bellville and Houston/Galveston westbound or between Bellville and Temple eastbound use extra board crew at destination terminal.

When an interdivisional pool freight crew is tied up under the Hours of Service Law and is to be transported to the distant terminal to complete the trip, the following will govern:

- a. One (1) hour will be free time
- b. Straight time allowance will be paid for all time in excess of free time calculated from time tied up under the Hours of Service Law and time transportation became available.

Section 8

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

Section 9

- (a) It is not intended that interdivisional service crews assigned under the terms of this agreement, will be required to perform local freight work such as station, plant and industrial switching. If however, such service is required, said crew will be allowed actual time consumed with a minimum of thirty minutes (30") at pro rata rate, for each point, in addition to all other compensation for the day or trip.

NOTE 1: Spotting of cars at a particular location on a designated track, switching out cars from behind other cars, or making other than straight set-out and/or pick-up, shall be considered station or industrial switching in the application of this Section 9(a).

- (b) When a crew in interdivisional service is required to stop at more than three points en route for the purpose of making any change in the train content (other than setting-out bad order cars from train) said crew will be allowed actual time aggregated with a minimum of thirty minutes (30") at pro rata rate, in addition to all other compensation for the day or trip. "Change in the train content" means when cars are added to or taken from the train.
- (c) The provisions of the conversion rules of the respective agreements are set aside when crew receives compensation under the provisions of Sections 9(a) and/or (b) of this Agreement.

Section 10

When crews in interdivisional freight service are required to report for duty or are relieved from duty at a point other than the on and off-duty point fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crews.

Section 11

Crews in interdivisional freight service will be allowed a \$2.75 meal allowance after 4 hours at the away from home terminal and another \$2.75 allowance after being held an additional 8 hours.

Section 12

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

Section 13

Crews assigned in interdivisional service will not be used to perform non-interdivisional service.

Section 14

Carrier will not require more persons to ride in caboose on train in interdivisional service than seats available.

Section 15

The Carrier shall maintain records of all miles run by Temple, Houston and Galveston crews. Such account of records will be furnished the Local Chairman of each district and the General Chairman each 90 days so that a proper portion of mileage may be maintained. Mileage equalization shall be at intervals requested by the UTU, but not more than each 90 days.

Section 16

Employees in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th of the daily rate paid them for the last service performed. Should an employee be called for service or ordered to deadhead after pay begins, held-away-from-home-terminal time shall cease at the time pay begins for such service or deadheading. Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.

Section 17

- (a) When a crew assigned in interdivisional service is called and released, after time of going on duty, but before road trip commences, such crew will be paid 100 miles and stand first out for service after 8 hours rest under the Hours of Service Law, subject to call after 6 hours and 30 minutes.
- (b) When a crew is called and released before going on duty they will be paid 50 miles at pro rata rate for service called, and maintain their standing on the board.

Section 18

When a crew is required to exchange trains with another crew enroute, the crew will be paid the full mileage of the trip for which originally called, plus extra compensation on a minute basis for all time consumed from departure after trading trains until arrival and going off duty at their final terminal. All payments to be at the highest rate applicable to any of the service performed enroute.

NOTE: The “extra compensation on a minute basis for all time consumed from departure after trading trains until arrival and going off duty at their final terminal” would commence at the time the first crew involved in the exchange of trains departs following such exchange.

Section 19

Crews will continue to receive not less than the mileage allowances presently being paid between Temple and Houston (211 miles for conductor and rear brakeman and 213 miles for head brakeman and engine crew) and between Temple and Galveston (218 miles for both train and engine crews), unless such mileage is decreased or increased due to line changes.

NOTE: In an effort to eliminate confusion by the employees as to proper mileage allowance to claim because of the various routes traversed in Houston and considerable handling in the timekeeping department, I have been advised that Superintendent K. W. Ross has reached a tentative agreement with the local chairmen of the BLE and UTU.

In this regard, they have agreed to the following mileage allowances for interdivisional service between Houston/Temple.

Route #1: Temple-Houston or Houston-Temple = 213
(Milby Street roundhouse-South Yard to Temple or traversed route)

Route #2: Houston-Temple; Houston-Temple = 230
One common mileage for all other routes traversed in Houston terminal, and there would be no extension of the one hour, fifteen minutes free time for initial terminal delay or the one hour free time for final terminal delay.

Route #3: Houston-Temple; Temple-Houston via Smithers Lane = 219

(SEE APPENDIX 17, VARIABLE CALLING)

APPENDIX 12

HOUSTON SATELLITE EXTRA BOARD

The purpose of this agreement is to effectuate the trackage rights approved by the Surface Transportation Board in Decision No. 44 of Finance Docket No. 32760. The purpose is also to enable the company to provide effective competition to the combined UP-SP in corridors where trackage rights have been granted, and to allow for integration of these trackage rights operations with other BNSF operations.

IT IS AGREED:

Article 1 - Houston Satellite Extra Board

Section 1

The company may establish a ground service combo extra board at Houston, as a satellite of the existing Galveston ground service combo extra board.

Section 2

- A. This board will protect vacancies in the Houston - Lafayette pool, which include trains destined to the Port of Beaumont: Houston to Sealy service and other necessary service on these trackage rights corridors.
- B.
 - (1) This board will also be used to augment the Galveston combo extra board and vice versa.
 - (2) This board will, as necessary, be used to augment the HBT extra board, and to fill vacancies on the former HBT after exhaustion of the HBT extra list and "service-on-days-off" list.
 - (3) Any use of personnel on this extra board for service on any other corridors will be paid over and above the applicable extra board guarantee. There is no change in the class of service restriction in the application of that guarantee.

Article 2 - Selection of Forces

Section 1

- A. Employees with seniority dates at Houston/Galveston prior to January 1, 1998 can chose to bid to the Houston satellite combo extra board. However, they cannot be force assigned to this board.
- B. Employees with seniority dates at Houston/Galveston on or subsequent to January 1, 1998 can bid or be force assigned to this board.

Article 3 – General

Section 1

- A. The Santa Fe rules governing extra boards, including the guarantee provisions will apply to this board.

- B. Any shifts worked from this board on assignments on the former HBT under Article 1, Section 2B(2) of this agreement, will be taken into account in calculating the extra board formula. Additionally, during the first 90 days of the operation of this board, it will be carried at a level of two (2) persons higher than otherwise would be required by the formula, in order to take into account any such shifts during that period.

Section 2

BNSF employees who have seniority on applicable rosters prior to January 16, 1998 have prior rights to BNSF assignments in the Houston/Galveston terminal complex.

Section 3

- A. The parties have negotiated this Agreement mindful of the fact that their futures are linked and that we must work together to succeed over the long term. Therefore, the parties mutually pledge and commit themselves to act reasonably in the application of this agreement.
- B. The parties will meet within 90 days of the implementation of this Agreement to review its operation.

Section 4

- A. All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict. All pre-existing agreements that do not conflict with the terms of this agreement remain in full force and effect.
- B. This implementing agreement is made pursuant to the Norfolk & Western Conditions (354 I.C.C. 605, 610-615) which, by this reference, are incorporated here.
- C. Except as specifically provided, nothing in this implementing agreement shall be interpreted to expand or contract protective benefits provided in the Norfolk & Western Conditions imposed by the Interstate Commerce Commission and incorporated here by paragraph B of this section.

Section 5

This agreement will become effective upon 5 days' written notice from the carrier, after execution by the parties. It may later be changed by mutual agreement or in accord with applicable law.

USED IN YARD SERVICE

This letter will serve to confirm an understanding that we have reached in connection with the August 17, 1998 Memorandum of Agreement establishing the Houston Satellite Extra Board.

When a person on that board is used to fill an assignment on the former HBT after exhaustion of the HBT extra list and the "service-on-days-off" list, the person so used will be handled, for entry rate purposes, just as (and for the same reasons) the entry rate matter is handled under Article 1, Section 3B2 of the HBT Trackage Rights Implementing Agreement.

APPENDIX 13

UNION OFFICERS LAYING OFF TO MEET WITH COMPANY

I write to confirm our recent discussion concerning the possibility of allowing UTU local chairmen, union officers and committeemen the ability to hold their turns first out when they are not available to work due to conducting union business. We have agreed that the following will apply:

1. When a UTU local chairman, union officer or committeeman is working a pool freight job or on a guaranteed extra board and is off due to union business, the employee's turn will not be run or removed from the board and will be held first out until the employee reports back to work.
2. If while off for union business the employee on a pool freight board run is run around by other pool employees further down on the working board, the employee will, upon completion of the first round trip 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 employees running around him prior to laying off; the union officer to advise the crew technician of his proper position on the board. If not so advised, the turn will not be adjusted.
3. When a UTU local chairman, union officer or committeeman is on the guaranteed extra board and the employee must be off due to union business, the employee's turn will be held first out, and his being off will not count as a layoff towards the two layoffs per half forfeiture of guarantee. In the event his turn stood to protect an outside assignment he will be required to protect the outside assignment in accordance with schedule rules.
4. A local chairman, union officer or committeeman desiring to avail himself of the provisions of this understanding must so advise the crew technician at the time of laying off. It is understood that a local chairman, union officer or committeeman must, following conclusion of union business, report back to work as soon thereafter as reasonably possible.

This understanding will become effective December 15, 1994, and will remain in effect subject to 15 days' notice of cancellation by either party.

APPENDIX 14

LONGVIEW TERMINAL POOL

This will confirm the discussions to establish pool freight service between Silsbee and Longview, Texas through San Augustine. As discussed the Road Schedule provides for the establishment of chain gang service between these locations. Article 43 provides that when chain gang service is established, San Augustine is to be treated as a chain gang terminal.

It was agreed the pool will initially be established with two turns. There was worry on behalf of the Organization the pool service would become inconsistent and require the use of cut-in turns, causing a reduction in the earnings of those assigned to the pool. Because of the concern it was requested that the turns be paid the earnings of the assignment or the combination guaranteed extra board rate, whichever is greater for a period of 180 days or until the mileage of the pool actually supports three or more turns. The service protected from the pool will be reviewed 30-days from inception to determine if the service is erratic and requires a third turn, to operate more efficiently, even though the mileage does not support the additional turn. If this occurs, the General Chairman may request that the third turn fall under the same pay provisions of the other turns in the pool during the remainder of the specified period.

EXTRA BOARD

1. A Longview combo extra board will be established on a trial basis. This extra board will protect Conductor's and, as necessary, brakemen's vacancies on pool assignments between Longview - Tenaha - Shreveport; road switcher assignments based at Longview; the Longview - Center Local; and Hours-of-Service law relief, as necessary, on the Houston - Shreveport or Houston - Longview through freights.
2. This combo extra board will be established with 8 people initially. Of these positions, 6 will be prior righted to former Santa Fe forces, while 2 will be prior righted to former Midwest Seniority District forces. However, if an extra board position goes no-bid by the forces with the prior rights, then forces from the other group may be awarded such positions.
3. Based on experience (which will be measured and accounted), the parties will jointly review the number of assignments, and the allocations at 30, 60, 90 and six month intervals after the operation of this extra board is begun, with a view to making any necessary adjustments.
4. This combo extra board will work under applicable Santa Fe rules, including the extra board guarantee.
5. To provide sufficient manpower based on minor fluctuations in business (of 60 days or less), the junior trainman from Silsbee (for Santa Fe allocated slots or Teague (for BN allocated slots) can be force assigned if there are no bids for the advertised vacancies. When force assigned under these terms, such trainmen will be provided a deadhead payment at the start and at the conclusion of the force assignment period and lodging and will be paid a daily meal allowance of \$40 (or \$80 per day if the employee elects to provide his own lodging).
6. For a one year period after initiation of this extra board, any employee who is the successful bidder for one of the newly established Longview positions or is force assigned (and who must,

but has not yet made a bona fide change in residence) will, for a 90-day period, be provided lodging at the home and any away from home terminals and be paid a daily meal allowance of \$40 (or \$80 per day if the employee elects to provide his own lodging).

7. For a one year period after initiation of this extra board, any train service employees who are successful bidders for the Longview positions, or who are force assigned, and who must (and do) make an actual bona fide change in residence will be eligible to receive all the benefits of the New York Dock moving benefits package (or a single payment of \$35,000 in lieu of all of the benefits of the New York Dock moving benefits package). Payments will not be made during the first 45 days after initiation of this extra board; employees who occupy these extra board positions of the 45th day can request moving benefits under the New York Dock moving benefits package as outlined in this paragraph. Initially, 10 packages will be available; beyond that, it is understood that the company will determine the number of moving benefit packages available, but, in any event, moving packages will only be payable to employees who make bona fide moves, and such packages will not be offered after 1 year.
8. Beginning on the date assigned and continuing for 2 years thereafter, any employee who is assigned to one of the Longview positions, and who has elected to receive the moving benefits provided here cannot be displaced by a senior employee, unless the senior employee is unable to hold an assignment on his/her home seniority district. (This does not preclude normal seniority exercise and choice of assignments among the employees at Longview.)
9. Any employees who are awarded or force-assigned to the Longview positions and who have elected to receive the moving benefits provided here will have a right to exercise their seniority out of Longview only upon the expiration of a two-year period running from the date they took the new assignment. Any other employees who are awarded or force assigned to the Longview positions will have a right of return to their former location by exercising their seniority rights.
10. Two (2) productivity fund shares will be paid into the Joint Texas Division productivity fund on a daily basis so long as the Midwest District allocation on the Longview extra board equals or exceeds 2 positions.
11. If former Santa Fe personnel presently working at Longview are displaced as a result of the implementation of this agreement, they will be treated as covered by the Norfolk & Western Conditions.

APPENDIX 15

SHORT POOL TEMPLE

The short pool work out of Temple has increased to a level that would justify the establishment of a conductor only pool headquartered at Temple, TX, to operate in three directions. This pool will operate as follows:

1. This pool will protect turn around service between Temple and Brownwood; Temple and Cleburne; and Temple and Somerville.
 - 1.1 This pool will not protect Hours of Service Relief Service.
 - 1.2 These crews will be paid all miles operated with a minimum of a basic day with overtime after miles operated.
2. This pool will make only one turn around trip per tour of duty.
3. The Carrier will establish three conductor only turns in this pool and the UTU Local Chairman will make all necessary adjustments thereafter.
 - 3.1 If this pool is exhausted, the Carrier can operate conductor only make-up turns to protect the additional service

The Parties agreed that the provisions of this Agreement are made without prejudice and on a non-referable basis to either Party's position concerning this or any other issues. It was also agreed that either Party can cancel this Agreement by serving a five day written cancellation notice on the other Party.

APPENDIX 16

UNION REPRESENTATIVE PRESENT

When employees are requested by a Carrier supervisor to attend a meeting for the purpose of discussing possible rule violations, which could lead to a formal investigation, they may, if desired, be accompanied by a union representative or a fellow employee as a witness. The employees will not be permitted to delay the meeting due to the unavailability of a particular union representative or employee.

This agreement is not intended to nor does it restrict the Carrier supervisor from conducting discussions with employees in matters relating to the safe and efficient operation of the railroad.

APPENDIX 17

VARIABLE CALLING

CALLING RATIO

Carrier will determine the ratio of calling home terminal and away-from-home terminal pool freight crews at Gainesville and Temple dependent upon the needs of service and distribution of away-from-home and home terminal crews, which ratio will not exceed 5:1.

If either party to this Agreement is of the opinion application of the specified ratio creates an undue hardship and imbalance, the matter will be discussed between the local chairman and the regional manager, or his representative. Failing to resolve the issue at this level, the matter may be appealed by the General Chairman to the Director-Labor Relations in an effort to reasonably resolve the dispute, including conference, if necessary, which will be held as soon as possible.

ACTIVE –INACTIVE BOARDS

When a pool freight crew arrives at their home terminal, such crew will be placed to the bottom of the home terminal board. Crews from the other home terminal arriving at the same location will be placed to the bottom of the away-from-home terminal board. These boards shall be designated as the "inactive boards."

For the benefit of pool freight crews at their home terminal, Carrier will move sufficient home terminal and away-from-home terminal crews from the inactive boards to a so-called "active board," which board will govern the order in which home and away-from-home crews will be called during the next eight-hour period based on anticipated service, and such "active board" will only protect ID service. While Carrier has the right to determine the ratio for calling pool freight crews, Carrier will not exceed a ratio of 5:1, away-from-home terminal vs. home terminal or vice versa.* If the Carrier determines a need to deadhead surplus, away-from-home pool freight crews, those crews will not be counted in the ratio, but will be counted as turns.

*NOTE 1: In the absence of an available (rested) away-from-home terminal pool freight crew, home terminal crews may be called in excess of the ratio of 5:1. In an emergency, the ratio will not be applicable.

When the active board is set, if a crew(s) is (are) to be deadheaded, they will be designated at the time the active board is set. A crew at the away-from-home terminal, once designated as a deadhead to the home terminal, may deadhead on an earlier train, if requested. However, proper authority must be obtained from the Regional Operations Center if requesting to deadhead in advance of designated turn. The turn itself will be placed in proper sequence upon the turn's arrival at the home terminal.

The active board will be updated each four (4) hours, by deleting crews that have been called during the prior four hours, as well as adding crews to the active board. Home terminal crews (at their home terminal), when placed on the active board, will not have their order (number of times out) changed.

NOTE: We agreed that from this point forward, we will not make any changes to trainmen or engineers who have been activated other than to occasionally change them from working status to deadhead status.

BALANCING OF POOLS

As of 12:01 a.m. each Tuesday, UTU Local Chairmen will be provided a status report of trips made by Gainesville and Temple pool freight crews during the preceding 7 days (from the preceding Tuesday at 12:01 a.m.). The carrier will then be obligated to attain a trip balance of plus or minus four turns between Gainesville and Temple crews at any point in time between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day. If at any point during the 72-hour period from 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, the trips between the pools are balanced within four turns, then no adjustment will be made on the part of the carrier to balance said trips between the pools. A new balance cycle will not start until 12:01 a.m. on the fifteenth day, or 12:01 a.m. on every other Tuesday. If a balance within four turns between trips obtained by each pool cannot be reached at any point in time between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day of the cycle, the carrier will be obligated to balance the trips to the pool with the lesser number of trips obtained from the beginning of the balance cycle based on the imbalance as of 11:59 p.m. on the fourteenth day, within four (4) one-way trips.

If the trips balance within four turns at any point between 12:01 a.m. on the twelfth day of the balance cycle and 11:59 p.m. on the fourteenth day, but the trips as of 11:59 p.m. on the fourteenth day were not in balance, any imbalance will be carried over and the new cycle would start with this imbalance. If, however, the trips between the pools did not balance within four turns at any point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, the carrier will be obligated to make an adjustment to the extent that the imbalance exceeds four (4) one-way trips.

When carrier desires to change the starting day of the balancing cycle it will provide a minimum of 15 days advance written notice to the local chairmen, who will have the opportunity, within this notice period, to discuss the matter with the regional manager, or his representative, if they so desire. The carrier will not serve a notice to change the starting day of the balancing cycle more often than once every 90 days and will advise the reason therefor.

Question and Answer No. 1(a)

- Q. If the balance between pools were to be "4" at 11:00 p.m. on the eleventh day of balancing cycle and did not reach "4" at any point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, while ending up 8 one-way trips out of balance at 11:59 p.m. on the fourteenth day, what is the obligation of the carrier?
- A. The carrier would be obligated to balance the trips in favor of the pool with the lesser number of trips in the amount of 4 one-way trips (8 one-way trips out of balance - 4 one-way trips limit = 4 one-way trips). The new balance cycle will start with four one-way trips in favor of the pool with the greater number of trips.

Question and Answer No. 1(b)

- Q. When carrier is obligated to make the trip balance in Question 1(a) above, how shall it be accomplished?
- A. The carrier will call from the pool with the lesser number of one-way trips the required number of crews from the home terminal or the away-from-home terminal, or a combination thereof, to deadhead by 11:59 p.m. of the fourteenth day.

Question and Answer No. 1(c)

- Q. What is the penalty if the carrier fails to deadhead the number of pool freight crews required in Question 1(a)?
- A. The required number of crews that should have been called to deadhead by 11:59 p.m. of the fourteenth day (Question and Answer 1(b)) will, when going on duty after 11:59 p.m. of the fourteenth day be allowed a one-way working trip in addition to all other earnings on that trip.

Question and Answer No. 2

- Q. If the balance of trips between the pools were to be 10 out of balance on the seventh day of the balancing cycle, yet a 4 balance was reached at 9:00 p.m. on the twelfth day, while ending up 8 trips out of balance at 11:59 p.m. on the fourteenth day, what is the obligation of the carrier?
- A. The carrier would not be obligated to make any adjustments since a "4" balance was reached between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day.

Question and Answer No. 3

- Q. If at 11:59 p.m. on the fourteenth day, the balance was off by 7 one-way trips between the pools yet 3 crews were en route, what is the obligation of the carrier?
- A. Carrier would not be obligated to make any adjustments, since the three crews en route as of 11:59 p.m. on the fourteenth day will be counted as having completed their trip for purposes of trip balance, i.e., within four (4) one-way trips.

Question and Answer No. 4

- Q. Will pool freight crews who are on duty but have not departed as of 11:59 p.m. on the fourteenth day be counted in the trip balance?
- A. Crews who are on duty but have not departed at 11:59 p.m. on the fourteenth day will be counted in the trip tabulation between pools the same as those in Question 3.

Question and Answer No. 5

- Q. How will pool freight crews overtaken by the Hours of Service Law be treated with respect to the trip balance?
- A. A crew in ID service overtaken by the Hours of Service Law will be credited with the entire one-way trip. Likewise, any ID crew utilized to dog catch a crew en route will be credited with an entire one-way trip for trip balancing purposes. Other than this, there will be no count to the trip balance.

Question and Answer No. 6

- Q. What if an involuntary closure of mainline(s), for example, between Kansas City and Gainesville or between Temple and Houston occurs between 12:01 a.m. of the 8th day and 11:59 p.m. of the 14th day of the balancing cycle?

- A. If such a closure of mainline(s) occurs, the carrier will attempt to balance the trips at some point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day. However, if conditions were such that a trip balance of "4" cannot be obtained between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day as a result of this service interruption, the carrier will not be responsible for balancing trips between the pools for that particular cycle; however, the imbalance will be carried over to the next balancing cycle.

Question and Answer No. 7

- Q. If a trip balance of "4" is obtained on the twelfth or thirteenth day of the cycle, when does a new cycle begin?
- A. Regardless of when a "4" balance is reached between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, a new balance cycle begins at 12:01 a.m. on the fifteenth day, or every other Tuesday at 12:01 a.m.

Question and Answer No. 8

- Q. Will any trips incurred as a result of work/wreck trains be utilized for trip balancing purposes?
- A. No, only trips incurred in ID freight service will be included in trip balance.

LAYING OFF

Conductors and brakemen in interdivisional service will lay-off at home terminal, except in case of emergency, such as illness or injury, and will report at home terminal only.

HELD-AWAY-FROM HOME TERMINAL

Crews in interdivisional pool freight service held at their away-from-home terminal will be paid continuous time for all time held after expiration of sixteen hours from the time relieved from previous duty exclusive of any time resulting from any member of the crew calling for rest, at the rate paid for last service, until called for service or ordered to deadhead, in which case HAFHT time shall cease at the time pay begins for such service, or when deadheading, at the time the train departs on its road trip. If transportation other than train is used for deadheading, HAFHT time shall cease at the time of departure of the other mode of transportation.

NOTE: If a crew is called and released, held time will not be broken. However, there will be no duplicate payment for held time and time on duty.

TRADING TRAINS

Interdivisional crews will not be required to trade trains in opposite directions.

FORMAL INVESTIGATIONS

Applicable schedule rules will apply to pool freight conductors and brakemen required by Carrier to attend formal investigation; however, a conductor or brakeman in interdivisional service, who is ordered

by Carrier to appear for a formal investigation at a location other than his home terminal, will be compensated for deadhead in accordance with the October 31, 1985 UTU National Agreement when dismissed or suspended.

MEALS EN ROUTE

In order to expedite the movement of these interdivisional pool freight runs, the Carrier shall determine the conditions under which crews may stop to eat. When crews working or deadheading are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip, unless they qualify for payment under the meals en route agreement.

NOTE 1: Conductors protecting this service who do not stop to eat en route will be allowed \$1.50, unless time on duty exceeds 8 hours, in which event they will be allowed \$6.00.

NOTE 2: Brakemen working in intradivisional or interdivisional service on duty in excess of eight hours and not stopped to eat en route, will be allowed \$5.00, in lieu of \$1.50 provided for in the respective ID agreements, which allowance will not be subject to any wage increases or cost-of-living adjustments.

CALL AND RELEASE

When a crew in interdivisional pool freight service is called and released, after time of going on duty, but before road trip commences, such crew will be paid as provided in the Schedule, Awards or practices, and stand first out.

When a crew in interdivisional pool freight service is called and released before going on duty, they will be paid as provided in the Schedule, Awards or practices, and maintain their standing on the board.