

Form 2780 Std.

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

WESTERN LINES
NORTHERN AND SOUTHERN DIVISIONS

SCHEDULE GOVERNING

RATES OF PAY

AND

WORKING CONDITIONS

FOR

YARDMEN

Represented by

United Transportation Union

Effective June 1, 1968

Reprinted as of November 1, 1980 to reflect that set forth in
the preamble and to reflect basic rates effective July 1, 1980.

I N D E X

The Index appearing on the following pages is solely for the purpose of aiding in locating the various subjects and is not an interpretation of, or a part of, the individual rules.

CAPTIONS

Captions in this Agreement are for convenience and shall not affect any construction of interpretation of this Agreement.

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INTENT OF AGREEMENT

This reprint is intended solely for the purpose of making the Schedule of Rates, Rules, and Regulations current in order to include amendments and changes in Agreements subsequent to the last reprinting, and it is further understood nothing in this reprint will serve to change, modify, or cancel any Agreement or Understanding, National or otherwise, except those that are specifically changed in order to apply to Yardmen's Rules.

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY

WESTERN LINES - NORTHERN AND
SOUTHERN DIVISIONS

The Following Schedule of Pay, Rules and
Regulations Will Govern Yardmen Employed
By This Company

ARTICLE 1

Rates of Pay

(a)(1) Basic Rates Effective July 1, 1980:

Daily

Foreman	\$80.66
Pilot or Herder	80.66
Helper	76.46
Switchtender	72.06

The Basic Rates of Pay quoted herein do not include a \$4.16 Cost-of-Living-Allowance float which was in effect as of July 1, 1980.

(2) Arbitraries

Air hose Coupling Allowance	\$5.13
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(Includes Cost-of-Living Allowance effective 7-1-80.)

Service First 12-Months

*(b)(1) Employees entering service on and after the effective date of this Article shall be paid as follows for all service performed within the first twelve (12) calendar months of service when working in a capacity other than conductor (foreman), footboard yardmaster, yardmaster, car retarder operator or engineer:

(A) For the first twelve (12) calendar months of employment, new employees shall be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered, exclusive of arbitraries and/or special allowances which shall be paid at the full amount.

(B) Employees who have had an employment relationship with the carrier and are rehired will be paid at established rate after completion of a total of twelve (12) months' combined service.

ARTICLE 1 (Cont.)

ARTICLE 2

(C) Train service employees who transfer to the fireman craft will be paid at established rates after completion of a total of twelve (12) months' combined service, in both crafts.

(D) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the twelve (12) month period.

Preservation of Lower Rates

(2) Agreements which provide for training or entry rates that are lower than those provided for in Section 1 are preserved. If such agreements provide for payment at the lower rate for less than the first twelve (12) months of actual service, Section 1 of this Article will be applicable during any portion of that period in which such lower rate is not applicable.

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

ARTICLE 2

Seniority

(a) The seniority dates of all yardmen established prior to April 30, 1960, in their respective yards shall be retained.

District Seniority

(b) All yardmen except those employed in Paris, Silsbee and Beaumont Yards who had established seniority on the former Gulf, Colorado and Santa Fe Railway Company prior to April 30, 1960, have district seniority. The separate seniority districts are 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

Dual Seniority

(c) All yardmen with seniority date prior to April 30, 1960 in District Nos. 1, 2, 3 and Beaumont Yard (District No. 4), acquired a seniority date of May 1, 1960 as trainman on the seniority districts defined in Section (d). These yardmen have prior rights to yard service in all yards encompassed in their seniority district

over "prior rights trainmen" and also retain prior rights in yard service in the yard in which they held seniority prior to April 30, 1960. These yardmen are recognized and referred to as "prior rights yardmen."

(d) The seniority districts referred to in Section (c) hereof 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 includes Cleburne, Fort Worth, Dallas and Gainesville Yards.

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 includes Temple, Brownwood, Sweetwater and Somerville Yards.

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 Nos. 1 and 2 of the Conductors' and Trainmen's Agreement.

District No. 3 -- includes territory between Galveston, Houston and Bellville Yard and connecting branch lines for road service and Bellville Yard and Galveston yards.

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

District No. 5 -- includes territory north of Silsbee, i.e., Silsbee to Somerville, Silsbee to Longview and Silsbee to Oakdale, and Silsbee yard. These employees held common seniority in both road and yard service prior to May 1, 1960, and no change was made in their seniority status.

(e) Employees who established seniority after 12:01 AM, 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 4th and 5th Districts

(f)(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 AM, 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 on 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.

Application of Dual Road and Yard Seniority

(g)(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 the current

Trainmen's 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 above provisions will be governed by Article 2(B)(4) of the Yardmen's Agreement and Article 4(b)(4) of the Conductors' and Trainmen's Agreement, which is not being changed, and would not be required to remain thirty (30) calendar days in the craft or service to which transferred.

(From Letter Agreement dated August 4, 1970.)*

(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:

ARTICLE 2 (Cont.)

(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, a man 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. (See Appendix Nos. 1 and 2 of Conductors' and Trainmen's Agreement.)

(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 an junior yardman on the district, or any junior trainman in road service on the district.

(3) A dual rights employe 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.

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 employe 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 employe 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 five (5) days from date of release from his former service, unless on proper application he is permitted to be absent for a longer period. Failure to report within the five (5) day 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 men are to be placed on such boards. Dependent upon the requirements of the service, transfers may be deferred until replacements are available but no 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 Yardman and Conductor 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 (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.

(From Letter of Understanding dated July 27, 1979.)*

Preference of Work

(h) Yardmen's rights to preference of work in their respective yards will be governed by seniority in service.

Yardmen Accepting Official Positions

(i) Yardmen in actual service accepting official positions with the Company shall retain their seniority.

Retention of Seniority When
Working as Train Dispatcher

*(j)(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 therefor 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.

(From Agreement dated August 21, 1979.)*

Retention of Seniority
Employment of Firemen

#(k)(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.

(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.

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

ARTICLE 3

APPLICATION FOR EMPLOYMENT

Probationary Period

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

Omission or Falsification of Information

*(b) An employee who has been accepted for employment in accordance with paragraph (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.

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

ARTICLE 4

**Periodic Re-Examination on Operating Rules

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

IT IS AGREED:

- (a) The Carrier will determine the frequency of the program, i.e., annually, biennial, etc.
- (b) The program for each employee shall consist of a total of eight (8) hours.
- (c) The eight hours may be taken in one session or in two four (4) hour sessions. When taken in one day, there will be a break of not less than one hour between the four hour sessions.
- (d) The instruction and review classes shall consist of oral presentation and multiple choice examination.
- (e) Failure to satisfactorily pass the required examination on first attempt will necessitate a second attempt by the employee within a period not to exceed 30 calendar days from date of first failure, exclusive of any period he is on formal leave of absence or vacation. Written notification by the 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 (e).
- (f) 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.

NOTE: At the end of each calendar year, if requested by either party, a meeting will be held to review the provisions of Section (f) for the purpose of mutually agreeing to its continuance. Should the parties fail to reach a mutual understanding concerning its continuance, Section (f) will be removed from this Agreement.

- (g) If an employee does not comply with the time limits prescribed in Section (e) hereof, he will be considered as having failed the examination.
- (h) An employee, who earlier in the year was promoted to engineer, conductor or engine foreman, or has undergone an examination on the operating rules as required by other Company rules, will not be subject to this program in the same calendar year. An employee must, however, undergo and be credited with satisfactorily passing an examination for each calendar year for which classes are held.

(i) It will be the employee's responsibility to attend the instruction and review classes from February 1 through May 31st. No regularly scheduled classes will be held during the months of June, July and August. Those employees not attending classes voluntarily on or before May 31st will be instructed by the Carrier commencing September 1st to attend classes at a time designated by the Carrier. Employees will not be required to attend rules classes during their assigned vacation period. 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 allowance provided herein. When an employee satisfactorily passes the required examination, the employee will be compensated in the amount of \$50.00# subject to subsequent general wage increases. The base of \$50.00 will be frozen for the years 1977, 1978 and 1979.

*(** From Agreement dated December 14, 1976.)*

(# Effective July 1, 1980 \$74.41.)

(See Appendix No. 15.)

ARTICLE 5

Promotion

(a)(1) Yardmen or trainmen shall be given examination for promotion to engine foreman after completing 180 working days in yard and/or road service. Examination classes will be held quarterly, i.e., January, April, July and October of each year. If the Company should require additional foreman and no yardmen or trainmen working in yard service have completed the 180 working days, the required number will be given examination in the order of the number of days to their credit.

(2) Yardmen or trainmen will be notified ninety (90) days prior to the date of the promotion class. Yardmen or trainmen who fail to complete written examination, including corrections within sixty (60) calendar days following date of notification will be held out of service; no payment for time lost will be allowed for the time held out of service.

(3) Any employee being held out of service for failure to complete the written examination, including corrections, will be given an additional thirty (30) calendar days, consecutive to the original sixty (60) days, to complete the written examination. Failure to complete the written examination, including corrections within this 30-day period will result in automatic forfeiture of all road and yard seniority.

ARTICLE 5 (Cont.)

(4) The ninety (90) days' notification referred to herein shall stipulate the date the necessary material is available to the employees which date shall establish the beginning of the 60-day period within which to complete the written examination.

(5) An employee who can provide bona fide evidence of incapacitation during the 60-30 day provisions hereof will not be subject thereto but will, under those circumstances, be handled in accordance with Section (a)(1).

(b) Yardmen or trainmen who fail to pass their first examination shall forfeit all rights for promotion for a period of three (3) months, after which they will be given a second examination with the next class.

(c) Trainmen who have been promoted to conductor will not be required to write the Engine Foreman Examination Book, nor will they be required to work the 180 days in yard service, as outlined in Section (a), but will be required to complete sixty (60) working days in yard service as helper and take the final examination before being permitted to work as engine foreman.

(d) Trainmen working in yard service will be required to take examination for promotion to conductor in accordance with Article 5 of the Agreement, the same as if they were working in road service. Such trainmen shall be required to work ninety (90) days as freight trainmen before being placed in charge of a train as conductor, in accordance with Section (c) of Article 5 of the Conductors' and Trainmen's Agreement.

*(e) Trainmen failing to satisfactorily pass the required [conductor's] examination on second attempt will result in permanent loss of seniority as brakeman and the employee will thereafter be restricted to yard service. Such employee must, within thirty (30) days from date of second failure take examination for promotion to engine foreman, if he previously had not been promoted to engine foreman. Failing to satisfactorily pass examination for promotion to engine foreman, the employee will be scheduled for second attempt within thirty (30) days. Failing on second attempt will result in employee being suspended from service until satisfactorily passing the required examination, except those employees hired prior to June 15, 1978, will be permanently restricted to yard helper service. Attempts will not be less than 60 days or more than 90 days from date of last attempt. Failure to make an attempt within the period of time specified will result in automatic removal of employee's name from the seniority roster and termination of service.

(From Item 11 of Agreement dated May 24, 1978, see
Article 5 of Conductors' and Trainmen's Agreement.)*

(f) Consideration will be given to yardmen for promotion to yardmaster. Yardmen placed on a trainee yardmaster list will not be declared ineligible for service as yardmaster without first having been afforded an opportunity to qualify for the duties to be performed.

ARTICLE 6

Seniority Roster

(a) A consolidated seniority roster covering trainmen-yardmen shall be maintained for each of the seniority districts.

(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 of "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)(1) 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.

(2) The names of employees who have entered the service on and after August 1, 1967 on the combined Seniority Districts Nos. 4 and 5, will be shown following the "Prior Rights Trainmen" on Districts Nos. 4 and 5 in the order of their employment, with a common seniority date on both districts in road and yard service.

(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 trainmen-yardmen.

ARTICLE 7

Basic Day

- (a) Eight hours or less shall constitute a day's work.
- (b) Yardmen called for any trick shall be paid for eight hours, whether work is furnished for the entire time or not, except in cases of insubordination or illness, when they shall be paid only for the time worked.

ARTICLE 8

Starting Time

- (a)(1) Regularly assigned yard crews shall each have a fixed starting time, and the starting time of a crew will not be changed without at least 48 hours' advance notice.
- (2) Yardmen will be given at least 20 hours' advance notice when their assignment is to be abolished; except in case of washout, wreck, strike, or an act of providence, in which event yardmen will be given as much advance notice as possible that their assignment has been abolished.
- (b) Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 AM and 8:00 AM; the second, 2:30 PM and 4:00 PM; and the third, 10:30 PM and 12:00 Midnight.
- (c) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Section (b).
- (d) Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 AM and 10:00 AM and the second not later than 10:30 PM.
- (e) Where an independent assignment is worked regularly the starting time will be during one of the periods provided in Sections (b) or (d).
- (f) At points where only one yard crew is regularly employed, they can be started at any time, subject to Section (a).
- (g) Where mutually agreeable, on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above provided.

(h) Exceptions to starting time rules may be agreed upon by the management and general chairman to cover local service requirements.

(i) When a yardman is called for a yard trick but is unable to start at the regular starting time either because of having been called late or because of the operation of the Hours of Service Law, his time will be considered as starting at the regular starting time of the shift, but if he reports late through some fault of his own, or is called to relieve an employe after the latter has already started work on the shift, his time will start as of the time he actually reports.

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

(k) Starting time of shift governs date service is performed. For the purposes of this rule, a crew on a 12:00 Midnight - 8:00 AM shift will be considered as having performed service on the date previous to that on which the work terminated.

ARTICLE 9

Calling Yardmen

(a) All yardmen making written request will be called 1 hour 30 minutes before scheduled starting time or as near as possible thereto, it being understood yardmen living in excess of 2 miles from calling point will be called by telephone and are not subject to personal contact. When unable to contact a yardman for service by telephone, some responsible person will verify the call in writing, and the telephone operator will be contacted to verify that the telephone is in proper working order. Yardmen living beyond local calling areas will make special arrangements for being called. (See Appendix No. 1.)

Called and Released

(b) Extra yardmen reporting for duty after being called and not performing service will be allowed eight hours at the pro rata rate, plus air hose coupling allowance if paid to the crew on the job for which called, and if an extra employe, will be placed at the bottom of the extra board at the time released.

ARTICLE 10
ARTICLE 11
ARTICLE 12
ARTICLE 13

ARTICLE 10

Extra Service

When an extra yard engine is worked more than three (3) consecutive calendar days, it will be considered a regular assignment and bulletined on the following day in accordance with Article 27 and manned by the extra board during the posting period. During this posting period it will be subject to Article 8, Section (a)(2), (20-Hour Rule).

ARTICLE 11

On and Off-Duty Point

(a)(1) Yard crews shall have a designated point for going on and off duty, which shall be the same for an individual crew and time shall continue until designated off-duty point is reached, except in cases of insubordination or illness in which case payment will be made only for the time worked.

(2) The point for going on and off duty shall be named by division officers. Such designated points will be governed by local conditions and are not to be confined to any definite number of feet, but will indicate a definite and recognized location. (See Appendix No. 2.)

ARTICLE 12

Locker Rooms

Yardmen shall be provided with suitable locker room, equipped with electric drinking fountain, cooling, heating, lights, sufficient lockers, table, chairs, and conveniently located wash and toilet facilities. The locker room shall be kept in a sanitary condition by other than yardmen, but yardmen shall cooperate in maintaining such condition. (See Appendix 2.)

ARTICLE 13

Meal Periods

(a) The time for fixing the beginning of meal periods is to be calculated from the starting time of the crew to begin work as a unit.

(b) Yard crews will be allowed 20" lunch period to begin between 4'30" and 5'40" from the starting time the crew begins work on that shift, without deduction in pay. This applies to both the first and second lunch periods, the latter to be calculated from the completion time of the first lunch period.

(c) Yard crews will not be required to work longer than six hours without being allowed 20" for lunch, with no deduction in pay or time therefor.

(d) Yardmen required to double through two shifts will be allowed a reasonable time to eat before starting the second shift. Thereafter, their lunch period will be governed by the starting time of the crew with which they are working on the second tour of duty.

ARTICLE 14

Handling of Extra Yardmen

(a) Extra yardmen will be worked first in, first out. When two or more extra yardmen go off duty at the same time, or a yardman goes off duty early account Hours of Service Law and the trick he protected ties up with only eight hours on duty, they will be placed on the extra board in the order they stood when called.

(b) When two or more extra yardmen go off duty at the same time, or a yardman goes off duty early account Hours of Service Law and the trick he protected works overtime, he will be placed on the extra board in the order he stood with respect to extra yardmen protecting other assignments having the same starting time that tie up after completing only eight hours on duty.

Example: Yardmen "A", "B", "C", "D" and "E" are called to protect vacancies on three 8:00 AM assignments. Yardman "E" had previously protected 12:00 MN to 8:00 AM assignment. "A" protected Trick 1, "B" and "C" protected Trick 2, while "D" and "E" protected Trick 3, which is later compelled to work four hours overtime. "E" is released at 3:55 PM account Hours of Service Law, this vacancy being filled by calling another employee. Tricks 1 and 2 tie up after 8 hours on duty (4:00 PM). Extra yardmen will be returned to the board in the following order: "A", "B", "C", and "E". Yardman "D" will be placed on bottom of board after completion of overtime work.

(c) Under the same circumstances, if all three tricks tie up after completing eight hours on duty, yardmen will be returned to the extra board in the order they stood when called -- "A", "B", "C", "D", "E".

(d) When two or more extra yardmen are called to protect vacancies on different assignments having the same starting time, they will be given their choice of vacancies in the order of their positions on the extra board. After choice made, no change will be permitted for any reason. # When more than one extra yardman (includes regularly assigned yardman used off his regular assignment) protect helper vacancies on the same assignment, the senior yardman will have his choice of positions on such yard assignment.

(# Last sentence from Item 10 of Memorandum of Agreement dated April 9, 1976.)

(e)(1) If two extra board yardmen are called to go on duty at the same time, and it develops after reporting only one vacancy exists, the yardman who stood first out on the extra board at calling time will be released and returned immediately to the bottom of the extra board;

(2) If three extra board yardmen are called to go on duty at the same time and it develops after reporting only one vacancy exists, the two yardmen who stood first and second out on the extra board at calling time will be released and returned immediately to the bottom of the extra board in the order in which they stood at calling time.

*(f)(1) An extra yardman who lays off or misses a call will not be permitted to report for duty for a period of 12 hours from the time he laid off or missed a call; however, an extra yardman who is held off under these circumstances may be used in emergency as a yardman if no other extra or regular yardmen are available.

Exception: When an extra yardman who misses a call outside the starting time period as designed by the starting time rules or after the assignment has begun its tour of duty or because of disruption of telephone service at any time, he will retain his position on the extra board.

NOTE: Extra yardmen who miss a call and are placed in 12-hour hole will immediately be placed at the bottom of the extra board at the expiration of the 12-hour period. Should an extra yardman who missed a call lay off while still in the 12-hour hole, then a new 12-hour period will begin from the time he lays off.

*(2) A regularly assigned yardman who lays off will not be permitted to mark up for service for a period of less than twelve (12) hours from the time he laid off; it being understood that the regularly assigned yardman who is held off under these circumstances may be used in emergency as a yardman if no other yardmen are available.

(From Memorandum of Agreement dated November 1, 1976.)*

Separate Extra Boards

(g) Separate extra boards covering road service and yard service respectively will be maintained. Yardmen's extra boards will be maintained in each of the yards listed in Article 2(b) except at Somerville Yard it will be at the option of the Company. These road and yard extra boards will be regulated in accordance with applicable schedule rules.

Transfer to Extra Boards

(h) Except in the exercise of seniority, transfer to extra boards in the other class of service or between extra boards in the same class of service will be made only upon written application and will be made effective when additional men 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.

(i) 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.

ARTICLE 15

Regulation of Extra Board

(a) A weekly check of the yardmen's extra board will be made on Thursday of each week by the yardmaster and the Local Chairman of the United Transportation Union, or their representatives, at each point where an extra board is maintained, and if the average number of days worked by the yardmen on the extra board in the previous work week ending on Wednesday, is less than four days, the board will be reduced by the Carrier so that the employees who remain on the extra board will not have less than four days of work in the succeeding week, based on the number of days worked in the previous

week. In making the computation, a trick worked at time and one half will be counted as a straight-time day. Likewise, any days worked by regularly assigned employees, in lieu of extra employees, will be included in the computation of the days worked in extra service.

(b) The extra board will be increased or decreased at 10:00 AM on Thursday, the starting day of the extra yardmen's work week, except the extra board will be adjusted by mutual agreement between the local chairman and the yardmaster, or his representative, when more work is available than the employees assigned to the extra board can protect to avoid excessive doubling.

(c) When the extra board averages more than five days, the board will be increased to not less than an average of four days for the employees assigned thereon, based on the number of days worked in the previous week, ending with Wednesday.

(d) In the regulation of the extra board, neither the minimum of four days nor the maximum of five days is to be considered as a guarantee.

ARTICLE 16

Reduction in Force and Recall

(a)(1) Reduction in force will be made in seniority order beginning with the junior yardman on the extra board. Yardmen off in force reduction will be recalled to the extra board in seniority order, beginning with the senior employee, when their services are again required in either yard or road service.

*(2) Yardmen will be recalled in seniority order and 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 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 30-day period will run. Copy of recall notice will be furnished Local Chairman.

(From Letter Agreement dated July 27, 1979.)*

(3) Yardmen 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.

(4) Failure to report for duty within thirty (30) days from date of notification will result in forfeiture of their seniority. These provisions will be subject to Section (d) of this Article.

Handling of Trainmen and Yardmen Regulation of Extra Boards

(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 three days from the day they are cut off the extra board, unless they waive such displacement rights by filing written notice to that effect with the trainmaster within the three-day period 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.

(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 paragraph above will not be permitted to later displace junior employees during the time they are cut off, and they will remain off until such time as either extra board is again increased.

*(d) When one of the extra boards is increased at a time while extra employees are off in force reduction, they will be recalled to service in seniority order and placed on the extra board, unless such senior cut-off employees waive their rights to go to the other extra board by filing written notice within three days with the trainmaster of their desire to waive the service, in which latter event the junior employees will be forced to go to the extra board where their service is needed must report to the terminal where their services are needed within five (5) days from date notified, unless on proper application they are permitted to be absent for a longer period. Failure to report within the five (5) day period or to secure authority to be absent longer, will result in investigation and action in accordance with facts developed.

(From Letter Agreement dated July 27, 1979.)*

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) The handling in Sections (b), (c) and (d) will only apply to extra boards at other than the home terminal or place the employees are cut off; in other words, extra employees cut off either the yardmen's or trainmen's extra board at their home terminal and can hold a regular assignment or a place on the other extra board will be required to transfer to such service within three days. No yardmen or trainmen will be allowed to be off in force reduction when they can hold either a regular assignment in either yard or road service or a place on either the yardmen's or trainmen's extra board at their home terminal.

ARTICLE 17

Protection of Vacancies

Except as provided below, nothing in the District and Dual Seniority Agreements will be construed as giving a yardman, who holds a regular assignment or a place on the extra board in one of the yards listed in Article 2, the right to claim extra work in any of the other yards or in road service on his seniority district.

Protection of a Vacancy for Trainman

(a) 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.

(b) When such yardmen's extra board is exhausted, the vacancy shall be protected by calling, in seniority order, the senior available regularly assigned qualified yardman at the terminal where the vacancy occurs, who has filed written request with the yardmaster 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 yardmen have in written request to protect extra or relief road service, then the junior available regularly assigned qualified yardman will be required to protect the vacancy.

(c) 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.

Protection of a Vacancy for Yard Helper

(d) Extra or relief vacancies for yard helpers will be protected from the yardmen's extra board. When the yardmen's extra board is exhausted, regularly assigned qualified yardmen, who have filed written request with the yardmaster to protect extra or relief yard service, will be called in seniority order to protect the vacancy. If the senior regularly assigned qualified yardmen do not desire to protect the vacancy, then the junior regularly assigned qualified yardman having filed written request to protect extra or relief yard service will be required to protect the vacancy.

(e) Due to the limitations prescribed by the calling rule when canvassing yardmen as required under the provisions of this Agreement, a reasonable effort will be made to contact the individual, but personal contact will not be required. When unable to contact a yardman 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. (See Appendix No. 1.)

(f) In the event the vacancy cannot be protected from the extra board or by use of a regularly assigned yardman who has filed written request to protect extra or relief yard service, the vacancy will be protected by the yardman standing first out on the "Time-In" board and after completion of his tour of duty, will be placed to the bottom of the "Time-In" board.

NOTE: The "Time-In" board is the board extra yardmen are placed on after each completes five straight-time 8-hour shifts in the work week and the employees will be used on a first in, first out basis.

(g) If the vacancy cannot be filled as outlined above, it will be protected by the junior available yardman in the yard who has not filed written request to protect extra or relief yard service. Failing to fill the vacancy in this case, it will then be protected by the first-out available trainman on the trainmen's freight extra board if the vacancy occurs at a point where a trainmen's extra board is maintained. An extra board trainman used in yard service will be returned to the bottom of the trainmen's extra board upon completion of each yard trick worked.

*(1) It is understood an employee will not have any claim to a job if he has less than eight hours to work under the Hours of Service Law.

*(2) In filling vacancies in yard service after having exhausted the steps provided in the applicable Agreement rules, and when there is no available yardman at the point who has eight hours to work, the use of a dual rights brakeman will be without a claim from a yardman. If, however, the Carrier elects to use a yardman with less than eight hours to work, the employee shall receive eight hours at the time and one-half rate, regardless of the amount of time worked.

*(3) A regularly assigned yardman who has been used off of his assignment to fill another yardman vacancy and, therefore, cannot protect his assignment for the complete eight-hour period because of the Hours of Service Law, may, at the option of the Carrier:

- (a) perform no service on his own assignment and be allowed one basic day, or
- (b) be utilized on his assignment for the time remaining to work under the Law, and be paid eight hours.

A regularly assigned helper who has been used off of his assignment in accordance with the rules as a foreman, pilot or herder will not be subject to the payment provided in Paragraph 3 hereof.

(From Memorandum of Agreement dated May 23, 1978.)*

(h) When extra work in yard service cannot be protected as heretofore outlined, it will be protected from the yardmen's extra board on the same seniority district nearest to the point where the vacancy occurs, provided employees are available; if not, it will be protected by extra employees from the nearest yard on the same seniority district where employees are available.

(i) When a yardman is deadheaded from his home yard to another yard under the conditions described in the preceding section, he will be automatically released upon completion of his first tour of duty for return to his home yard.

ARTICLE 18

Deadheading

(a)(1) Deadheading or loss of time resulting from the exercise of interchangeable seniority rights by employees transferring from road to yard service, or from yard to road service, will be without expense to the Company.

(2) Yardmen deadheading in the exercise of seniority; deadheading from one point to another when recalled to service after having been cut off; and the time lost resulting from the exercise of seniority, will not be paid for.

(b)(1) Deadheading at request of Company from his home yard to any of the yards on the seniority district for yard service will be paid for on the basis of actual mileage deadheaded at yard rates, with a minimum of 100 miles if not used within 8 hours from time deadhead trip commenced.

(2) When returning to home yard, the extra yardman will be paid for deadheading on the basis of actual mileage deadheaded at yard rates and upon arrival he will report to the yardmaster or to the yardmaster's representative, and will be placed at the bottom of the extra board.

(c) Nothing herein shall change or abrogate the provisions contained in the existing Conductors' and Trainmen's Agreement concerning deadheading or payments for deadheading affecting employees in road service.

ARTICLE 19

Protection of Foreman Vacancies

(a) Vacancy for foreman of fifteen (15) days or less on regular assignments or on extra engines having the same starting time as regular assignments shall be protected by the senior qualified foreman desiring same who is working as helper on a crew having the same starting time. If senior qualified foremen do not desire the work, the junior qualified foreman having the same starting time shall protect the vacancy.

(b) In the event there is not a qualified foreman working as helper on a crew having the same starting time as outlined herein, the vacancy shall be protected by:

(1) Calling the first-out qualified foreman on the extra board;

(2) If there is not a qualified foreman available on the extra board, the vacancy shall be protected by the senior available qualified foreman who has filed written notice with the yardmaster of his desire to be used to protect extra or relief yard service;

(3) If the senior qualified available foremen do not desire the service, the junior qualified available foremen having in written request with the yardmaster to protect extra or relief yard service shall be used;

(4) Failing to fill the vacancy for foreman as outlined above, the junior available qualified foreman working as helper shall protect the service.

(c) When extra engines are started at other than the starting time of a regular assignment, the position of foreman shall be protected in accordance with Section (b) of this Article.

(d) Yardmen called under the provisions of Sections (a), (b) or (c) of this Article shall have the choice, in accordance with their seniority, of protecting the foreman's vacancy, the junior foreman being required to protect the vacancy.

(e) When a regularly assigned or extra yardman is called to fill a vacancy, his starting time shall be considered the same as the starting time of the assignment on which the vacancy exists, and his rights and obligations to work as foreman shall be in accordance with Section (d) of this Article.

(f) For the purpose of this rule the term "qualified foreman" shall apply to trainmen or yardmen working in yard service and holding certificate of qualification as foreman given them as of the date they passed the necessary examinations as foreman under the provisions of Article 5. Such "qualified foremen" shall have only one seniority date as yardmen, which shall be the date they have established under the provisions of Article 2.

ARTICLE 20

Yardmen Working as Yardmaster

(a) A yardman will not be permitted to perform service as a yardman on the same calendar day in which he has protected or will protect a known yardmaster's vacancy, or, on the off day of the yardmaster position he is protecting.

(b) When a yardman, who is holding a regular assignment, is assigned to a yardmaster's position for any reason, in accordance with Sections 1 or 3 of Article IV of the Yardmasters' Agreement effective July 1, 1966, the yard assignment he formerly held will be declared a permanent vacancy and bulletined in accordance with Article 27.

(c) The vacancy created on a regularly assigned yardman's position, who is protecting a vacancy under the provisions of Article IV, Section 2, of the Yardmasters' Agreement effective July 1, 1966, will not be considered a permanent vacancy during the five-day period. After this period, when the senior qualified yardmaster making application is assigned, if he is holding a regular yard assignment, the yard assignment he formerly held will be declared a permanent vacancy and bulletined in accordance with Article 27.

(d) A yardman released from a yardmaster position after being assigned in accordance with Sections 2 and 3, or losing the assignment which he secured under Section 1, Article IV of the Yardmasters' Agreement, will be entitled to exercise seniority over any junior trainman or yardman in road or yard service on his seniority division. Any yardman giving up a yardmaster's assignment of his own accord will only be allowed to displace the junior regularly assigned yardman, or go to the yardmen's extra board in his yard.

ARTICLE 21

Availability Under Hours of Service Law

(a) When a regularly assigned yardman after having protected other service, is available under the Hours of Service Law for the full period of his regular assignment and signifies a desire to protect his regular assignment but is not permitted to do so, he will be paid therefor at pro rata rate. If unable to protect his regular assignment because of having protected other service, he will not be compensated for time lost from his regular assignment. (See Article 17(g).)

(b) To be available to double over or to protect other service, a yardman must have sufficient time under the Hours of Service Law to protect the full assignment of such service (scheduled 8-hour tour of duty).

- Examples:
- (1) Regularly assigned yardman assigned 8:00 AM - 4:00 PM protects extra service 10:30 PM to 6:30 AM. Not available to protect 8:00 AM assignment.
 - (2) An extra yardman protects service 10:30 PM to 6:30 AM. Even though standing first out on the extra board, he would not be available to protect an 8:00 AM vacancy.
 - (3) It is anticipated a yardman working 8:00 AM to 4:00 PM is going to tie up on time. He accepts calls at 2:30 PM while on duty to double over. When returning to off-duty point, engine is blocked and crew ties up at 4:20 PM. Yardman is still available and will protect 4:00 PM assignment.
 - (4) Yardman works 8:00 AM - 4:15 PM. Not available to accept service 12:00 MN.
 - (5) A helper on an 8:00 AM assignment relieved at 2:00 PM account emergency illness. Yardman first out on extra board with prior service would be available to protect the vacancy at 2:00 PM provided he could complete the assignment (work until 4:00 PM) under the Hours of Service Law.

ARTICLE 22

Pilot or Herder Service

Pilot or herder service will be protected by:

(a) Engine foreman assigned to a regular crew who will place his engine on spot while the service is being performed, the helpers not being required to perform any yard service, except it will be permissible to move the engine for the purpose of picking up the foreman upon completion of the pilot or herder service, which will not be considered yard service.

(b) Calling of pilot or herder will not be governed by starting time rule. Such pilot or herder will not be permitted to work as a member of a regular yard crew, but may be required to line switches or pass signals to incoming trains or perform such other yard service as will not constitute working with a yard crew or result in displacement of any yard employee.

(c) Herders or pilots assigned as additional members of a regular crew, in which case the provisions of the Crew Consist Rule and the rule governing crews working shorthanded will not be applicable while this additional member is performing pilot or herder service. When a pilot or herder is assigned as an additional member to a crew, his starting time will be the same as the yard crew, but his release or off-duty time need not necessarily be the same as that of the members of the regular crew to which assigned.

(d) When it is anticipated the pilot or herder service will be required in excess of five days, the qualified engine foremen will be contacted in seniority order, and if none of the senior available foremen desire the work, the junior available qualified engine foreman working as helper will be assigned, the same as if he had made application for the position. This rule will not establish a guarantee for any prescribed number of days in the event the pilot or herder service is discontinued for any reason.

(e) Any yardman who is regularly assigned as a pilot or herder under the provisions of this Article, and loses his assignment through no fault of his own, including the discontinuance of the assignment for any reason, regardless of whether it has worked in excess of five days, will be permitted to exercise his seniority in accordance with Agreement Rules.

(f) Pilot or herder service for five days or less will be protected by the senior qualified engine foreman desiring same, and if none of the senior available foremen desire the work, the junior available qualified engine foreman will be required to protect the service.

ARTICLE 22 (Cont.)

ARTICLE 23

(g) To be available to protect pilot or herder service as referred to herein, an engine foreman must have sufficient time under the Hours of Service Law to protect the full assignment of such service.

(h) Pilot and herder service will be given to the senior available qualified yardman desiring same, but only pro rata rate will be allowed when such service is performed on the 6th and/or 7th day of his work week or when exercising seniority and/or changing from regular assignment to protect such vacancy or when returning to regular assignment. (See Article 17(g).)

NOTE: Yardmasters and assistant yardmasters will not be required or permitted to perform such work as the piloting of light engines and/or trains of empty passenger equipment wholly within switching limits, the setting out or picking up of cars, the making of couplings, the throwing of switches, or other work normally performed by yard crews.

(This Note reproduced from Letter Agreement of May 18, 1944.)

*(i) When necessary to fill a temporary vacancy on a regularly assigned pilot or herder position, it will be protected by the senior available qualified engine foreman desiring same, with the junior available qualified foreman required to protect the vacancy.

Should the pilot or herder position be vacant for fifteen (15) calendar days (vacation days not to be counted), it will be bulletined for assignment in accordance with Article 27 of the Yardmen's Agreement.

(From Memorandum of Agreement dated March 22, 1972.)*

ARTICLE 23

Self Propelled Machines

Section 1

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

(a) Road service (not applicable).

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

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

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 Veteran's 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.

ARTICLE 23 (Cont.)
ARTICLE 24
ARTICLE 25

Section 5

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

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

ARTICLE 24

Definition of Yardman

The term "yardman" or "yardmen" as used in this Agreement, is understood to mean foremen, helpers, switch tenders, herders and pilots.

ARTICLE 25

Duties Not Required of Yardmen

Yard crews will not be required to perform the following duties:

(a) Yard crews will not be required to make the so-called "engine to engine" deliveries in connection with making the interchange of cars between foreign yards, except in the handling of military trains.

(b) When one engine foreman relieves another, the engine foreman being relieved will turn over to the engine foreman relieving him, the switch list or lists furnished him, marked to show what work has been performed and furnish him with such additional information as may be necessary in connection with work being performed; however, the foreman being relieved will not issue instructions to the engine foreman relieving him.

(c) Engine foremen will not be required to prepare switch lists and Form 25 in the performance of their duties; however, engine foremen will record on switch lists, which will be furnished them by yard office forces, the following information:

(1) the time as of which cars listed thereon are placed at point of delivery,

- (2) information concerning cars picked up at non-joint industries, showing car initial, number, contents and time picked up, and,
- (3) time spent in switching non-joint industries or in non-joint territory.

ARTICLE 26

Consist of Crews

- (a) All yard crews shall consist of a foreman and not less than two helpers.

NOTE: (Exception) - Yard crews at Galveston shall consist of a foreman and three helpers when necessary to provide employment for "protected" yardmen who are unable to hold other regular assignments, exclusive of those electing to remain on the extra board of own accord.

(b) Yardmen in service on January 25, 1964, shall be regarded as "protected" yardmen and may not be separated from service unless and until retired, discharged for cause, or otherwise removed from service by natural attrition. (This will not prevent "protected" yardmen from being furloughed in force reduction after a third helper has been assigned to each yard engine assignment at Galveston.)

(c) Nothing contained in this Agreement shall prevent the foreman from acting as Yardmaster, should it be decided by the Superintendent that he can perform this service in connection with his other duties. When this is done, the foreman shall receive the pay of the position.

(d) This Agreement does not change currently effective agreements, rules, awards and practices relating to self-propelled machines.

(From Agreement dated April 25, 1969.)

ARTICLE 27

Posting Assignments

(a) All new positions, permanent vacancies, any position that has been vacant for fifteen (15) calendar days (vacation days not to be counted), change in the starting time of an engine, change

in the designated on or off-duty point, or a change in the assigned hours per day or days per week, in any of the yards listed in Article 2, will be bulletined for assignment.

Such bulletin will be posted to all yardmen in trainmen working in train and yard service on their respective seniority districts, at noon on the day of posting, for a 72-hour period and at the expiration thereof, the assignment will be made at 10:00 AM the following day to the senior qualified bidder making application in writing.

*(b) In the absence of an application from qualified foremen for assignment as foreman on a bulletined vacancy or new position, the junior qualified foreman not working as such, regular or extra, in the yard where the vacancy exists, will be assigned the same as if he made application for the position, but will be permitted upon written request to the yardmaster to relinquish same and exercise his seniority and/or take the extra board in the yard employed as soon as a junior foreman not working as such becomes available. After relinquishing the foreman's position, it will be posted in accordance with Section (a) of this Article.

(From Letter Agreement dated July 27, 1979.)*

(c) In the absence of an application for an assignment as helper on a bulletined vacancy or new position, the junior yardman on the extra board in the yard where the vacancy exists will be assigned the same as if he made application for the position, and will remain thereon until displaced or will be permitted upon written request to the yardmaster to relinquish same when a junior yardman becomes available on the extra board.

(d) The provisions of Article 29(d) requiring advance 72-hour notice will not be applicable to Sections (b) and (c) above.

(e) When there are a number of yard assignments to be posted for a period of 72 hours, under the provisions of this Article, the trainmaster and Local Chairman of the United Transportation Union may, by mutual agreement, list all vacancies on a schedule which will be made available to the yardmen in the yard where the vacancies exist, in seniority order, in lieu of preparing a separate bulletin for each vacancy. Any yardman who had an opportunity to designate his choice and failed to do so will have no further rights to the vacancies while under post.

(f) The fifteen (15) calendar days' period referred to in Section (a) of this Article will commence the first calendar day following the last date the regular man protected his regular assignment.

Example: A yardman holding a Monday through Friday assignment with rest days Saturday and Sunday, and lays off Monday prior to protection of his regular assignment, the fifteen (15) calendar day period would commence on the date of the last service on his regular assignment, in this case being Friday, making Saturday the first day regardless of whether he performed service on Saturday or Sunday or both days in extra or relief capacity. The assignment in this case would be bulletined at 12:00 Noon on the sixteenth day. Should the assignment be scheduled to work at any time prior to 12:00 Noon on the sixteenth day and the yardman was marked up for service on his assignment, he would be permitted to protect same and the assignment would not be bulletined.

(g) Yardmen who are successful applicants for new positions, that are to become effective on a specified date, will be allowed to protect their old assignments until the effective date of the new assignments.

Example: Bulletin is posted for a new 8:00 AM yard engine to be effective October 3rd. A yardman holding a 4:00 PM assignment is successful applicant, being notified October 2nd. He will be permitted to work his 4:00 PM assignment on October 2nd. This principle will also apply to yardmen holding third trick assignments. It is understood in all cases the applicant will be permitted to protect the new assignment provided he has sufficient time, under the Hours of Service Law, to protect the eight-hour assignment.

(h) In the assigning of trainmen-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; therefore, applications received from trainmen-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 yardman 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 used, it 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 employe 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-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 employe 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.

(i) 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 yardmen 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.

(j) 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 train-

men'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.

(k) Trainmen-yardmen 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 the O.K. or mark up for service.

(l) Under this rule an employe 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 employe was still absent.

(m) This rule will not permit an employe 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.

(n) When an assignment in yard service is abolished and bulletined as a new assignment, the employe(s) affected will not be allowed to displace on the new assignment provided they had access to the bulletin, but may make application for the new assignment if they so desire. Such employe(s) will be handled in accordance with Article 30, Section 11(b)(2) of the Five-Day Work Week Agreement.

ARTICLE 28

Assignments Open for Seniority Choice

(a) All regular and relief yard assignments will be declared vacant and open for seniority choice effective as of January 1, May 1, and September 1 of each year.

(b) As set forth in Article 30, Section 3(e), Five Day Work Week Agreement, representatives of the Carrier and of the Employes will cooperate to the fullest extent, in the application of this Agreement, in designating off days for crews or individuals when all regular and regular relief assignments are declared vacant and open for seniority choice or when a number of yard assignments are to be posted or assigned in accordance with Article 27(e).

(c) During the fifteen (15) day period immediately preceding these dates, yardmen will be required to designate their choice of assignments, to be indicated by personal signature on schedule of assignments, in the yard in which employed. This schedule will be made available to the yardmen in the respective yards in seniority order with the understanding that, if any employee fails to designate his choice when the schedule is first presented to him, but subsequently desires to make a choice prior to the close of the bulletin, his choice will then be limited to the positions still remaining open.

(d) Any yardman who had an opportunity to designate his choice prior to the close of the bulletin and failed to do so, will be placed on the extra board.

(e) Any yardman who is laying off or on vacation during all or part of the fifteen (15) day period will be permitted to designate his choice in accordance with his seniority when he makes himself available to place his personal signature on the schedule of assignments. If a yardman loses his original choice under these conditions, he will be entitled to another choice in accordance with his seniority. If this occurs after the assignments are made, he will be entitled to a displacement in accordance with his seniority.

NOTE: Any yardman laying off or on vacation during this fifteen (15) day period will not be contacted for the purpose of being advised he is the next senior yardman to place his personal signature on the schedule of assignments.

(f) Trainmen working in road service as trainman out of a terminal where yard service is maintained will be permitted to place his personal signature on the schedule of assignments in seniority order during the fifteen (15) day sign-up period, provided they notify the yardmaster in writing in sufficient time to permit signing up in their respective seniority order. Failure to make proper written request will result in the choice being limited to the positions still remaining open.

NOTE: When an employee voluntarily transfers from one service to another under the Dual Seniority Agreement he will be required to remain in the service to which transferred for 30 calendar days unless he is unable to hold the extra board or a regular assignment in the service to which transferred. In other words the requirement that an employee remain in the service to which he voluntarily transferred for 30 calendar days if able to hold the extra board or a regular assignment in such service will be applicable to Article 28(f) of the Yardmen's Agreement. (*See Appendix No. 7.*)

(g) Trainmen working in road service who make proper written request to the yardmaster to sign up and are presented the schedule of assignments in seniority order, will be awarded the assignment of their choice and will not subsequently be allowed to withdraw their request but will be required to protect such yard service.

(h) Trainmen working in road service as trainman who do not desire to sign up during the fifteen (15) day sign-up period and after all vacancies have been filled is displaced in road service after having been in road service thirty (30) days or more and elects to displace in yard service will be allowed to exercise his seniority over any junior helper or engine foreman in that yard and may protect such assignment until January 1, May 1, or September 1, as the case may be, at which time he will be required to mark up on the yardmen's extra board at that point.

(i) Trainmen working in road service who do not desire to sign up during the fifteen (15) day sign-up period, but later bids in an assignment in yard service, will be permitted to sign up on the schedule of assignments on the remaining vacancies at the time he entered yard service in accordance with his seniority in that yard. If no vacancies remain, then such trainman may protect the assignment bid in until January 1, May 1 or September 1, as the case may be, at which time he will be required to mark up on the yardmen's extra board at that point.

(j) Trainmen working in yard service and are presented the schedule of assignments in seniority order will be awarded the assignment of their choice, following which they will not be eligible, during the fifteen (15) day sign-up period, to make application for road service or service in another yard but must remain in yard service at the point where they made their choice and be available to protect the yard assignment of their choice.

ARTICLE 29

Yardmen -- Losing Assignment

*(a)(1) Any yardman 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 Rules, when applicable, and District and Dual Seniority Rules.

(2) The District and Dual Seniority Rules will govern in determining whether an employe is eligible to move from one craft to another (road to yard or vice versa) or from one yard to another yard under the 30-day clause.

(3) A yardman entitled to make a displacement must make written application for position on which he desires to displace within five (5) calendar days after losing his assignment through no fault of his own or forfeit his right to do so, following which he will be placed on the Yardmen's extra board. In calculating the five (5) calendar days, the date a yardman is displaced will not count as one (1) of the five (5) calendar days, with days off account on vacation not to be counted.

(4) A yardman will lose his displacement rights when assigned as the successful applicant to a bulletined vacancy prior to the expiration of the five (5) calendar days referred to in Section (3) above.

(From Letter Agreement dated March 23, 1970.)*

(b) A yardman exercising his seniority, as outlined in Section (a) of this Article, will notify the trainmaster or yardmaster 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 yardmen displaced will be permitted to exercise his seniority in accordance with Section (a) of this Article.

(c) When a yardman is notified by the trainmaster or yardmaster that he has been displaced, he may at that time make written request to the trainmaster or yardmaster jointly 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 trainmaster or yardmaster will not be required to furnish information by telephone as to position held by junior men.

Yardmen -- Giving Up Assignment

(d) An employee on a regular or regular relief assignment in yard service must give the yardmaster 72 hours' written advance notice before voluntarily giving up such assignment. Such employee can only displace the junior regularly assigned yardman in that yard or go to the extra board in that yard provided there is a junior man on the extra board at the time the 72-hour notice is filed and also at the time the individual giving up the regular assignment reports to the extra board following expiration of the 72-hour period. Such employee must remain on the regular assignment or the extra board in accordance with his choice for at least seven (7) calendar days except when displaced in exercise of seniority, force assigned under Article 27(b) and (c), or cut off in reduction of force.

*The yardmen's extra board will not be reduced when a yardman relinquishes his assignment and elects to go to such extra board and/or when the 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 will be maintained in accordance with the governing agreement.

(From Memorandum of Agreement dated April 9, 1976.)*

Yardmen Exercising Seniority

#(e) A 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 yardman who is being displaced will be used on the assignment until completion of that tour of duty.

(# From Memorandum of Agreement dated April 9, 1976.)

ARTICLE 30

Five-Day Work Week

(Article 3, Agreement "A")

This Agreement made this 25th day of May, 1951, by and between the participating carriers listed in Exhibits A, B, and C, attached hereto and hereby made a part hereof and represented by EASTERN, WESTERN and SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES, and the employees shown thereon and represented by the BROTHERHOOD OF RAILROAD TRAINMEN [now United Transportation Union], through their conference committee.

(Section 1(a) is from National Agreement dated October 4, 1955.)

Section 1(a). Effective December 1, 1955, each carrier, which has not theretofore done so, will establish for all classes or crafts of yard service employees covered by this Article, subject to the exceptions contained therein, a work week of forty hours consisting of five consecutive days of eight hours each with two days off in each seven, except as hereinafter provided. The foregoing work week rule is subject to all other provisions of this Article.

(b) Due to the necessity of changing existing assignments to conform to the reduced work week provided for in Section 1, the Carriers will, prior to the effective date, post notices or bulletins as required by schedule, bulletin rules or practices in effect.

(1) Railroads or portions thereof on which yard assignments are bulletined:

Listing the days off of regular assignments and advertising regular relief assignments.

(2) (Not applicable)

(3) The changes as enumerated above shall begin on the effective date of this Article, and employees may exercise seniority rights to select the assignment, or days off of their choice.

(4) After assignments as referred to in Section 1(b)(1) and Section 1(b)(2)(a) have been made, changes thereafter shall be made in accordance with schedule, bulletin rules or practices in effect.

Section 2. The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned employees shall mean a period of seven consecutive days starting with Thursday.*

(Changed to "Thursday," by Memorandum of Agreement effective October 1, 1966.)*

Section 3(a). When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men or unassigned employees.) Where regular relief assignments are established, they shall, except as otherwise provided in this Agreement, have five consecutive days of work, designated days of service, and definite

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

(b) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3(a), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employe or employes they are relieving, except that in a seniority district having more than one extra board such relief assignments as are established will be manned from the territory allotted to a particular extra board.

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

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

(e) Regular relief assignments for yard crews will be established for the crew as a unit, except in yards operating under strict seniority or mark-up rules. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties on a property desires, the designated days off need not be the same for individual members of a crew.

Representatives of the Carrier and of the Employes will cooperate in designating days off of individual members of a crew.

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

(f) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with

rules in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

Section 4. At points where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief employees, agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

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

Section 5. (Not applicable)

Section 6. Extra or unassigned employees may work any five days in a work week and their days off need not be consecutive.

Section 7. (Not applicable)

Section 8(1). Existing rules which relate to the payment of daily overtime for regular yardmen and practices thereunder are not changed hereby and shall be understood to apply to regular relief men, except that work performed by regular relief men on assignments which conform with the provisions of Section 3 shall be paid for at the straight-time rate.

Section 9. (Cancelled by National Agreement of December 16, 1953.)

Section 10. Existing weekly or monthly guarantees producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this Article shall be construed to create a guarantee where none now exists.

Section 11(a). All regular or regular relief assignments for yard service employees shall be for five (5) consecutive calendar days per week of not less than eight (8) consecutive hours per days, except as otherwise provided in this Article.

(b)(1) An employee on a regular or regular relief assignment in yard service who takes another regular or regular relief assignment in yard service, or selects another "days off" period on a strict seniority or mark-up board in yard service, will be permitted to go on the assignment or "days off" period of his choice, and will take the conditions of that assignment or "days off" period, but will not be permitted to work more than five (5) straight-time eight-hour shifts, as referred to in paragraph (d) of this Section, in the work week of the assignment or "days off" period which he had at the time he made his choice; provided, however, that if the foregoing would not permit such employee to work one or more days of the assignment of his choice, and if there is no extra man available who could be used to perform the work on those days, he may be used to work those days at the straight time rate.

(2) To avoid loss of time for men making seniority move from one regular or regular relief assignment in yard service to another regular or regular relief assignment in yard service, an employee on a regular or regular relief assignment in yard service who takes another regular or regular relief assignment in yard service will be permitted to go on the assignment of his choice and will take the conditions of his new assignment of his choice. Time worked in excess of five days as a result of this change of assignment will be paid for at the pro rata rate.

*(Section 11(b) changed to 11(b)(1), and 11(b)(2) added
by Agreement effective June 1, 1968.)*

(c)(1) An employee on a regular or regular relief assignment who voluntarily goes on a yard extra board will take the conditions attached to that extra board, but will not be permitted to work more than five straight-time eight-hour shifts in the work week starting with the Thursday in which the change is made.

(2) An employee on a regular or regular relief assignment who goes on a yard extra board as a result of displacement, will take the conditions attached to that extra board. Any straight-time days worked in excess of five in the period beginning with the start of the work week he held at the time he made the change and continuing through his first work week as an extra board employee, shall be paid for at straight-time rate.

(3) An employee on a yard extra board who is assigned and takes a regular or regular relief assignment in yard service, will be permitted to go on the assignment of his choice and will take the conditions of that assignment. Any straight-time days worked in excess of five in the period beginning with the start of the work week he held at the time he made the change and continuing through the first work week of the assignment of his choice, shall be paid for at straight-time rate.

(d) Except as provided in Paragraphs (b) and (c) of this Section, employees, regular or extra, will not be permitted to work more than five straight time eight-hour shifts in yard service (excluding the exceptions from the computations provided for in Article 31(a)(2) and (3) (Overtime Rule) in a work week, unless the extra board has been exhausted and the exigencies of the service require the use of additional men, in which event senior available employees in the class in which the vacancy occurs shall be used in accordance with applicable rules or practices in effect on individual properties.

Section 12(a). Where reference is made in this Article to the term "yard service" it shall be understood to have reference to service performed by employees governed by yard rules and yard conditions.

(b) Section 3(e) and Section 5 of this Article shall not apply to:

Car Retarder Operators

Hump Motor Car Operators (Chauffeurs)

Levermen

Switchtenders (sometimes classified as Switchmen)

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

Section 13. Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards, the operation of working lists or "mark-up-boards", etc., shall be changed or eliminated to conform to the provisions of this Article in order to implement the operation of the reduced work week on a straight-time basis.

Section 14. The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this Agreement, and the officer designated by the Carrier, may enter into additional written understandings to implement the purposes of this Article, provided that such understandings shall not be inconsistent with this Article.

Assigning Regular Relief Assignments

Five Days

When regular relief positions, which includes relief crews and individual relief positions or any combination thereof, can be assigned under the Five Day Work Week Agreement with not less than eight hours off duty between shifts, such assignments will be made in preference to providing relief from the extra board.

ARTICLE 31

Overtime Rule

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

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

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

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

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

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

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

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

(6) Regularly assigned yardmen, when required to work a second shift within a twenty-four hour period calculated from their regularly assigned starting time will be paid time and one-half for such second shift.

(b) Work performed by regular relief employes on assignments which conform with the provisions of Article 30, Section 8(1) shall be paid for at the straight-time rate.

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

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

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

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

(e) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight-time rate for work referred to in Paragraph (c) of this Section, be utilized in computing the five straight-time eight-hour shifts referred to in

such Paragraph (c) of this Section, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime. Existing rules or practices regarding the basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., also for calls, basic day, transfer time, standby time, and compensation therefor, preparatory time, starting time and similar rules are not affected by the provisions of this Article.

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

ARTICLE 32

Work Trains

(a) Yardmen will protect work trains operating exclusively within switching limits. 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 train service both inside and outside of switching limits.

(b) Yard crews required to perform work train service for short periods in addition to work in yard service will be allowed extra compensation therefor, at pro rata rate for the actual time consumed in work train service, with a minimum of two hours, this to be in addition to their regular yard pay and without any deduction therefrom for the time consumed in work train service.

(c) The switching and spotting of work equipment or cars loaded with company material or to be loaded with company material does not constitute work train service.

(d) When a yard engine remains coupled to or stands by while work equipment is performing work service, or cars loaded with company material, or to be loaded with company material, are being unloaded or loaded, including the unloading of bedding sand, work train service has been performed. Exception: Unloading of gasoline into storage tanks.

NOTE: It is understood the words "company material" as referred to herein pertain exclusively to material being spread upon the right-of-way or unloaded for the specific purpose of construction and/or maintenance work.

(e) When work train service is performed, if only the work equipment or cars involved in such work train service are handled, time will begin when engine starts movement with such work equipment or cars in a yard track, and will end when such work equipment or cars are left in a yard track after the service is performed. If other cars are handled in conjunction with the work equipment or cars in the work train service, the time will start when actual work train movement or operations begin and will end--(1) when work equipment is left in yard track after the service is performed; or, (2) when crew again starts handling cars not involved in work train service.

Example (1): A yard crew going on duty 8:00 AM unloads screenings 10:00 AM to 11:00 AM, released 4:00 PM; allowed minimum of two hours (25 miles) at pro rata rate, in addition to minimum day at yard rate.

Example (2): A yard crew going on duty 8:00 AM unloads screenings 1:00 PM to 3:30 PM, released 4:00 PM; allowed two and one-half hours (31 miles) at pro rata rate, in addition to minimum day at yard rate.

Example (3): A yard crew going on duty 8:00 AM unloads screenings 3:00 PM to 4:40 PM; allowed minimum of two hours (25 miles) at pro rata rate, in addition to 8'40" at yard rate.

ARTICLE 33

Arbitraries and Special Allowances

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

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

(c) When yard crews are instructed by proper authority (trainmaster or yardmaster or their representatives) to push or help road trains in yards, each member of such yard crew will be allowed one hour at one-eighth of their daily rate in addition to other time earned on that date.

(d) Yardmen filling out accident reports during their eight-hour assignment will receive no additional compensation; however, when instructed by proper authority to remain on duty, after completion of the eight-hour assignment, payment will be on a minute basis for the actual time spent in filling out the accident reports at the overtime rate.

ARTICLE 34

Coupling Hose, Chaining Cars, Air Test

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

(b) When yardmen are required to couple and/or uncouple air hose subject to the exceptions listed below, and/or make a car-to-car air test, each member of the ground crew will be paid an allowance of \$5.13* regardless of which member or members of the crew performs the work; this allowance to be paid only once to a crew in the event the work is performed on more than one occasion during the day's work. The exceptions under which this allowance is not applicable and will not be paid are when yardmen are required to couple or uncouple air hose as follows:

- (1) between engine and train
- (2) between caboose and train

(Includes 26¢ COLA effective July 1, 1980.)*

(3) between engine and caboose

(4) between cars when cutting or coupling up at crossings.

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

(d) Yardmen will not be required to couple and/or uncouple air hose for other yard crews and they will not be required to couple and/or uncouple air hose for road crews in any manner.

ARTICLE 35

Student Instructor

(a) In connection with training new hires prior to establishing seniority, the Carrier will utilize an employee working as a yardman when it is desired to provide a student instructor to give on-the-ground instructions in the yard, giving considering in seniority order.

(b) Carrier will retain the right to use anyone it desires to serve as instructor in the classroom portion of a training program.

(c) A yardman serving as student instructor will be paid at the rate of \$70.58 per day, subject to future wage adjustments, to cover all services rendered as instructor.

(d) Should the student instructor be required to perform service as such for six (6) consecutive calendar days, the sixth day shall be paid at time and one-half rate.

(e) The instructor will be guaranteed not less than what would have been earned on the employee's yard assignment, regular or extra board. The determination as to whether any make up allowance is due, will be on the basis of the entire time spent, calendar days, attributed to the training program and not on a day-to-day basis.

(From Memorandum of Agreement dated May 23, 1978.)

ARTICLE 36

Bereavement Leave

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

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

ARTICLE 37

Attending Court or Serving on a Jury

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

(1) Yardmen regularly assigned will receive what they would have earned had they remained on their assignment; and, if held on rest days, will receive a minimum day's pay for each day so held.

(2) Yardmen assigned to the yardmen's extra board will be allowed the earnings of the yardman filling the vacancy that they would have filled, had they been permitted to remain on the extra board, with a minimum allowance of one (1) basic day for each day so held.

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

(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.

ARTICLE 37 (Cont.)

ARTICLE 38

ARTICLE 39

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

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

(From Article V, UTU National Agreement dated January 27, 1972,
as amended by Article V of UTU National Agreement dated August 25, 1978.)*

ARTICLE 38

Personal Records

(a) The record of a yardman is to be correctly kept in the division Superintendent's offices and all charges against the record of a yardman must be correctly noted thereon and will be open to the inspection of the officers of the Company and the yardman affected only, unless authority is given by such yardman in writing. Yardmen shall be notified of any charges against their record. No discipline will be charged against a yardman's record until after first giving him a proper investigation, or unless he has in writing waived the right for investigation and agreed to the charges against his record. In case investigations are held, yardmen shall inquire the result of same, which upon being given them, and also when they agree to waive investigations, agreeing to accept charges against their records, will be considered as proper notice.

Employee Information

#(b) 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 can not meet the 30-day requirement, the matter will be worked out with the General Chairman.

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

ARTICLE 39

Investigations

(a)(1) A yardman 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) A yardman 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) A yardman 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 a yardman 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.

(From Memorandum of Agreement dated November 10, 1977.)*

(c)(1) Prior to the investigation the yardman or yardmen involved will be notified in writing 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 yardmen will be given by the Company's officers.

(2) If the final decision decrees that charges against the yardman or yardmen 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 yardman, 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 yardman, his representative or material witness is able to attend the investigation.

(e)(1) Unless otherwise agreed to, all yardmen 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 yardman will be entitled to be represented by his duly authorized General or Local Chairman of the United Transportation Union 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 yardmen.

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

* (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.

*(k)(1) 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.

(2) 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.

(3) 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.

(4) If there is a failure to comply with the time limit provisions 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.

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

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

(l) If the final decision decrees that charges against the yardman were not sustained, the record shall be cleared of the charge; if the final decision decrees that the yardman was unjustly

dismissed after the investigation, he shall be reinstated and paid for all time lost.

(m)(1) No yardman dismissed from the service will be reinstated after being out of service six months from date of dismissal unless such action is concurred in by the General Chairman of the United Transportation Union; *but when Yardmen discharged from service are subsequently reinstated they 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) Yardmen 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 Stay Home Rule.

(From Letter of Understanding dated August 20, 1976.)*

(# Revised by Letter Agreement dated July 27, 1979.)

(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 caboose or turn becomes first out and is due to depart while they are not available, the caboose or 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 caboose or turn becomes first out and is due to depart while they are not available, the caboose or turn will be run in its turn with extra men replacing those held for the investigation; the latter to await return of the caboose or turn and lost earnings shall be the earnings of the extra men used in their stead.

(D) Extra conductors, trainmen and yardmen 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 helper rates for yardmen, 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) Employees eligible for emergency service in higher grades shall not be available therefor while attending investigations or awaiting return of their caboose or turn, and lost earnings shall be calculated solely as provided herein.

*(o) Yardmen who attend investigations at the request of the Company and not disciplined and who suffer no loss of 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.

(From Memorandum of Agreement dated November 10, 1977.)*

ARTICLE 40

Laying Off

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

(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 employe's behalf within the following ten day period, to avoid being subject to absence without leave, indicating the inability of the employe to perform his normal duties in which case no formal leave of absence will be required to cover the period of time contained in the doctor's recommendation. An employe confined to a hospital will not need such recommendation to cover this period of confinement, but after release from the hospital will present either a recommendation indicating ability to return to unrestricted service or provide in his behalf a recommendation from his attending physician to remain off duty for an approximate period of time, which period need not be covered by formal leave of absence, but must be presented in his behalf within the period specified.

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

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

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

(# From Memorandum of Agreement dated November 10, 1977 as amended by Letter dated July 26, 1978.)

ARTICLE 41

Leave of Absence

(a) 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 yardman leave of absence and extend such leave until yardman is released by the doctor.

(b)(1) Yardmen engaged in United Transportation Union committee or legislative work including Local, General or International 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 yardmen 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 employe.

Leaving the Service of the Company

(c) When yardmen leave the service of the Company of their own accord, they will not be reinstated.

(d) When yardmen 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.

ARTICLE 42

Physical Re-Examination

In the event 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 man is disqualified, their decision is final; if they agree the man is disqualified, 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 the 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:

(1) 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:

(A) FOR VISION AND COLOR PERCEPTION.

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

(B) FOR HEARING.

The field test shall demonstrate ability to hear ordinary conversations, air whistle signals, torpedoes and other audible signals, under service conditions. The response to each

test shall be as prompt as actual service conditions necessitate, and the tests may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.

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

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

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

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

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

(A) all time lost, or

(B) necessary actual miles of travel at the passenger rate, and he shall be reimbursed for necessary expenses incurred on his account only, until return. Convenient available passenger train service will be used, unless upon request Carrier authorizes another mode of travel. Allowance will not be made for more time lost and expenses incurred than are necessary for the travel period, completion of the examination and expeditious return to his terminal or point of residence.

(d) An employe who is off duty for a period of thirty (30) or more days on account of a serious medical deficiency which could lead to his restriction or disqualification should give Carrier as much advance notice, in writing, as reasonably possible of date of intended return to service. If he attempts to resume service without at least five days such advance notice, the Carrier, at its

discretion, will have five days to accomplish a medical evaluation, during which time no payment will be made for time lost, but he will be paid for necessary actual miles of travel and expenses as outlined in Section (c)(2) hereof.

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

*When instructed by the Carrier to undergo a medical examination at the home terminal of his assignment or at his point of residence, the employe will make a reasonable effort to obtain the medical examination without loss of time. If, in his opinion, he is unable to do so, such advice must be furnished to his appropriate supervisor in order to permit the Carrier to arrange for scheduling such examination which will be a requirement in order to receive pay under this rule for all time lost (if any). After the scheduling of the examination, if an employe is displaced from or bids off his assignment, he must notify the Carrier at least 24 hours in advance of his appointment in order to permit rescheduling of the examination to avoid loss of time.

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

(f) A furloughed employe recalled for service and required to undergo medical evaluation prior to resumption of service is not covered by the provisions of this Agreement.

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 43

Wearing Eyeglasses While on Duty

(a) Employes will be required to wear glasses while on duty and working, and will have the option of wearing any type or pair of glasses of their choosing so long as the glasses worn meet the Carrier's medical visual requirements in the employe's particular case.

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

ARTICLE 43 (Cont.)

ARTICLE 44

(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 in behalf of any employee other than specifically set forth in Items 3, 4, 5 and 6, hereof.

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

ARTICLE 44

Health and Welfare

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

ARTICLE 45

Time Limit on Claims

In accordance with principles established in Section 4-(C)--Time Limit on Claims--of Agreement dated at Chicago, Illinois, December 12, 1947 between the Carrier's Conference Committees and the employees represented by the Order of Railway Conductors and Brotherhood of Railroad Trainmen, it is agreed that claims for compensation growing out of agreements between the parties hereto shall be handled as follows:

(a)(1) All claims must be presented in writing by or on behalf of the employe 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.

Special Claims Receipted for Locally

* (2) Penalty time claims may be receipted for locally. If not receipted for locally, the date received by # Timekeeping and Payroll Accounting will be controlling.

(* *From Letter Agreement dated February 1, 1978.*)

(# *See Letter 1-08-80 Changing Centralized
TimekeepingBureau to Timekeeping and Payroll
Accounting.*)

(3) Should any such claim be disallowed, the Carrier shall, within sixty days from the date same is filed notify the employe 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.

(b) The designated carrier representative authorized to receive claims or grievances under Paragraph (a) hereof will set forth the reason for declining any claim.

**(c)(1) 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.

(2) 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.

(3) 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 employes as to other similar claims.

(4) 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.

*(** From Memorandum of Agreement dated April 22, 1977.)*

NOTE: Upon notification from the General Chairman to the highest officer that a particular claim is being handled under appeal procedure of the Organization, the above ninety (90) day time limit with respect only to such specific claims shall be extended an additional ninety (90) days.

(d) 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 on the property or proceedings for the final disposition of the claim are instituted by the employe or his duly authorized representative and such officer is so notified. It is understood, however, that the parties may by agreement in any particular case extend the one year period herein referred to.

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

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

(e) 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.

(f) 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.

Dispute as to Amount of
Time to be Allowed

(g)(1) 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.

(2) When employee obtains his check 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.

*(3) 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.

(From Memorandum of Agreement dated December 28, 1971.)*

(h) 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 39.

ARTICLE 46

Conferences

Conferences between representatives of the United Transportation Union and the 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 47

Use of Electric Hand Lanterns

(a) The railroad will permit the use of white electric hand lanterns by trainmen and yardmen.

(b) Trainmen and yardmen 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 trainmen and yardmen by depositing cash therefor or by signing a deduction order for the amount to be deducted from their pay checks on the current payroll.

(d) When a trainman or yardman 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 trainman and yardman must provide himself with an electric white lantern, meeting the specifications set out in Section (g).

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

(j) The railroad will continue to use oil burning lanterns with red globes for flagging, but will continue effort to have developed an electric red lantern that will be satisfactory for such service, and if and when one is developed, the party of the first part will then enter into further negotiations with the party of the second part representing trainmen and yardmen, with respect to its adoption for flagging service. When such lanterns are adopted for flagging service, they will be furnished by the railroad without expense to trainmen and yardmen.

(Amended by Letter Agreement dated May 26, 1972.)

ARTICLE 48

* Use of Communication Systems

(a) It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employees covered by this Agreement. Existing rules to the contrary are hereby eliminated.

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

(c) Portable radios hereafter purchased for the use of and carried by ground service employees in yard and transfer service will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Portable radios used by ground service employees in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.

(d) The size and weight of portable radios used by ground service employees in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three pounds.

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

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

(From Article VIII of UTU Agreement dated January 27, 1972.)*

ARTICLE 49

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 will 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.

(4) Road crews may continue to perform any yard service now permitted, without additional payments, if such payments are not now required.

(5) At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this Agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.

(6) No change in work permitted or compensation paid to combination assignments, such as mine run, tabulated assignments, etc.

(7) Switching service in yards by road crews when yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to Section 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.

(8) If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under Section 7 hereof.

(9) Initial and final terminal delay rules shall not be disturbed by this Agreement except that when road crews perform yard service for which they are compensated under the provisions of Section 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.

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

(11) Every 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.

(Article V of National Agreement of June 25, 1964.)

* Road-Yard Movements

(b)(1) Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc: one straight pick up at another location in the initial terminal (in addition to picking up train) and one straight set out at another location in the final terminal (in addition to yarding the train); one straight pick up and/or set out at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house including all units coupled to the operating unit (units); pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars provided, however, that where it is necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity; and exchange engine of its own train.

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

(* From Article IX of UTU January 27, 1972 National Agreement as amended by Article X of UTU National Agreement dated August 25, 1978.)

Combination Road-Yard Service Zones

(c)(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 specific service outside of switching limits under the following conditions:

(A) Road-Yard Service Zones for industrial switching purposes are limited to a distance not to exceed ten (10) miles, or the entrance switch to the last industry, whichever is the lesser. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.

(B) Within Road-Yard Service Zones, yard crews may be used only to meet customer service requirements for the delivery, switching, or pick up of cars which are not available or ready for handling by the road crew or crews normally performing the service or which are required to be expedited for movement into the yard before arrival of said road crew or crews. Yard crews may be used to perform such service without any additional compensation and without penalty payments to road crews.

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

(C) The use of yard crews in Road-Yard Service Zones established under this Article may not be used to reduce or eliminate road crew assignments working within such zones.

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

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

(A) Road-Yard Service Zones for purposes of this Section 2 are limited to a distance not to exceed fifteen (15) miles for the purpose of handling disabled trains or trains tied up under the Hours of Service Act. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.

(B) Within Road-Yard Service Zones, yard crews may be used to handle disabled road trains or those tied up under the Hours of Service Act outside their final terminal without penalty to road crews. For such service yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits.

(C) Nothing in this Section 2 is intended to impose restrictions with respect to handling disabled road trains or those tied up under the Hours of Service Act beyond the 15 mile road-yard service zones, established under this section where restrictions did not exist prior to the date of this agreement.

(D) This Section 2 shall become effective unless a carrier elects to preserve existing rules or practices by notifying the authorized employee representatives within fifteen (15) days after the date of this agreement.

(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.

(# From Article XI of UTU National Agreement dated August 25, 1978.)

ARTICLE 50

Protection of Employees

The scope and purpose of this Article 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 57(b) and (c) - Interchange* and *Article 49(b) - Road-Yard Movements*; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this Article.

(a) Definitions.

Wherever used in this Article, unless the context requires otherwise:

(1) "Implementation" means the application and implementation of the provisions of *Article 57(b) and (c) - Interchange* and *Article 49(b) - Road-Yard Movements* of this Agreement.

(2) "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.

(3) "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.

(4) "Protective Period" for employees covered by *Section (b)(1)* 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 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 for a one-for-one basis.

(5) "Protective Period" for employees covered by *Article (b)(2)* 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.

(b) Coverage.

(1) Subject to the other provisions of this Article, the protective benefits of *Sections (c), (d), (e) and (f)* of this Article apply to:

(A) Employees adversely affected directly or indirectly by an Implementation of Article XII -Interdivisional Service (*of the January 27, 1972 National UTU Agreement*).

(B) Regularly assigned employees assigned to yard crews that regularly spend more than 50 percent of their time in interchange work who are adversely affected as a result of an Implementation of the reciprocal interchange provisions of Section 5 of Article VII - Interchange. (Such employees will be determined by a joint check based upon the work performance of the involved yard crews for the 30 working days prior to the Implementation.)

(C) Regularly assigned employees assigned to interchange or transfer crews adversely affected by the interchange of solid trains provision under *Section (b)(3) of Article 57 -Interchange*.

(D) Employees of Terminal Companies adversely affected either directly or indirectly by the interchange of solid trains provision under *Section (c) of Article 57 - Interchange*.

(2) Subject to the other provisions of this Article, the protective benefits provided in *Sections (d) and (e)* of this Article will be accorded to any employee of the carrier adversely affected by *Article 57 - Interchange*, other than those covered by *subparagraphs (B) and (C) of Section (b)(1)* of this Article 50, or *Article 49(b) - Road-Yard Movements*.

(3) 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 (1)(D)* of this *Section (b)* and the foregoing.

(c) Displacement Allowance.

(1) 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.

(2) 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 in which he performed service.

(3). 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.

(4) 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.

(5) 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.

(d) Dismissal Allowances.

(1) A Dismissed Employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during 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 in which he performed service.

(2) 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.

(3) 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 unemployment 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.

(4) 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.

(e) 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.

(f) 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.

(g) Seasonal Fluctuations and Declines in Business.

(1) 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.

(2) 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.

(3) 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 protection benefits under this Article.

(h) Arbitration of Disputes.

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

(2) 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.

(3) 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.

(4) 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.

(i) Any Displaced Employee required to change his residence because of the Implementation of Article XII [*of the January 27, 1972 National UTU Agreement*] -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.

(j) 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 of UTU National Agreement dated January 27, 1972.)

ARTICLE 51

Not Required to Work Shorthanded

Crews will not be required to work shorthanded, except where there is no employee available, and in the event they work shorthanded, it is understood that they shall only do so until such time as an employee can be secured. (Except as provided for in Sections (a) and (c) of Article 22.)

ARTICLE 52

Instructions to Yardmen

All instructions to helpers shall be given by their foreman, and all instructions to the foreman by the yardmaster where employed.

ARTICLE 53
ARTICLE 54
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ARTICLE 57

ARTICLE 53

Shop Yard Engines

Yardmen who are assigned to and operate shop yard engines will be paid the yard rates and operated under the yard service rules.

ARTICLE 54

Restricted Areas

Mechanical Department facilities, roundhouse trackage, Store Department facilities, etc., will be classified as restricted areas which will be defined in writing by local official and local representative. Movements made within such areas will be handled in accordance with governing rules.

ARTICLE 55

Crew Board

A crew board shall be kept in each yard office where yardmen are employed, upon which information pertaining to assigned crews and extra employees shall be marked. The board shall be marked up currently during a 24-hour period. (*See Appendix No. 2.*)

ARTICLE 56

Watch Requirements - Yard Helpers

Yard helpers on yard engines are not required to provide themselves with watches except to be available for road service or as engine foremen.

ARTICLE 57

Designated Interchange Tracks

(a) 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.

Designation of Additional Interchange Tracks

*(b)(1) At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

(From Section 3 of Article VII, UTU National Agreement dated January 27, 1972.)*

Handling of Interchange Movements

#(2) If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

#(3) Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

Work equities between carriers previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.

(# From Sections 4 and 5 of Article VII, UTU National Agreement dated January 27, 1972.)

Interchange of Over-the-Road Trains

** (c)(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.

ARTICLE 57 (Cont.)

ARTICLE 58

ARTICLE 59

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

*(** From Sections (1) and (2) of Article VII, UTU National Agreement dated January 27, 1972.)*

#(d) The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this Agreement.

(# From Section 6 of Article VII, UTU National Agreement dated January 27, 1972 applicable to Paragraphs (b) and (c) hereof.)

ARTICLE 58

Condition - 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 59

Expenses Away From Home

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

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

*(b) When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section (a) of this Article) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$2.75; if held an additional 8 hours a second \$2.75 meal allowance will be allowed.

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

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

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

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

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

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

ARTICLE 60

Furnishing Cabooses - Yardmen

(a) Cabooses shall be available to yard crews performing transfer or drag service between yards or between yard and outlying industries when such moves are made; however, this will not require the furnishing of a caboose to crews performing general yard switching in train yards. Cabooses presently furnished will be retained, conditions warranting, and will be kept in safe condition.

- (b) All such cabooses shall be properly equipped for the service required.
- (c) Yardmen shall cooperate in maintaining cabooses in a safe and clean condition.

ARTICLE 61

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):

(* See Appendix No. 14.)

ARTICLE 61 (Cont.)

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 of payments otherwise payable hereunder exceeds the aggregate limit

herein provided, the carrier shall not be required to pay as respects each separate employee a greater portion 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 this Article provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after 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."

(From Article XI of UTU National Agreement dated July 17, 1968 as amended by Article XIII of UTU National Agreement dated August 25, 1978.)

ARTICLE 62

Paid Holidays

The following provisions shall apply to yardmen as follows:

Section 1 - Deleted.

Section 2 - Regularly Assigned Yard Service Employees.

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

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

Thanksgiving Day
Christmas Eve
Christmas Day

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

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

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

(b) To qualify, a regularly assigned employee must be available for or perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned yard service employee whose assignment is annulled, cancelled or abolished, or a regularly assigned yard service 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 yard service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employee's work week, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

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

NOTE 2: A regularly assigned yard service employee whose assignment is annulled, cancelled, or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof as set forth above in Paragraph (b), and who reverts to the extra board, will be considered "available" if he marks himself on

the extra board in sufficient time under existing applicable mark-up rules to work a tour of duty at the first opportunity permitted by such applicable rules.

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

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

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

(c) Yard service employes who work on any of the ten specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day, and the allowance of one basic day's pay provided for in Paragraph (a) of this Section 2 for qualifying employes shall be in addition thereto.

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

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

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

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

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

(f) Existing weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to Paragraph (a) of this Section 2, unless the regularly assigned employee fails to qualify under Paragraph (b) of this Section 2, shall satisfy such guarantee. Nothing in this Section 2 shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the Carrier's right to annul assignments on the holidays enumerated in Paragraph (a) of this Section 2.

(g) That part of all rules, agreements, practices or understandings which require that yard crew assignments or individual assignments for yardmen be worked a stipulated number of days per week or month will not apply to the ten holidays herein referred to but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this Section, will apply.

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

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

*(From Article IV - - Paid Holidays - - Section 2(f), (g), (h) and (i)
of April 5, 1957 Agreement.)*

Section 3 - Extra Yard Service Employees

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

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

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

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

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

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

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

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

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

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

NOTE 3: The term "extra yard service employe" shall include an extra employe on a common extra list protecting both road and yard service, except

that an employee, while performing road service, shall not be regarded as being available for yard service, unless compensation for yard service paid him by the Carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

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

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

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

(4) For purposes of this Agreement, the work week for extra yard service employees shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, Monday of the succeeding week shall be considered the workday immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the workday immediately preceding the holiday.

NOTE: This work week shall not be applied to extra yard service employees who have scheduled days off other than Saturday and Sunday, in which event the same principles outlined above will apply in determining the workdays immediately preceding and following the holiday.

(From Article I -- Paid Holidays -- Section 1(a) of June 25, 1964 Agreement.)

(c) Yard service employees who work on any of the ten specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day, and the allowance of one basic day's pay provided for in Paragraph (a) of this Section 3 for qualifying employees shall be in addition thereto.

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

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

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

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

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

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

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

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

ARTICLE 63

Vacations

(Sections 1-14, Synthesis of Operating Vacation Agreement)

The following represents a synthesis in one document for the convenience of the parties, of the National Vacation Agreement of April 29, 1949, between certain carriers represented by the National Carriers' Conference Committee and their employees represented by the United Transportation Union (formerly the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America), and the several amendments made thereto in various national agreements up to August 15, 1978:*

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any

dispute arises as to the proper interpretation or application of any vacation provision, the terms of the appropriate vacation agreement shall govern.

Section 1(a) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

(b) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1960, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

(c) Effective January 1, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having nine or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said nine or more years of continuous service renders service not less than fourteen hundred forty (1440) basic days in miles or hours paid for as provided in individual schedules.

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

(d) Effective January 1, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eighteen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eighteen or more years of continuous service renders service of not less than twenty-eight hundred eighty (2880) basic days in miles or hours paid for as provided in individual schedules.

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

(e) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu

thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4000) basic days in miles or hours paid for as provided in individual schedules.

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

NOTE: In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

(f) (Not applicable.)

(g) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section 1(g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(h) Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b),

fourteen hundred forty (1440) basic days under Section 1(c), twenty-eight hundred eighty (2880) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1(e).

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

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

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

(l) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days, in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

Section 2 - Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

General

(a) An employe receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employe under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 [or carriers in case he qualified on more than one carrier under Section 1(i)] during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).

(b) Beginning on the date Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employes and employes having interchangeable yard and road rights covered by said agreement are concerned:

Yard Service

(1) An employe receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employe under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 [or carriers in case he qualified on more than one carrier under Section 1(i)] during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

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

working in yard service such pay for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last 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 employe has qualified therefor under Section 1. If an employe thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

Section 9 - The terms of this agreement shall not be construed to deprive any employe of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom. With respect to yard service employes, and with respect to any yard service employe having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

Section 10 - Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employe members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11 - This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employes represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employes of such carriers represented by the Brotherhood of Locomotive Engineers and the United Transportation Union.

Section 12 - This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor act, as amended.

Section 13 - This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

Section 14 - The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employes, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purpose of this agreement, provided that such understandings shall not be inconsistent with this agreement.

(The Vacation Agreement rules as shown above incorporate current provisions of the 1949 National Vacation Agreement and Amendments provided in the National Agreements of December 16, 1973, November 30, 1960, November 20, 1964, July 17, 1968, January 27, 1972 and August 25, 1978.)*

Memorandum

Chicago, Illinois, April 29, 1949

Referring to agreement, signed this date, between employes represented by the Brotherhood of Locomotive Engineers and the United Transportation Union and Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, with respect to vacations with pay:

In computing basic days in miles or hours paid for, as provided in Section 1 of said agreement, the parties agree that the following interpretations shall apply:

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employe in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1 1/4 basic days.
3. An employe in freight service on a run of 125 miles, with total time on duty of 12 hours on the trip, will be credited with 1 1/2 basic days.
4. An employe in yard service working 12 hours will be credited with 1 1/2 basic days.

5. An employe in freight service, run-around and paid 50 miles for same, will be credited with 1/2 basic day.
6. An employe in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.
7. An employe in freight service, paid no overtime or other allowances, working as follows:

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

will be credited with seven basic days.

8. An employe in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.
9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.
10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1 1/8 basic days.
13. An employe in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.
14. An employe is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.

15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

(Signatures not reproduced)

Interpretation of Continuous
Service Provisions
of Section 1 of Vacation Agreement

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

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

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

(Signatures not reproduced)

Assignment of Vacations

Section 15(a) In order to determine the maximum number of employees the Carrier will be required to schedule for vacation in any given week, separate by Crafts (Conductors, Brakemen and Yardmen), each location responsible for preparing vacation schedules will determine the total number of weeks of vacation due each separate craft which number will be divided by 52. This number will then be increased by 25%, this latter number to be the maximum number of employees the Carrier will be required to schedule for vacation in any given week. The local supervision and Local Chairmen can mutually agree to a greater or lesser number, depending upon service requirements during a particular period at a specific terminal. NOTE: Any fraction will be rounded off to the next higher whole number.

(b) The last service (craft and terminal to which an employee is assigned to work) performed prior to 12:01 a.m., December 1 of each year will determine the applicable vacation schedule for that

employee, i.e. Conductor, Brakeman or Yardman including extra boards as well as location.

(Memorandum of Understanding effective September 1, 1979.)

Splitting Vacations

Section 16(a) Employees subject to the terms of the National Vacation Agreement of April 29, 1949, as amended, who qualify for 2 or more weeks' vacation, under the provisions of said National Agreement, will, upon written request, be permitted to split the vacation into two (2) periods with neither period being less than one (1) week, subject to the terms and conditions outlined below:

(b) The Company will assume no additional expense in granting vacations as result of this Agreement.

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

(d) When two periods are requested, only one of such periods will be assigned during the months of June, July and/or August.

(e) Section 6 of the 1949 Vacation Agreement provides in part:

"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."

In applying the principle set forth above, consideration will be given to only one period of the split vacation in assigning vacations in any class of service. An employee requesting a split vacation will designate which period he desires considered in accordance with the above. After all employees of a particular class have been assigned one vacation period, in accordance with the above-quoted principle, the remaining split vacation period will be assigned to available unassigned periods with due regard to the employee in his seniority order in the class of service in which engaged, consistent with requirements of the service.

(f) When relief for vacationing employees incurs deadheading, deadhead pay for one round trip only will be allowed for the combined relief period and payment shall be divided as follows:

(1) The relief employee deadheading to the outlying point to protect the first period will be allowed deadhead pay for the trip to the relief point;

(2) The relief employee returning home from the outlying point after completing relief for the second period will be allowed deadhead pay for the return trip;

(3) No deadhead pay will be allowed either to the relief employee, returning home from protecting the first vacation period, or to the relief employee being sent to the outlying point to protect the second vacation period.

(g) Section 7 of the 1949 Vacation Agreement provides in part:

"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."

In applying this principle, an employee desiring a split vacation will, when making the above request, adjust his next succeeding vacation period, regardless of whether it is scheduled in the same calendar year or the following calendar year, by observing the number of scheduled vacation days for that period plus the one carry-over day, and will not be permitted to carry over a day from that adjusted period to the next following period. In other words, an employee must eliminate any carry over day at the first opportunity, and will not be permitted to carry over a vacation day in two successive periods.

(h) When an employee's second, ninth, eighteenth or twenty-fifth anniversary of employment occurs in a year in which he has qualified to receive additional vacation and the employee by scheduling and starting his vacation after the anniversary date will be entitled to an additional week's vacation, subject to the accumulation of 320, 1440, 2880 or 4000 days respectively, he must, in order to qualify for the additional week's vacation under this Agreement, schedule and start the first period of the split vacation on or after the second, ninth, eighteenth or twenty-fifth anniversary date of his employment.

(i) The rate of the last service performed prior to the date upon which the employee begins the first period of his vacation will be used in determining the total amount of vacation pay due the employee for the entire two vacation periods, or the entire vacation compensation if on a minimum day basis, the same as though the annual vacation had not been split into two periods.

(j) No vacation date will be changed after set up for choice, except in extreme hardship cases, and then only by mutual consent.

(k) In the application of Section (8) of the Agreement dated November 30, 1960, between the Railroads represented by the Eastern, Western and Southeastern Carriers' Conference Committees and Employes represented by the ORC&B or BRT(UTU) it is understood any employee whose relationship is terminated, and has no further connection with the Company will, upon such termination, be allowed any compensation due for a qualified vacation in that calendar year as well as any compensation due if qualified for a vacation in the succeeding year.

It is further understood that after having received the vacation allowance, said employee, if later reinstated to service prior to the scheduled vacation period in that calendar year, will be required to observe the scheduled vacation period and any carryover day, if there be one, even though no further payment is due. Likewise, this employee will be scheduled for his annual vacation in the succeeding year, the same as if the vacation compensation had not been allowed at the time of the temporary termination of service, and will be required to observe this scheduled vacation period. This employee's vacation allowance for this period will be determined the same as though there had been no interruption of service, i.e., 1/26 or 3/52 of the previous year's earnings, or the appropriate number of days times the rate of the last service performed prior to the commencement of this scheduled vacation period for the purpose of developing whether this employee is due any adjustment in his vacation allowance.

ARTICLE 64

Starting Date of Scheduled Vacation

(a) Scheduled vacations will only be postponed when an employee in road service is at his away-from-home terminal or en route to or from his home terminal on the date scheduled to start his vacation. The starting date will in such instances be the day following the date of last service, as determined by on-duty time shown on time ticket.

As an example, using the first day of October as the starting date of a scheduled vacation:

- (1) An employee at his away-from-home terminal on September 30 begins trip back to the home terminal prior to midnight of that day, trip ticket being dated September 30. His vacation will start 12:01 AM October 1, and he will be released upon arrival at the home terminal or the home terminal of his assignment.

(2) An employee is en route to or at away-from-home terminal at midnight on September 30, and starts his return trip to the home terminal October 1, trip ticket being dated October 1. His vacation will start 12:01 AM October 2, and he will be released upon arrival at the home terminal or the home terminal of his assignment.

(3) An employee on a turnaround assignment going on duty at his terminal prior to midnight September 30, trip ticket being dated September 30, his vacation will start 12:01 AM October 1, and he will be released for vacation upon return to his terminal.

(b) The same principle will apply to employees in yard service. An employee protecting the first or second shift on September 30, his vacation will start 12:01 AM October 1. An employee protecting an assignment starting at 12:00 MN September 30, his trip ticket for that service being dated September 30, his vacation will start at 12:01 AM October 1, and he will be released on completion of the trick started at 12:00 MN September 30.

ARTICLE 65

Starting Date of Vacation to Coincide With Off Days

(a) A yardman who is in the status of a regularly assigned man at the time his annual vacation is scheduled to commence, may, by giving not less than 72 hours' advance notice in writing to the yardmaster, move the starting date of his annual vacation either forward or backward so as to have it commence on the first workday of his scheduled work week. If a regularly assigned yardman'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, he will be permitted to move the starting date of his annual vacation either forward or backward so as to have it commence on the first workday of his scheduled new work week by giving the yardmaster written notice as soon as possible.

(b) As an example of the above application, a regularly assigned yardman, having Saturday and Sunday as rest days (May 1 and 2, 1965) with a programmed commencement date of May 5th for his vacation, may, by making written application, commence his vacation on either Monday, May 3rd, or Monday, May 10th.

(c) No time claims will be submitted on behalf of extra yardmen when a regularly assigned yardman under this program is permitted to work one or more days of the vacation originally assigned to him, so long as he takes the entire number of vacation days scheduled.

ARTICLE 66

Cancellation of Vacation

When the exigencies of the service require the cancellation of the vacation of a conductor, trainman or yardman the Local Chairman will be consulted in the matter and a new vacation period will be assigned to the conductor, trainman or yardman whose vacation was cancelled. In all cases the number of vacation days will be taken in the calendar year in which the vacation is due.

ARTICLE 67

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 this 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 (i) of this Section. The Carrier, the employee, and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employee.

(d) It is understood that if an employee produces evidence to an officer or local chairman of the Organization that he is a member in any one of the Labor Organizations as specified in Section 2 of this Agreement that will satisfy this Agreement and no notice will be served by the Organization on the Carrier to have employee removed from service. Employee will be required to produce such evidence on demand of an officer or local chairman of the Organization, but will not be required to produce such evidence more than once in a calendar month. If employee fails or refuses to produce such evidence, he may be cited to the Carrier by the Organization as not complying with this Agreement.

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

(f) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreements between the Carrier and the Organization will not apply to cases arising under this Agreement.

(g) The General Chairman of the Organization shall notify the Carrier in writing of the title(s) and 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 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 the 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 reasons thereof.

If the final determination under Section 5 of this Agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this Agreement or upon an alleged violation, misapplication or non-compliance with any provision of this Agreement. If the final determination under Section 5 of this Agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement.

Section 8.

In the event that seniority and employment under the Rules and Working Conditions Agreements is terminated by the Carrier under the provisions of this Agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful,

or unenforceable, the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this Section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this Agreement.

Section 9.

An employee whose employment is terminated as a result of non-compliance with the provisions of this Agreement shall be regarded as having terminated his employee relationship for vacation purposes.

Section 10.

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 68

Deduction Agreement

Pursuant to the provisions in Article II of National Agreement dated April 27, 1973, captioned "COST-FREE UNION DUES DEDUCTION AGREEMENT," Union Dues Deduction Agreements, identified as Article 78 of the Conductors' and 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 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 Example "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 Example "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 employees 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.

(a) 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.

(From Agreement dated January 22, 1974.)

EXAMPLE "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.

EXAMPLE "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 69

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 Paragraph (c) hereof, where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, whereupon the carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

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

*(c) Where, after the effective dates of the 1951 and 1952 Agreements, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four miles from the switching limits in effect as of the date of this Agreement [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 condutors (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 Agreement 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 predominantly 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.

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

ARTICLE 70

Designated Switching Limits

Northern Division

<u>Location</u>	<u>District</u>	<u>Mile Post Location</u>
Purcell	First	M.P. 516 + 0500'
Gainesville	First	M.P. 414 + 4313'
Gainesville	Second	M.P. 409 + 0437'
Fort Worth	Second	M.P. 355 + 0967'
Fort Worth	Second	M.P. 339 + 3927'
Fort Worth	Dublin	M.P. 3 + 3169'
Cleburne	Second	M.P. 322 + 2126'
Cleburne	Cresson	M.P. 3
Cleburne	Dallas	M.P. 1 + 2978'
Dallas	Dallas	M.P. 40 + 2855'
Dallas	Dallas	M.P. 55 + 0612'
Brownwood	Lampasas	M.P. 345 + 0643'
Brownwood	Sweetwater	M.P. 351 + 1692'
Sweetwater	Sweetwater	M.P. 455 + 4377'
Sweetwater	Slaton	M.P. 792 + 1121'
San Angelo	San Angelo	M.P. 69 + 3100'

Southern Division

<u>Location</u>	<u>District</u>	<u>Mile Post Location</u>
Cleburne	First	M.P. 314 + 5157'
Temple	First	M.P. 222 + 1302'
Temple	Second	M.P. 215 + 2713.7'
Temple	Lampasas	M.P. 222 + 4500'
Somerville	Second	M.P. 143 + 2650'
Somerville	Second	M.P. 139 + 1810'
Somerville	Conroe	M.P. 1 + 3056'
Bellville	Second	M.P. 108 + 3204'
Bellville	Third	M.P. 104 + 3510'
Sealy	Third	M.P. 95 + 3688'
Sealy	Third	M.P. 91 + 4749'
Rosenberg	Third	M.P. 68 + 2185'
Rosenberg	Third	M.P. 63 + 4540'
Alvin	Third	M.P. 30 + 3878'
Alvin	Third	M.P. 26 + 0311.8'
Galveston	Third	M.P. 8 + 0721'
Killeen	Lampasas	M.P. 241 + 5033'
Killeen	Lampasas	M.P. 248 + 3284'
Lometa	Lampasas	M.P. 290 + 1908.6'
Lometa	Lampasas	M.P. 294 + 1599.1'
Silsbee	Conroe	M.P. 149 + 2318'
Silsbee	Silsbee	M.P. 19 + 2404'
Silsbee	Longview	M.P. 22 + 0814'
Beaumont	Silsbee	M.P. 4 + 2546'
Beaumont	Silsbee	M.P. 74 + 0500.7'
San Augustine	Longview	M.P. 119 + 2499'
San Augustine	Longview	M.P. 121 + 1300'

ARTICLE 71

Representation

(a) The United Transportation Union, while having representation of yardmen, holds sole and exclusive bargaining rights governing wages, hours and working conditions for such yardmen.

(b) The proper officer of the Company will hear any reasonable complaint, grievance or claim made by individual yardmen, or by the committee of the Organization duly authorized to represent yardmen on this property.

(c) The right of appeal in the case of complaints, grievances, including reinstatements and claims is restricted to the claimant employee or the duly authorized representative of the Organization having representation of yardmen on this property.

ARTICLE 72

Interpretation of Schedule

Questions involving interpretation of this schedule shall be decided by the parties signatory hereto. Disputes not disposed of by these parties shall be handled in accordance with the provisions of the Railway Labor Act, as amended.

ARTICLE 73

30 Days' Notice of Change

(a) The Company on its part and the United Transportation Union on its part, agree that yardmen 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 a yardman is ordered to perform service contrary to the articles enumerated herein, he 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 his representative who may handle the matter with such officer, or other officers of the Company as may be proper.

ARTICLE 74

Enacting and Terminating Clause

(a) This Agreement became effective June 1, 1968 and has been reprinted as of November 1, 1980, to reflect that set forth in the Preamble and to reflect basic rates effective July 1, 1980.

(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.

Signed at Chicago Illinois this

FOR THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY –
WESTERN LINES (NORTHERN AND SOUTHERN DIVISIONS):

F. L. ELTERMAN, VICE PRESIDENT PERSONNEL AND
LABOR RELATIONS

FOR THE UNITED TRANSPORTATION UNION
(CONDUCTORS, TRAINMEN AND YARDMEN COMMITTEE):

C. P. SAWYER, GENERAL CHAIRMAN

I. HOLLIS, JR., SECRETARY

APPROVED:

GEORGE R. PERKINS, VICE PRESIDENT

Table Showing Time After Which
Overtime Accrues on Runs 100 Miles to
199 Miles in Length on Speed
Basis of 20 Miles Per Hour

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
100	5' 00"	135	6' 45"
101	5' 03"	136	6' 48"
102	5' 06"	137	6' 51"
103	5' 09"	138	6' 54"
104	5' 12"	139	6' 57"
105	5' 15"	140	7' 00"
106	5' 18"	141	7' 03"
107	5' 21"	142	7' 06"
108	5' 24"	143	7' 09"
109	5' 27"	144	7' 12"
110	5' 30"	145	7' 15"
111	5' 33"	146	7' 18"
112	5' 36"	147	7' 21"
113	5' 39"	148	7' 24"
114	5' 42"	149	7' 27"
115	5' 45"	150	7' 30"
116	5' 48"	151	7' 33"
117	5' 51"	152	7' 36"
118	5' 54"	153	7' 39"
119	5' 57"	154	7' 42"
120	6' 00"	155	7' 45"
121	6' 03"	156	7' 48"
122	6' 06"	157	7' 51"
123	6' 09"	158	7' 54"
124	6' 12"	159	7' 57"
125	6' 15"	160	8' 00"
126	6' 18"	161	8' 03"
127	6' 21"	162	8' 06"
128	6' 24"	163	8' 09"
129	6' 27"	164	8' 12"
130	6' 30"	165	8' 15"
131	6' 33"	166	8' 18"
132	6' 36"	167	8' 21"
133	6' 39"	168	8' 24"
134	6' 42"	169	8' 27"

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
170	8' 30"	185	9' 15"
171	8' 33"	186	9' 18"
172	8' 36"	187	9' 21"
173	8' 39"	188	9' 24"
174	8' 42"	189	9' 27"
175	8' 45"	190	9' 30"
176	8' 48"	191	9' 33"
177	8' 51"	192	9' 36"
178	8' 54"	193	9' 39"
179	8' 57"	194	9' 42"
180	9' 00"	195	9' 45"
181	9' 03"	196	9' 48"
182	9' 06"	197	9' 51"
183	9' 09"	198	9' 54"
184	9' 12"	199	9' 57"

Table Showing Time and One-Half for
Overtime (18-3/4 Miles Per Hour)
Expressed in Miles, From 3 Minutes to 8 Hours, Inclusive
For Information and Ready Reference Only

Over- time	Miles	Over- time	Miles	Over- time	Miles	Over- time	Miles	Over- time	Miles
3	1	1:39	31	3:15	61	4:51	91	6:27	121
6	2	1:42	32	3:18	62	4:54	92	6:30	122
10	3	1:46	33	3:22	63	4:58	93	6:34	123
13	4	1:49	34	3:25	64	5:01	94	6:37	124
16	5	1:52	35	3:28	65	5:04	95	6:40	125
19	6	1:55	36	3:31	66	5:07	96	6:43	126
22	7	1:58	37	3:34	67	5:10	97	6:46	127
26	8	2:02	38	3:38	68	5:14	98	6:50	128
29	9	2:05	39	3:41	69	5:17	99	6:53	129
32	10	2:08	40	3:44	70	5:20	100	6:56	130
35	11	2:11	41	3:47	71	5:23	101	6:59	131
38	12	2:14	42	3:50	72	5:26	102	7:02	132
42	13	2:18	43	3:54	73	5:30	103	7:06	133
45	14	2:21	44	3:57	74	5:33	104	7:09	134
48	15	2:24	45	4:00	75	5:36	105	7:12	135
51	16	2:27	46	4:03	76	5:39	106	7:15	136
54	17	2:30	47	4:06	77	5:42	107	7:18	137
58	18	2:34	48	4:10	78	5:46	108	7:22	138
1:01	19	2:37	49	4:13	79	5:49	109	7:25	139
1:04	20	2:40	50	4:16	80	5:52	110	7:28	140
1:07	21	2:43	51	4:19	81	5:55	111	7:31	141
1:10	22	2:46	52	4:22	82	5:58	112	7:34	142
1:14	23	2:50	53	4:26	83	6:02	113	7:38	143
1:17	24	2:53	54	4:29	84	6:05	114	7:41	144
1:20	25	2:56	55	4:32	85	6:08	115	7:44	145
1:23	26	2:59	56	4:35	86	6:11	116	7:47	146
1:26	27	3:02	57	4:38	87	6:14	117	7:50	147
1:30	28	3:06	58	4:42	88	6:18	118	7:54	148
1:33	29	3:09	59	4:45	89	6:21	119	7:57	149
1:36	30	3:12	60	4:48	90	6:24	120	8:00	150

SPEED TABLE BASED ON 12-1/2 MILES PER HOUR

Miles	Hrs.	Min.	Miles	Hrs.	Min.	Miles	Hrs.	Min.	Miles	Hrs.	Min.	Miles	Hrs.	Min.
1		05	51	4	05	101	8	05	151	12	05	201	16	05
2		10	52	4	10	102	8	10	152	12	10	202	16	10
3		14	53	4	14	103	8	14	153	12	14	203	16	14
4		19	54	4	19	104	8	19	154	12	19	204	16	19
5		24	55	4	24	105	8	24	155	12	24	205	16	24
6		29	56	4	29	106	8	29	156	12	29	206	16	29
7		34	57	4	34	107	8	34	157	12	34	207	16	34
8		38	58	4	38	108	8	38	158	12	38	208	16	38
9		43	59	4	43	109	8	43	159	12	43	209	16	43
10		48	60	4	48	110	8	48	160	12	48	210	16	48
11		53	61	4	53	111	8	53	161	12	53	211	16	53
12		58	62	4	58	112	8	58	162	12	58	212	16	58
13	1	02	63	5	02	113	9	02	163	13	02	213	17	02
14	1	07	64	5	07	114	9	07	164	13	07	214	17	07
15	1	12	65	5	12	115	9	12	165	13	12	215	17	12
16	1	17	66	5	17	116	9	17	166	13	17	216	17	17
17	1	22	67	5	22	117	9	22	167	13	22	217	17	22
18	1	26	68	5	26	118	9	26	168	13	26	218	17	26
19	1	31	69	5	31	119	9	31	169	13	31	219	17	31
20	1	36	70	5	36	120	9	36	170	13	36	220	17	36
21	1	41	71	5	41	121	9	41	171	13	41	221	17	41
22	1	46	72	5	46	122	9	46	172	13	46	222	17	46
23	1	50	73	5	50	123	9	50	173	13	50	223	17	50
24	1	55	74	5	55	124	9	55	174	13	55	224	17	55
25	2	00	75	6	00	125	10	00	175	14	00	225	18	00

SPEED TABLE BASED ON 12-1/2 MILES PER HOUR

Miles	Hrs.	Min.	Miles	Hrs.	Min.	Miles	Hrs.	Min.	Miles	Hrs.	Min.	Miles	Hrs.	Min.
26	2	05	76	6	05	126	10	05	176	14	05	226	18	05
27	2	10	77	6	10	127	10	10	177	14	10	227	18	10
28	2	14	78	6	14	128	10	14	178	14	14	228	18	14
29	2	19	79	6	19	129	10	19	179	14	19	229	18	19
30	2	24	80	6	24	130	10	24	180	14	24	230	18	24
31	2	29	81	6	29	131	10	29	181	14	29	231	18	29
32	2	34	82	6	34	132	10	34	182	14	34	232	18	34
33	2	38	83	6	38	133	10	38	183	14	38	233	18	38
34	2	43	84	6	43	134	10	43	184	14	43	234	18	43
35	2	48	85	6	48	135	10	48	185	14	48	235	18	48
36	2	53	86	6	53	136	10	53	186	14	53	236	18	53
37	2	58	87	6	58	137	10	58	187	14	58	237	18	58
38	3	02	88	7	02	138	11	02	188	15	02	238	19	02
39	3	07	89	7	07	139	11	07	189	15	07	239	19	07
40	3	12	90	7	12	140	11	12	190	15	12	240	19	12
41	3	17	91	7	17	141	11	17	191	15	17	241	19	17
42	3	22	92	7	22	142	11	22	192	15	22	242	19	22
43	3	26	93	7	26	143	11	26	193	15	26	243	19	26
44	3	31	94	7	31	144	11	31	194	15	31	244	19	31
45	3	36	95	7	36	145	11	36	195	15	36	245	19	36
46	3	41	96	7	41	146	11	41	196	15	41	246	19	41
47	3	46	97	7	46	147	11	46	197	15	46	247	19	46
48	3	50	98	7	50	148	11	50	198	15	50	248	19	50
49	3	55	99	7	55	149	11	55	199	15	55	249	19	55
50	4	00	100	8	00	150	12	00	200	16	00	250	20	00

APPENDIX

The agreements and agreed understandings which follow have been verified and rule references changed to conform with current agreement.

Any omission herein of agreements or agreed understandings which have not been superseded or cancelled, will not serve to cancel or affect the application of such agreements or agreed understandings.

Signature Not Reproduced

C. P. Sawyer
General Chairman UTU (CT&Y)

Signature Not Reproduced

I. Hollis, Jr.
Secretary, UTU (CT&Y)

Signature Not Reproduced

G. R. Perkins
Vice President, UTU

Signature Not Reproduced

F. L. Elterman
Vice President - Personnel and Labor Relations
AT&SF Railway Company - Western Lines
(Northern and Southern Divisions)

APPENDIX 1

Letter, General Manager Stuppi to General Chairman Sawyer, dated April 29, 1974:

In connection with the application of Articles 15(b), 48(c) and 9(a) of the Conductors', Trainmen's and Yardmen's Agreements, respectively, regarding the verification through the telephone operator as to whether or not the telephone is in proper working order:

Information has been received in writing from the Manager of the Southwestern Bell Telephone Company at Temple, Texas, that the telephone operator will no longer verify if a telephone is in proper working order and such operators have been instructed to say, "I am sorry, to insure privacy of conversation, we no longer cut in on a customer's line except in cases of extreme urgency involving life or property." In view of this development, that portion of the agreements referred to above, wherein the person calling crews at Temple, Texas, is required to contact the telephone operator to verify that telephone is in proper working order, can no longer be complied with when calling crews at that point. Accordingly, this portion of the rule will no longer be considered a requirement for the purpose of establishing the validity of claims when calling conductors, trainmen and yardmen at Temple.

Should this policy of the Southwestern Bell Telephone Company, or any other telephone company, spread to other points on the Northern or Southern Divisions, this portion of the agreement rules also will no longer be considered a requirement for the purpose of establishing the validity of claims when calling conductors, trainmen and yardmen at such points.

(Signatures not reproduced.)

APPENDIX 2

Letter, General Manager Fitzgerald to General Chairman Sawyer, dated August 20, 1976:

This will confirm the following commitments made by Mr. F. A. Beauchamp, Assistant General Manager, in conference August 19, 1976, that:

- (1) Yardmen's crew boards will be placed at each on and off-duty point for yardmen at Saginaw as of September 1, 1976, and will be maintained in compliance with the provisions of Article 55, Yardmen's Agreement, reflecting information pertaining to all assigned crews and extra men in the entire Fort Worth terminal.

- (2) Separate locker rooms for yardmen (which could also include enginemen) as set forth in Article 12, Yardmen's Agreement, will be provided at each on and off-duty point for yardmen in Saginaw yard. It was further agreed these facilities will be available by September 1, 1976 and, in order to comply with the sanitary provisions, will be cleaned not less than once in each 24-hour period by other than yardmen.
- (3) Where crews are brought on duty at a point other than the roundhouse and a member of the crew is required to go to the roundhouse to receive or deliver his engine, he will be furnished transportation between the roundhouse and his on and/or off-duty point.

(Signatures not reproduced.)

APPENDIX 3

MEMORANDUM OF AGREEMENT

between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
Western Lines - Northern and Southern Divisions

and

UNITED TRANSPORTATION UNION
Trainmen's Committee
and
Conductors' Committee

This will confirm understanding reached providing for the operation of Louisiana, Arkansas and Texas Railway Company trains with its own crews between Farmersville and East Dallas, superseding the Letter of Understanding dated July 23, 1937.

IT IS AGREED THAT:

1. The Louisiana, Arkansas and Texas Railway Company will operate its own trains with its own crews over tracks of The Atchison, Topeka and Santa Fe Railway Company between Farmersville and East Dallas.
2. The L&A Railway Company will not be permitted to handle any local business between Farmersville and East Dallas, nor handle freight to or from any intermediate station between these two points, except that a track or tracks shall be designed by bulletin, other than loading or unloading tracks, at the piggy-back

facilities located near Zacha Junction on the Dallas District of the Northern Division, at which location L&A crews may set out and/or pick up only TOFC-COFC cars (loaded or empty) in L&A service destined to or from the piggy-back facilities. The switching and spotting of such cars at that facility will be performed by Santa Fe crews.

The TOFC-COFC cars to be picked up by L&A crews will be placed first out on the designated track or tracks by Santa Fe crews. The TOFC or COFC cars set out by L&A crews will be placed in the clear on the designated track or tracks.

3. L&A crews will not be permitted to perform any service in the Dallas Terminals except to deliver and receive L&A trains in the East Dallas Yard, and move the engine thereof between East Dallas Yard and the East Dallas roundhouse.

4. The breaking up and making up of L&A trains and all other work involved in the handling of its business in the Santa Fe terminals at Dallas, will be performed by Santa Fe employes.

5. In entering into this agreement, it is agreed that the operation of Louisiana, Arkansas and Texas crews over the Santa Fe tracks between Farmersville and East Dallas, and the Santa Fe handling of the L&A business in the Dallas freight terminals, as outlined herein, shall not infringe upon the rights of the Santa Fe conductors, trainmen and yardmen under the respective agreements governing such employes.

6. This Agreement shall become effective May 1, 1969, and shall remain in effect until changed or cancelled by mutual agreement between the parties or in accordance with the Railway Labor act as amended.

(Signatures not reproduced.)

APPENDIX 4

Switching Somerville Tie Plant

In the switching of cars in the Somerville Tie Plant, AT&SF (former GC&SF) yard engine will handle the movement of all cars loaded or empty between the AT&SF (former GC&SF) train yard and the Tie Plant yard, placing the loaded or empty cars on tracks as directed by the Tie Plant supervisors where they can be loaded or unloaded, as the case may be, and pick up any outbound loads or empties ready for movement from the Tie Plant yards to the AT&SF (former GC&SF) train yard. Any movement of cars by Tie Plant equipment and crews on a particular track to permit continuation of loading or unloading, after having been placed by AT&SF (former GC&SF)

APPENDIX 4 (Cont.)

APPENDIX 5

APPENDIX 6

yard engine will not be considered a violation of the Yardmen's Agreement and no penalty payment will be made to AT&SF (former GC&SF) yardmen. The Tie Plant employes will not be allowed or permitted to move cars from one track to another as the AT&SF (former GC&SF) yard engine will handle these movements.

EXCEPTION: Somerville Tie Plant equipment and employes will not be restricted from switching loaded or empty "tram cars" (cars used in handling material to and from vats for treatment) from one track to another wholly within the Tie Plant facilities, and such handling will not be considered a violation of the Yardmen's Agreement.

APPENDIX 5

Engine Foremen Used on Self-Propelled
Machines

On any day it is necessary to have self-propelled locomotive crane and/or magnet crane (also referred to as "burro magnet crane") move cars as an incident to the loading or unloading operations in which engaged at Cleburne, Texas, on tracks within shop, roundhouse, and/or storehouse facilities, which includes the rail yard, an engine foreman will be called to protect such service.

APPENDIX 6

Dinkey Engine--Cleburne

(a) The Dinkey engine at Cleburne, when not accompanied by a yardman will be confined to the movement of equipment into and out of the roundhouse and over the roundhouse tracks, it being understood that the latter will include the roundhouse lead and the so-called steam track which serves the facilities used for steaming out engine tanks in addition to all of those tracks in the area between the charging rack and the so-called Long Tom track, and also including the north lead running to the turntable. The equipment to be handled by the Dinkey engine under these circumstances will consist of engines and tanks and occasional movements of cars of material when the latter are placed on and removed from the roundhouse tracks by yard engines.

(d) Nothing herein contemplates or requires any change in the work heretofore performed by the Dinkey engine when in charge of the regular assigned crew of an engineer and a yardman in performing service for the back shops and the roundhouse facilities.

APPENDIX 7

Letter, General Manager Fitzgerald to General Chairman Sawyer, dated April 17, 1975:

Referring to our phone conversation April 17, 1975, in connection with the application of Article 28(f) of the Yardmen's Agreement with respect to a brakeman working in road service out of Brownwood, Texas:

The situation discussed was a brakeman in road service and working out of Brownwood terminal who desired to place his signature on the schedule of yard assignments at Sweetwater which were open for seniority choice as of May 1, 1975. The question was, does Article 28(f) permit this brakeman to place his signature on the schedule of yard assignments at Sweetwater?

It was your position, and I am in agreement therewith, that this brakeman could not place his signature on the schedule of yard assignments at Sweetwater since he was not working in road service out of a terminal where he desired to place his signature on the schedule of yard assignments. In other words, since this brakeman was working in road service out of Brownwood, he could sign up on the schedule of yard assignments at Brownwood, but not at Sweetwater. The purpose of opening up yard assignments on January 1, May 1 and September 1 of each year was to permit yardmen in a particular yard to change assignments and not to move from one yard to another. Also, it was extended to brakemen who desired to return to yard service, but could only, in compliance with the agreement rules, return to such yard service at the point or terminal out of which he was working in road service.

If the above correctly outlines our understanding of the application of Article 28(f) of the Yardmen's Agreement, please place your signature in the space provided below, returning the original to me.

(Signatures not reproduced.)

APPENDIX 8

Switching Union Equity Elevator

The following will govern in switching Union Equity Elevator at Saginaw on joint trackage constructed from a turnout approximately 1200 feet north of MP 354 on AT&SF (former GC&SF) main track to a turnout on the FW&D main track south of the elevator.

(a) The switching service required to serve the elevator will be performed in alternate periods by AT&SF (former GC&SF) and FW&D employees. The two roads will alternate in handling the work for four consecutive calendar month periods and the change in operation from one road to the other will be effective at 12:01 AM on the first day on each four-months period.

(b) During each alternate period the road not then performing the switching shall place its inbound cars on Track 5435 between the turnouts heretofore described, except when it is filled to capacity, in which event the excess cars will be placed on one of the other tracks, and such cars shall thereafter be handled on such trackage by the crews of the road then performing the switching service.

(c) Outbound cars for the road not performing the switching service shall be assembled by the crews on the road performing it and will be placed on Track 5435 between the turnouts as hereinabove described, first out on the north end for AT&SF (former GC&SF) and first out on the south end for FW&D, for movement therefrom by the crews of the road not then performing the switching.

(d) In performing the service of one road for the other hereunder, AT&SF (former GC&SF) and FW&D employees will be limited to the trackage between the turnouts heretofore described and will not use or foul the main track of the other road.

(e) AT&SF (former GC&SF) employees shall not establish seniority on the FW&D, nor shall FW&D employees establish seniority on the AT&SF (former GC&SF) by reason of this joint service.

(From Memorandum of Agreement effective June 1, 1979.)

APPENDIX 9

Switching Wayside Homes

(a) The switching service required by Wayside Homes will be performed in alternate periods of four months by AT&SF (former GC&SF) and FW&D employees, meaning that one road will handle it for a period of four (4) consecutive months and the other road will handle it for the next four (4) consecutive months, and so on.

(b) During each alternate period the road not then performing the switching shall place its inbound cars on the interchange track at Saginaw designated by bulletin for delivery to the other line, and such cars shall thereafter be handled by the crews of the road then performing the switching service.

(c) Outbound cars for the road not then performing the switching service shall be assembled by crews of the road performing it and will be placed on the interchange track at Saginaw designed by bulletin for delivery to the other line, for movement therefrom by the crews of the road not then performing the switching.

(d) When AT&SF (former GC&SF) crews are performing the switching service they will be permitted to use FW&D trackage leading to the industry and when FW&D crews are performing the switching service they will be permitted to use AT&SF (former GC&SF) trackage leading to the industry, it being understood that industry Track 5438 can be used by either Company for through movements to reach either end of the industry. It is agreed that AT&SF (former GC&SF) and FW&D crews will not use or foul the main tracks of the other road.

(e) AT&SF (former GC&SF) employees shall not establish seniority on the FW&D nor shall FW&D employees establish seniority on the AT&SF (former GC&SF), by reason of the use of the trackage described hereinabove.

(From Memorandum of Agreement effective June 1, 1979.)

APPENDIX 10

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 therefore.

(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 Appendix.

(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 Appendix.

(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 Appendix.

(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.

(The provisions in this Article are for brevity's sake, briefed from Letter Agreements Nos. 18, 19, 20 and 39, dated June 10, 1946, June 11, 1946, July 5, 1946 and July 21, 1948, respectively; also, Letter Agreements dated August 1, 1949, file 6-A-16, December 3, 1951, file 7-A-13, and January 31, 1956, file 6-A-36.)

APPENDIX 11

Delivering Cars to Galveston Wharf

When making delivery of cars to the Galveston Wharf Company the so-called West end cars will be delivered in the "B" Yard and East end cars in the East Yard. When making delivery, if the track used will not hold entire delivery, the Santa Fe crew will double over only the excess cars in making delivery. The Santa Fe crews may be required to shove into a partially occupied track, it being understood that a partially occupied track which will not hold the entire delivery will only be used when there is no unoccupied receiving track in the yard. When delivery is shoved to an occupied or unoccupied track it will be shoved only to clear switch entrance thereto.

(The above will not change the past practice of yard crews setting out perishables on the so-called elevator switch tracks. Letter Agreement of September 7, 1946.)

APPENDIX 12

Switching Limits--Sweetwater

(a) The switching limits of Sweetwater Yard were moved effective February 7, 1957, from Mile Post 458 + 3200 feet to Mile Post 455 + 4377 feet.

(b) Yard crews will move all cars to and from industry via the industry track diverging from the main track at Mile Post 456 + 1737 feet.

(c) Final terminal delay payment to all southward freight trains arriving at Sweetwater will be calculated from the time first stopped at Tecific, except in those cases where trains are stopped under conditions arising in connection with the crew's own train. Such final terminal delay payments are to be calculated in accordance with the existing final terminal delay rules.

(d) There will be no reduction in the mileage allowance paid southward road crews between Brownwood and Sweetwater as a result of allowing such crews payment for final terminal delay when stopped under conditions mentioned in Section (c) above.

(e) Movements between locations designed in Section (a) of this Article will be made with automatic air cut in and operating on the cars being handled.

(f) Yard crews handling cuts of cars between locations designated in Section (a) of this Article will not be required to shove such cuts of cars or to ride on cars between such points.

APPENDIX 13

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 employe 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).

If the foregoing agrees with the understanding reached, please signify by signing in the space provided.

(Signatures not reproduced.)

APPENDIX 14

Letter, General Manager Stuppi to General Chairman Sawyer, dated February 6, 1973:

Referring to the agreement entered into at Chicago, Illinois, on February 2, 1973, in connection with mandatory instruction review classes for employees subject to the rules of the Operating Department.

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 the same as if written examination had been taken.

It is understood that this provision is applicable only to those employees who are unable to read and/or write.

APPENDIX 15

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) (Not applicable.)

(4) (Not applicable.)

(5) All claims on the rider list must be handled by the Organization in accordance with the time limit provisions, i.e., within the 90 days specified from the date of declination by CTB. It will not be necessary to "conference" any claims listed as "riders."

(6) 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.

(7) 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.

(8) 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.

Signed at Chicago, Illinois, this 6th day of April, 1977.

(Signatures not reproduced.)