

AGREEMENT

Between

**ST. LOUIS - SAN FRANCISCO
RAILWAY COMPANY**

(Except AT&N District)

**(Hereinafter generally referred to as the
"Carrier" or as the "Frisco")**

and

CONDUCTORS AND BRAKEMEN

Represented by

UNITED TRANSPORTATION UNION

**(Hereinafter generally referred to as the
"Organization" or as the "UTU")**

**CONDUCTORS' AND BRAKEMEN'S
SCHEDULE**

FRISCO

Revised Effective December 15, 1978

The following is the schedule of rules governing
rules of pay and working conditions for Conductors
and Brakemen employed by this Carrier.

ARTICLE I QUALIFICATIONS-EMPLOYMENT

Section A---Qualifications

In employing people in the crafts or classes covered by this Agreement, none but sober, reliable and competent people shall be employed. Superintendents shall keep a record of their employes on their respective Divisions in which is entered their merits, demerits and terms of service. Persons entering the service to fill positions covered by this Agreement must be able to read and write, shall be subject to and required to pass uniform examinations, and shall comply with the regulations governing the use of standard watches. Physical examinations, if made, shall be without expense to the person being examined.

Section B - Application for Employment

(Article VII of the August 25, 1978 National Agreement)

1) Probationary Period: Applications for employment will be rejected within 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.

2) Omission or Falsification of Information: An employee who has been accepted for employment in accordance with Paragraph (1) will not be terminated or disciplined by the Carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employe would not have been hired if the Carrier had had

Article 1 Section B (Cont'd.)

timely knowledge of it.

Note: (FRISCO Agreement):

Rejection (disapproval) of an application is not subject to appeal or to the provisions of Article 50 (Discipline and Investigations).

Section C--Service Letters

Conductors or Brakemen leaving this Carrier's service, after fulfilling all applicable legal requirements, shall be furnished a service letter after making written request to the proper Carrier Officer.

ARTICLE 2—RATES OF PAY

Section A—Conductors and Brakemen Rates of Pay Effective October 1, 1978

(Passenger Rates Not Reproduced)

CARS OVER 100 MI.	CONDUCTORS		BRAKEMEN	
	*Daily	Mileage	*Daily	Mileage
				THROUGH FREIGHT
0	59.57	53.18	54.26	48.76
1-80	59.92	53.53	54.61	49.11
81-105	60.57	54.18	55.26	49.76
106-125	60.97	54.58	55.66	50.16
126-145	61.22	54.83	55.91	50.41
146-165	61.32	54.93	56.01	50.51
166-185	61.52	55.13	56.21	50.71
186-205	61.72	55.33	56.41	50.91
206-225	61.92	55.53	56.61	51.11
226-245	62.12	55.73	56.81	51.31

CARS OVER 100 MI.	CONDUCTORS		BRAKEMEN	
	*Daily	Mileage	*Daily	Mileage
				LOCAL FREIGHT
0	60.13	53.74	54.73	49.23
1-80	60.48	54.09	55.08	49.58
81-105	61.13	54.74	55.73	50.23
106-125	61.53	55.14	56.13	50.63
126-145	61.78	55.39	56.38	50.88
146-165	61.88	55.49	56.48	50.98
166-185	62.08	55.69	56.68	51.18
186-205	62.28	55.89	56.88	51.38
206-225	62.48	56.09	57.08	51.58
226-245	62.68	56.29	57.28	51.78

*Daily Rates apply to all service rendered except miles over 100. Mileage Rates apply to all miles over 100.

Article 2 Section C (Cont'd.)

CARS	CONDUCTORS		BRAKEMEN	
	*Daily	Mileage	*Daily	Mileage
OVER 100 MI.	BRANCH & MINE			
0	60.89	54.44	55.82	50.23
1-80	61.24	54.79	56.17	50.58
81-105	61.89	55.44	56.82	51.23
106-125	62.29	55.84	57.22	51.63
126-145	62.54	56.09	57.47	51.88
146-165	62.64	56.19	57.57	51.98
166-185	62.84	56.39	57.77	52.18
186-205	63.04	56.59	57.97	52.38
206-225	63.24	56.79	58.17	52.58
226-245	63.44	56.99	58.37	52.78

CARS	CONDUCTORS		BRAKEMEN	
	*Daily	Mileage	*Daily	Mileage
OVER 100 MI.	WORK TRAIN			
0	59.81	53.40	54.53	49.04
1-80	60.16	53.75	54.88	49.35
81-105	60.81	54.40	55.53	50.04
106-125	61.21	54.80	55.93	50.44
126-145	61.46	55.05	56.18	50.69
146-165	61.56	55.15	56.28	50.79
166-185	61.76	55.35	56.48	50.99
186-205	61.96	55.55	56.68	51.19
206-225	62.16	55.75	56.88	51.39
226-245	62.36	55.95	57.08	51.59

*Daily Rates apply to all service rendered except miles over 100. Mileage Rates apply to all miles over 100.

Article 2 Section C (Cont'd.)

CARS UNASSIGNED UNDER 101 MI.	THROUGH FREIGHT		LOCAL FREIGHT	
	COND.	BRK.	COND.	BRK.
0	60.92	55.62	61.48	56.09
1-80	61.27	55.97	61.83	56.44
81-105	61.92	56.62	62.48	57.09
106-125	62.32	57.02	62.88	57.49
126-145	62.57	57.27	63.13	57.74
146-165	62.67	57.37	63.23	57.84
166-185	62.87	57.57	63.43	58.04
186-205	63.07	57.77	63.63	58.24
206-225	63.27	57.97	63.83	58.44
226-245	63.47	58.17	64.03	58.64

CARS UNASSIGNED UNDER 101 MI.	BRANCH & MINE		WORK TRAIN	
	COND.	BRK.	COND.	BRK.
0	62.24	57.17	61.14	55.88
1-80	62.59	57.52	61.49	56.23
81-105	63.24	58.17	62.14	56.88
106-125	63.64	58.57	62.54	57.28
126-145	63.89	58.82	62.79	57.53
146-165	63.99	58.92	62.89	57.63
166-185	64.19	59.12	63.09	57.83
186-205	64.39	59.32	63.29	58.03
206-225	64.59	59.52	63.49	58.23
226-245	64.79	59.72	63.69	58.43

Article 2 Section C (Cont'd.)

CARS		LOCAL OR ROAD SWITCHER LOCAL		BRANCH & MINE	
UNASSIGNED UNDER					
101 MI.		COND.	BRK.	COND.	BRK.
0		62.21	56.82	62.98	57.91
1-80		62.56	57.17	63.33	58.26
81-105		63.21	57.82	63.98	58.91
106-125		63.61	58.22	64.38	59.31
126-145		63.86	58.47	64.63	59.56

CARS		WORK TRAIN		ROAD SWITCHER ---YARD	
UNASSIGNED UNDER					
101 MI.		COND.	BRK.	COND.	BRK.
0		61.90	56.58	65.51	61.50
1-80		62.25	56.93		
81-105		62.90	57.58		
106-125		63.30	57.98		
126-145		63.55	58.23	69.78	65.93

CARS	CONDUCTORS		BRAKEMEN	
	*Daily	Mileage	*Daily	Mileage
	UNION	ELECTRIC'S	UNIT COAL	TRAIN
0	63.77	57.39	58.35	52.86
1-80	64.12	57.74	58.70	53.21
81-105	64.77	58.39	59.35	53.86
106-125	65.17	58.79	59.75	54.26
126-145	65.42	59.04	60.00	54.51

*Daily Rates apply to all service rendered except miles over 100. Mileage Rates apply to all miles over 100.

Article 2 Section C (Cont'd.)

Local Freight Service (See Article 7.)

	Conductors Brakemen	
Minimum Daily Earnings	\$60.83	\$55.39
Daily and Mileage rates are determined by adding 56¢ for Conductors and 47. for Brakemen to through freight daily and mileage (per 100) rates.		

Deadheading (See Article 12.)

1st 100 miles	59.57./mi.	54.26./mi
Mileage over 100	53.18./mi.	48.76./mi.

Use Of Personal Automobile

(See Article 22	15./mile
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Company Mail Allowance

(Conductors)	\$1 .00/day
(Arbitrary allowance, per trip or tour of duty ---See Article 39, Section C.)	

Training Allowance (Conductors) \$4.00/day

(When a Student-Brakeman accompanies
his crew---See Article 44.)

Section B--Entry Rates

(Article IX of the August 25, 1978 National Agreement)

(1) Service First 12-Months

Employees entering service on and after the effective date of this Section B shall be paid as follows for all service performed within the first 12 calendar months of service when working in a

Article 2 Section C (Cont'd.)

capacity other than Conductor (Foreman), Footboard Yardmaster, Yardmaster or Car Retarder Operator:

a) For the first 12 calendar months of employment, new employes 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) Employes who have had an employment relationship with the Carrier and are rehired will be paid at established rate after completion of a total of 12 months' combined service.

c) Train service employes who transfer to the Fireman craft will be paid at established rates after completion of a total of 12 months' combined service, in both crafts.

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

(2) **Preservation of Lower Rates** (Not reproduced.)

Section C---Freight Service Basic Day and Overtime

Except where otherwise provided in this Agreement, 100 miles or less (straightaway or turnaround), 8 hours or less, shall constitute a day's work. Miles in excess of 100 shall be paid for at the mileage rate provided. On runs of 100 miles or less, overtime shall begin at the expiration of 8 hours; on runs of over 100 miles, overtime shall begin when time on duty exceeds the miles run divided by 12 1/2. Overtime shall be paid on

Article 2 Section C (Cont'd.)

the minute basis, at a rate per hour of $\frac{3}{16}$ of daily rate.

Section D---Fractions of Miles

Any fraction of a mile less than $\frac{5}{10}$ shall not be counted, $\frac{5}{10}$ and over and less than one mile shall be counted as one mile.

Section E---Cost-of-Living Allowances

The rates of pay in this Agreement include the cost-of-living allowances provided for in Article II of the August 25, 1978 National Agreement and are subject to the provisions of that Article.

Article 2 Section F

Section F - Time After Which Overtime Accrues

(On speed basis of 12 1/2 miles per hour)

Miles	Overtime After	Miles	Overtime After	Miles	Overtime After	Miles	Overtime After
100	8 hr	125	10 hr	150	12 hr	175	14 hr
101	8:05	126	10:05	151	12:05	176	14:05
102	8:10	127	10:10	152	12:10	177	14:10
103	8:14	128	10:14	153	12:14	178	14:14
104	8:19	129	10:19	154	12:19	179	14:19
105	8:24	130	10:24	155	12:24	180	14:24
106	8:29	131	10:29	156	12:29	181	14:29
107	8:34	132	10:34	157	12:34	182	14:34
108	8:38	133	10:38	158	12:38	183	14:38
109	8:43	134	10:43	159	12:43	184	14:43
110	8:48	135	10:48	160	12:48	185	14:48
111	8:53	136	10:53	161	12:53	186	14:53
112	8:58	137	10:58	162	12:58	187	14:58
113	9:02	138	11:02	163	13:02	188	15:02
114	9:07	139	11:07	164	13:07	189	15:07
115	9:12	140	11:12	165	13:12	190	15:12
116	9:17	141	11:17	166	13:17	191	15:17
117	9:22	142	11:22	167	13:22	192	15:22
118	9:26	143	11:26	168	13:26	193	15:26
119	9:31	144	11:31	169	13:31	194	15:31
120	9:36	145	11:36	170	13:36	195	15:36
121	9:41	146	11:41	171	13:41	196	15:41
122	9:46	147	11:46	172	13:46	197	15:46
123	9:50	148	11:50	173	13:50	198	15:50
124	9:55	149	11:55	174	13:55	199.0	15:55

Section G - Conversion Tables: Minutes to Pay-Miles

For use in converting minutes to pay-miles when registering mileage.

	Equivalent Miles			Equivalent Miles	
	Pro-Rata:	Time and One-half:		Pro Rata:	Time and One-half:
	Freight & Yard	Freight & Yard		Freight & Yard	Freight & Yard
1	--	--	31	6	10
2	--	1	32	7	10
3	1	1	33	7	10
4	1	1	34	7	11
5	1	2	35	7	11
6	1	2	36	8	11
7	2	2	37	8	12
8	2	3	38	8	12
9	2	3	39	8	12
10.	2	3	40	8	13
11	2	3	41	9	13
12	3	4	42	9	13
13	3	4	43	9	13
14	3	4	44	9	14
15	3	5	45	9	14
16	3	5	46	10	14
17	4	5	47	10	15
18	4	6	48	10	15
19	4	6	49	10	15
20	4	6	50	10	16
21	4	7	51	11.	16
22	5	7	52	11	16
23	5	7	53	11	17
24	5	8	54	11	17
25	5	8	55	12	17
26	5	8	56	12	18
27	6	8	57	12	18
28	6	9	58	12	18
29	6	9	59	12	18
30	6	9	60	13	19

ARTICLE 3---PASSENGER SERVICE

The rules (except as set forth below) pertaining to passenger service that were contained in the Conductors' Schedule, as revised effective October 1, 1955, and the Trainmen's Agreement, as revised effective March 1, 1953, are not reproduced. Should regular passenger service be reestablished, the above referred to rules shall apply, but the parties shall promptly meet and update those passenger rules.

Section A---Extra Passenger Service

All extra (unassigned) passenger work will be performed by the senior qualified passenger Conductor and Flagman. If none are available, the Conductor and Flagman vacancies will be filled in accordance with Article 19 (Extra Boards).

Section B---Troop Trains

Troop trains and trains of empty passenger equipment going to and returning from troop movements will be manned by pool freight crews at freight rate of pay.

Section C---Officers' Specials

1)Officers' Specials (including pay cars) or other passenger specials, unless otherwise specified, are to be paid passenger rates. Employees held for such special service at any point (if regularly assigned employees) shall be paid not less than they would have earned on their regular assignment.

2)Only Officers' Specials may be run through the established passenger terminals and be paid on continuous mileage. This provision is not intended to permit an employe to be used off his freight and/or passenger seniority district territory.

ARTICLE 4 - WORK TRAINS

Section A---Definition

1)A work train crew is a crew used for the loading or unloading of Company material, or other Company service, or for the hauling of train loads of Company material of any description, except coal, over all or a part of their district, when the material being handled is destined to the district upon which they are employed; or a run assigned 6 days or more (per week) to the handling (loading or unloading) of Company material of any description between points on 2 or more seniority districts, in which case they may be run through terminal if the total distance of the trip in one direction is not more than 100 miles. Where work train crews are assigned to 2 or more freight seniority districts, blanket (i.e., interdivisional) service rules shall apply.

2)Work train crews, whether protected as regularly assigned or unassigned service, may operate straightaway, turnaround, move back and forth or any combination thereof, without any limitation whatsoever except (when regularly assigned service) their assigned territorial limits.

Section B---How Manned

Work train service of less than 6 days need not be bulletined and shall be manned by pool crews, unless the Local Committees and the proper Carrier Officer have agreed to use extra employes. Work train service of 6 consecutive days or more shall be bulletined. This rule does not preclude the performance of work train service by other road crews under the provisions of Article 32 of this Agreement or to work train service per-

formed within switching limits under the provisions of Section 1 of this Article.

Section C---Bulletining Assignments

(1) Work trains may be bulletined and assigned as regular assigned service to work 6 days, 6 days or more, or 7 days (per week), on all or a part of a seniority district (see Section A above). Although such an assignment will have a designated layover point (i.e., home terminal of the assignment), it may be tied up wherever convenient on any particular day; but the crew must be returned (worked or deadheaded) to either the layover point or the home terminal of the district for the rest day, if the assignment has one. If possible, work trains shall be bulletined far enough in advance of commencing work to have the regular crew assigned.

Interpretation:

If a bulletined work train assignment does specify that the assignment is to tie-up daily at one particular location, then the crew must be worked or transported to that location for their rest each day.

(2)(a) Work train crews assigned 6 days or more (per week) shall not be required to remain within calling limits for use on the 7th day unless they are notified before 6:00 P.M. on the 6th day.

(b) If so notified and not used, they shall be paid one day's pay at their regular rate.

Section D---Guarantee

(1) When regular assigned crews in work train service are not called or used on runs or days called for in accordance with their bulletined as-

signment, they will be allowed a minimum day's pay for all days not worked. If through an Act of Providence it is impossible to perform regular service, this rule does not apply. When it is decided that an assignment is to be annulled more than 2 consecutive bulletined working days because of an Act of Providence, the assignment will, instead, be abolished and the regular assigned members of the crew will be allowed to exercise their seniority.

(2) Crews in unassigned work train service held away from home terminal shall be allowed a minimum day's pay at work train rate of pay for each calendar day held and not used.

Section E---Ten Hours Off Duty

Crews in unassigned work train service tied up at intermediate points shall automatically be under pay at the expiration of 10 hours off duty, unless subsequently used in work train service.

Section F---Duties of Conductors and Brakemen

Conductors and Brakemen shall not be required to perform any part of manual labor in work train service, such as handling cables, putting up or opening side or middle dumps, closing dump cars, putting in or taking out stakes, handling side boards, air or steam compressor or handling car plows. Neither shall Conductors nor Brakemen be required to act as Foremen.

Section G---Transporting Laborers

Regular work trains required to transport laborers to or from work shall be furnished an extra car for the accommodation of the laborers.

Article 4 Section H

Section H--Crews Eating On Wreckers

Crews handling wreckers shall be furnished their meals while en route to and from accident and working at same, when wrecking outfit is equipped with eating facilities.

Section I--Operated Within Switching Limits

Road Conductors and Brakemen shall have the right to man work trains that are operated partly within switching limits and partly on the road adjacent to such switching limits. Exception: Where 2 or more crews are employed in work train service operating partly on the road and partly in a yard within the same seniority district, the Local Committees may insist on a division of such service, if practicable, to permit a yard crew or crews to perform that portion of the work that is within the switching limits. Yardmen shall have the right to man all work train service operating exclusively within the recognized confines of switching limits.

Note: Work trains may handle revenue loads in accordance with Article 32, Section B(4).

ARTICLE 5--MINE SWITCHERS

Section A--Mine Switcher Assignments

(1) Mine switchers shall be assigned to specific territorial limits within a recognized mine territory to perform mine switching, but they may also perform any other freight service within their assigned territory. Mine switchers may be bulletined for 6 or 7 days per week. When bulletined for 6 days per week, the rest day shall be specified in the bulletin. The initial bulletin es-

tablishing such assignment will also define the territorial limits of the assignment. The crews working on these assignments may be required to make as many trips within these limits as may be necessary for doing their work.

② Nothing in this Article shall establish a "closed" territory for mine switcher service. Other crews in the same seniority district may perform any incidental work that is ordinarily performed by mine switcher crews at any time, and they will not be entitled to any additional compensation except where through freight crews are entitled to additional compensation for mine switching under provisions of Article 32, Section A(1)(b).

Section B---Pittsburgh Territory

On one of the crews assigned to a mine switcher, Pittsburgh Territory, the Brakemen shall receive Yard Helper rate of pay and the Conductor shall receive Yard Foreman rate of pay.

Section C---Guarantee

1)When regular assigned crews in mine switcher service are not called or used on runs or days called for in accordance with their bulletined assignment, they will be allowed a minimum day's pay for all days not worked. If through an Act of Providence it is impossible to perform regular service, this rule does not apply. When it is decided that an assignment is to be annulled more than 2 consecutive bulletined working days because of an Act of Providence, the assignment will, instead, be abolished and the regular assigned members of the crew will be allowed to exercise their seniority.

2)When a regular assigned crew at an outly-

ing point is not called or used on runs or days called for in accordance with their bulletined assignment, and there is an Extra Conductor or Brakeman filling a vacancy on the crew, this Extra Conductor or Brakeman may be required to remain on the assignment and will be paid a minimum day's pay for each calendar working day so held.

Section D---Used Off Assignment

If a regular assigned mined switcher crew is run out of the limits of their assignment, they shall be allowed a separate day's pay for such service and time (i.e., such miles and time that they are off their assignment shall be deducted from their regular service trip and will be paid for as a separate day).

Note: Article 32, Section C defines mine work.

Section E---Starting Time

The provisions of Article 7, Section D are applicable.

ARTICLE 6---ROAD SWITCHERS

Section A---Road Switcher Assignments

1) Road switcher assignments shall be designed by bulletin as either road switcher--local or road switcher--yard.

Note: A road switcher--yard assignment is an assignment which consistently performs more than one-half of its on-duty time switching at one station.

2) Road switchers will be bulletined for 6 days per week and the rest day shall be specified

in the bulletin. The crews shall be paid on a daily basis, 8 hours or less to constitute a day, without regard to the mileage run.

3) Road switcher assignments must be bulletined with definite territorial assignment limits; such assignment not to exceed a distance of 40 miles straightaway (i.e., the maximum distance that can be traveled in any one straightaway movement and, consequently, not a limitation on the total mileage that can be assigned). Only the initial bulletin will define the territorial limits of the assignment. Such assignments may operate straightaway, turnaround, move back and forth or any combination thereof, without any limitation whatsoever except their assigned territorial limits.

4) Nothing contained in this Article shall establish a "closed" territory for road switcher service. Other crews in the same seniority district may perform any incidental work that is ordinarily performed by road switcher crews at any time, and they will not be entitled to any additional compensation except where through freight crews convert to local freight rate of pay under Article 32.

Section B---Guarantee

(1) When regular assigned crews in road switcher service are not called or used on runs or days called for in accordance with their bulletined assignment, they will be allowed a minimum day's pay for all days not worked. If through an Act of Providence it is impossible to perform regular service, this rule does not apply. When it is decided that an assignment is to be annulled more than 2 consecutive bulletined working days because of an Act of Providence,

the assignment will, instead, be abolished and the regular members of the crew will be allowed to exercise their seniority.

(2) When a regular assigned crew at an outlying point is not called or used on runs or days called for in accordance with their bulletined assignment, and there is an Extra Conductor or Brakeman filling a vacancy on the crew, this Extra Conductor or Brakeman may be required to remain on the assignment and will be paid a minimum day's pay for each calendar working day so held.

Section C---Used Off Assignment

If a regular assigned road switcher crew is run out of the limits of their assignment, they shall be allowed a separate day's pay for such service and time (i.e., such miles and time that they are off their assignment shall be deducted from their regular service trip and will be paid for as a separate day).

Section D---Starting Time

The provisions of Article 7, Section D are applicable.

ARTICLE 7---LOCAL FREIGHT SERVICE

Section A---Local Freight Assignments

1)Local freight assignments may be bulletined and assigned straightaway or turnaround, 6 or 7 days per week. They may also be assigned to make side trips. The assignment can be different on different days of the workweek.

2)Local freight trains manned by regular assigned crews may be annulled at the home ter-

minal of the assignments, and the assigned crews can be called later (within 12 hours of the scheduled or bulletined starting time) to operate the trains as extra trains without it being construed as being a violation of the existing Agreement.

Note: Article 32, Section D(2) defines local freight work.

Section B---Guarantee

(1) When regular assigned crews in local freight service are not called or used on runs or days called for in accordance with their bulletined assignment, they will be allowed a minimum day's pay for all days not worked. However, if the crew's assignment is annulled and they are deadheaded to their other terminal to resume service the next workday, they will be allowed a minimum day's pay or deadhead pay, whichever is the greater, but not both. If through an Act of Providence it is impossible to perform regular service, this rule does not apply. When it is decided that an assignment is to be annulled more than 2 consecutive bulletined working days because of an Act of Providence, the assignment will, instead, be abolished and the regular members of the crew will be allowed to exercise their seniority.

(2)(a) A regular assigned local freight crew that is called and does perform work on a portion of their assignment will be entitled to the bulletined mileage of their assignment.

(b) When local freight assignments are operated but are turned short of the bulletined turning point (when assigned as turnaround service) or tied up short of the bulletined tie-up point

(where assigned in turnaround or straightaway service) on any day, the members of the crew will be paid on the basis of either the bulletined mileage for the day or actual hours, whichever is greater. On all such occasions, overtime will commence on the basis of the bulletined mileage divided by 12 1/2, in the same manner as if the assignment had operated as bulletined for that day. This rule does not apply when the assignment is tied up short of destination under the provisions of Article 35, Section C (tying up under the law) or when the assignment is completely annulled for the day (in which event, Paragraph (1) above is applicable). This provision for paying the bulletined mileage also applies to an Extra Conductor or Brakeman who is protecting a vacancy on the assignment.

(3) When a regular assigned crew at any outlying point is not called for or used on runs or days called for in accordance with their bulletined assignment, and there is an Extra Conductor or Brakeman filling a vacancy on the crew, this Extra Conductor or Brakeman may be required to remain on the assignment and will be paid a minimum day's pay for each calendar working day so held.

Section C---Used Off Assignment

If a regular assigned local freight crew is run out of the limits of their assignment, they shall be allowed a separate day's pay for such service and time (i.e. such miles and time that they are off their assignment shall be deducted from their regular service trip and will be paid for as a separate day).

Article 7 Section D

Section D—Starting Time

1)Regular assignments in regularly assigned road freight service (i.e., mine switcher, road switcher, and local freight assignments) shall have a bulletined starting time for each day on which they are assigned to commence duty.

2)At the home terminal (layover point) of an assignment in regularly assigned freight service, the crew may properly be instructed to report for duty for the assignment at any time within the 12-hour period commencing with the designated starting time. Subject to the following exception, if the assignment is not called for service during the 12-hour period on the days that the assignment is bulletined to commence duty at the home terminal of the assignment, it is understood that the assignment is thereby annulled for the day and that the regularly assigned crew is entitled to the earnings protection provided by the guarantee provisions applicable to that class of road service. In such a case, if there is any work of the assignment that must be performed, it may be absorbed by other crews in assigned service on the territory or by pool freight crews. Nothing in this rule is intended to require the Carrier to hold the train for the expiration of the assigned crew's rest.

Exception:

A crew in regularly assigned road freight service will be called and used on their assignment after the above 12-hour limitation at the home terminal of the assignment if such is made necessary because of the crew, or any member thereof, is not rested under the law. In such event the crew must be called upon expiration of the longest period of rest required of

any member of the crew or the assignment shall be considered to be annulled.

This Paragraph (2) applies only to the home terminal of the assignment and it is recognized that there is no 12-hour restriction on the on-duty time at the away-from-home terminal of the assignment or at intermediate points where the crew may have been tied up under the law.

ARTICLE 8—CIRCUS TRAINS

a) Crews assigned to circus trains will be paid through freight rates and will be allowed 150 miles' pay for each move. They will not be required to do any work that does not pertain to these trains while assigned to them. This Article not to apply when a continuous run is made from terminal to terminal. It is understood that the words "assigned to circus train" mean that when a crew places and waits to load or unload a circus train, or both, the 150-mile minimum will apply. When crews assigned to circus trains are held over Sunday at any point with circus, they will be allowed 150 miles' pay unless used in some service. When used in other service they will be allowed 150 miles' pay, unless mileage made in other service exceeds 150 miles, in which case actual mileage will be allowed.

b) Train crews going from a terminal to a circus train assignment will be allowed not less than a minimum day's pay, and when released from circus train between terminals, they will be allowed actual mileage or hours to division terminal, or paid regular rates in whatever service used.

Article 9

ARTICLE 9--PILOTS

Section A---Assignments

1)All locomotives running light (i.e., without cars or caboose) and trains from foreign lines shall be piloted by a Conductor-Pilot from the seniority district over which they work; also trains from other districts when employees are not familiar with the territory. In case a Conductor is not available, a competent Brakeman shall be used, who shall receive Conductor's rate of pay. Conductor-Pilot assignments may be bulletined for 6 or more days a week.

Exception:

When a light locomotive is to be piloted district terminal to district terminal, the Carrier may use the Conductor on the first-out pool crew as the Pilot, provided the Brakemen on that pool crew are deadheaded on that light locomotive and there are seats available for each member of the crew (excluding the unpadded seat box on yard locomotives).

2)A Conductor-Pilot is not required when the foreign line has joint trackage rights on the Frisco trackage on which its train is operating. However, Frisco Conductor-Pilots will be used on such trains until the foreign line employees are qualified under Frisco Transportation Department Rules.

Section B---Piloting Locomotives To Shops

Where a crew is off duty at an outlying point and it becomes necessary to run the locomotive to the shop, the regular Conductor, if available, shall pilot the locomotive. If he is not available, the Pilot vacancy will be filled under the provisions of Article 21, Section A(2).

Article 9 Section C

Section C---Self-Propelled Machines

(Article III of the June 25, 1964 National Agreement, unless otherwise indicated)

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

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

Note 1: Self-Propelled machines for the purpose of this Section C means such equipment operated on rails.

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

Note 3: Main-line territory means main line and branch lines in road territory outside of switching limits but not spurs or the like.

Note 4: Train orders is used in the vernacular of train men as defined in the Operating Book of Rules. (X, Y, and Z orders and "track and time" have been interpreted as not being train orders under the above. See Awards Nos. 243 and 244 of P.L.B. No. 717.)

b)(Applies to yard service---not reproduced.)

(2) (Applied to Engineers and Firemen---not reproduced.)

Article 9 Section C (Cont'd.)

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 Section C does not alter any existing rules or practices except as specifically stated herein.

4) (Implementing protective conditions---not reproduced.)

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

Notes (FRISCO Agreements):

i) One Pilot only is necessary (if required under this Section C) for any group of self-propelled machines, provided the distance between the first and last machine does not exceed one mile.

ii) Pilots will not be required where work train crew is in charge and work is in conjunction with that of the work train.

Section D---Rates of Pay

1) Conductor-Pilots will be paid passenger rate for piloting passenger trains and through freight rate for piloting any type of freight trains. They will be paid work train rate of pay for piloting self-propelled vehicles and machines under the provisions of Section C above.

2) The initial and final terminal delay rules do not apply to Conductor-Pilots.

Article 10

ARTICLE 10—INTERDIVISIONAL SERVICE

(Article XII of the January 27, 1972 National Agreement)

Note: As used in this Article 10, the term interdivisional service includes interdivisional, intradivisional and/or intraseniority district service.

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

Section A

With respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended the carriers may proceed as follows:

1)A letter of intent setting forth the particulars of the service to be established will be served on the Organization, provided that not more than 2 such letters of intent are permitted to be pending concurrently and that each letter of intent may involve no more than 3 separate proposed operations.

2)A meeting will be held within 10 days of the date of the letter of intent, attended by representatives of the Railway Company and the General Committee or Committees, and a "Task Force" will be appointed for the purpose of meeting and discussing the details of operation of the runs specified in the Carrier's letter of intent, and reach an agreement if possible. The Railway Company and the General Chairman or General

Chairmen may each designate representatives to serve on the "Task Force".

3) During a period of 30 days following the date of the letter of intent the Task Force will discuss the details of operation and working conditions of the proposed runs but if the parties are unable to agree, at the end of the 30-day period the run or runs will be operated on a trail basis until completion of the procedures referred to in Paragraphs (5) and (6).

4) Subsequent to the 30-day period in which the operation is discussed by the Task Force, the assignments will be placed in effect and operated by the Carrier on the basis of working conditions referred to in Section C for a test period of 60 days.

5) At the end of the 60-day test period referred to in Paragraph (4) the parties will hold conferences for the purpose of negotiating an agreement to cover the operation of the interdivisional assignments.

6) If the parties have not reached agreement within 30 days following the 60-day test period, the matter will be submitted to the ranking labor relations officer of the Railway Company and a vice president of the UTU for disposition. If not disposed of within 30 days by them, the matter will be submitted to arbitration for final and binding decision in accordance with the Railway Labor Act. Decision of the Arbitration Board will be made within 180 days after the date of the letter of intent referred to in Paragraph (1).

Section B

With respect to runs which an individual carrier proposes to operate through a home terminal

or home terminals of the run or runs it proposes to extend pursuant to this Article, the following procedures will be followed:

(1)(a) The Carrier may serve notice of intent to establish a rule under which such runs may be established. Within 10 days of receipt of such notice by the Organization, its authorized representatives and those of the Carrier shall meet for the purpose of establishing conditions, consistent with the minimum requirements of Section C of this Article, to be included in such a rule. If agreement is not reached by those representatives within 90 days of the notice of intent, the matter will be referred to a Task Force for final and binding determination of such conditions.

b)The Task Force shall consist of one member to be appointed by the management of the individual carrier, one member appointed by the Organization and one neutral member to be appointed by the National Mediation Board. The decision of this Task Force prescribing the conditions under which such runs may be established consistent with the minimum requirements of Section C of this Article shall be made within 180 days of this notice of intent.

c)In its decision the Task Force shall include among other matters decided the provisions set forth in Article 11 of this Agreement for protection of employes adversely affected as a result of the discontinuance of any existing runs or the establishment of new runs resulting from application of this rule, and in addition may give consideration to whether or not such rule should contain a provision that special allowances to home owners should be included because of moving to comparable housing in a higher cost real estate area.

(2) Upon establishment of the rule provided for in Paragraph (1)(a), above, the Carrier may serve a letter of intent on each affected General Chairman of its intention to establish such runs. The Carrier may have no more than 2 letters of intent pending concurrently and each letter of intent may involve no more than 3 proposed operations. Within 10 days of the date of the letters of intent provided for herein the authorized representatives of the Carrier and the Organization will appoint a Task Force to discuss and agree upon the details of operation and working conditions of the proposed run or runs, but if the parties are unable to agree within 30 days of the date of the letter of intent, the matter will be submitted to arbitration for final and binding decision in accordance with the Railway Labor Act. The decision of the Arbitration Board will be made within 60 days of each letter of intent provided for herein.

Section C

Reasonable and practical conditions shall govern the establishment of the runs described above including but not limited to the following:

1) All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.

2) When crews are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crews.

3) Crews will be allowed a \$2.75 meal allowance after 4 hours at the away-from-home terminal and another \$2.75 allowance after being held an additional 8 hours.

(4) In order to expedite the movement of interdivisional runs, crews on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than 100 miles, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than 100 miles are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1.50 for the trip.

Section D

Interdivisional, interseniority district, intradivisional or intraseniority district service in effect on the date of this Agreement is not affected by this Article 10.

Section E

The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional, interseniority district, intradivisional or intraseniority district service where restrictions did not exist prior to the date of this Article 10.

ARTICLE 11 **PROTECTION OF EMPLOYEES** (Article XIII of the January 27, 1972 National Agreement)

The scope and purpose of this Article is to provide, to the extent specified herein, for fair and equitable arrangements to protect the interests of certain of the Carrier's employes represented by the United Transportation Union who are adversely affected by the application of Article 27-Interchange, Article 29, Section A(4)-Road-Yard Movements, and Article 10-Interdivisional

Article 11 Section A

Service of this Agreement; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this Article.

Section A---Definition

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

1)"Implementation" means the application and implementation of the provisions of Article 27-Interchange, Article 29, Section A(4)-Road-Yard Movements, and Article 10-Interdivisional Service of this Agreement.

2)"Displaced Employee" means a Carrier employe represented by the UTU who as a result of an Implementation is placed in a worse position with respect to his compensation.

3)"Dismissed Employee" means a Carrier employe represented by the UTU who as a result of an Implementation is deprived of employment with the Carrier because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of an Implementation.

4)"Protective Period" for employes 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 employe shall extend from the date he is displaced or dismissed for a period of time equal to the length of time which such employe has seniority in the craft or class at the time he is adversely affected. In no event, however, will the Protective Period extend beyond the employe's 65th birthday.
Where an

employee holds seniority as a Conductor and Brakeman or Yardman, 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 Section B(2) of this Article means the 6-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, the earlier seniority date shall govern.

Section 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 10-Interdivisional Service.

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 E of Article 27-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 Imple-

Article 11 Section B (Cont'd.)

mentation.)

c) Regularly assigned employees assigned to interchange or transfer crews adversely affected by the interchange of solid trains provision under Section A of Article 27-Interchange.

d) Employees of Terminal Companies adversely affected either directly or indirectly by the interchange of solid trains provision under Section A of Article 27-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 27-Interchange, other than those covered by Subparagraphs (b) and (c) of Section B(1) of this Article or Article 29, Section A(4)-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 and the foregoing.

Section 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 compensa-

tion 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 12-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 afore-

Article 11 Section H (Cont'd.)

said 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.

Section 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 1/12 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 trans-

Article 11 Section H (Cont'd.)

action. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which would have occurred during the specified 12-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 C.

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 employe, or his representative, and the Carrier shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employe in employment other than with the Carrier, and the benefits received.

4)The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employe's resignation, death, retire-

Article 11 Section H (Cont'd.)

ment, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the Carrier from which he was dismissed after being notified.

Section 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.

Section F---Fringe Benefits

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

Section 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

Article 11 Section H (Cont'd.)

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 employe receiving a displacement allowance is subsequently placed in a worse position by reason of a seasonal fluctuation or a decline in business, so long as he continues in such position for that reason the amount paid him as his displacement allowance shall continue unchanged.

3)In the event that a Displaced Employe is deprived of employment with the Carrier as the result of a seasonal fluctuation or a decline in business, his dismissal allowance shall be the amount which was being paid him as his displacement allowance. An employe other than a Displaced Employe who is deprived of employment as the result of a seasonal fluctuation or a

Article 11 Section H (Cont'd.)

decline in business shall not be paid any protective benefits under this Article.

Section 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 members 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

Article 11 Section H (Cont'd.)

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 employe was adversely affected by an Implementation, it shall be his obligation to identify the adverse effect and specify the pertinent facts relied upon. If the facts so stated are sufficient to support a finding that the employe was so adversely affected by an Implementation, it shall then be the Railroad's burden to disprove those facts or prove that other factors affected the employe.

Section I---Change of Residence

Any Displaced Employe required to change his residence because of the Implementation of Article 10-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 "2 working days" as provided in Section 10 of said Agreement, and in addition to such benefits shall receive a transfer allowance of \$400.00. The National Mediation Board is substituted for the Interstate Commerce Commission in Section 11(d) of said Agreement. Change of residence shall not be considered "required" if the reporting point to which the employe is changed is not more than 30 miles from his former reporting point.

Article 11 Section J

Section J---No Duplication of Benefits

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms, conditions, responsibilities and obligations of both the Carrier and employe under such agreements, in lieu of the benefits provided in this Article. There shall be no duplication or pyramiding of benefits to any employes.

ARTICLE 12---HELPER-PUSHER SERVICE

a)Pusher or helper service may be established or reestablished on the following territories:

Newburg to Dillon
Newburg to Jury
Monett to Globe
West Fork to Chester
Talihina to LaFlore
Ft. Scott to Edwards
Crystal City to St. Louis
Iron Hill (Rolla Subdivision)
Kansas City to Lenexa

b)It will not be necessary to use a Conductor or Brakeman with a helper or pusher locomotive. However, the engine crew will not be permitted to handle any cars other than the train it is helping or pushing.

c)It is recognized that the exigencies of the business may require the establishment of pusher or helper service on additional territories to maintain the tonnage intact over grades, in which event the matter shall be settled by negotiations between the General Chairman and the Director of Labor Relations.

**ARTICLE 13--ASSIGNMENTS--
EXERCISING SENIORITY**

Section A---Regular Assignments

Regular assigned crews shall be kept on their regular assignments, unless otherwise provided for in this Agreement.

Section B---Earnings Protection---"Make Whole"

If a Conductor or Brakeman is used off his regular assignment in the same grade of service, in no case shall he be paid less than he would have earned on his regular assignment. The loss of earnings is to be computed in the same manner that Article 21, Section C provides for Brakemen who are used as Emergency Conductors except all service (Emergency Brakeman and Conductor) earnings shall be included in the computations.

Section C---Displacement Rights

1)A Conductor or Brakeman who has been displaced for any reason may displace any junior Conductor or Brakeman in accordance with the provisions of this Agreement (or he may exercise any Yardman seniority rights he may have in accordance with the provisions of the Yardmen's Schedule and Article 24, Section F of this Agreement).

2)A Conductor or Brakeman who has been displaced may also elect to displace (bump) onto any assignment that is under bulletin (whether occupied by a junior employe or unoccupied) and thereupon assume the assignment if he has bid on the assignment. Such a bid cannot be withdrawn. Consequently, if there is no bid from an employe

who is senior to the displacing employe, the displacing Conductor or Brakeman will remain assigned to the assignment when the bulletin expires.

3)When a Conductor or Brakeman is displaced from his assignment, or becomes assigned to another assignment, he shall be so notified at once by the Carrier.

4)When a Conductor or Brakeman who has been displaced has not exercised his seniority within 8 hours after the time he was notified of his displacement, he will be considered to be laying off. In such a case, he must (when he does displace) comply with the provisions of Article 16, Section A.

Note: That part of the above provision which reads, "time he was notified" means the "time the Conductor or Brakeman is contacted personally by the proper Carrier representative by telephone or otherwise", and the 8 hours, referred to above, will commence to run from that time.

5)When a Conductor or Brakeman is displaced (bumped) under agreement rules from either a temporary assignment or a regular assignment, he will be promptly released and permitted to exercise his seniority. If the employee who thus exercises his displacement rights fails to immediately assume (i.e., assume it on the next trip that is commenced at the lay-off point, as defined in Article 16, Section C) the assignment by reason of taking vacation or exercising his seniority rights to a temporary (6-day) vacancy on some other assignment (for these 2 reasons only), the displaced (bumped) employe will con-

tinue to hold the assignment during this interim of time or until he is otherwise relieved or displaced under other provisions of this Agreement.

6)A displacement cannot become effective for that trip or shift if it occurs, either, less than 90 minutes prior to the on-duty time of the assignment or after another Conductor or Brakeman has been actually called; nor can it occur at other than the lay-off point of the assignment. (See Article 16, Section C and the exception in Section D of that Article.)

7)When a regular assigned Conductor or Brakeman who is occupying a temporary (6-day) vacancy on some other assignment is displaced from his regular assignment, he may not exercise his displacement rights onto another regular assignment (if he elects to remain on the temporary vacancy) until displaced from that temporary vacancy. However, he may do so if he elects to immediately assume the new regular assignment. (See Article 15, Section A(3) in regard to situations where the employe is displaced from a 6-day vacancy.)

Section D---Giving Up Assignments

(1)(a) A Conductor may voluntarily give up a regular assignment to revert to the Conductors' Extra Board or to displace a Conductor in pool service if there is a junior Conductor assigned to the Extra Board or in pool service (at the time of his notification and at the time the bulletin expires). Similarly, a regular Pool Conductor can give up his regular assignment to revert to the Extra Board if there is a junior employe on the Extra Board (at the time of his notification and at the time the bulletin expires). Subject to those conditions, when a Conductor desires to give up

a regular assignment and revert to the Conductors' Extra Board or to displace a Conductor in pool service, he must give written notification to the Caller or proper Carrier Officer and to the Conductors' Local Chairman (failure of the Local Chairman to receive his copy of the notification does not invalidate the request). Upon receipt of such notification, the Conductor's assignment will be bulletined. The Conductor who is giving up the assignment will be required to remain on the assignment during the life of the bulletin and will not be allowed deadhead pay when released from the assignment.

(b) Similarly, a Brakeman may voluntarily give up assignments the same as specified in the above paragraph.

2) If there is no junior Conductor (or Brakeman) assigned to the Conductors' (or Brakemen's) Extra Board, or regular assigned in pool service at the time the bulletin expires, the bulletin will be cancelled and the assigned Conductor (or Brakeman) will retain his assignment.

3) A Conductor (or Brakeman) may not, under the provisions of this Section, displace another Conductor (or Brakeman) who is occupying a temporary (6-Day) vacancy in pool service, unless the Conductor (or Brakeman) to whom the pool assignment regularly belongs is the junior Conductor (or Brakeman) in that set of pool crews and is junior to the Conductor (or Brakeman) who is reverting.

4) A Conductor (or Brakeman) who gives up his regular assignment under the provisions of this Section D in order to revert to the Extra Board or to displace in pool service, will not be permitted to bid on the vacancy that he created,

unless he has been displaced since he left the assignment.

5) This Section D does not permit a Conductor to give up a Conductor's assignment to exercise seniority as a Brakeman. It does not permit a Brakeman to give up a Brakeman's assignment in order to exercise seniority as a Conductor. It does not permit a Road Conductor or Brakeman to give up an assignment to exercise seniority as a Yardman, or vice versa.

6) Upon expiration of the bulletin the Conductor (or Brakeman) voluntarily giving up his assignment must displace the youngest Conductor (or Brakeman) in pool service or may revert to the Extra Board. Where there is more than one set of pool crews on the seniority district, he may exercise his seniority to the set of pool crews of his choice; but he must displace the youngest Conductor (or Brakeman) in that set of pool crews.

Section E---Other Rules

1) Other provisions of this Agreement provide that an employe may not bid or exercise his seniority while he is on vacation and this includes giving up an assignment.

2) Article 16, Section C provides that assignments shall be relinquished or assumed, as a result of the exercise of seniority, only at the defined lay-off point, subject to the exception contained in Section D of that same Article.

ARTICLE 14--BULLETINING RUNS AND VACANCIES

Section A---New Runs Defined

When the assigned mileage of any assignment in regularly assigned road service is increased or decreased, if the home or the away-from-home terminal of the assignment is changed, or the assigned starting time is changed 3 hours or more, the assignment will be rebulletined.

Section B---Bulletining Runs and Vacancies

(1)(a) All new regular assignments shall be bulletined as far in advance of their establishment as possible and all vacant existing regular assignments shall be bulletined immediately upon becoming vacant. In each case, the assignment shall be bulletined for 5 days. Bids shall be received until 11:00 A.M. of the 5th day and assignment made effective at 12:01 P.M. of the 5th day. The bulletin shall be posted on the date of the bulletin and that date shall start the computation of the 5 days referred to.

b) If a bulletin is posted late or is not posted at all at any outlying point, and there is a senior employe at that point who desires the job, who did not have an opportunity (or sufficient opportunity) to bid on the bulletined assignment, the proper local Carrier Officer and the Local Chairman are empowered to agree to correct the situation and permit this senior employe to obtain and assume the assignment.

c) Vacancies caused by regularly assigned Conductors or Brakemen being absent for any cause (time off on paid vacation not to be included) more than 30 days shall be considered permanent and bulletined at the expiration of 30

days. The employee who is absent, creating such vacancy, shall be permitted to exercise his seniority in accordance with agreement rules upon his return to service.

d) A vacancy shall be determined to be a 30-day vacancy by counting the calendar days commencing with the first workday of the regularly assigned employee's absence. Work and rest days occurring thereafter shall be counted. For instance, if a regularly assigned employee with a rest day of Sunday lays off at the completion of the Saturday shift, the days of the vacancy shall be counted as commencing Monday and all work and rest days occurring thereafter shall be considered in computing the length of the vacancy. Paid vacation periods (7 days per week) of the absent employee shall not be counted in determining 30-day vacancies, but days of absence immediately before and after the vacation will be counted as though they were consecutive days.

e) The senior employee bidding on a bulletined vacancy shall be assigned immediately. New regular assignments or vacancies that are worked while under bulletin, shall be filled by extra employees until a regular assignment is made, except as provided in Article 13, Section C(2) and Section D(1), Article 15, Section F, or other provisions of this Agreement.

f) In the event there is no bid received for a Freight Conductor's bulletined vacancy, the junior Emergency Conductor working as a Brakeman on that seniority district will be assigned.

g) In the event there is no bid received for a Brakeman's bulletined vacancy, the junior Brakeman on the Extra Board will be assigned.

(h) Where bulletins on 2 assignments expire simultaneously and no bids are received for either bulletined vacancy, the senior employe to be forced assigned will be given his choice of the involved assignments. If there are 3 forced assignments thus involved, the senior employe of the 3 to be forced assigned will be given his choice and then the second senior employe will be given his choice of the remaining 2 assignments.

2)Copies of all bulletins pertaining to new assignments or permanent vacancies shall be sent to involved Local Chairman. Bids shall be made in writing, be witnessed, timed and dated. The original copy shall be addressed to the officer who signs the bulletin, a copy sent to the Local Chairman and a copy retained by the Conductor or Brakeman who files the bid. Conductors or Brakemen bidding on more than one vacancy at the same time shall designate first choice, second choice, etc. Failure to send a copy of a bid to the Local Chairman will not invalidate the bid but will preclude any appeal by that employe if he contends a junior employe was erroneously assigned.

3)A Conductor or Brakeman who is on vacation, on leave of absence, laying off or otherwise unavailable for work during the **entire** bulletined period may not bid on a bulletined assignment. However, he will be permitted to exercise his seniority on such assignment upon his return to service, provided a junior employe was assigned.

4)A Conductor or Brakeman newly assigned to a bulletined vacancy will not be permitted to report for duty on the assignment until at least 1 hour and 30 minutes after the effective time of

the assignment, provided there is an Extra Conductor or Brakeman available.

5)A Conductor or Brakeman will not be permitted to bid from one crew to another in the same set of pool crews in the same grade of service (i.e., Conductor or Brakeman).

6)After an employe submits a bid (application) for a bulletined assignment, if he later decides that he does not want the bulletined assignment, he may notify (in writing) the Caller or proper local Carrier Officer before expiration of the bulletin that he does not want the assignment and is withdrawing his bid. After the bulletin expires at 11:00 A.M., a bid cannot be withdrawn. Article 13, Section C(2) also provides that an employe who has displaced onto an assignment while it was under bulletin, may not withdraw his bid.

7)A Conductor or Brakeman cannot bid on a bulletined assignment if he created the vacancy, unless he has been displaced after leaving the assignment.

8)Conductors or Brakemen who have seniority as Yardmen or who have Yardmaster rights will be permitted to bid in and retain a position covered by the Yardmen's and Yardmasters' Agreements and shall not be subject to forced assignments as Conductors or Brakemen.

ARTICLE 15—TEMPORARY (6-DAY) VACANCIES

Section A---Claiming 6-Day Vacancies

(1) When a temporary vacancy has existed for 6 days in regularly assigned road service (other than assigned passenger) or pool crew service, the

senior employe (Conductor or Brakeman) on the district who has made written application for the temporary vacancy will be assigned, unless otherwise provided for in this Agreement. The number of days of a temporary vacancy shall be counted commencing on the first workday of the regular assigned employe's absence, in the same manner that Article 14, Section B(1)(d) provides for 30-day vacancies.

2)Applications for temporary (6-day) vacancies must be received by the 6th day and assignments will be effective at 12:01 A.M. on the 7th day.

3)When an employe who is holding a temporary (6-day) vacancy is displaced from that vacancy, he may displace a junior employe from another temporary (6-day) vacancy, he may displace onto a 6-day vacancy that is being protected by the Extra Board, or he may return to his regular assignment.

Section B--Additional Vacancy On Same Assignment

A temporary (6-day) vacancy shall be considered a new temporary (6-day) vacancy at the expiration of each 6-day period after (if) it is vacated. For example, after a temporary (6-day) vacancy is claimed and assumed by an employe, if he then leaves it for any reason while the vacancy continues to exist, it will be considered another temporary (6-day) vacancy at the end of the 6-day period from the day last vacated (counting the days in the same manner as the original vacancy), but it shall become a permanent (30-day) vacancy on the basis of counting the days since the absence of the regularly assigned employe began.

Article 15 Section C

Section C---Limitation on Right to Claim Vacancy

An employe will not be permitted to claim and be assigned to a temporary (6-day) vacancy in the same set of pool crews in the same grade of service (i.e., Conductor or Brakeman) to which he is regularly assigned. Thus, an employe may not, in this manner, move from a Brakeman's assignment on one pool crew to a Brakeman's assignment on another pool crew in the same set of pool crews.

Section D---Qualification to Claim Vacancy

1)An employe must have a regular assignment or be assigned to the Extra Board before he can claim a temporary (6-day) vacancy. If an employe has been displaced from his assignment and desires to displace onto or claim a temporary (6-day) vacancy, he must first displace onto an (regular or Extra Board) assignment and may then, simultaneously, displace onto or claim a 6-day vacancy.

2)An employe filling a temporary (6-day) vacancy which he has claimed under Section A of this Article cannot claim another temporary (6-day) vacancy while he is working a temporary (6-day) vacancy).

Section E---Claimant Must Assume Vacancy

An employe who claims and is assigned to a temporary (6-day) vacancy, must immediately assume the vacancy and cannot, of his own volition, remain on his regular assignment. An employe who is occupying a temporary (6-day) vacancy at the time that he is the successful bidder on a bulletined assignment, may elect to remain on the temporary (6-day) vacancy, but he

must make this election known no later than the time the assignment is made.

Exception:

If his 6-day and his new regular assignment are both in the same set of pool crews, he must immediately assume the regular assignment.

Section F---Claimant Retains Vacancy

Where an employe is assigned to a temporary (6-day) vacancy, he will hold it until he is displaced by: the assignment being abolished or the assignment is rebulletined and assigned because there is a change of conditions which cause it to be bulletined; the regularly assigned employe returning to the assignment; a senior employe exercising displacement rights; or a newly assigned employe reports for it (after the assignment becomes a 30-day vacancy and is bulletined and assigned). Also, he will thereby relinquish the 6-day vacancy when he reports for a regular assignment (to which he becomes assigned).

Section G---Absent When Vacancy Occurs

An employe who is laying off or absent for any cause may, after returning to service, displace (bump) onto any temporary (6-day) vacancy which was created during his absence, if it was assigned to a junior employe. The absent employe must exercise this right prior to accepting call and performing service.

Section H---Deadhead Pay

No deadhead pay will be allowed for deadheading resulting from the application of this Article.

ARTICLE 16---LAYING OFF AND REPORTING FOR DUTY

Section A---Laying Off and Reporting

1) Regularly assigned, temporarily (6-day) assigned and extra employees who lay off of their own accord shall report for duty not less than 8 hours before being called to go out.

2) Regularly assigned, temporarily (6-day) assigned and extra employees who laying off of their own accord must remain off and will not be permitted to mark up for period of 8 hours.

3) The 8-hour limitations contained in this Section A do not apply when the employee is held off or required to lay off by the Carrier or when he is laying off to conduct Organization business.

Section B---Laying Off

1) Conductors or Brakemen shall not be allowed to lay off in one capacity and stand for a call in another.

2) No employee may lay off on one assignment and then report and be used on another (Conductor or Brakeman) assignment for which he would not have been available if he had not laid off; provided, however, the Carrier may use him to protect a later vacancy if he is the **only** person available for an assignment that **must** be filled.

Section C---Laying Off and Reporting Points

Except as otherwise provided in this Agreement, laying off and/or reporting for duty, and the changing of employees as a result of the exercise of seniority, will be done at the seniority district home terminal of the district on which the assignment operates. In the event the assign-

Article 16 Section C (Cont'd.)

ment does not tie-up at that home terminal, the laying off, etc., will be done at the "layover point" (i.e., the home terminal of the assignment).

Section D---Returning to Assignment

Employees who are off their assignment for any reason, if their assignment is tied up away-from-home terminal (i.e., away from the lay-off and reporting point of the assignment---see Section C, above), will be permitted to take it at that outlying point after the extra employee who is filling the vacancy has worked 2 tours of duty. Any deadheading resulting from the application of this Section will not be paid for.

ARTICLE 17---REST AND SICKNESS

Section A---Registering For Rest At Terminals

1)When Conductors or Brakemen feel that they require rest or are physically exhausted, they will so advise the Caller or proper Carrier officer and will register the number of hours required for rest, to a maximum of 10 hours. If more than 10 hours are desired, the Conductor or Brakeman must lay off in the usual manner.

Interpretation:

Rest, as contemplated by this Section 17, shall be computed from the time the employee registers off duty, or if deadheaded into the terminal, at the time that the deadheading ceased.

2)This Section A is applicable only at terminals that are recognized as district home or away-from-home terminals and, so far as regularly assigned service is concerned, at the

designated tie-up points (terminals) of the particular assignment. Specifically, it does not apply when tied up between terminals or when tied up under the law.

3)If the registering for rest causes a Conductor or Brakeman to miss his assignment, that Conductor or Brakeman is not entitled to any time claim or allowance. The Carrier is not obligated to delay the assignment to accommodate the request for rest.

Section B---Resting At Home Terminals

1)If any member of pool crew (who worked on the crew on its last previous service or deadhead) registers for rest at the home terminal under the foregoing provisions, the pool crew will hold its position on the pool board. Other rested and available pool crews may be used around them; and, if none, a "bum or made-up" crew will be used. There is to be no payment for a "runaround" in these circumstances.

2)Extra Conductors and Brakemen may, at the Extra Board terminal, register for a maximum of 10 hours' rest and hold their positions on the Extra Board. If necessary, other rested and available extra or furloughed employes will be used around them during the requested rest period; but, if none, the employe requesting rest will be used if he has had at least 8 hours' rest. There is to be no payment for a "runaround" in these circumstances.

Section C---Sick or Resting At Away-From-Home Terminal

When a Conductor or Brakeman is compelled to rest or lay off account sickness at an

away-from-home terminal (i.e., at other than his normal lay-off point) and his assignment is operated without him, he will deadhead to his home terminal (or normal lay-off point) without expense to the Carrier, and a Conductor or Brakeman for his relief will also deadhead to his terminal without expense to the Carrier.

Example 1:

A Conductor or Brakeman arrives at the away-from-home terminal and ties up for rest, or lays off account sickness.

A Conductor or Brakeman deadheading for his relief from the home terminal of that seniority district will not be entitled to deadhead pay. Neither will the employee who tied up for rest, or laid off sick, be entitled to deadhead pay back to his home terminal.

Example 2:

A Conductor or Brakeman ties up for rest, or lays off sick, at his away-from-home terminal, and a Conductor or Brakeman is used off of another seniority district to fill his vacancy.

Such Conductor or Brakeman will be entitled to deadhead pay back to his home terminal, solely because the parties intended this application.

ARTICLE 18—HOME TERMINALS

(a) The **home terminal of a seniority district** is the agreed home terminal for that seniority roster and, except as otherwise provided in this Agreement, it is the point at which the Conductors'

Article 18(a) (Cont'd.)

and Brakeman's Extra Boards, if maintained, will normally be headquartered.

(b) The **home terminal of an assignment** (including pool crews) is a point designated by the Carrier as the headquarters (and the rest-day point for road assignments that have a rest day) for employes assigned to certain runs. Once the home terminal for a set of pool crews is designated, that designation may be changed only by agreement between the Carrier and the General Chairman. The home terminal for crews in regularly assigned road service shall be designated in the bulletined assignment and may be changed by the Carrier (by rebulletining the assignment) as it may from time to time elect.

Note: Agreement effective December 1, 1948 regarding moving home terminal from St. Louis to Chaffee is retained but not reproduced.

ARTICLE 19--EXTRA BOARDS

Section A--Regulation

1)Where there is sufficient work to justify it, Conductors' and/or Brakemen's Extra Boards shall be maintained, but they shall not consist of more employes than can earn a reasonable compensation. What constitutes "reasonable compensation" as used herein, will be defined locally by mutual agreement between the proper local Carrier Officer and proper Local Chairman.

2)Extra Boards will be regulated by agreement between proper local Carrier Officer and proper Local Chairman, and no additions or reductions will be made other than by agreement between the parties here mentioned. This will

not, however, serve to preclude the General Chairman and the Director of Labor Relations from handling such matters should it become necessary.

3)Where there is a mutual agreement between the proper local Carrier Officer and the proper Local Chairman which results in an adjustment of an Extra Board in accordance with these provisions, the employe(s) affected by the Extra Board adjustment will be or will not be allowed deadhead pay in accordance with the provisions of Article 22.

4)At points where there is a Conductors' Extra board maintained, the Callers' office will keep a list of promoted Conductors who are working as Brakemen (or Yardmen), who have signified in writing (with copy to the Local Chairman) their desire to be assigned to the Conductors' Extra board. When the Conductors' Extra Board is increased, the senior Conductor on that list will be assigned to the Conductors' Extra Board. If there are none on that list, the junior Conductor on the seniority district who is working as a Brakeman will be assigned to the Extra Board. Section B(1 1) of this Article provides that the newly assigned Extra Conductor will be marked up at the bottom of the Extra Board as of the time he reports for mark-up on the board.

5)When the Brakemen's Extra Board is increased, furloughed employes will be recalled to the Extra Board and marked up thereon as soon as they report. At points where Brakemen and Yardmen hold joint seniority rights in accordance with Article 24, Section F of this Agreement, a bulletin will then be posted (on the same day the Extra Board is increased) giving

Yardmen the opportunity to exercise their Brakemen's seniority. This bulletin will be in accordance with the provisions of Article 14 of this Agreement. The senior employe making proper application will be assigned.

6) An assigned Brakeman may, if he desires, give up his regular assignment and revert to the Brakemen's Extra Board (or an assigned Conductor may give up his regular assignment to revert to the Conductors' Extra Board) under the provisions of Article 13, Section D of this Agreement if there is a junior employe assigned to the Extra Board.

7) When an employe, in the exercise of his seniority, places himself on the Conductors' or Brakemen's Extra Board, no one should be automatically cut off; but, if the Local Chairman and the proper local Carrier Officer later decide that there are too many employes on the Extra Board, the Extra Board will be reduced by removing the agreed number of junior employes then on the board.

Section B---Order of Call and Mark-Up

(1) Employes assigned to the Extra Board shall work first-in/first-out except when not rested or when otherwise provided in this Agreement. They will return to and be marked up on the Extra Board each time they are tied up at the Extra Board point. An Extra Board employe who protects a vacancy on an assignment in regularly assigned service (i.e., local, road switcher, mine switcher or work train) commencing at the Extra Board point, will protect the vacancy until it returns to and ties up at the Extra Board point, even if the rest day or layover point is an outlying point. An Extra Board employe who is called

for a vacancy on an outlying assignment (i.e., an assignment that does not tie-up at the Extra Board point) will hold it until the layover day and, after completion of work on the day preceding the layover day, will return to and mark up on the Extra Board: If the vacancy continues after the rest day, the first-out Extra Board employe will be called in accordance with applicable rules and will protect the vacancy until the vacancy ends or until the next rest day, etc. If the vacancy is on an outlying 7-day assignment, the Extra Board employe will remain on the vacancy until completing the tour of duty on Sunday, at which time he will return to the Extra board (and if the vacancy continues, it will be protected as indicated in the preceding sentence).

(2)(a) When an Extra Board employe misses a call, lays off on a call, or lays off with a vacancy existing on an assignment that he would work, he will not be permitted to mark up on the Extra Board until the employe who has accepted the call has completed the vacancy, has returned and marked up on the Extra Board and has secured 8 hours' rest.

(b) If the situation contemplated by Paragraph (2)(a), above, involves a vacancy on an assignment that does not tie-up at the Extra Board terminal and the vacancy continues to exist, the extra employe who laid off, etc., may report for the vacancy, relieving the employe who protected the vacancy in his place after the latter has worked at least 2 tours of duty ("tour of duty," as used here, does not include any deadheading he may have performed). Neither of the 2 employes will be allowed pay for the deadheading that is involved in this exchange.

3) In ordering extra employes to deadhead to distant points (i.e., to other than the Extra board point), the first-out employe on the board at the time needed will be sent, and if other employes are later required to take the vacancy because of "layover day rotation" (under the provisions of Paragraph (1)), they will deadhead there and back at their own expense. The intention is that the Carrier will only be required to pay one employe each way for this class of service (i.e., one paid trip for the first employe going out to the vacancy and one paid trip for last employe returning from the vacancy).

4) Extra Conductors or Brakemen who are a part of a crew, or Extra Board employes deadheading as individuals into Extra Board terminals, must have arrived and registered on the hours of service book at the terminal before being marked up on the Extra Board.

5) When 2 Extra Board employes are to be called at the Extra Board terminal, one to work and one to deadhead on the same train, the first-out extra employe will be called to deadhead and the second-out employe will be called to work. This applies whether the deadheading is terminal-to-terminal or to an intermediate point. The same principle shall apply if 2 extra employes are to deadhead and one extra employe is to work on the same train (i.e., the first-out and second-out extra employes will deadhead and the third-out extra employe will be called to work). The same principle shall apply if additional extra employes are to be called to deadhead or work on the same train.

6) If 2 Extra Board employes are to be called to deadhead on the same conveyance (i.e., train, automobile or bus) at the same time to protect

vacancies at the same outlying point, the first-out employe will be called at the outlying point to protect the vacancy that has an on-duty time nearest to (after) their arrival time at the point of the vacancy. The second-out employe will then protect the vacancy that has the later on-duty time.

7)When the first-out extra employe is not rested (under the provisions of the Hours of Service Act) at the Extra Board terminal at the time he stands to be called for service or for deadheading, he will be bypassed by using other extra employes who are rested or by filling the vacancy in accordance with Section C of this Article, and he will have no claim account thereof.

8)When an extra employe is filling a vacancy at an outlying point and the assignment is not worked on a day or days of its bulletin assignment, the extra employe will either be released and returned to the Extra Board point or be paid a minimum day's pay for each calendar day held (and not worked) at that outlying point.

9)When 2 or more extra employes work into the Extra Board terminal in road service, they will be marked up on the board (in relation to each other) in the order of their arrival at the terminal (without regard to terminal delay); provided, however, if they (or either of them) are in work train service and perform some work train service after arriving at the terminal, their (or his) off-duty time shall govern the order of mark-up on the board. "Arrival at the terminal," as used here, means the time they arrive at the "point fixed" for final terminal delay purposes, unless some other point is agreed upon locally.

10) Extra employees deadheading (with or without pay) into a terminal will be marked up at, and on the basis of, the time that the deadheading ceases (i.e., if by train and there is an extra employee on the working crew, the deadheading extra employee will be marked ahead of the working extra employee; if by automobile, when the automobile stops at the register point; and if by intercity bus, at the time the bus stops at the depot or point where they debark), except as otherwise specified in this Agreement.

11) Except as provided in Paragraph (12) below, extra employees reporting for initial duty on the Extra Board after being displaced from a regular or temporary assignment (including employees who are reporting under the provisions of Article 13, Section D), or after being recalled from furlough, shall be marked up as of the time they report themselves available for call from the board. Extra employees who are reporting for duty after having laid off, being on vacation, missing call or being held off, will be marked up in the same manner except where otherwise provided by agreement.

12) If the mark-up time of 2 or more extra employees (under the above provisions) occurs simultaneously and the foregoing provisions do not resolve the order of mark-up, they shall be marked up in the order in which they were last called from the Extra Board. However, in such a situation, an employee who is initially reporting for (i.e., marking up on) the board, or who is returning after laying off or being unavailable for service for other reasons (such as missing call, being held off or being on vacation), shall be marked behind an Extra Board employee who is completing or returning from extra service.

Article 19 Section C

Section C—Filling Vacancies When Brakemen's Extra Board is Exhausted

When the Brakemen's Extra Board is exhausted, vacancies will be filled in the following order, except as otherwise specified in this Agreement:

1) Use the senior, rested, furloughed Brakeman who has made written request to protect emergency work.

If none---

2) Move up and use the junior available Brakeman on the next-out pool crew following the vacancy. If unable to contact junior Brakeman, or if more than one vacancy exists, then call the other Brakeman on that same next-out pool crew following the vacancy. Then follow same procedure for all succeeding pool crews.

If none---

3) Call in reverse seniority order (junior employe first) Brakemen in regular assigned service who are available at the home terminal.

If none---

4) Call the first-out, rested, Extra Board Yardman and then follow the calling order for calling Yardmen when the Yardmen's Extra Board is exhausted as provided for in Article 24, Section F of this Agreement.

Section D—Extra Employes Called and Not Used

(l) An employe who is called for service or deadheading, reports and then is released (without performing any service or deadheading),

will be allowed a day's pay (at the minimum rate applicable to the service or deadheading for which he was called) and be marked up behind the extra employes on the Extra Board.

2)Carrier is not liable for this "called and not used" penalty in situations where the call is simply changed from service to deadhead, or vice versa.

3)When an employe is called but is later notified before he leaves his residence or lodging place that the call is cancelled, no payment will be made.

ARTICLE 20—CALLING AND CREW INFORMATION

(a)(1) At the home terminal of each seniority district, the following crew information shall be displayed on a board or a TV-type monitor: All regular assignments (by train or job number) on the seniority district; pool crews in that terminal in the order of their standing; Extra Conductors and/or Brakemen in that terminal in the order of their standing; and Conductors and Brakemen who are laying off (time and date), who are on vacation, who have missed calls or who are otherwise unavailable for call. After pool crews have been called, the train or job number on which they are used, locomotive and caboose numbers, track on which train is made up and reporting (on-duty) time, will be displayed. Such information shall be displayed on an accumulated basis for each 24-hour period.

(2) At a district away-from-home terminal similar information shall be shown for pool crews in that terminal and for regular assignments in that terminal.

Article 20 (b)

b) Conductors and Brakemen will be called by telephone but the employees will assume any long distance toll charges. The employees have the privilege of laying off and reporting themselves available for duty and of transacting other business by telephone with the Caller or proper Carrier Officer (as the Carrier may elect), but when this is done, the employee must know the name of the person to whom he is talking in case there is a later dispute. The foregoing provision does not preclude the Carrier from requiring an employee to personally register his arrival at a terminal.

c) Calling service will be furnished at the end of each division to Conductors and Brakemen entitled to be called at that point. The employee will be called 90 minutes prior to reporting (on-duty) time, as near as practical, unless the employee requests to be called earlier. If an employee requests to be called earlier, he will be called earlier, if practical.

d) Employees in regularly assigned service at outlying points will either have an established starting time so that the employees can report for duty without being called, or the employees on the crew will be called.

ARTICLE 21—EMERGENCY CONDUCTORS

Section A—Filling Emergency Vacancies

When the supply of Extra Conductors is exhausted and it therefore becomes necessary to use a promoted Brakeman or Yardman (i.e., Emergency Conductors) to fill a Conductor vacancy, the vacancy will be filled as follows (except as otherwise provided for in this Agreement):

(1) Vacancies existing at the Conductors' Extra Board point (terminal):

a) Such vacancies will be filled by using the senior, rested, available Emergency Conductor at the Extra Board point who is assigned as a Brakeman.

Interpretation:

When it is necessary to call the first-out pool crew to deadhead and the second-out crew to work, and there is a Conductor vacancy on the second-out pool crew, if the senior Emergency Conductor in that terminal is assigned to the first-out pool crew (that is called to deadhead at the same time), this Emergency Conductor should be considered available for (and shall be used on) that Conductor vacancy on the second-out pool.

If none---

b) Use the senior, rested, available Emergency Conductor who is assigned as a Yardman at that Extra Board point.

(2) Vacancies existing at outlying points (i.e., at other than the Conductors' Extra Board point):

a) Such vacancies will be filled by using the senior, rested, available Emergency Conductor who is assigned as a Brakeman on the crew on which the vacancy exists.

If none---

b) Use the senior, rested, available Emergency Conductor at the point where the vacancy exists who is assigned as a Brakeman on another crew.

Article 21 Section A (Cont'd.)

If none---

c)And if there is a Yardmen's Extra Board at the point where the vacancy exists, use the senior, rested, available Emergency Conductor who is assigned as a Yardman at that Extra Board point.

If none---

d)Use the senior, rested, available Emergency Conductor at the Extra Board point who is assigned as a Brakeman.

If none---

e)Use the senior, rested, available Emergency Conductor who is assigned as a Yardman at the Extra Board point.

Note: The term "Emergency Conductor," as used in this Agreement, refers to an employe who has been promoted to Conductor but by reason of his seniority is in service as a Brakeman or a Yardman.

Section B---Failing to Protect

When **the** senior, rested, available Emergency Conductor does not respond to a call, he will not be allowed to work as a Conductor or Brakeman (or Yardman) until the Emergency Conductor who accepted the service in his place completes that vacancy and has acquired 8 hours' rest.

Interpretation:

Only **the one** senior, rested, available Emergency Conductor will be penalized by being held off for missing a call for a particular vacancy. Other junior Emergency Conductors who cannot be located to fill the vacancy will not be penalized (but this freedom from pen-

alty does not apply to any junior Emergency Conductor who is contacted but lays off on the call). The senior Emergency Conductor who misses the call and is held off may request and be permitted to deadhead (without pay) to assume the vacancy after it has made 2 tours of duty.

Section C---Earnings Protection (Make Whole)

When a regular Brakeman in pool or regularly assigned freight service (or a Yardman) is used off his Brakeman (Yardman) assignment in the capacity of Emergency Conductor under the provisions of this Article, he will be paid under the rules applicable to the class of service he is in when used as Conductor, but will be allowed not less than he would have earned on his regular Brakeman (Yardman) assignment. After performing such Emergency Conductor service, he will be required to protect any additional Conductor service he may stand for while awaiting his Brakeman (Yardman) assignment.

Interpretations (for computing a Brakeman's-Yardman's loss of earnings):

(i) The earnings of Conductor "X" and of the Brakeman (if any) on Brakeman "X's" regular assignment will be computed from time "X" was first called as a Conductor until he again performed service on his regular assignment as Brakeman; provided, however, that a Brakeman who (after performing Emergency Conductor service) lays off or otherwise makes himself unavailable for additional Conductor service, will have the additional earnings (which he thereby lost) added to his actual Conductor's earnings in the computations to determine the loss, if any.

ii)A Brakeman who has been used as Emergency Conductor and is awaiting his Brakeman's assignment is not entitled to be used as Emergency Brakeman (i.e., used on a Brakeman's assignment other than his own) until after he is again used on his Brakeman's assignment, unless his use is absolutely necessary in order to protect the service (but in such event these Emergency Brakeman earnings will not be included with his Emergency Conductor earnings to offset loss of earnings).

0)A Brakeman used as Emergency Conductor and then placed on the Conductors' Extra Board, or forced assigned as Conductor before again working his Brakeman's assignment, will have his loss of earnings computed up until the time that he could have reported for the Conductors' Extra Board or his new Conductor regular assignment (except that the earnings of any Conductor trip that he has already commenced at that time will be included).

iii)A Yardman's loss shall be similarly computed.

The earnings protection provided for in this Section C does not apply to a Brakeman while assigned to the Brakemen's Extra Board or to a Yardman while assigned to the Yardmen's Extra Board.

Section D--Relieving Emergency Conductors

(1) In case an Extra Conductor becomes available after an Emergency Conductor has been sent to an outlying point, that Extra Conductor may, if he so desires, go to the outlying point and fill the vacancy after the Emergency Conductor has

made 2 tours of duty. The Carrier will not be required to pay deadhead pay to either man in such exchange. Unless otherwise relieved, the Emergency Conductor will continue to protect the vacancy until the layover day.

(2) In case the vacancy on which the Emergency Conductor is used is on a crew assigned 7 days per week, the Emergency Conductor will remain on the vacancy until completing the tour of duty on Sunday, at which time he will be released (and if the vacancy continues, it will be protected in the same manner as any other continuing vacancy on which "layover day rotation" has occurred). (See Article 19, Section B(3) in regard to deadheading.)

ARTICLE 22--DEADHEADING

a) Crews or individuals will be allowed actual miles, with a minimum of 50 miles, at minimum through freight rate when deadheading on Carrier orders, except as otherwise provided for in this Agreement. Individuals will not be allowed pay for deadheading in connection with the exercise of seniority (i.e., bidding, bumping, or claiming), except as otherwise provided for in this Agreement.

b) Crews or individuals who are entitled to pay for deadheading will be paid 1/100 of the minimum "daily" through freight rate for each deadhead mile up to 100 miles, and then the "mileage" through freight rate for each deadhead mile over 100 miles.

c) When crews or individuals have been deadheaded (and are entitled to deadhead pay for the trip) but are not used in service before the expira-

tion of 24 hours from the time they were called to report for such deadhead, they shall be paid not less than a minimum day's pay for such deadhead trip.

Interpretation:

"Not less than a minimum day's pay," as used in the foregoing provision, means that the individual's deadhead pay, if for less than 100 miles, will be increased to 100 miles. It does not mean that he will be allowed an additional day's pay.

d)The Carrier will furnish railroad, taxi, bus or automobile transportation for Conductors or Brakemen ordered to deadhead from one terminal or station to another terminal or station. In the event it desires to authorize the individual Conductor or Brakeman to use his own automobile and the individual agrees, the Carrier will allow him 15 cents per mile for the actual highway mileage for the authorized route.

e)A Conductor or Brakeman will not be paid for deadheading to or from an outlying assignment as a consequence of the exercise of his seniority (i.e., (1) he displaces a regularly assigned incumbent, (2) he is assuming an assignment as a result of being the successful bidder for an outlying assignment which had been bulletined, or (3) he is voluntarily giving up the outlying assignment).

f)A Conductor or Brakeman who was regularly assigned to an outlying assignment but has been displaced from it by a senior employe, will be paid for deadheading to his seniority district home terminal; provided, however, if he displaces onto another outlying assignment, he will

(instead) be paid deadhead from the point of his previous assignment to the point of his new assignment.

g) A Conductor or Brakeman who has been forced assigned to an outlying assignment in accordance with the provisions of Article 14, Section B(1)(f) or (g) will be paid for initially deadheading to the assignment, and when properly released from the assignment will be paid for deadheading as provided in Section (f) above.

Note: A Conductor or Brakeman is forced assigned only when he is involuntarily assigned after there were no bids submitted for a bulletined assignment. A Conductor or Brakeman who (as a consequence of being displaced) is exercising his seniority in a situation where there is only one assignment onto which he can displace, is not forced assigned and is not entitled to pay for deadheading to that assignment.

h) Except where otherwise provided in this Agreement, a Conductor or Brakeman must actually perform the deadheading before he can claim deadhead pay for it.

i) Travel, for the convenience of the individual, between his point of assignment and his residence is not "deadheading" and hence is not payable.

j) A Conductor or Brakeman is entitled to pay for deadheading to appear as a witness at an investigation on the Carrier's instructions.

k) Intracity travel (e.g., bus station to yard) to commence service or deadheading, or after completing service or deadheading, is not payable.

Article 22 (l)

(l) A Conductor or Brakeman who deadheads by (i.e., drives) his personal automobile, or travels by other means for his own convenience rather than deadhead on the conveyance on which he was ordered to deadhead, shall be allowed (when entitled to be paid) deadhead pay at the mileage of the conveyance on which he was ordered to deadhead.

(m)(1) Pool or unassigned crews that are deadheading out of the terminal to service will be paid separately for the deadheading. Pool or unassigned crews that are tied up on line of road (except when tied up under the law in accordance with Article 35, Section C or when, under the provisions of the INTERPRETATION under Article 45, Section B, they are tied up at a point where food and lodging is not available and they are transported to a point where such facilities are available) and deadheaded into a terminal will be paid separately for the deadheading. Pool or unassigned crews transported by automobile or otherwise within a tour of duty will not be paid separately for the deadheading; but, instead, it will be paid for on a continuous time or mileage basis as a part of their regular service trip.

(2) Crews in regularly assigned road service that are transported by automobile or otherwise from their assignment reporting point to another point on their assignment, after they have reported for duty, will not be paid separately for such travel. Neither will a regularly assigned crew be paid separately as "deadheading" when they are transported by automobile or otherwise within a tour of duty or at the close of a tour of duty so long as the points of travel are on their bulletined assignment. All time involved will be

paid for on a continuous time basis as a part of their regular service trip (e.g., these situations occur when a part of a regular assignment is annulled and Article 7, Section B provides that in such a situation the crew is to be paid the bulletined mileage of their assignment.

(n) **Other Rules**

(l) Article 15(h) provides that no deadhead pay will be allowed for deadheading that results from the application of that provision (which concerns 6-day vacancies).

(2)(a) Article 16, Section D provides that no deadhead payments will be made to regular or extra employees when regularly assigned employees who have been laying off, etc., are permitted to take their assignments at a point away from the lay-off point of the assignment.

b)Article 19, Section B(2)(b) contains a similar provision for an Extra Board employee who lays off or misses a call for a vacancy on an outlying assignment.

c)Article 21, Section D contains a similar provision for an Extra Conductor who replaces an Emergency Conductor.

3)Article 17, Section C provides that no deadhead payments will be made as a result of an employee laying off or registering for rest at an away-from-home terminal (i.e., away from the lay-off point).

4)Article 19, Section B(3) provides that deadhead payments will not be made for "layover day rotation" of extra employees protecting a continuing vacancy on an outlying assignment.

5)Article 24, Section F contains an exception for deadheading or other expense which might otherwise result from the merger of certain road and yard seniority districts.

6)Article 35, Section C contains a provision that crews tied up under the law and then towed or deadheaded into the terminal, will be paid continuous time instead of deadhead pay.

7)The INTERPRETATION under Article 45, Section B provides for paying continuous time, instead of deadheading pay, when a crew is tied up at one intermediate point and then transported to eating and sleeping accommodations at another intermediate point, or vice versa, to commence service.

ARTICLE 23--CREW CONSIST

a)Except as otherwise provided in this Agreement, all road (except passenger) crews shall consist of not less than a Conductor and 2 Brakemen.

0)Exceptions:

On the following territories the Carrier may operate the following number of crew assignments with a crew consisting of a Conductor and one Brakeman:

Salem Branch (Local).....	1
Muskogee Branch.....	1
Arthur Subdivision.....	4
Burrton Subdivision.....	1
Bessemer Branch.....	1
Hoxie Branch.....	1
River Division (Branch).....	1
Clinton Subdivision.....	2
Current River Branch.....	1
Miami Branch*.....	2

Article 23 (b) (Cont'd.)

*Miami Branch: Not more than 2 regularly assigned crews may be assigned with a train crew consisting of a Conductor and 1 Brakeman. These reduced-consist crews may only perform freight and work train service on the Miami Branch, any station switching and work train service at Miami and Baxter Springs (includes Baxter Junction). Such crews may use the main line between Miami and Baxter Springs as a gateway, performing no switching en route except to set out bad order cars from their trains.

ARTICLE 24—SENIORITY

Section A—Establishing Seniority Dates

1)An employe's seniority as Brakeman (and as Yardman on seniority districts on which he has road and yard rights) shall begin at the time he is marked up on the Extra Board and this date shall be recorded with his record and upon the seniority roster.

2)An employe's seniority as Conductor begins with the date of his promotion, evidence of which shall be furnished the employe in the form of a certificate by proper Officer of the Carrier, and a copy shall be filed with his record.

3)When a Conductor is hired who has no seniority as a Brakeman, his seniority as a Brakeman shall be established simultaneously with his seniority as a Conductor. When more than one Conductor is promoted or hired on the same date, they shall be designated on the seniority roster in (1), (2), (3), etc., order.

Article 24 Section B

Section B---Seniority Roster

Once each year the Carrier shall furnish a corrected seniority roster to each Local Chairman representing Conductors or Brakemen on that seniority district and shall post a copy of such roster on the bulletin boards of the seniority district, showing the seniority status of each employe on that district as of July 1.

Section C---Seniority Protests

1)The seniority roster on which a Conductor's or Brakeman's name and seniority date initially appears, if incorrect, must be protested in writing to the Superintendent and the Local Chairman within 60 days after the roster is posted. There shall be no protest permitted thereafter except as permitted in the following paragraph. Clerical or typographical errors appearing on subsequent rosters may be corrected at any time.

2)An employe affected by the above paragraph who is furloughed, on leave of absence or who is out of service for any reason when the initial seniority roster containing an employe's seniority date (his or another employe's) is issued, will have 60 days after his return to service in which to make written protest if he contends that such seniority date is incorrect.

Section D---Reduction/Restoration of Force

1)In event there is a surplus of Conductors or Brakemen, and it becomes necessary to reduce their number, the senior employes shall have preference in employment.

2)Conductors and Brakemen laid off account reduction in force will be returned to service, in order of their seniority, when forces are increased

provided they return to (report for) actual service within 30 days (if not working for this Carrier in any capacity) from the date they are notified their service is required, or within 7 days (if working for this Carrier in some other capacity or on some other seniority district), except as otherwise provided in Section O of this Article.

(3) When a furloughed employe is to be recalled, if the Carrier is unable to contact him (personally) by other means to notify him of his recall, the Carrier shall send him a letter notifying him of his recall to service by U.S. Certified Mail (Return Receipt Requested) to his last address on file with the Carrier, and the date such letter is mailed shall start the tolling of the 30-day period mentioned in Paragraph (2) above.

Section E---Freight Seniority Districts:

Eastern District:

St. Louis to Newburg, including Salem Branch

Springfield District:

Springfield to Newburg including

*Ft. Wood and Ozark Branches

Springfield to Ft. Smith including

*Mt. Vernon and Bentonville Branches

Springfield to Neodesha including

*Mt. Vernon and Joplin Branches

*Springfield to end-of-track on Clinton

"Hi-Line" at M.P.D-1 15.7 (plus "prior rights" of certain employes to assignments on the territory between Kansas City and M.P.D-72.4 under the provisions of the November 14, 1975 Agreement, which is retained but not reproduced)

*Indicates there is a special Agreement pertaining to seniority rights, which is retained except for those portions that are in conflict with the Memorandum of Agreement of May 26, 1977 (Interdivisional Service), which is not reproduced here. See also NOTE 2 under Hugo District in regard to former Ft. Smith District employes.

Hugo District:

Ardmore to Hope

*Ft. Smith to Paris including the Central Branch

Note 1: Trackage between Poteau and Ft. Smith is used by KCS in accordance with understanding made August 16, 1944.

Note 2: *Agreement effective June 2, 1974 pertaining to "prior rights" of former Ft. Smith Freight Seniority District Conductors and Brakemen to work on the Muskogee Branch is retained but not reproduced.

Note 3: See Section H of this Agreement concerning Lakeside-Madill Gateway rights.

Cherokee District:

Tulsa to Monett

Note: Because the Cherokee District formerly was comprised of the territory between Monett and Sapulpa, work train crews working solely in this territory (or solely within this road territory and Tulsa Terminal) or Tulsa-Sapulpa turns will be

manned by Cherokee District crews. Local work between West Tulsa and Sapulpa will be performed by either Creek or Oklahoma District crews. Cherokee Subdivision Conductors and Brakemen employed prior to July 31, 1973 have "prior rights," and mileage accumulated by Oklahoma and Creek Districts crews between Sapulpa and Tulsa will be adjusted in accordance with Agreements dated March 31, 1932 and July 31, 1973, which are retained but not reproduced.

Oklahoma and Chickasha District:

Tulsa to Oklahoma City (See NOTE under Cherokee District, above)
Oklahoma City to Quanah (via trackage rights on QA&P Railway from Red River to Quanah)

Creek and Sherman District:

Tulsa to Sherman (see NOTE under Cherokee District, above) including Muskogee Branch

Note 1: Memorandum of Agreement effective June 2, 1974 pertaining to "prior rights" of former Ft. Smith Freight Seniority District Conductors and Brakemen to work on the Muskogee Branch is retained but not reproduced.

Note 2: See Section H of this Article concerning Lakeside-Madill Gateway rights.

Ft. Worth District:

Ft. Worth to Dallas and Sherman

Enid District:

Enid to Tulsa

Enid to Beaumont

Enid to Avarad (and Waynoka via trackage rights on the Santa Fe Railroad)

Enid to Davidson

Note: Certain Oklahoma City District and QA&P Conductors and Brakemen with seniority as of May 12, 1972 on their home district may also have and retain seniority rights on the Enid Seniority District under the Agreement effective October 12, 1972, which is retained but not reproduced.

Kansas City District:

Kansas City to Ft. Scott

Kansas City to end-of-track on Clinton "Hi-Line" at M.P.D-72.4 (subject to "prior rights" of certain Springfield District employes under the provisions of the November 14, 1975 Agreement, which is retained but not reproduced)

Ash Grove District:

Ft. Scott to Springfield including Greenfield Branch (See NOTE 1 under Afton-Parsons District in regard to Afton-Parsons Gateway rights between Arcadia and Ft. Scott.)

Afton-Parsons District:

Ft. Scott to Afton including Quapaw and *Miami Branches and Parsons to Arcadia

Note 1: The track Arcadia to Ft. Scott shall be regarded as a gateway for crews on the A&P District and no seniority shall be acquired by A&P crews on the Ash Grove District. Neither shall blanket service rule apply.

***Note 2:** The Agreement effective October 1, 1978, in regard to retention of "prior rights" by former NEO Railroad employees is retained but not reproduced.

Wichita District:

Neodesha to Wichita

Burrton District:

Wichita to Ellsworth

Willow Springs District:

Springfield to Thayer, including Current River Branch

Thayer District:

Thayer to Memphis, including Lepanto, *Hoxie and Marion-Hulbert Branches

Note 1: See Section 1 of this Article in regard to Turrell-Harvard Gateway rights of River District employees.

***Note 2:** Hoxie Branch rights subject to the Agreement of November 4, 1976, which is retained but not reproduced.

Tupelo District:

Memphis to Amory

Birmingham District:

Birmingham to Amory, including Brilliant, Debard and Bessemer Branches

Columbus District:

Amory to Magnolia, *including train service (operated by this Carrier under its trackage rights agreement with the Southern Railway) between Boligee and York

***Note:** Agreement of March 28, 1976 is retained but not reproduced. That Agreement also give AT&N district employes certain rights to a Demopolis "equalization" assignment.

Pensacola District:

Pensacola to Magnolia

River District:

St. Louis to Memphis and Branches

Note 1: River District Conductors and Brakemen with seniority as of November 4, 1976 retain "prior rights" on Hoxie Branch under the November 4, 1976 Agreement, which is retained but not reproduced.

Note 2: See section I of this Article in regard to Turrell-Harvard Gateway rights of River District employes.

Note 3: Agreement effective December 1, 1948 regarding moving home terminal from St. Louis to Chaffee is retained but not reproduced.

This Section E is revised to show seniority districts as they now exist and, except to the extent specifically set forth, without changing present arrangement as to terminals, gateways, Extra Boards and yard assignment rights.

Section F---Consolidated Road And Yard Seniority

(1) Seniority districts of Yardmen were merged ("tail-ended") with Brakemen on adjoining road seniority districts as follows:

Yardmen, Ft. Scott with...

Brakemen on Ash Grove District (effective July 1, 1961)

Yardmen, Thayer and Jonesboro with...

Brakemen on Thayer District (effective October 31, 1961)

Yardmen, St. Louis and Newburg with...

Brakemen on Eastern District (effective July 1, 1962)

Yardmen, Enid and Arkansas City with...

Brakemen on Enid District (effective September 1, 1962)

Yardmen, Springfield with...

Brakemen on the former Lebanon-Springfield District (effective May 15, 1963) and into the Springfield Seniority District (effective May 26, 1977)

Yardmen, Ft. Smith, Muskogee and Fayetteville with...

Brakemen on the former Ft. Smith District (effective April 22, 1972) and into Springfield Seniority District (effective May 26, 1977)

Yardmen, Monett and Joplin with...

Brakemen on the former Carthage District (effective April 22, 1972) and

into the Springfield Seniority District (effective May 26, 1977)

Yardmen, Wichita and Neodesha with...

Brakemen on Wichita District (effective May 6, 1964) and with...
Brakemen on Burrton District (effective April 22, 1972)

Yardmen, Kansas City with...

Brakemen on Kansas City District (effective May 6, 1964)

Yardmen, Pensacola with...

Brakemen on Pensacola District (effective April 22, 1972)

Yardmen, Amory with...

Brakemen on Columbus District (effective April 22, 1972)

Yardmen, Birmingham with...

Brakemen on Birmingham District (effective April 22, 1972)

Yardmen, Ft. Worth with...

Brakemen on Ft. Worth District (effective April 22, 1972)

Yardmen, Sherman, Francis and Okmulgee with...

Brakemen on Creek and Sherman District (effective April 22, 1972)

Yardmen, Tulsa with...

Brakemen on Cherokee District (effective April 22, 1972)

Yardmen, Lawton and Oklahoma City with...

Brakemen on Oklahoma and Chickasha District (effective April 22, 1972)

*Yardmen, Memphis with...

Brakemen on Tupelo District (effective April 22, 1972)

***Note:** The provisions of Paragraph (4) of this Section F concerning filling Brakemen's vacancies with Yardmen (when Brakemen's Extra Board is exhausted), and Yardmen's vacancies with Brakemen (when Yardmen's Extra board is exhausted), will not be applicable unless and until the Brakemen and Yardmen on this consolidated district have their Extra Boards at the same point.

Yardmen, Chaffee and Cape Girardeau with...

Brakemen on River District (effective May 7, 1975)

Yardmen, Hugo with...

Brakemen on the former A&A District (effective October 26, 1946) and with...

Brakemen on the former Arthur District (effective October 16, 1972)
(Agreements are retained but not reproduced.)

Implementing provisions dealing with the consolidation of seniority districts are not reproduced.

2) Employees entering service after the specified effective date of the above changes in their district shall hold rights in both road and yard service.

3) There shall be no additional expense to the Carrier for deadheading or otherwise, as a result of the above changes in seniority districts, this to include trips made learning the road or yard when necessary. This protection against "additional expense" does not cancel or supersede existing agreements in regard to automobile

mileage or deadhead allowances in the protection of vacancies at certain points.

(4)(a) Separate Extra Boards will be maintained for Brakemen and Yardmen, unless there is a proper local agreement (presently existing or adopted in the future) to do otherwise.

b) In the event the Yardmen's Extra Board becomes exhausted, the provisions of Paragraph (10) of Article 32, Section B of the Yardmen's Schedule will become applicable, and in the event no Yardman is available thereunder, the vacancy will be protected by an employe on the Brakemen's Extra Board who will be paid at the rate applicable to the yard service performed. Upon completion of each shift in yard service, this Brakeman who has performed yard service will be returned to and be marked at the bottom of the Brakemen's Extra Board as of the time tied up upon completion of the yard service, except in cases where the vacancy is at an outlying point. In those cases the Extra Brakeman will remain on the vacancy until the layover day and will be handled in accordance with Article 19, Section B(1) of this Agreement. It is understood that a tour of duty in road service shall not be considered in any way in determining entitlement to yard overtime rate of pay (see Article 3, Section E of the Yardmen's Schedule).

c) In the event the Brakemen's Extra Board is exhausted, the provisions of Article 19, Section C of this Agreement will become applicable, and in the event there is no Brakeman available thereunder, the vacancy will be protected by an employe on the Yardmen's Extra Board who will be paid at the rate applicable to the road service performed. Upon completion of the day or return

to the home terminal, whichever is the later, this Yardman will be returned to and be marked at the bottom of the Yardmen's Extra Board at the time tied up upon completion of the road service (or the deadheading, if that is the way he completes the road service). It is understood that a tour of duty in road service shall not be considered in any way in determining entitlement to yard overtime rate of pay (see Article 3, Section E of the Yardmen's Schedule).

(5)(a) Should a regular assigned Yardman or a regular assigned Brakeman be bumped or otherwise be entitled to exercise his seniority, he may bump a junior employe in either craft or he may bump onto the Brakemen's Extra Board or onto the Yardmen's Extra Board (if he cannot hold a regular yard job), subject to the limitation contained in Paragraph 5(c), below. When such an employe does place himself on the Yardmen's Extra Board, no one is to be cut off at that time and the excess employe(s) is to remain on the board until the next adjustment (Monday morning), or until an adjustment is made in accordance with Article 16, Section A(2) of the Yardmen's Schedule. If a displaced employe places himself on the Brakemen's Extra Board, no one is to be automatically cut off, but if the proper Local Chairman decides that there are too many employes on that Brakemen's Extra Board, he can make a reduction in accordance with the established procedures.

b) When it becomes necessary to increase the Brakemen's Extra Board the provisions of Article 19, Section A will apply.

c) When an employe changes from road service to yard service, or vice versa, by a voluntary exercise of seniority (i.e., bids or bumps), he will

be required to remain in that service for 30 days or until his seniority in that service is exhausted, whichever occurs first. That is, if an employe who is assigned as a Yardman (including the Yardmen's Extra Board) bids or bumps onto a Brakeman's regular assignment or the Brakemen's Extra Board, he may not bid or bump back onto a yard job (including the Yardmen's Extra Board) for 30 days unless he has been displaced and cannot hold any regular or Extra Board assignment as a Brakeman. The same limitation shall apply when the movement has been from Brakeman to Yardman.

Understandings:

i)The above limitation, which provides that an employe cannot return to road service for 30 days after bumping from road to yard service, does not apply when the employe was furloughed (i.e., there was no job he could hold) in road service and he therefore had been forced to bump in yard service in order to obtain work, **providing** he returns to road service at the very first opportunity. The same exception will apply to a similar forced movement from yard to road service.

ii)The time that a Brakeman or Yardman spends working on a temporary (6-day road or 5-day yard) vacancy will count toward the 30-day limitation that is contained in the above provision. For example, this means that an employe who has moved from yard to road service, but then obtained a temporary (5-day) yard vacancy, will count his 30- day road service period from the time he became assigned in road service, and the counting of days will not be interrupted by the time he was occupy-

ing the yard service temporary (5-day) vacancy.

(iii) The 30-day limitation does not apply to situations where a Brakeman exercises his seniority onto a temporary (5-day) vacancy in yard service or a Yardman exercises his seniority onto a temporary (6-day) vacancy in road service. When the temporary vacancy ends, the employe will revert back to his regular assignment (unless there is a situation under which existing agreements permit him to exercise his seniority) even though the period that he occupies the temporary vacancy is less than 30 days.

Section G--Retention of Seniority After Retired Under Railroad Retirement Act

(1) When an employe is granted an annuity by the Railroad Retirement Board on account of permanent physical or mental disability, we will retain and continue to carry such employe on the seniority roster so long as such employe continues to receive such annuity or is disqualified by the Carrier due to physical or mental condition, except this will not apply:

a) In case of any employe after they reach the age of 65 years.

b) Where their employment relationship with this Carrier is severed.

c) In case of dismemberment, including loss of one or both eyes, which would forever disqualify an employe from performing service in the craft where he holds seniority.

(2) When an employe is granted an age or disability annuity, the position (assignment) held by

such employe shall be considered permanently vacated and either filled or abolished in accordance with other provisions of this Agreement. Should the disability annuity of the employe later be terminated and the employe considered physically and mentally fit to return to service by the Carrier, the employe will be permitted to do so by exercising seniority on such position as he may be entitled to under the terms of this Agreement.

Section H--Lakeside-Madill Gateway

(Excerpt from Letter of Agreement, June 22, 1944)

It is agreed Hugo District crews may use that part of the Sherman Subdivision, Lakeside to Madill, inclusive, as a bridge or gateway, and in so doing the following provisions will apply:

1)Hugo District train service employes shall not establish seniority on the Sherman Subdivision, and Sherman Subdivision train service employes will have no claim for mileage or other compensation by reason of Hugo District train crews using such portion of the Sherman Subdivision as a bridge or gateway. Should there be blanket service inaugurated between the Hugo District and the Sherman Subdivision, between Lakeside and Madill over the Sherman Subdivision, such mileage between Lakeside and Madill will be considered Sherman Sub blanket mileage.

2)Hugo District crews will not perform any work train service on Sherman Subdivision between Lakeside and Madill; neither will they perform any other service in this territory not in connection with their own train; except that bad

order cars set out at Lakeside or between Lakeside and Madill may be handled between these points by either Sherman or Hugo District crews on through trains handling passengers, mail, baggage and express may pick up and discharge passengers, mail, baggage and express, Lakeside to Madill, inclusive.

Note: Hugo District freight trains or crews will not be permitted to pick up or set out cars at local stations on the Sherman Subdivision between Lakeside and Madill, except livestock and perishables and except bad order cars, as specifically covered in Paragraph (2).

3)Hugo District crews making Hugo-Lakeside turns, except when handling business destined to or originating at Lakeside, will be paid the same mileage as they would have made had they run to Madill and back to Hugo.

4)It will be permissible for Hugo District crews to set out business from their trains at Lakeside, to be handled from that point by Sherman Subdivision crews. It will be permissible for Sherman Subdivision crews handling business into Lakeside, routed via Hugo District, to set out such business at Lakeside, to be handled out of that Station by Hugo District crews.

Section I---Turrell-Harvard Gateway

(1) (Excerpt from General Manager's letter January 13, 1931)

Work belonging to Thayer District crews between Turrell and Harvard will be handled by

those crews. River District crews may set out any cars they have for points between Turrell and Harvard at Harvard; also pick up at Harvard any business destined River District stations or routed via River District.

2)Turrell is a station common to both seniority districts and a crew from either district can perform any work within that station.

3)(Letter from Vice President-Personnel King to 4 General Chairmen September 11, 1951 except "Memphis" here substituted for "Yale")

"I wrote you gentlemen May 29, 1951 concerning some claims of Memphis Subdivision train and engine crews on connection with a River Division train left at Harvard March 14, 1951 because of engine trouble, the train later being moved on to Memphis with another River Division crew called at Memphis for this purpose.

"The claims were submitted on the basis that when the original River Division crew gave up the train at Harvard, further movement from that point to the terminal became the work of Memphis Sub crews. I have previously given each of you reasons which support my position that it was proper to move the train from Harvard to Memphis with River Division train and engine crews. In other words, this was simply a continuation of the trip to the final terminal.

"I have your replies to my letter May 29, but am writing you again with the hope we can reach a mutual understanding in respect to handling of similar situations in the future in event of recurrences. This type of situation will, of course, not happen often, but when it becomes

necessary to meet a condition of this kind, we can avoid future time claims by agreeing at this time how to handle.

"I am willing to agree that in the future when it becomes necessary for River Division crews to set out cars or trains in circumstances of this kind, such cars or trains will be handled by Memphis Subdivision crews with the understanding, of course, this does not change the previous agreement between General Manager and the General Chairmen covered by General Manager's letter of January 13, 1931 in regard to work permissible for River Division crews in this territory.

"If this is the way you desire we handle similar cases in the future, please advise me and instructions will be issued accordingly. In order to avoid confusion, it will naturally be necessary that we all agree to the same procedure. Your assistance in getting this question settled shall be appreciated."

(4) (Letter from 4 General Chairmen to Vice President-Personnel King September 20, 1951)

"This is to advise that your proposal that in the future cars or trains set out by River Division crews at Turrell or any station south to and including Harvard, will be handled into the terminal by Memphis Subdivision crews is accepted. It is understood that this does not change previous agreement between General Manager and General Chairmen covered by General Manager's letter of January 13, 1931 in regard to work permissible for River Division crews in this territory."

Article 24 Section J

Section J--Transferring

Conductors or Brakemen shall not be transferred from one seniority district to another to the detriment of Conductors or Brakemen on that seniority district.

Section K--Furloughed Employees Working On Other Seniority Districts Or In Other Crafts

1)An employe who is furloughed (i.e., is unable to hold any assignment, including the Extra Board) on any seniority district, may be used on some other district or in another craft where his services are needed. When he goes to work on a new (another) district, he will be given a seniority date on the new district and at the same time will retain his seniority on his home district so long as his services are not needed. If his services are needed on his original (home) district, he will be notified and must then elect whether he will (a) return to his original (home) district, or (b) relinquish his seniority on his original (home) district and retain the seniority he has acquired on the new district. If he elects to return to his original (home) district, then he loses whatever seniority he may have accumulated on the new district. If he should be cut off the board on both districts (before being required to make the election), he could retain his seniority on both districts so long as his services were not needed on both districts at the same time. If he should be called for service on either district while working on the other, he will have to decide on which district he wants to retain his seniority.

2)When an employe who is working on another seniority district or in another craft is called back to his original (home) district, he

must return within 7 calendar days from the date he is notified if it is his desire to retain seniority on his original district; or if it is his desire to relinquish his seniority on his original district and retain seniority on the new district where he is working, he must promptly notify (in writing) the Superintendent of the district where he is working. He may remain on the territory where he is working as a "borrowed man" through permission of the Superintendent of his original district, but will cease to accumulate seniority on the district where he is working effective with the date he is notified to return to his original district. Request to remain as "borrowed man" must be made promptly after notified to return to his home or original district. The 7-day time limit, which he has to return to his original district, may be extended in instances where he makes a request to remain as a "borrowed man" if additional time is necessary to get a decision.

(3) The provisions of this Section K do not apply to situations where arrangements are made to "borrow" an employe in active service to work on another seniority district for relatively short periods for special situations (e.g., the wheat harvest on the Enid District).

Section L---General Chairman's Seniority

A Conductor or Brakeman acting as General Chairman of his Organization shall lose no seniority or right to promotion while so employed and a letter so covering the matter shall be issued by the Vice-President of Labor Relations, instructing the Superintendent to leave the name of the General Chairman on the seniority list of his seniority district and, if not already

promoted, to advance him to promotion (subject to later fulfilling the promotional requirements), the same as though he were in regular service without any other restrictions, explaining by footnote on the seniority list for the information of all concerned. The General Chairman shall be furnished a copy of such instructions.

Section M---Official Positions

Employees accepting official positions with the Carrier shall hold and accumulate seniority and promotional rights while filling such positions.

Section N---Employment of Firemen

(Article VIII of the August 25, 1978 National Agreement)

1) Subject to the provisions of Paragraph (2), below, 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 (a) ensure that such employees have knowledge of Fireman (Helper) job openings and (b) 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 and relative seniority standing of the applicants and the Carrier's physical and other employment standards.

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

Note: It is understood that employes accepting transfer to Fireman on or after July 7, 1978 will have their seniority preserved as of the effective date of such transfer.

Section O--Leaving Service of Carrier

Employes leaving this Carrier's service of their own accord shall forfeit all seniority and shall not be reinstated.

ARTICLE 25--PROMOTION-FREIGHT CONDUCTOR

(a)(1) Brakemen will be given the opportunity for promotion to Freight Conductor in seniority order. Within 6 months after a Brakeman has completed 2 years' service, he will be required to pass a written examination for Freight Conductor. Should he fail or refuse to take this examination, he will be given a second examination 6 months after the first one.

Note: See Article 24, Section A(2) which governs the establishment of a Conductor's seniority date. It is recognized that when an employe fails the promotion

examination on his first attempt, this will result in junior Brakemen (who pass the examination before he does) being senior to him as a Conductor if he passes the examination on the second attempt.

2)The above paragraph is not intended to prohibit a Brakeman from qualifying himself for promotion to a Freight Conductor in a lesser period of time if he so desires. This provision is not intended to permit a junior Brakeman, solely because he voluntarily qualifies for early promotion, to become senior (as a Conductor) to a senior Brakeman who waits until he has the normal 2 years' service and then qualifies for promotion on his first attempt.

3)A Brakeman satisfactorily passing a written examination for Freight Conductor will also be considered qualified as a Yard Foreman and will not be required to take the test provided for in Article 13(b)(1) of the Yardmen's Schedule.

Note: In instances where a Brakeman stands for promotion to Freight Conductor while he is in military service, on leave of absence, or off because of illness or injury, he will be shown as being promoted in seniority order but with a note opposite his name which indicates that the promotion is subject to his passing the examination within 6 months after his return to active service.

(b)(1) Should a Brakeman who entered service prior to the effective date of this Agreement fail this second examination, he will remain a Brakeman and not again be offered the opportunity for promotion to Freight Conductor.

2) A non-promoted Brakeman who has in excess of 2 years' seniority as of the effective date of this Agreement will be required to take a written examination for Freight Conductor before July 1, 1979. Should he fail this examination after 2 opportunities, he will be handled in accordance with Paragraph (b)(1) above.

3) Should a Brakeman who entered service after the effective date of this Agreement fail this second examination to Freight Conductor, he will forfeit all his seniority rights and his record will be closed.

Note: A Brakeman working in yard service will be required to take the examination for Freight Conductor in line with his Brakeman's seniority the same as if he were working in road service.

c) The Carrier retains the right to hire Freight Conductors in the event there is an insufficient number of promoted Brakemen to protect Freight Conductors' service and there are no qualified Brakemen available for promotion to Freight Conductor.

d) Once a Brakeman has satisfactorily passed the examination for a Freight Conductor, he will be required to protect all Freight Conductor vacancies in accordance with this Agreement, except when properly disqualified by the Carrier as incompetent or for bona fide physical reasons attested to by a competent physician.

ARTICLE 26—USE OF COMMUNICATION SYSTEMS

(Article VIII of the January 27, 1972 National Agreement)

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 employes 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 employes for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

c)(Applies to yard service-not reproduced.)

d)The size and weight of portable radios used by ground service employes 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 3 pounds.

e)Employes 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.

ARTICLE 27--INTERCHANGE

(Article VII of the January 27, 1972 National Agreement, except as otherwise specified)

Section A

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.

Notes (FRISCO Agreements):

1)When a Frisco road crew operates a train out of a foreign carrier's yard and it is found that the train contains a restricted "high and/or wide load" improperly in the train, or contains cars that for safety or governmental regulation reasons are improperly positioned in the train, the road crew may be required to stop their train after getting on Frisco trackage and while still within the terminal, for a yard crew (if one is on duty) to remove or reposition such cars, without any penalty payment.

2)See Article 31, Section B in regard to computation of initial terminal delay and Article 31, Section C in regard to computation of final terminal delay, for such crews.

3)Road crews operating a "solid train" from a foreign carrier shall be

paid on the basis of (actual hours or) actual mileage from the point (or yard) where they take charge of their train on the foreign carrier to their destination on the Frisco. Road crews delivering their "solid train" directly to a foreign carrier shall be paid on the basis of (actual hours or) the agreed mileage then allowed crews on that Subdivision operating into the Frisco yard at that terminal, regardless of whether the actual mileage to the foreign carrier is more or less than the usual mileage allowed.

Section B

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

Section C

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.

Note (FRISCO Agreement):

The Agreements and claim settlements on the Frisco have recognized this Carrier's "right to specify additional inter-

change tracks" except in isolated instances where there is a specific agreement designating specific tracks. Those Agreements and settlements also recognize this and other carriers' rights to designate "yards" (i.e., interchange points) rather than "tracks" as interchange receiving points, if they so elect.

Section D

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.

Section E

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

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

Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in providing the Committees involved with data and other information that will assist in resolution of work equities.

Section F

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 Article. (See "FRISCO Agreement" under Section C, above.)

Section G

See employe protective conditions contained in Article II.

Section H—Common Interchange Tracks (FRISCO Agreements)

For purposes of this Section H, a "common interchange track (or tracks)" is a track that is used by the Frisco and one or more other railroads for both receiving and delivering of interchanged cars moving between those carriers.

Adjustment Board Awards and claim settlements on this (Frisco) property have decided that in using such "common interchange tracks" the following requirements must be met:

- (1) The delivering Carrier must place cars on a common interchange track first-out to the receiving Carrier (i.e., placed so that the receiving Carrier's crew can couple directly to the interchanged cars). The delivery has not been completed on a common interchange track

unless such cars have been placed first-out to the receiving Carrier.

2. If cars were placed first-out to a receiving Carrier by the delivering Carrier and later a crew of the receiving Carrier covers them (placing other cars on the common interchange track), it is permissible (without penalty) for another crew from the receiving Carrier to pick up the interchanged cars even though they are not first-out.

Section I---Cars Interchanged In Error (FRISCO Agreements)

Adjustment Board Awards and claim settlements on this (Frisco) property have decided that:

1)When a car is delivered in interchange in error (i.e., the car is not properly destined for, or accepted by, the Carrier to whom it is delivered), the proper way of returning it is for the receiving line to return the car via the normal interchange procedure to the line that delivered it in error, or to deliver it to the carrier to whom it should have been delivered if it had been handled correctly in the first instance.

2)When a car is delivered in interchange and is found to have a "penalty defect" (and governmental or interchange regulations prohibit such a car from being interchanged), the delivering Carrier can properly be required to recover the car from the delivery point. This constitutes an exception to Paragraph (1), above.

**ARTICLE 28---SWITCHING LIMITS AND
SERVICE FOR NEW INDUSTRIES AND
COMBINATION ROAD-YARD
SERVICE ZONES**

(Article VI of the January 27, 1972 National Agreement effective February 11, 1972)

Part A---Switching Limits and Service for New Industries

Existing agreements are amended to read as follows:

The employes involved, and the carriers represented by the National Carriers' Conference Committee, being desirous of cooperating in order to meet conditions on the various properties to the end that efficient and adequate switching service may be provided and industrial development facilitated, adopt the following:

Section 1

a) Except as provided in Section 2 hereof, where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, whereupon, the Carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

b) 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 7 days' notice by the carrier.

Section 2

a)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 4 miles from the switching limits in effect as of the date of this Article. 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.

b)The Yard Conductor (Foreman) or Yard Conductors (Foremen) involved shall keep account of and report to the Carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this Section 2 and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by

the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or the General Chairmen representing yard and road crews, the carrier shall periodically advertise to road service employes the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employes involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employes holding seniority as Road Conductors or Road Brakemen in the same ratio as the accumulated hours of Yard Conductors (Foremen) and Yard Brakemen (Helpers). In the event no road employe elects to bid on the accumulated equalizing hours within the bulletined period such accumulation of equalizing hours will be considered forfeited and a new accumulating period shall commence.

Section 3

This Article 28 shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

Section 4

The foregoing is not intended to amend or change existing agreements involving predominantly full time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in Section 2 hereof that have been negotiated on individual

properties since the National Agreements of 1951 and 1952.

Part B---Combination Road-Yard Service Zones

(Article XI of the August 25, 1978 National Agreement)

Section 1

At points where yard crews are employed, combination road-yard service zones may be established within which yard crews may be used to perform 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 10 miles, or the entrance switch to the last industry, whichever is the lesser. The distances referred to herein are to be computed from the switching limits existing on the date of this Agreement, except where the parties on individual properties may agree otherwise.

b) Within Road-Yard Service Zones, yard crews may be used only to meet customer service requirements for the delivery, switching, or pick up of cars which were not available or ready for handling by the road crew or crews normally performing the service or which are required to be expedited for movement into the yard before arrival of said road crews 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 reduced 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.

Section 2

At points where yard crews are employed, combination road-yard service zones may be established within which yard crews may be used to perform specific 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 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 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 miles road-yard service zones, established under this Section where restrictions did not exist prior to the date of this Agreement.

Section 3

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

ARTICLE 29—ROAD-YARD MOVEMENTS

Section A—Road-Yard movements

The limitations contained in the following paragraphs of this Section apply during the time periods in which road crews cannot otherwise perform yard service under the provisions of Section B of this Article.

(1)(a) It is permissible for road crews in yarding trains at terminals where track on which yarded will not hold the entire train to fill that track to capacity and permit the overflow to extend out on the rear, or where track is filled to capacity and rear of train is pulled into clear on track on which yarded the overflow may extend out on head end, provided no doubleover is required of the roadmen.

(b) When a train is yarded in this manner, the entire train will be left intact. No other movement of cars will be required of the road crew in connection with the yarding operation.

2)Where a doubleover of an inbound train is required of road crew, they will make the doubleover from the head end and it will not be permissible to leave a portion of the train extending out of the track on the rear.

3)Inbound road crews will not be instructed to stop short of the clearance point. This provision does not apply to "run-through" trains---see Paragraph (5), below.

4)(Article IX of January 27, 1972 National Agreement, as revised by Article X of the August 25, 1978 National Agreement)

(a) 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 pickup at another location in the initial terminal (in addition to picking up train) and one straight setout at another location in the final terminal (in addition to yarding the train); one straight pickup and/or setout at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle locomotives 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 2 or more tracks to hold the train it is not required that any

track be filled to capacity; and exchange locomotive of its own train.

Interpretations (FRISCO Agreements):

In connection with that portion of Paragraph (4)(a) which reads:

"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.: ***handle locomotives to and from train to ready track and engine house including all units coupled to the operating unit (units); ***and exchange locomotive of its own train."

i)It is permissible for a road crew at points where road crews are restricted from performing yard service (either during the entire day or during a 12-hour period) to make any necessary movements with the locomotive in order to exchange a locomotive or any portion thereof. In other words, it is permissible for the outbound crew to take a locomotive back to the roundhouse to exchange the locomotive for another locomotive, to exchange a unit of the locomotive for another unit, or to add or remove units, all of which constitute "an exchange".

ii)Taking the locomotive back to the roundhouse or any other location solely for the purpose of servicing, supplying or repairing does not constitute "an exchange" and such movements should be performed by a Yardman in

accordance with the Yardmen's Schedule (if a Road Brakeman is required to do so he, but not other members of his train crew, will be entitled to a yard day).

(iii) With regard to points where road crews are permitted to perform "any yard service," under Sections B(3) and B(5) of this Article, the road crew (usually the Head Brakeman) is permitted to accompany any light locomotive movements within the station or terminal for any reason and this would also include taking the locomotive to the roundhouse for exchange, servicing, supplies and/or repairs, without penalty.

(b) 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. There will be no change in work permitted or compensation paid to combination assignments, such as mine runs, tabulated assignments, etc.

Note: See employe protective conditions contained in Article 11.

(5) Run-through Trains

a) Outbound Roadmen may be required to relieve inbound Roadmen at terminals before train is completely yarded and complete the yarding if only a straightaway move is necessary. This will not entitle Roadmen or Yardmen to penalty payment.

b) If an outbound road crew takes charge of the locomotive on an inbound train before it is completely yarded, or if they take charge of a locomotive that was not detached from the train

by the inbound crew after they properly yarded their train, they will be paid initial terminal delay after 30 minutes instead of the 1 hour and 15 minutes specified in Article 31, Section B.

(c) The "straightaway move" limitation contained in Paragraph 5(a) does not apply to or preclude light locomotive movements in situations where Paragraph 5(b) is applicable, made by the outbound road crew in order to avoid interference with another crew switching their train or to movements permitted by Paragraph (4), above.

Interpretations:

If a road crew is required to exchange locomotives and/or trains so as to preserve first-in/first-out principle, no penalty payment will result, nor will this exchange result in a penalty payment to Yardmen. This interpretation involves situations where the exchange may result in a crew exchanging a "run-through" train for a non-"run through" train, or vice versa, and in the event of such an exchange, the crew involved shall be paid initial terminal delay on the basis of the nature of the train on which they depart.

The provisions of Section B of this Article modify and supersede the "straightaway move" limitation at yards where the Carrier may have yard work performed by road crews.

(6) FAYETTEVILLE: Road crews on Ft. Smith Subdivision may set out and/or pick up cars together at Fayette Junction and Fayetteville or Efay when yard crew is or is not on duty. This applies to trains turning as well as trains operat-

ing through Fayetteville. First set out and/or pick up, if Fayetteville is the crew's initial or final terminal, is covered by Paragraph (4) of this Section.

7)The following handling by road passenger crews is permissible and does not constitute yard switching:

Turning train or locomotive on either inbound or outbound trip by heading around leg of wye and backing into or out of station at Joplin, Okmulgee, Wichita, St. Louis and Memphis. At Joplin, picking up and/or setting out cars on rear of train at passenger station; at Jonesboro and Okmulgee, setting train out and picking train up from side or yard track at passenger station.

8)In all yards, "no bill" cars found in the train after it is made up may be set out by road crews when yard crew is on duty and is not immediately available. In yards listed in Paragraph (9) in the event that a yard crew is not on duty, road crews may set out "no bill" cars found in their trains after the yard crew has gone off duty. Employes on a road crew making such a setout of "no bill" cars are to be compensated by payment of one hour pro rata road rate of pay independent of all other allowances of their trip, except during the time periods during which road crews can perform any yard service with or without additional payments under the provisions of Section B of this Article.

9)Except as otherwise provided in Section B of this Article, there will be no less than one regularly assigned yard crew maintained at each of the yards listed except that the minimum at Joplin shall be 2 crews:

Joplin	Jonesboro	*Francis
Muskogee	*Cape Girardeau	Arkansas City
*Okmulgee	Fayetteville	Paris
*Lawton		

*Indicates that the yard crew has been discontinued under the provisions of Section B.

At Paris, this agreement to maintain a yard assignment applies only during the time the yard is operated under jurisdiction of the SL-SF Railway Company. When Paris yard is under the jurisdiction of the ATSF Railway Company, this Agreement applies to SL-SF Railway Company's road crews in same manner as when the yard is operated under the jurisdiction of the SL-SF Railway Company.

(10)(a) Road passenger crews may handle or change their own road locomotives when a yard crew is not on duty at yards listed in Paragraph (9) and shall be paid for such service on the basis of actual minutes at pro rata rate of pay with a minimum of 15 minutes.

b) In yards listed in Paragraph (9), when yard crew is not on duty, road passenger crews may be required to handle their own trains or motor cars to and from yards and depot and they shall be compensated for such service on the minute basis with a minimum of 30 minutes pro rata rate of pay independent of the road trip.

c) When yard crew is not on duty at yards listed in Paragraph (9), road crews on local freight, road switchers or mine switchers, may be required to make up their own trains in addition to performing service provided in Paragraph (8). Through freight crews may perform the same service at Francis, Oklahoma, when yard crew is

not on duty. When these moves are made by road crews they shall be paid on a minute basis with a minimum of one hour pro rata road rate of pay independent of allowance for the road trip.

(d) When a yard crew is not on duty at yards listed in Paragraph (9), in addition to setouts or pickups covered by Section A(4) of this Article, road crews may be required to place cars from their own trains containing livestock, perishable freight, and merchandise for delivery to connecting line or lines, or for unloading, and/or pick up cars containing livestock, perishable freight and merchandise to go forward in their own trains, when these cars were not ready for movement or were placed on interchange after the yard crew had gone off duty. When these moves are made by road crews, they shall be paid on a minute basis with a minimum of one hour pro rata rate of pay independent of allowance for their road trip.

(11) Road crews shall not be required to classify their trains en route between terminals of their runs or maintain blocks for their final terminal or beyond.

Exceptions and Interpretations:

a)The above Paragraph (11) does not prohibit the Carrier from requiring a crew to classify cars that they are setting out from their train at an intermediate station on their trip.

b)The above Paragraph (11) does not prohibit the Carrier from requiring a crew to pick up cars destined to their final terminal or beyond in a block of cars and add them (all together) at any one specified place in their

train, e.g., behind their locomotive or behind the short loads and empties.

c)The above Paragraph (11) does not prohibit the Carrier from requiring a crew to pick up restricted cars, as described in Section C(2) of this Article, in a manner that will comply with placement requirements or limitations.

d)The above Paragraph (11) will not apply to cars being used by government authorities to transport troops or other government personnel and/or special government material, due to requirement of shipper (government) that such cars be placed in, or kept in certain position in train.

12)Road crews may be properly required, when yarding their trains, to keep road crossings and both end-of-yard and interior lead tracks clear of obstructions by making separations in their trains. Outbound road crews may be properly required to couple up such separations in their trains, prior to departure.

Note: Article 39, Section C permits an inbound or outbound crew to make one additional stop to permit Company Mail to be loaded on and/or unloaded from their locomotive or caboose.

13)Under the provisions of Article 29, Section A, Frisco road crews operating solid trains out of a foreign carrier's yard may stop on Frisco trackage at the initial terminal to have a yard crew remove or reposition a restricted "high-and-wide" or otherwise restricted car.

14)When yard work is required of road crews in yards not outlined in this Agreement as per-

missible and provided for, the road crew performing the work shall receive one day at yard rate of pay in addition to their allowance for the road trip and the Yardmen first-out and entitled to be called for an extra yard crew at the time of the occurrence will be paid a minimum day at yard rate of pay.

Section B--Combination Road-Yard Service

(Article V of the June 25, 1964 National Agreement, except as otherwise indicated)

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 4 hours within a spread of 10 hours for 10 consecutive working days. The 10 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 4 hours of such work within any spread of the same 10 hours for 10 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 4 hours' switching within the spread of 12 hours for 10

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 Paragraph (10) hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second 12-hour period as set forth in Paragraph (5).

Note: The studies referred to in this Paragraph (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 10 days' written notice of the proposed discontinuance to the representatives of the employes involved, advising the names of the Carrier's Officials who are designated as its representatives for the purpose of the study, and the date on which the study will begin. At any time prior to the date the study is to begin, the representatives of the employes involved shall advise the Carrier of the names of their representatives for the purpose of the study. If such representatives are not so named, or fail to participate, the study may be conducted by the representatives of the Carrier. In either event, the result of the study shall be binding on the parties for the purpose of this rule.

The same procedure will be adhered to in conducting studies proposed by the representatives of the employes for the restoration of assignments

that have been discontinued under the provisions of this Paragraph (1).

2)The provisions of Paragraph (1) hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.

Interpretation (FRISCO Agreement):

Adjustment Boards have interpreted this Paragraph (2), and Paragraph (1), above, to mean that a "joint study" (as a condition to be met prior to discontinuing the last yard crew assignment) is required **only** at those yards that are listed in Paragraph (9) of Section A of this Article.

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 12-hour period (herein called the first 12-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this Section B. Road crews may be required to perform any yard service during a second 12-hour period beginning at the expiration of the first 12-hour period provided yard crew assignments are not assigned to start or terminate during such second 12- 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 Paragraph (1) hereof, shall be paid for on the minute basis, with a minimum of one 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 Paragraph (7) hereof.

9)Initial and final terminal delay rules shall not be disturbed by this Section B except that when road crews perform yard service for which they are compensated under the provisions of Paragraph (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.

0)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 Paragraph (1) of this Section B.

1)Every employe deprived of employment as the immediate and proximate application of this Section B, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the

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

Section C---Station Order

1)Where possible in making up trains, all short loads and empties shall be switched in station order and placed on head end of train.

2)Provisions of Paragraph (1) hereof, do not apply with respect to the position in train of so-called high-and-wide loads; car *"placarded" to move on rear of train, next to locomotive or on head end only; cars which under governmental regulations or laws must be spaced a specified number of cars from the locomotive or caboose; livestock which operating rules require be placed at a certain location in train; open cars (including TOFC cars) with lading that may be damaged by other equipment or lading (such as

sand, gravel, creosote, acids, etc.), and so-called "buffer cars" used to facilitate placement requirements or restrictions.

Additional Exceptions and Interpretations:

(a) Cars placarded to move on "head end only" may be placed anywhere within the first 25 cars of the train.

*(b) Except where such placards are required by law or governmental regulations, in lieu of actually placarding certain cars the Carrier may notify the (head end and rear end) crew, in writing, concerning the placement requirement of a car or cars in their train.

c)Provisions of Paragraph (1), above, and Paragraph (11) of Section A of this Article, will not apply to cars being used by government authorities to transport troops or other government personnel and/or special government material, due to requirement of shipper (government) that such cars be placed in or kept in certain positions in train.

d)Paragraph (1), above, applies only at the road crew's initial terminal and then, only when it is a terminal at which yard service is maintained.

e)The "station order" required by Paragraph (1), above, does not have reference to the final destination of the cars but, rather, concerns the station at which the road crew is required to set out the cars.

(3) When it becomes necessary to reduce a train after it has departed from the crew's initial terminal, the crew may be required to set out lesser important tonnage, regardless of where located in the train, without penalty.

(4) When trains are not made up in station order as provided in Paragraph (1), and the exceptions contained in Paragraph (2), above, the road crew that handles the train and the Yardmen first-out and entitled to call for an extra yard crew at the time train departs from initial terminal will each be allowed a day at yard rate of pay.

ARTICLE 30--GENERAL RULES

Section A--Handling Pool Crews

(1)(a) Crews not assigned to regular runs shall be designated as pool crews and shall be run first-in/first-out on their assigned territory, except in cases of absolute necessity (see INTERPRETATION under Paragraph (b), below) or as otherwise provided in this Agreement. On districts where cabooses are not pooled, cabooses shall be assigned to the pool crew and will hold the turn for the pool crew. Pool crews will be entitled to all unassigned freight and unassigned work train service (except as otherwise provided for in Article 4, Section B). They will work straightaway or turnaround in the unassigned service for which called. They may also, as part of their trip, make side trips of which they are notified before they leave the initial terminal (i.e., switching limits if it is a yard) of the trip. (See Section H of this Article in regard to emergency side trips.) Subject to the limitation contained in Section F of this Article, "bum crews" (i.e., crews composed of extra employes) will be used in unassigned service for which regular pool crews are not available.

Article 30 Section A (Cont'd.)

Interpretations:

1)When a pool crew is properly notified to make a side trip and then (after they leave their initial terminal) is instructed not to make it, they will be entitled to the side trip mileage in addition to actual miles run.

2)Pool crews called for straightaway service may be turned back and paid continuous time for the trip because of the provisions of Article 35, Section B.

(b) Pool crews shall be kept on their assigned territory except in cases of absolute necessity. In the event a pool crew is used off their assigned territory they shall be returned with locomotive and caboose only, or deadheaded, to their assigned territory. When a pool or "bum" crew is used off their assigned district, the crew will be allowed a separate day's pay for such service (time or miles basis). This rule does not apply when the crew is called for service on another seniority district under the "absolute necessity" provisions or when detouring over another seniority district or another carrier's tracks.

Interpretation:

"Cases of absolute necessity" have been interpreted to include situations where pool or "bum" crews are used to protect a train on an adjoining (another) seniority district for which a crew of that other district cannot be made available without delaying the train. The crew that is used is not entitled to an additional (penalty) day but only to the working day. They are entitled, when possible, to be deadheaded home (with pay) after completing that one trip.

(c) When a pool crew in other than work train service is used to perform miscellaneous work train service en route, Article 32, Section B shall apply.

Note: See Section H of this Article in connection with lapbacks and side trips.

(2)(a) A pool crew will not be aggregated out of their home terminal (except in cases of absolute necessity) when another pool crew or "bum" crew is available. When necessary to use a pool crew or "bum" crew (composed of extra or emergency employees) in such cases, the unrested pool crew will not be considered to be "runaround" and will not be entitled to claim because thereof. Bum crews are to be treated and handled as though they were pool crews from the time they are called until they tie-up at the home terminal.

(b) In applying the foregoing provision of this Paragraph (2), the pool crew shall not be considered to be aggregating (and shall be used) if the "pool crew turn" has been in the terminal and tied up for 8 hours or more (or 10 hours if required by the Hours of Service Law or if a member of the crew requested 10 hours' rest under the provisions of Article 17). If there is no regular assigned member of the crew (or an employe who is occupying a 6-day vacancy on it) who is marked up on the crew, the rest limitations shall not apply and the "pool crew turn" shall be called in turn without any regard to the time it has been in the terminal.

(3) There will be no preferred crews assigned in through freight service operating over the same territory where pool crews are handled under the first-in/first-out rule unless agreed upon by the General Chairman and the Director of Labor Relations.

Article 30 Section B

Section B---Order of Mark-Up

1) Except where otherwise provided in this Agreement, pool crews working into a terminal will be marked up on the basis of their arrival at the terminal (without regard to terminal delay); provided, however, if a crew is in work train service and performs some work train service after arriving at the terminal, their off-duty time shall govern their order of mark-up on the board. "Arrival at the terminal," as used here, means the time they arrive at the "point fixed" for final terminal delay purposes.

2) Pool crews deadheading (with or without pay) into a terminal will be marked up at, and on the basis of, the time that the deadheading ceases (i.e., if by train, immediately ahead of the working crew; if by automobile, when the automobile stops at the register point; and, if by intercity bus, at the time the bus stops at the depot or point where they debark), except as otherwise specified in this Agreement.

3) If the mark-up time of 2 or more pool crews (under the above provisions) occurs simultaneously and the foregoing provisions do not resolve the order of mark-up, they shall be marked up in the order in which they were last called at the home terminal.

(4)(a) When 2 pool crews are called at the same terminal, one to work and one to deadhead on the same train, the first-out pool crew will be called to deadhead and the second-out pool crew to work.

(b) In the event there are 2 pool crews deadheading, one to an intermediate point and the other to a more distant point, the first-out pool crew will be called for the nearest point (i.e., intermediate station) and the second-out pool

crew will be called to deadhead to the more distant point.

Section C—Runaround

(1)(a) If a pool crew is runaround at a terminal, through no fault of their own, the Conductor and Brakemen on the crew shall each be paid not less than one day's pay at minimum through freight rate and go behind other pool crews in that terminal.

(b) A pool crew (including a "bum crew") will not be considered runaround when they go out on a train for which they were properly called. An exchange of pool crews and trains will be made at terminals, if it is evident that the second-out pool crew is going to leave the terminal before the first-out pool crew, if this exchange can be made without causing too great a delay to either train. Any movements made in connection with the original trains prior to exchanging crews will not be considered as a violation of the Agreements and initial terminal delay shall be computed as set forth in Article 31, Section B.

Exception:

A pool crew that is called for extra work train service will not be exchanged with another pool crew that has been called for freight service, and in such circumstances, the penalty provided for in Paragraph (1)(a), above, shall not apply. It will, however, be permissible in cases where a pool crew has been called in freight service, and it then becomes necessary to call a pool crew in wrecker service, to change that crew to wrecker service in order to avoid delay to the wrecker.

2)With regard to Conductors only, a Conductor who stands first-out on a pool crew at the away-from-home terminal will not be considered runaround if he is not called to make a trip that he does not have time to work under the Hours of Service Law. If the actual service performed is less time than this Conductor has to work, he will be entitled to the penalty as provided for in Paragraph (1)(a), above.

3)Pool crews shall not be required to make a turnaround trip out of an away-from-home terminal point more than once in succession if there is another pool crew at that point that is rested and available for the call, and when otherwise possible to avoid the second turn. This rule contemplates that someone on the train crew will make a written request (at or before the time they tie-up after making the first turnaround) that the crew not be used on the successive turnaround trip and then the other crew will be used around them while they remain first-out for the next call (and the penalty provided by Paragraph (1)(a), above, shall not apply).

Section D---Pool Crews or Extra Employes Called and Not Used

1)An employee who is called for service or deadheading and then is released, will be allowed a day's pay (at the minimum rate applicable to the service of deadheading for which he was called) and be marked up behind other employes in the same type of service then in that terminal.

2)Carrier is not liable for this "called and not used" penalty in situations where the call is simply changed from service to deadhead, or vice versa.

(3) When an employe is called but is later notified before he leaves his residence or lodging place that the call is cancelled, no payment will be made.

Section E—Mileage-Pool Crews

(1) The number of crews in pool service shall be regulated so they will make between 3300 and 3800 miles per month, and such crews shall not be reduced or increased except through negotiations between proper Carrier Officers and Local Chairmen or their designated representatives.

(2)(a) Except as otherwise provided in this Section, adjustments will be made at 12:01 P.M. on the 1st and 16th day of each month.

(b) In the event the proper local Carrier Officer believes that the demands of the service require additional pool crews to be added between adjustment dates, the proper local Carrier Officer will first advise the proper Local Chairmen at the point involved and such temporary addition(s) will be made in accordance with the mutual understanding that the needs of the service must be protected at all times. When the need for the additional pool crews has ceased to exist, upon request from either Local Chairman the proper local Carrier Officer will promptly reduce the number of pool crews to the number agreed upon on the checking day immediately prior to the time such temporary addition(s) became necessary.

(3) In the event that one of the Local Chairmen requests an adjustment and the other Local Chairman is not agreeable, the Carrier will be the referee of the dispute. The procedure will be as follows: A check will be made of the miles

from the 1st to the 15th, or from the 16th to the 30th, whichever half of the month is involved. The 31st day of any month will not be counted. In the last half of February, use enough days in the preceding half to build it up to a 15-day half. If the pool crews on the involved subdivision averaged 1650 miles for the 15-day half (this average mileage to include the mileage made by extra crews, terminal and all arbitrary allowances, with the exception that overtime will be figured at pro rata rate per mile instead of time and one-half), the Carrier Officer will not remove a crew. If the crews averaged in excess of 1900 miles, the Carrier Officer will add a pool crew at the request of either Local Chairman and over objection of either one. Conductors and Brakemen will be assigned to a particular pool crew.

(4) When a pool crew is to be abolished under the provisions of this Section, the crew to be abolished shall be the one in that set of pool crews with the most junior regularly assigned Conductor; except that if one of the Pool Conductor assignments is under bulletin, that crew shall be the crew that is abolished.

Section F---Accumulation of Pool Crews

When the current of business results in the accumulation of pool crews at a terminal away from the origin of traffic on the division, they shall be deadheaded or run back so as to protect the business with the regularly assigned pool crews on the subdivision. "Bum crews" will not be used when it can be avoided.

Section G---Beginning and Ending Of Day

In all road service compensated time shall begin when the Conductor and/or Brakeman is

In the question as to pay of pool crews assigned to what is known as the Madill, Ardmore and Durant run:

It is proper to extend the run of this crew to Durant and return, paying for the 2 doubles, one way, Madill to Ardmore and return; and the other Madill to Durant and return, actual miles, or hours, in case the latter was earned.

It is understood that this is not an attempt to begin the practice of running pool freight crews through their established terminals. When a freight train gets to the end of its run, which in the case of a pool freight crew is the established terminal, if called again, it will begin a new trip---with the exception, of course, of turnarounds, which are authorized by agreement.

2)When either a pool crew or a crew in regularly assigned service is required to make an emergency side or lapback trip between their terminals within the scope of Supplement 25, miles made will be added to the mileage of the regular trip and paid for on a continuous time basis. Such crews to be confined to their assigned territory. Side trips under the meaning of this Article are for the purpose of protecting livestock, perishables and locomotive failures, in addition to emergencies as defined in Article 37.

3)Short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another intermediate point and return,

on account of locomotive failure, running for fuel or water, running for wreck car or carmen, or on account of derailment, when such conditions arise in connection with their own train, crews will be paid continuous time or mileage.

(4) Even when no emergency is involved, a pool crew may be notified at any time prior to the time that they leave their initial terminal (i.e., switching limits if it is a yard crew point) to make a side trip, and this will not be considered as being run off their assigned territory. When a pool crew is so notified they will be entitled to the mileage of the side trip regardless of whether or not they actually make the side trip involved.

Section I---Terminal Provision

When a crew has completed its trip to a terminal and is ordered out on another run or run off their assigned territory before completing trip, it will be considered as commencing another day and not continuous mileage.

ARTICLE 31---TERMINAL SWITCHING AND DELAY-FREIGHT

Section A---Terminal Switching

(1) Conductors and Brakemen in freight service shall be paid for all switching, bedding cars, loading or unloading stock or icing cars at initial terminal at 1/8 of the daily rate; less than 30 minutes not to be counted, over 30 minutes and less than one hour will be counted as one hour. At final terminal this work will be paid for at 1/8 of the daily rate when performed prior to time road overtime begins, if road overtime has commenced the rate will be 3/16.

2) In calculating the time engaged in switching under the rules, regulations or practices which are retained under the above paragraph, it is understood that the time will be continuous from the time the work is begun until it is completed and their train is coupled together.

3) Time consumed in switching will be deducted from total time on duty in computing road overtime.

4) This Section does not apply to crews in mine work, transfer or road switcher service.

Examples for application of this Section A:

a) Required to report at A 7:00 A.M.

Switches at A until..... 7:30 A.M.
Runs A to B, 100 miles, and Arrives at B..... 4:30 P.M.
Switches one hour at B and Relieved at B..... 5:30 P.M.
Compensation---100 miles plus one hour initial switching at former rates,
one hour road overtime and one hour final switching, both at 3/16 of the
daily rate.

b) Required to report at A 7:00 A.M.

Switches at A, 7:30 until8:00 A.M.
Leaves A..... 8:00 A.M.
Runs A to B, 100 miles, and Arrives B..... 4:30 P.M.
Switches at B until5:00 P.M.
Relieved5:00 P.M.
Compensation---100 miles plus one hour initial switching at A, former
rates, one hour road overtime at 3/16 and one hour switching at B at
former rates.

- c) Run of 100 miles.
- | | |
|------------------------------|-----------|
| Required to report at A..... | 7:00 A.M. |
| Leaves A at..... | 7:25 A.M. |
| Arrives B..... | 2:45 P.M. |
| Switches until..... | 3:25 P.M. |
| Relieved at B..... | 3:25 P.M. |
- Compensation under the rule one hour's pay is allowed for switching at final terminal and as one hour's pay equals 40 minutes at time and one-half, the one hour terminal switching at pro rata rate will be paid in addition to the 100 miles.
- d) If in a similar case the switching at final terminal consumed one hour and the crew is released at 3:45 P.M., one hour after arrival, they would receive one hour at pro rata, or overtime on the actual minute basis after 8 hours on duty at 3/16 of the daily rate per hour, whichever is the greater.

In computing time under these examples, preparatory time is not included.

(5) Where, under any schedule rules, it has been the practice to allow the special payments and in addition calculate the road overtime for the trip from the time required to report for duty until final release at end of day, the duplication of time is eliminated and compensation for the trip will be calculated on the basis shown in the foregoing examples.

Notes (Other rules affecting the application of this Section A):

- (i) When a crew makes one additional stop for Company Mail to be loaded on

and/or unloaded from their locomotive or caboose, such time may affect the computation of terminal switching---see Article 39, Section C.

(ii) When Conductors or Brakemen make statements or reports on a continuous time basis with a trip, at the request of an Officer of the Carrier, their terminal switching allowance may be enlarged as provided for in Article 50, Section B(3).

Section B---Initial Terminal Delay

(Article 5 of the National Agreement of May 25, 1951, applicable to Trainmen and Article 5 of the Conference Committee Agreement of May 23, 1952, applicable to Conductors)

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

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

This rule does not apply to pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, circus train (paid special rates or allowances), road switcher (district

runs), or to local freight or mixed service where switching is performed at initial terminal in accordance with schedule rules.

Note: The question as to what service constitutes a "mine run" as that term is used above shall be determined on each individual railroad by management and the appropriate General Committees. (For FRISCO Agreement, see Article 32, Section C.)

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

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

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

Notes (FRISCO Agreement rules affecting the application of this Section B):

i)Conductors or Brakemen making statements or reports at the beginning of their trip, at the request of an Officer of the Carrier, will be paid in the manner provided for in Article 50, Section B(2).

ii)Article 29, Section A provides that pool crews can qualify for payment of initial terminal delay after 30 minutes

instead of the 75 minutes mentioned above.

iii)When a Frisco road crew operates a "solid train" out of another carrier's yard under the provisions of Article 27, Section A, the Conductor and Brakemen on that crew will have their initial terminal delay computed until their train starts moving on the other carrier's track.

iv)When a crew makes one additional stop (after commencing their departure) for Company Mail to be loaded on and/or unloaded from their locomotive or caboose, such time will affect the computation of initial terminal delay. See Article 39, Section C.

Section C---Final Terminal Delay

(1) At each terminal, the Local Committee or Local Chairman in conjunction with the Superintendent in charge of the territory, shall fix a point from which incoming terminal delay shall be computed.

(2)(a) These persons shall conduct jointly a series of tests to determine what is a reasonable normal running time from point fixed in Paragraph (1), to tie-up point.

(b) The words "tie-up point", as used in this Paragraph (2), mean the off-duty point(s) (normally the register room) of members of the train crew. The "reasonable normal running time," as used in this Paragraph (2), shall not be less than 15 minutes. So far as practical, tests made in the future shall be conducted using only trains that are yarded on a yard track and the locomotive

taken to a tie-up track. Where the members of the train crew tie-up at 2 different points (e.g., the Head Brakeman ties up at the diesel shop and the Conductor and Rear Brakeman tie-up at the yard office), the "reasonable normal running time" shall be computed until all members of the train crew have arrived at their tie-up point.

(c) Each 5 years commencing June 1, 1982, the Local Chairman or the Superintendent may make a written request, provided he does so within that month of June, for a new "series of tests" to determine a new "reasonable normal running time" at any particular point, and in such event, such tests and determination will be made within 60 days after the date of such request. These tests and determinations shall be made upon the basis of the other provisions of this Paragraph (2).

(3)(a) The Carrier will pay the Conductor and Brakemen final terminal delay on a minute basis for all time consumed between their train's arrival at the point fixed in Paragraph (1) and their arrival (or the time that the last member of the train crew arrives, if members of the train crew tie-up at more than one tie-up point) at their tie-up point, that is in excess of the normal running time, determined as set forth in Paragraph (2). Except as otherwise provided below, all members of the train crew will be allowed the same amount of final terminal delay time.

Exception:

See Article 50, Section B which provides for the continuation of the computation of final terminal delay on an individual basis if the crew or any member of it is required to make

a statement or report or attend an investigation after arrival at the tie-up point.

b)Final terminal delay for train crews who deliver their "solid train" to a foreign carrier under the provisions of Article 27, Section A, shall be computed in the usual manner, i.e., from time of arrival at the designated point until the train crew arrives at their tie-up point(s), less agreed running time. However, if the crew did not pass the designated point en route to the foreign carrier's yard, the computation of such delay shall be commenced at the time the train stops on the foreign carrier's track (completing the delivery of the train) and continue until the train crew arrives at their tie-up point(s). That time, less the agreed running time at that terminal, shall be paid as final terminal delay (subject to extension under the above EXCEPTION).

c)When an inbound crew (after arriving at the "designated point") makes a stop to spot their locomotive or caboose so that Company Mail can be loaded and/or unloaded, such time is included in the computation of final terminal delay. See Article 39, Section C.

(4) Computation of time, as outlined above, begins on the arrival of the train at the designated point as outlined in Paragraph (1). As an illustration: Train arrives at point from which terminal delay is to be computed as indicated in Paragraph (1) at 4:00 P.M.; the agreed running time to tie-up point, as per Paragraph (2), is 15 minutes; the last member of the train crew arrives at his tie-up point at 4:30 P.M.; 15 minutes' final terminal delay will be paid. It is understood that when crew arrives at point designated in Paragraph (1), if they are on overtime,

the computation will be on the basis of the applicable overtime rate of pay; if they are not on overtime, the computation will be on the basis of the rate of 1/8 of the daily rate.

5)Time paid for as final terminal delay will be deducted from total time on duty in computing road overtime.

6)In case the crew qualifies for a final terminal switching allowance and for final terminal delay, both will not be paid; but, instead, whichever results in the greater earnings will be paid.

7)This Section C does not apply to train crews in mine, work, transfer or road switcher service.

ARTICLE 32--COMBINATION SERVICE- CONDUCTOR/BRAKEMAN

Section A--More Than One Class Of Road Service-Applicable To Conductors And Brakemen

(Award of Board of Arbitration of December 3, 1952 and effective February 1, 1953, except as modified by Section B)

Road Conductors and Brakemen employed in any class of road service may be required to perform 2 or more classes of road service in a day or trip subject to the following terms and conditions:

(1) **Payment:**

(a) Except as qualified by Paragraph (a)(b) below, payment for the entire service shall be made at the highest rate applicable to any class of service performed, the overtime basis for the rate paid to apply for the entire trip. Not less

than a minimum day will be paid for the combined service.

(b) Road Conductors and Brakemen in through freight and passenger service only shall receive full payment for the regular day or trip based on miles or hours applicable to the regular day or trip plus extra compensation on a minute basis for all additional time required in the other class of road service (except as otherwise provided by Section B hereof).

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

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

Examples for the application of this Paragraph (1)(b) are:

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

ii)An employe in through freight service on a run of 100 miles is on duty a spread of 9 hours, including 2 hours of another class of road service---Employe will be paid 100 miles

or 8 hours at pro rata rate for the trip plus one hour at pro rata rate and one hour at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

iii)An employe in through freight service on a run of 100 miles is on duty a spread of 10 hours, including 2 hours of another class of road service---Employe will be paid 100 miles or 8 hours at pro rata rate for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

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

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

2 This Section A Applies To:

- a Unassigned and/or assigned road service.

b) Another class of road service regardless of when notified, whether at time called, at the outset of, or during the tour of duty.

c) Passenger service, except that helper or pusher service not a part of the regular passenger assignment, or wreck or work train service, should not be required except in emergencies.

(3) This Section A does not involve the combining of road with yard service nor modify or set aside:

a) Lapback or side trip rules except when a combination of service includes work, wreck, helper or pusher service and such movements are made in the performance of work, wreck, helper or pusher service.

b) Conversion rules.

c) Terminal switching and/or special terminal allowance rules.

Section B—Miscellaneous Work Train Service

In lieu of provisions of Section A(1)(b) above, when crews in revenue road service are required to perform work train service en route, Road Conductors and Brakemen on such crews will be paid separate and apart from all other compensation for the trip for all time consumed in such service on the minute basis with a minimum of one hour and one-half. See definition of work train service (Article 4, Section A) and the following interpretations:

Interpretations:

(1) The 1 hour and 30-minute minimum allowance applies to the day or trip and does not apply to each separate time that miscellaneous

work train service may be performed during a particular day or trip. When miscellaneous work train service is performed on several occasions, each separated by the performance of revenue service, an operational delay, while waiting to perform revenue service, a respite or a meal period, the time expended in miscellaneous work train service shall be computed separately on each occasion and then totaled at the end of the day to determine the allowance that is due. When a crew that is on duty and under pay is sitting idle waiting to perform work train service, such waiting time shall be included in the miscellaneous work train time. Where work train service is continuously performed, it would be continuously computed even though revenue service was simultaneously performed during part of that time.

2)When a crew was required to stop their train under "tell-tales" to permit a maintenance man to adjust those "tell-tales" the time thus stopped was held to be miscellaneous work train service as contemplated by this Section B.

3)When a crew was instructed to spot their locomotive next to another dead locomotive so a maintenance man could apply a jumper cable and start the dead locomotive while the crew was eating, it was held that the crew did not perform work train service. Likewise, they did not perform work train service in another case, when they simply stopped their train near the mechanical track (making no special locomotive movement) and waited while a maintenance man applied the jumper cable

and started the dead locomotive. In still another dispute it was agreed that where the crew was required to cut off from their train, moved their locomotive near the dead locomotive and waited while the maintenance man applied the jumper cable and started the dead locomotive, they did thereby perform work train service.

4) Road crews called in unassigned work train service, after completing such service and while en route back to their terminal, were required to perform some industry switching and handle revenue cars to the terminal: Award held that they were entitled only to the highest rate of pay and not to the work train allowance.

5) An assigned mine switcher was required to shove cars under a tipple and pull them down as they were loaded with company chatt: Award held that they were entitled to the work train arbitrary for such time.

Section C--Mine Switching Service

In the application of the "More Than One Class Of Road Service" rule (Section A, above), any question about whether or not mine work is performed (by other than mine switcher crews) will be determined in accordance with the following:

1) Mine work will be considered switching performed in a mine installation where there is a tipple and a series of tracks serving that installation exclusively. A straight pickup or straight setout not to be considered mine work.

2) The spotting of or pulling cars from tracks

which serve wagon or truck mines, which merely deposit their products in cars from a ramp, is not considered mine work. Sand and gravel pits, rock quarries and similar industries are not considered mines under the meaning of this Section, which is not intended to enlarge upon the service which has heretofore been considered mine work; likewise, this Section is not intended to change the work classification at any point where service performed has been paid for at mine rate in the past.

Section D---Conversion Rule

1)Through Freight Crews

When through freight crews do local freight work, local freight rate of pay shall apply for the entire day or trip.

2)Local Freight Work Defined

a)Local freight work is construed to mean station and industry switching, loading, and/or unloading merchandise or packing house products (PHP) and the loading and/or unloading of company material and supplies from supply cars. "Industry" as used herein does not apply to mines (covered by Section C of this Article).

b)The following work by through freight crews will not constitute "station and industry switching" (i.e., local freight work).

They may set out cars which have been moved in their own train or pick up cars for movement in their own train; they may pick up these cars from any track, or in case of setouts, shove them into any track including the house track. They may spot cars set out provided they are not

required to perform any switching of other cars in order to accomplish this.

They may pick up from behind other cars and respot the cars thus disturbed at original location, spot cars set out if no switching of other cars necessary and make one setout and one pickup at the same station (setting out and picking up on 2 or more tracks, even when one track would not hold all of the setout or pickup, is station or industry switching except when done on interchange tracks).

c)The performance of yard work in a yard under the provisions of Article 29, Section B does not constitute the performance of local freight work.

d)Making an interchange delivery does not constitute the performance of local freight work.

Section E--Weighing By Through Freight Crews

Through freight crews required to weigh cars will be paid local rate.

ARTICLE 33--DOUBLING

When road crews (except road and mine switchers) are compelled to double for any cause they shall be paid actual miles; no allowance where the total number of miles is less than 100 miles and 100 miles are paid for. When necessary to cut off locomotive to help another train it shall be considered a double.

Interpretations:

(i) Train and locomotive movements made in the process of setting out cars, picking up cars, station and/or industrial switching do not

Article 33 (Cont'd.)

entitle the crew to additional mileage under the foregoing rule.

(ii) When any of the foregoing (i.e., doubling hills, etc.) results in the crew performing "More Than One Class Of Road Service" as covered by Article 32, that rule (and the payment specified therein) will apply in lieu of the actual mileage.

ARTICLE 34--CONSOLIDATED TIME

When an employe is used as a Conductor and Brakeman on a trip, he shall be paid the highest rate for the entire trip.

ARTICLE 35--TIED UP AWAY FROM HOME TERMINAL AND TIED UP BETWEEN TERMINALS

Section A--Tied Up Away From Home Terminal

(Item Third of the November 21, 1947 National Agreement effective January 1, 1948)

1)Employes in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of 16 hours from the time relieved from previous duty at a rate per hour of 1/8 of the daily rate paid them for the last service performed. If held 16 hours after the expiration of the first 24-hour period from the time relieved, they will be paid for the actual time so held during the next succeeding 8 hours, or until the end of the second 24-hour period, and similarly for each 24-hour period thereafter.

2)Should an employe be called for service or ordered to deadhead after pay begins, held away

from home terminal time shall cease at the time pay begins for such service or *deadheading.

***Note:** (FRISCO Agreement):
Pay for deadheading begins at the time the train departs.

3) Payments accruing under this rule shall be paid for separate and apart from pay for subsequent service or deadheading.

4) For the purpose of applying this rule the Carrier will designate a home terminal for each crew in pool freight and in unassigned service.

Section B---Tied Up Between Terminals---On Duty Less Than 10 Hours

(1)(a) When other than work train crews are tied up by the Carrier between established terminals or regular tie-up points, or between the terminals of an assigned run, they will be considered under pay at the expiration of 10 hours off duty, and will continue under pay for 8 hours unless called for service or deadhead before the expiration of 8 hours. On such trips a minimum of 100 miles will be allowed each crew to the tie-up point and a new day will commence when the crew resumes duty; this rule to apply only when crews are tied up before the expiration of 10 hours on duty. Crews tied up after the expiration of 10 hours on duty shall be paid in accordance with Section C of this Article. Pool freight crews tied up between terminals under this rule for less than an 8-hour period of rest will be paid continuous time for the trip.

(b) Computation of initial terminal delay, where applicable, is started from the time they actually report for duty and not from time pay begins at expiration of 10 hours off duty.

(2) If such crews are held 16 hours after the expiration of the first 18-hour period, crews will be paid continuous time for the next succeeding 8 hours, or until the end of the 24-hour period, and similarly for each 24-hour period thereafter. Should the crew be called for duty after pay begins under this Section B, time will be computed continuously.

(3)(a) When Springfield Subdivision pool crews (called at Springfield) are tied up at Monett under the provisions of this Section B, they will not be runaround by other Springfield Subdivision pool crews making Springfield-Monett turns.

(b) When Cherokee Subdivision pool crews (called at Tulsa) are tied up at Afton under the provisions of this Section B, they will not be runaround by other Cherokee Subdivision pool crews making Tulsa-Afton turns.

(4) See Article 45, Section B in regard to not tying up crews between terminals at points where eating and sleeping accommodations are not available.

Section C---Crews Tied Up Between Terminals Under The Hours Of Service Law

1)Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time and not then, until after the expiration of 10 hours on duty under the federal law, or within 2 hours of the time limit provided by state laws, if state laws govern.

2)If road crews are tied up in a less number of hours than provided in the preceding

para-

graph, they shall not be regarded as having been tied up under the law and their services will be paid for under Section B of this Article.

3)When road crews are tied up between terminals under the law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to the crew, provided, the longest period of rest required by any member of the crew, either 8 or 10 hours, to be the period of rest for the entire crew.

4)A continuous trip will cover movement straightaway or turnaround, from initial point to the destination train is making when ordered to tie-up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.

5)Road crews tied up under the law will be paid the time or mileage of their schedules from initial point to tie-up point. When such crews resume duty on a continuous trip, they will be paid miles or hours, whichever is the greater, from tie-up point to the next tie-up point, or to the terminal. It is understood that this Section does not permit crews to be run through terminals unless such practice is permitted under other provisions of this Agreement.

6)Road crews tied up for rest under the law and then towed or deadheaded into terminal, with or without locomotive or caboose, will be paid therefor the same as if they had run the train to terminal (i.e., continuous time until they arrive at the off-duty point in the terminal).

Note: If crews are towed or deadheaded before legal period of rest has expired,

they will be paid continuous time the same as if they had not been tied up.

(7) See Article 45, Section B in regard to not tying up crews between terminals at points where eating and sleeping accommodations are not available.

ARTICLE 36--CABOOSES

Section A--Assigned Cabooses

(1)(a) Crews assigned in local, work train, mine or road switcher service (and in pool or unassigned service on territories where cabooses are not pooled) shall have an assigned caboose. Assigned cabooses shall not be taken from crews except when it is necessary that they be repaired or when a different caboose is being permanently assigned to the crew.

b) Two or more crews may be assigned the same caboose so long as that caboose is ready and available for each crew when they begin duty.

c) When an assigned crew is deprived of their caboose for any other reason, the Conductor and Rear Brakeman will be entitled to an additional day's pay.

(2)(a) Assigned crews in local, mine and road switcher service will be given an arbitrary allowance of \$1.00 for each member for each night the crew is tied up away from the home terminal of the assignment.

(b) At points where assigned crews are paid for terminal switching under the provisions of Article 31, Section A, the arbitrary allowance referred to in Paragraph (a) hereof will not apply.

Article 36 Section B

Section B---Pooled Cabooses

1)Cabooses for crews in pool or unassigned service may be pooled instead of being assigned to individual crews.

2)When cabooses are pooled in accordance with Paragraph (1) of this Section, full length lockers will be furnished for each employe at each through freight terminal on the territory where cabooses are pooled. At through freight terminals that are not home terminals for employes, the Carrier will furnish wash, toilet and shower bath facilities. These facilities will be kept in a clean and sanitary condition. The employe will cooperate in keeping facilities clean.

3)Employes using such pooled cabooses will receive \$1.00 for each round trip that they are tied up at an away-from-home terminal, except that employes in unassigned work train service will be paid \$1.00 for each night spent away from their home terminal.

4)Employes using such pooled cabooses will not be required to walk more than one-half mile from the caboose on their inbound train to their off-duty point. If when they relinquish it their caboose is more than one-half mile from their off-duty point, they will be furnished transportation by the Carrier.

5)Pooled cabooses need not be furnished on troop trains or trains of empty passenger equipment going to and returning from troop movements.

Section C---Equipment

(1) All cabooses, both assigned and pooled,

shall be substantial and comfortable, and of the cupola-platform type, however, the General Chairman and the Director of Labor Relations may agree on a different type of caboos. They will be equipped with an operative heating stove and fuel, wash basin (with supply of wash water), flush-type toilet, sanitary water cooler and drinking cups, suitable desk and lamp, sufficient cushions to cover seats, lockers for clothing and equipment, and shall be kept supplied with necessary equipment and supplies, when properly ordered by the Conductor. These supplies will be placed on the caboos by someone other than the Conductor and Brakemen except as provided for in Paragraph (4) of this Section C.

2)Pooled cabooses will be supplied with stationary and electric lights. They will be kept clean and periodically the floors will be scrubbed and windows washed. Employees will cooperate in keeping cabooses clean. The incoming Conductor must order needed supplies or equipment and report any defect in the caboos that needs correction.

3)The "flow through" drinking water cooler constitutes a satisfactory dispenser insofar as the requirement of existing agreement rules and understandings. Ozarka water or comparable bottled water in disposable container and ice will be furnished.

4)Brakemen in assigned service (local, road or mine switcher and work train) may be required to supply their cabooses with fuel, ice, water and drinking cups at any point except at district terminals where yard crews are employed.

Note: It is understood that ice, fuel, water and drinking cups for cabooses shall be kept at convenient places and made readily available. If dispute shall arise as to "convenient place" same shall be agreed upon by the Carrier and Local Committee.

(5)(a) Brakemen on crews with an assigned caboose may be required to supply their caboose in accordance with Paragraph (4) of this Section. However, an outbound Conductor departing from a district terminal where yard crews are employed must protest to his supervisor any defective condition of his caboose prior to his departure from that point. If he does protest to his supervisor and then is ordered to leave the terminal without correction of the condition, he must record the name of the supervisor and the time the incident occurred.

(b) When an assigned crew is required to depart from district terminal where yard crews are employed with a caboose that is not properly supplied with ice and water, fuel and operative stove, the Conductor and the Rear Brakeman (if any) will be entitled to an additional day's pay.

(6)(a) An outbound Pool Conductor must protest any defective condition of a caboose prior to his departure from his initial terminal. If he does protest to his supervisor and then is ordered to leave the terminal without correction of the condition, he must record the name of the supervisor and the time the incident occurred.

(b) Then when a pool crew is required to depart from the initial terminal under these circumstances with a pooled caboose that is not properly supplied with water for personal sani-

tary use, sanitary drinking cups, water and ice, fuel and operative stove, or is required to depart from one of the major terminals (St. Louis-Springfield-Tulsa-Kansas City-Memphis-Birmingham) without operative electric lights, the Conductor and the Rear Brakeman (if any) will be entitled to an additional day's pay.

ARTICLE 37--EMERGENCY DEFINED

"Emergency" as used in this Agreement refers to wrecks, fires, washouts, or main line obstructions.

Note: This definition does not apply to the terms "Emergency Conductor" and "Emergency Brakeman".

ARTICLE 38--SWITCH LIST

Switch lists shall be furnished showing what tracks cars to be picked up are on and any other information to expedite movement of the train.

Interpretations:

a)The above rule is applicable only to pool crews and regular assigned local freight crews.

b)The only information necessary to give a crew is the car numbers and initials and the track on which they stand.

c)Information may be given to the train crew either in writing or verbally so long as it is given prior to the pickup.

Article 38 (Cont'd.)

(d) A car or cars moved from an industry to a yard track, or moved from one track to another within a point, will not be considered as picked up unless they are moved out of that station by the crew involved. That is, the above provision applies only to cars **when** picked up and moved forward in their train.

ARTICLE 39--DUTIES

Section A--Car Doors, Brasses, Water Cars, Livestock

At points where Carmen are employed and on duty, Conductors or Brakemen shall not be required to close car doors on cars other than those in their own trains and those being handled by their crew. Also, they will not be required to brass cars, to fill or empty water cars, load or unload stock. They will not be required to chain up cars other than those being handled in their train.

Section B--Ventilation and Refrigeration

Conductors or Brakemen shall not be required to handle (i.e., adjust) ventilation or refrigeration of cars, except when the temperature changes en route. No reports shall be required except they will fill out printed form or advise proper Carrier Officer by letter, showing only the identify of cars on which the ventilation/refrigeration was changed.

Section C--Company Mail

(1)(a) Crews in road freight service may be required to stop at a point (one) designated by the Carrier in their initial and/or final terminals (or

at any station en route) in order to permit Company Mail to be loaded on and/or unloaded from their locomotive or caboose, but when this is done, the loading and/or unloading will be done by someone other than the members of the train and engine crew.

(b) When a crew in road freight service is required to make the additional stop (i.e., "spot") contemplated by the above paragraph at the crew's initial terminal, the computation of initial terminal delay (see Article 31, Section B) shall be continued until the Company Mail has been loaded and/or unloaded and the train actually starts on its road trip (i.e., starts moving) from the spot where that stop was made. If the crew is required to make this stop after arriving at or passing the "point fixed" for final terminal delay computations (see Article 31, Section C), that existing agreement provides that the computation shall be continued until the crew arrives at their off-duty point. When this additional stop is required at a point where the crew is entitled to initial or final terminal switching (see Article 31, Section A), the time that they are actually stopped for the loading and/or unloading of Company Mail shall be added to the time engaged in switching to determine the amount they shall be paid for terminal switching. Nothing in this paragraph is intended to enlarge the application of the terminal delay and terminal switching rules to classes of service not covered by those rules.

(2)(a) Conductors in freight service required to personally handle (i.e., pick up and/or distribute) Company Mail at more than 2 points (including the initial and/or final terminal of the crew), in service not excluded by Paragraph

(2)(b), below, will be paid an arbitrary of \$1.00 in addition to and separate from all other payments. It is understood that a Conductor may be required to handle (carry) one packet or one briefcase-size sack of Company Mail between his on/off-duty point and caboose, or vice versa, and between a station building and caboose, or vice versa. This arbitrary is to be paid only once for a tour of duty and only for those tours of duty during which such service is required.

b)The allowance provided by Paragraph (2)(a), above, will not be made to a Conductor on runs where he or any member of his train crew receives an additional allowance for handling U.S. Mail, express or baggage. On crews where such a payment is made, the Company Mail will be handled by the crew member receiving such payment without any additional payment.

c)The language "Company Mail", as used in this Paragraph (2), does not include the following: lantern batteries, safety shoes, heavy packages of tariffs or magazines, or any other similar material not generally recognized as bona fide Company Mail.

d)The provisions of this Paragraph (2) hereof shall not serve to preclude the Carrier from having employes other than Freight Conductors or Brakemen from loading and/or unloading any kind of material (not to include greasy, dirty, otherwise objectionable and/or bulky items which would impede crew's proper performance of their duties on cabooses) at any point. In such cases, so long as these materials are not physically handled by the Conductor or Brakeman it will not be considered as a violation of any rule or agreement, and the Conductor will not be

entitled to the arbitrary allowance provided by Paragraph (2)(a), above.

(e) This Agreement in no respect restricts the right of the Carrier in making any other arrangements for the handling of Company Mail by other than Conductors or Brakemen.

ARTICLE 40--HANDLING TRAIN WITHOUT AIR BRAKES

Conductors and Brakemen shall not be required to handle trains without air brakes, except in case of air failure on the road, and then only to first siding, and shall notify train dispatcher at the first opportunity.

ARTICLE 41--CLERICAL ERRORS

Conductors and Brakemen shall not be fined for clerical errors or mistakes.

ARTICLE 42--VIOLATION OF LAWS

Should it be required by an Officer of the Carrier that Conductors or Brakemen violate the law or laws, such instructions shall be given in writing.

ARTICLE 43--WEARING APPAREL AND ELECTRIC LANTERNS

Section A--Wearing Apparel--Shoes

Employes shall meet the following standard for being "suitably shod":

Footwear must have a substantial sole of sufficient thickness to resist puncture, a definite

heel-instep notch with substantial leather (or leather substitute) upper portion.

The Carrier will not unilaterally, of its own volition, change the foregoing standard insofar as employes represented by the Organization.

Section B---Electric Lanterns

(Conference Committee Agreement signed at Chicago, Illinois, April 18, 1941)

1)The railroads will permit the use of white electric hand lanterns by employes.

2)Employes will be furnished electric hand lantern by the particular railroad on which employed upon depositing with that railroad the actual cost thereof, not exceeding \$2.00 each.

3)Deposits for lanterns secured from the railroads may be made by employes by depositing cash therefor or by signing a deduction order for the amount to be deducted from their paychecks on the current payroll.

4)When an employe leaves the service, either voluntarily, by discharge or by death, or those retaining employe relationship but not in active service, the lantern may be returned to the railroad, whereupon the amount of deposit made when the lantern was issued, not exceeding amount of \$2.00 shall be refunded to him or his estate or heirs.

5)Replacement of lanterns will be made by the railroad without cost to the employe under the following conditions:

(a) When worn out or damaged in the per-

formance of railroad service upon return of the lantern issued by the railroad.

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

c)When destroyed in the performance of duty.

6)Employes 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.

7)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 2 white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.

8)Employes who, prior to the effective date of this Agreement, have provided themselves with electric lanterns and have used them in the service of the railroad may continue to use them, if they so desire, until they are worn out, provided such lantern is of a satisfactory type and contains 2 serviceable white bulbs for instant use and a provision for carrying a spare white bulb in the lantern.

9)After the effective date of this Agreement, each employe must provide himself with an electric white lantern, meeting the specifications set out in Paragraph (7).

0)Each railroad will maintain at convenient locations a supply of batteries and bulbs

to be

drawn by employes as needed to replace those worn out or broken without cost to the employes.

11)The railroads will continue to use oil burning lanterns with red globes for flagging, but will continue their efforts 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 employes with respect to its adoption for flagging service. When such lanterns are adopted for flagging service, they will be furnished by the railroads without expense to employes.

12)(Not reproduced.)

13)All agreements with respect to the use of electric lanterns by employes now in effect and which have heretofore been entered into between any railroad or railroads signatory hereto and the representatives of the United Transportation Union are hereby cancelled.

14) (Not reproduced.) **ARTICLE 44—STUDENT**

TRAINING ALLOWANCE

(a) Road Conductors shall be allowed an additional \$4.00 for each full (entire) day or shift on which they have a "student" Brakeman assigned to work with their crew and under their supervision. This allowance shall not be subject to future wage increases and shall be in full payment of the duties contemplated by this Agreement.

Article 44(b)

b) Road Conductors to whom such students are assigned, will instruct these students in the duties of a Brakeman and the proper manner of performing such duties. Such Conductors will properly complete the required evaluation reports on the progress and ability of such students.

c) The performance of Brakeman duties by these students, when they are working under the supervision of a Conductor, shall not constitute an Agreement violation.

ARTICLE 45—EXPENSES—MEALS AND LODGING

Section A—Freight Crews Eating

(1) Crews in pool freight service shall be allowed a reasonable length of time for eating, but they shall first be required to obtain permission from the dispatcher.

(2)(a) Crews in regular assigned freight service (local, road switcher, etc.) will be allowed a reasonable length of time to eat, without deduction in pay, before the expiration of every 6 hours, provided they obtain permission from the dispatcher a reasonable time in advance. The 6-hour period referred to shall apply to a second meal period, computed from time first meal period is completed.

(b) Except in cases where circumstances beyond the control of the Carrier are involved, or in emergencies as defined in Article 37 of this Agreement, the lunch period will be given and completed within the above period. Conductors or Brakemen not allowed lunch period within the time above specified account the exceptions

referred to above will be given lunch period as soon as possible.

(c) If crews upon their arrival at their final terminal are required to perform work (i.e., switching, other than disposing of their train and tying up) and they have been on duty 6 hours or more since completion of last meal period, they will be allowed the lunch period referred to above.

Section B—Conductors' and Brakemen's Accommodations Between Terminals

Where possible a crew or individual shall not be tied up at points where there are no suitable eating and sleeping accommodations.

Interpretation:

When a crew or individual is released from service at a point where food and lodging is not available and, for that reason, is then transported to another point where such facilities are available, the proper payment is continuous time (and not deadhead pay) until arrival at the food/lodging point. The same principle applies when the sequence of service and travel is reversed.

Section C—Expenses Away From Home

(Article II of the June 25, 1964 National Agreement as revised by National Agreements of January 27, 1972 and August 25, 1978, except as otherwise indicated)

(1)(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 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.

(b) 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.

(2) When the Carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Paragraph (1) of this Section C) other than the designated home terminal for 4 hours or more, each member of the crew so tied up shall receive a meal allowance of \$2.75 and if held an additional 8 hours shall be entitled to an additional \$2.75 meal allowance.

Note: For the purpose of this Section C, Extra Board employes shall be provided with lodging and meal allowance in accordance with the rule governing the granting of such allowances to the crew they join; that is, the designated home terminal will be the designated

terminal of the crew assignment. (See also Section D, below.)

Section D---Expenses---Extra Men At Outlying Points

(Section 1 of Article XI of the January 27, 1972 National Agreement, except as otherwise indicated)

Section C, above, is amended to cover employes in train service called from the Extra Board or used in the capacity of an extra employe to fill vacancies at outlying points subject to the following additional conditions:

a)The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained. (It has been subsequently agreed nationally that the 30 miles are to be measured by rail.)

b)Lodging or allowances in lieu thereof where applicable will be provided only when extra employes 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.

Interpretations (National---November, 1975):

The payment of both meal and lodging allowances would be required to extra employes at outlying points (having met the required criteria) under the following circumstances:

- (l) When tied up 4 hours or more at an outlying point(s) prior to going on duty for the first tour of duty, except that the lodging benefits apply under these circumstances, only when the extra

employee is held at the outlying point for more than one tour of duty.

2)When tied up 4 hours or more between each tour of duty at the outlying point(s).

3)When held 4 hours or more, after completing the last tour of duty at the outlying point(s), before commencing return trip to home terminal (point of supply for extra employes).

Section E---Frisco Implementing Agreement---Lodging

1)This Section is supplemental to and intended to implement the provisions of Sections C and D of this Article.

2)At certain points accommodations will be provided at specific facilities as specified by agreement.

*** (points not listed here) ***

Existing transportation arrangements at any of the above, are continued. It is understood that the above lodging provides single (except as indicated above), air-conditioned and heated rooms with private or connecting bath.

(3)(a) At certain points, specified by agreement lodging will be provided at Carrier-owned or leased facilities.

*** (points not listed here) ***

(b) In agreeing to the above Carrier facilities it is understood that the linens will be changed after each occupancy, and towels and soap will be furnished. These facilities are to be properly air-conditioned and heated, placed and main-

tained in a clean and sanitary condition and with bedding to be replaced as needed.

4)A cash allowance of \$4.00 (in lieu of furnishing lodging) will be allowed at certain points specified by agreement.

(points not listed here)

5)In the event the facilities listed in Paragraphs (2), (3) and (4) above, at any time are inadequate to accommodate the number of employes entitled to lodging under the provisions of Sections C and D of this Article, alternate facilities of equal quality will be provided by the Carrier at no expense to the employes.

6)When tied up on line of road and not under pay at a point other than those mentioned in Paragraphs (2), (3) and (4) above, the lodging allowance specified in Paragraph (4) above and the meal allowance will be made in the same manner as if tied up at the away-fromhome terminal under Section C (1) of this Article, except where meal is furnished when working with wrecker crew. These allowances are not to be made when tied up at the designated tie-up point of an assignment.

Note: The words "designated tie-up point" as used above mean the layover point of the assignment or the home terminal of the assignment.

7)If the assignment of an employe is such that he would be entitled to lodging at his point of residence or if he is entitled to lodging at the home terminal of his seniority district, he may, in lieu of using the Carrier-provided lodging, claim and receive a \$4.00 cash allowance.

(8)(a) When an employe ties up at a point at which he could be entitled to lodging or an allowance in lieu thereof, but it is the intention to aggregate him on another tour of duty or to deadhead him in less than 4 hours, he will be so advised before he leaves railroad premises. After being so advised, if he should, nevertheless, obtain lodging it will be at his own expense unless he qualifies for reimbursement under the following paragraphs.

b) If such employe has been advised that he will be aggregated or deadheaded in less than 4 hours, he will, unless he is instructed to report for duty or deadheading in less than 4 hours or unless he has been earlier advised that the "less than 4 hours' tie-up" is canceled, become entitled to reimbursement for any lodging that he may have obtained, to a \$4.00 cash allowance or to lodging provided in Paragraphs (2) and (3) hereof, at the expiration of 4 hours off duty.

c) In the event that the employe is instructed to report for duty or deadheading in less than 4 hours, all the time in excess of 1 hour and 15 minutes from time of reporting for duty or deadheading until his train departs from terminal (as the latter term is defined in the Initial Terminal Delay Rule) shall be added to the actual time tied up to determine if the employe was tied up 4 hours or more for purposes of determining his eligibility for reimbursement for lodging obtained at his own expense or the \$4.00 cash allowance in lieu thereof; provided, however that time consumed in performing service after the entire crew reports for duty, for which he receives an arbitrary, or special allowance and time consumed in a meal period, at the initial

terminal, shall be added to the before-mentioned 1 hour and 15 minutes.

(d) The meal allowance provided in Section C (2) of this Article will be paid whenever an employe is entitled to lodging, or an allowance in lieu thereof, under the provisions of the above 3 paragraphs.

(9) If and when the Carrier or the Organization, parties hereto, desire to change any of the lodging facilities or allowances specified herein or the provisions of this Section E, separately or entirely, either party may request conference which will be held within 30 days of such a request and after such conference, may cancel this agreed lodging, allowance, provision or this Implementing Agreement by 20 days' advance written notice served upon the other party. In the event of cancellation of any of the facilities or allowances specified in this Section E, Paragraphs (5) and (6) of this Section E shall not apply at that point until another agreement is reached in regard to the involved point.

Section F---New Lodging Facilities

(1) In lieu of continuing to use an agreed upon commercial lodging facility or paying the cash lodging allowance, the Carrier may elect, at any point, to furnish lodging by having a new lodging facility built for the exclusive use of Carrier's employes. This "exclusive-use" provision does not apply to any restaurant or eating facility that may be operated in conjunction with the lodging facility and such restaurant may be open to the general public. The matter of transportation for the employes to and from such new lodging facilities and the on/off duty points will be resolved at a later date.

(2) Any such new lodging facility shall at least meet the following minimum requirements:

a) Sleeping rooms shall be furnished for single occupancy. Such rooms shall be at least 100 square feet plus private bathroom (toilet, wash basin and shower). They shall be carpeted, have individually controlled heat and air-conditioning and be furnished with at least a full-sized bed, a chair, writing desk and clothes rack.

b) Each such lodging facility shall have a recreation/lounge room equipped with sufficient comfortable chairs, tables and a color television set. Such room shall be for the use of the employees lodging at the facility and shall take the place of any other agreement-required recreation room.

c) Each such lodging facility shall be of substantial construction and be properly insulated. Hallways shall be carpeted.

(3) The employees, their labor organization and representatives shall cooperate in avoiding and preventing abuse of such new lodging facility, and equipment. They shall also cooperate to prevent loud, boisterous or unseemly behavior which may damage the facility or its equipment or furnishings, disturb the other occupants or otherwise create problems. An employee signing the register for occupancy shall thereby signify his acceptance of personal responsibility for the condition and contents of his sleeping room. The employee may be required to make a deposit for his key which shall be returned when the key is returned.

ARTICLE 46--HOLIDAY PAY

(The following is a synthesis from the National Agreements of June 25, 1964, November 7, 1966, July 17, 1968, March 19, 1969, January 27, 1972, January 29, 1975 and November 10, 1976, except as otherwise indicated, so far as they apply to employees covered by this Agreement

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

- New Year's Day
- Washington's Birthday
- Good Friday
- Decoration Day
- Fourth of July
- Labor Day
- Veterans' 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 1: When any of the above-listed holidays falls on Sunday, the day observed by

the State or Nation shall be considered the holiday, except Christmas Eve shall be observed as the day before Christmas Day is observed.

Note 2: Veterans' Day will be observed on November 11 of each year.

(b)(1) Any of the employes described in Paragraph (a) hereof who works on any of the holidays listed in Paragraph (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with the minimum of one and one-half times the rate for the basic day.

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

(c)(1) To qualify for holiday pay, a regularly assigned employe referred to in Paragraph (a) hereof, must be available for or perform service as a regularly assigned employe in the classes of service referred to on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employe must fulfill such assignment. However, a regularly assigned employe whose assignment is annulled, canceled or abolished, or a regularly assigned employe who is displaced from a regular assignment as a result thereof on (aa) the workday immediately preceding the holiday, (bb) the holiday, or (cc) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does

not work on the holiday. If the holiday falls on the last day of an employe's workweek, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

2)An employe 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 employe) or the "calendar day" (for an extra or unassigned employe) immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" before the holiday and on the "workday" or the "calendar day", as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" after the holiday.

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

Understanding: It is understood that when a regularly assigned employe, holding an assignment subject to this Article, who performs compensated service to at least one day on his regular assignment in the week in which the holiday falls, is required to be used off his assignment to protect other service on one or both qualifying days and/or on the holiday, performing or being available for the service he is called to protect will qualify him to

receive the holiday basic day's pay at the rate of his regular assignment. He will be paid at the rate of time and one-half for service performed on the holiday provided he works on his regular assignment, and only then if he meets the qualifying requirements, set forth in this Article as interpreted herein.

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

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

Interpretation (FRISCO Agreement):

When an assignment is annulled, those assigned can only receive holiday pay or the guarantee provided for in the Agreement; not both.

Article 46 (e)

e) That part of all rules, agreements, practices or understandings which requires that crew assignments or individual assignments in the classes of service referred to in Paragraph (a) hereof be worked a stipulated number of days per week or month will not apply to the 10 holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this Article will apply.

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

g) When one or more designated holidays fall during the vacation period of the employee, he shall, in addition to his vacation compensation, receive the holiday pay provided for herein, provided he meets the qualification requirements. The qualifying days shall be the workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

ARTICLE 47--VACATIONS

Section A--National

(The following is a synthesis from the National Vacation Agreement of April 29, 1949, as subsequently revised from time-to-time, up through the revision effective January 1, 1979, as far as they apply to employees covered by this Agreement)

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

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section A(1)(a) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section A(1)(a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See NOTE below.)

(b) Effective January 1, 1973, each employe, subject to the scope of schedule agreements held

by the organizations signatory to the April 29, 1949 Vacation Agreement, having 2 or more years of continuous service with employing carrier will be qualified for an annual vacation of 2 weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to 160 basic days in miles or hours paid for, as provided in individual schedules and during the said 2 or more years of continuous service renders service of not less than 320 basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section A(1)(b) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section A(1)(b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See NOTE below.)

(c) Effective January 1, 1979, each employe, subject to the scope of schedule agreements held

by the organizations signatory to the April 29, 1949 Vacation Agreement, having 9 or more years of continuous service with employing carrier will be qualified for an annual vacation of 3 weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to 160 basic days in miles or hours paid for as provided in individual schedules and during the said 9 or more years of continuous service renders service of not less than 1440 basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section A(1)(c) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section A(1)(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(d) Effective January 1, 1979, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having 18 or more years of continuous service with employing carrier will be qualified for an annual vacation of 4 weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to 160 basic days in miles or hours paid for, as provided in individual schedules and during the said 18 or more years of continuous service renders service of not less than 2880 basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section A(1)(d) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section A(1)(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(e) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having 25 or more years of continuous service with employing carrier will be qualified for an annual vacation of 5 weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to 160 basic days in miles or hours paid for as provided in individual schedules and during the said 25 or more years of continuous service renders service of not less than 4000 basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section A(1)(e) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section A(1)(e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determin-

ing qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

Note: In the application of Section A(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) In dining car service, for service performed on and after July 1, 1949---each 7 1/2 hours paid for shall be considered the equivalent of one basic day in the application of Section A(1)(a), (b), (c), (d) and (e).

g) Calendar days on which an employee assigned to an extra list is available for service and which days he performs no service, not exceeding 60 such days, will be included in the determination of qualification for vacation; also calendar days, not in excess of 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 A(1)(g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section A(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 employe is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing 320 basic days under Section A(1)(b), 1440 basic days under Section A(1)(c), 2880 basic days under Section A(1)(d), and 4000 basic days under Section A(1)(e).

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

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

k) In instances where an employe who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967 as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or

had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section A(1)(a), (b), (c) (d) or (e) and (j) hereof.

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

(2) Employes qualified under Section A(1) hereof shall be paid for their vacations as follows:

General

(a) An employe receiving a vacation, or pay in lieu thereof, under Section A(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 A(1) (or carriers in case he qualified on more than one carrier under Section A(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 6 minimum basic days' pay at the rate of the last service rendered, except as provided in Subparagraph (2)(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, who are represented by the United Transportation Union, are concerned:

Yard Service

(i) An employe receiving a vacation, or pay in lieu thereof, under Section A(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 A(1) (or carriers in case he qualified on more than one carrier under Section A(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 5 minimum basic days' pay at the rate of the last service rendered.

Combination Of Yard and Road Service

(ii) An employe having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section A(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 A(1) (or carriers in case he qualified on more than one carrier under Section A(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 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 5 minimum basic days' pay at the rate of the last yard service rendered.

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

(3) Vacations, or allowances therefor, under 2 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.

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

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

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

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

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

8)The vacation provided for in this Section A shall be considered to have been earned when the employe has qualified under Section A(1) hereof. If an employe's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employe has qualified therefor under Section A(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.

9)The terms of this Section A 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 1/6.

10) Any dispute or controversy arising out of the interpretation or application of any of the provisions of this Section A 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 5 members of the Carriers' Conference Committees signatory hereto, or their successors; and the employe members of which shall be the chief executives of the 5 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 Section A.

11) This Vacation Agreement (Section A, here) 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, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen and Switchmen's Union of North America.

(Implementing paragraph---not reproduced.)

12)(Not reproduced.)

13)(Not reproduced.)

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 (Section A, here), and the Officer designated by the Carrier, may enter into additional written understandings to implement the purposes of this Agreement, provided that such understandings shall not be inconsistent with this Agreement.

MEMORANDUM

(Chicago, Illinois, April 29, 1949)

Referring to agreement, signed this date, between employes represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Train-

men, and the Switchmen's Union of North America, and Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, with respect to vacations with pay:

In computing basic days in miles or hours paid for, as provided in Section A(1), 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 2 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 14 hours on the trip, will be credited with 1 3/4 basic days.

4)An employe in yard service working 12 hours will be credited with 1 1/2 basic days.

5)An employe in freight service, runaround 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,	140 miles
Total	700 miles

will be credited with 7 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.

0)An Engineman in short turnaround passenger service, makes a trip of 100 miles or less, on duty 8 hours with a spread of 9 hours, will be credited with 1 basic day.

1)A Trainman in short turnaround passenger service, makes a trip of 150 miles or less, on duty 8 hours with a spread of 9 hours, will be credited with 1 basic day.

2)A Trainman in short turnaround passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty 8 hours within the first 9 hours, will be credited with 1-1/8 basic days.

3)An employe in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.

4)An employe is paid 8 hours under the held-away-from-home terminal rules, will be credited with 1 basic day.

5)An employe is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

Interpretation of Continuous Service Provisions of Section A(1) Of Vacation Agreement
(January 18, 1956 National):

In the granting of vacations subject to agreements held by the 5 operating organizations, service rendered for the carrier will be counted in establishing 5 or 15 or more years of continuous service, as the case may be, where the employe transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employe's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

Section B---Implementing Vacation Agreement

It is agreed vacations with pay, insofar as the service will permit of releasing the employes, will be granted in accordance with the following supplemental understanding:

1) Within 10 days of the date of bulletin to be issued to all employes affected, each employe will advise the date which he prefers for his vacation to begin, selecting 3 dates and indicating first, second and third choice, as there will probably be more than one application for each particular period and it may not be possible to permit all who request such period to have vacations at that time. Advice as to date vacation desired should be made to the Carrier Officer issuing the bulletin, with copy to the Local Chairman.

2) At the close of the 10-day period provided above, a representative of the Carrier and the

Local Chairman will properly begin the assignment of vacations dates, after first determining the qualification of the employe, giving due regard, consistent with the requirements of the service, to the preference of the employe in his seniority order in the class of service in which engaged at the close of the 10-day period provided herein. Definite dates will be assigned for vacation to be taken.

3)The class of service to which the employe is assigned at the expiration of the 10-day period provided herein will determine the class of service for the purpose of assigning his vacation date, except a promoted Brakeman who may happen to be working as an Emergency Conductor, and who is not on the Conductors' Extra Board or assigned as Conductor, will be considered a Brakeman. This fact, however, will have no bearing whatever on what he will be paid for vacation assignments. If in different class of service at time vacation date arrives, there will be no change in the vacation date originally assigned.

4)Those who do not advise the vacation date desired will be arbitrarily assigned a vacation date. Likewise, those who indicate the vacation date desired, (first, second and third choice), and such vacation dates are assigned to senior employes, making it impossible to assign them one of the dates desired, will be assigned an arbitrary vacation date.

5)While vacations will be granted consistent with the requirements of the service, the fact that an employe is assigned a particular vacation date does not necessarily mean that he can be granted vacation at that particular time. If, however, he

is not granted a vacation, he will be paid as provided for in the Vacation Agreement.

6)Release of employes for vacation, and return to service after vacation, will be at point where employes lay off and report for duty when laying off on their own accord. An extra employe filling vacancy on an outside run will be released for vacation, where there is an extra employe available to relieve him, at the end of his service on the day preceding date vacation is to begin where the temporary vacancy he is filling continues to exist; the employe released for vacation will not be entitled to deadhead pay to his terminal, nor will the employe sent to relieve him be entitled to deadhead pay going to the outside point.

7)Vacation dates, once assigned will not be postponed, except (a) when the employe is away from the home terminal or lay-off point, in which event the starting date of his vacation will be postponed until the day following beginning of service prior to arrival at home terminal or lay-off point; (b) in meritorious cases where it can be done without interference with Carrier's service or assigned vacation periods of other employes and is agreed to by the proper Carrier Officer and the Local Chairman.

8)The vacation days will be from 12:01 A.M., first day of vacation to 11:59 P.M., last day of vacation, subject to conditions set out in preceding paragraph.

Note: An employe is eligible for service that has an on-duty (reporting) time up to and including 12 midnight of the day before the start of his vacation. At the conclusion of his vacation, he is eligible

for call (if he properly reports) for service with an on-duty (reporting) time at or after 12 midnight of the last vacation day.

9)Vacation vacancies are to be filled the same as in case of employes laying off, but will not be bulletined. Under rules permitting employes to bid in vacancies days off account vacation will not be counted, but days off preceding and following and continuous with time off account vacation will be counted.

0)In order to schedule as many employes as possible for vacations, it is understood there will be no claims submitted or recognized for other than the employes scheduled for vacation by reason of employes scheduled for vacation not released for that purpose.

1)If time off on vacation and time off under mileage regulations are continuous, deadheading occasioned by regular employe being off should not be paid for.

2)Claim for vacation pay should be made on time slip provided for that purpose.

3)An employe returning from vacation will report to proper authority for mark-up when ready to resume service in his turn. Regular employes will be required to report, in advance, in accordance with Article 16, Section A. Extra employe returning from vacation will be marked up on the board after he reports but not before 12:01 A.M. of the first day following the end of his vacation. An employe whose vacation is started will not return to work until vacation is completed except where he makes request prior to starting vacation under provisions of Section

A(7)(a) of the Vacation Agreement; or required to do so under provisions of Section A(6) of the Vacation Agreement.

14) It is understood interpretations by Vacation Committees under previous vacation agreements will apply to the July 1, 1949 Agreement involving identical rules.

15) This agreement is effective July 1, 1949, and will be applicable until December 31, 1949 and thereafter for each succeeding year, but may be canceled at the end of any year by proper request either by the Carrier or the Organizations signatory thereto filed 30 days prior to January 1 of the following year.

Section C---Split Vacations

(1)(a) Effective with the year 1976, employees who have qualified under the provisions of Section A(1)(c) of the National Vacation Agreement, as amended, for an annual vacation of 3 weeks with pay may take such vacation in 2 periods if they so desire, each portion of which must consist of one or 2 weeks (i.e., there can be no split weeks).

(b) Effective with the year 1976, employees who have qualified under the provisions of Section A(1)(d) or (e) of the National Vacation Agreement, as amended, for an annual vacation of 4 or 5 weeks with pay may take such vacation in as many as 3 periods if they so desire, each portion of which must consist of a multiple of weeks (i.e., there can be no split weeks).

(2) The length of the entire vacation will be no greater than the length of vacation the employee is entitled to at the time the first portion (i.e., occur-

ring first in the calendar year) of the vacation is taken.

3)Section A(6) of the National Vacation Agreement, as amended, provides in part:

"Due regard, consistent with requirements of the service, shall be given to the preference of the employe in his seniority order in the class of service in which engaged when granting vacation."

In applying the principles set forth in Section A(6), consideration will first be given to only one (primary) period of split vacations in assigning vacations. An employe requesting a split vacation will designate which period he desires to have considered first in accordance with the above. After all employes have been assigned one vacation period in accordance with the above quoted principle, the second portion of split vacations will be assigned to available unassigned periods with due regard to employe requests, his seniority order and the requirements of the Carrier's service. After all second portions of split vacations have been assigned, then the third portions of split vacations will be assigned on the same basis as the second portions.

4)Vacations will be scheduled in week increments Monday through Sunday so that vacations will be assigned for calendar week or weeks, but vacations must begin and end in the same calendar year. However, employes with regular assigned rest and/or layover days will actually take their vacation commencing with the first workday that follows the rest or layover day that is nearest to the Monday on which the vacation was scheduled to start.

5) In the application of Section A(7)(a) of the National Vacation Agreement (which applies only to employees in regularly assigned service), in order to avoid loss of time by an employee at the end of his first period of a split vacation, the number of vacation days in the first vacation period at the request of the employee may be reduced and adjusted in the second vacation period, and then if necessary to avoid loss of time by the employee at the end of his second vacation period, the number of vacation days in the second vacation period at the request of the employee may be reduced and adjusted in the next year.

6) Where an employee has been permitted to take his vacation in 2 or 3 periods and he is paid therefor on the basis of minimum basic days in accordance with the National Vacation Agreement, as amended, such payment will be at the rate of the last service rendered prior to the start of the first vacation period.

7) The Carrier will assume no additional expense in granting split vacations as a result of this Section C. When an employee is released for vacation, if it is necessary to deadhead other employees to protect his vacation vacancy, the relief employee(s) will be paid only for deadheading to the first portion and from the last portion of the split vacation of an individual employee.

8) (Not reproduced.)

9) This Section C may be canceled at the end of any year by proper request either by the Carrier or the Organization signatory hereto filed 30 days prior to January 1 of the following year.

ARTICLE 48--JURY DUTY

(Article V of the January 27, 1972 National Agreement as revised by Article V of the August 25, 1978 National Agreement)

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

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

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

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

ARTICLE 49--ATTENDING COURT AND MAKING STATEMENTS AND REPORTS

Section A--Attending Court

(1) Regular assigned Conductors or Brakemen attending court or coroner's inquests at the request of an Officer of the Carrier will be paid the same rate of pay they would have made had they remained on their assignment (if time is lost), and

Article 49 Section A (Cont'd.)

if away from their home station, will be allowed actual necessary expenses. Extra employes will receive a minimum day at through freight rate per calendar day and expenses, as above, for each day held off the Extra Board. Regular assigned Conductors or Brakemen attending court during their layover (without loss of time from their assignment) will receive a minimum day at through freight rate per calendar day and actual necessary expenses. No deadhead pay will be allowed when going to or returning from court or inquest. When witness fees or expenses are allowed by the court, the Carrier is entitled to credit such allowances against the amounts specified above.

(2) Except where otherwise specified in this Agreement, the above paragraph applies only to actual attendance at court or a coroner's inquest and to formal depositions in lieu of court attendance.

Section B—Making Statements and Reports

Conductors or Brakemen making statements or reports on their own time at the request of an Officer of the Carrier will be paid in the same manner as is provided for in Article 50, Section B.

ARTICLE 50—DISCIPLINE AND INVESTIGATIONS

Section A—

(1) Employes shall not be disciplined without just and sufficient cause.

(2)(a) Except as provided below, before inflicting punishment in form of dismissal, deferred

suspension, actual suspension, reprimand or demerit marks, the proper Carrier Officer will hold a fair and impartial investigation within 15 days after the date the Superintendent or proper Carrier Officer has knowledge of the occurrence upon which the charge is based. In case an employe is held off of his assignment account being charged with violation of Rule G, insubordination, theft, fighting or vicious conduct, he shall be given an investigation within 5 days after the date he is held off.

b)An employe, together with his Local Chairman, may sign a **waiver of investigation** and all such waivers shall clearly state the form and extent of discipline to be issued and accepted.

c)If an employe voluntarily signs a letter of reprimand, "without further protest or appeal," he has thereby waived any right to an investigation and appeal on the matter and such letter will properly become a part of his personal record.

③ When deferred suspension (a maximum of 60 days is permissible) is assessed, the employe is not required to serve it immediately, but it is made a part of his record, and if he is disciplined for another offense committed within 12 months of the first offense, he must automatically serve the deferred suspension. If no further offense is committed within the 12 months following the first offense, the employe is relieved of all possibility of having to serve the deferred suspension.

Example:

If the employe should commit another offense within the succeeding 12-month period, and as a result of the second offense receives deferred

suspension of 15 days, he is then required to serve the previous suspension and a new probationary period of 12 months begins in regard to the 15-day suspension. Later offenses are treated in the same manner. However, if the discipline assessed for a second or third offense is a reprimand or demerits, a notation of that fact is placed on the employe's record, but such an entry does not require him to serve any previous disciplinary assessment which may have been placed against him within the previous 12-month period.

4) Investigations will be held whenever possible at the home terminal of the employes involved. They will also be held at such times as to not cause employes to lose rest or time whenever possible to do so. In case time is lost, employes will be paid unless held responsible for occurrence which instigated the investigation.

5) Any accused employe directed to attend an investigation will be notified in writing, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Such notification will contain a clear statement of the matters which are to be investigated and the nature of the charge or charges which are brought against those accused. It shall also indicate that the accused has the right to have witnesses appear and testify in his behalf. The notice to appear for the investigation shall bear the names of the **witnesses** that the Carrier intends to call, time, date, and place of investigation, will give the accused a reasonable time to prepare for his defense, to select an **employe of his choice as a representative**, prepare for the investigation, and to secure the presence of any defense witnesses he may desire.

(6)(a) The Carrier will notify and arrange for the presence of each witness who has material knowledge of the incident (does not include an accumulation of witnesses with the same information). If **additional witnesses** are desired by the employe or his representative, a written request will be made to the Carrier Officer calling the investigation. The Carrier is only required to pay a witness who has material knowledge. Any other witness requested by the employe or his representative will simply be notified by the Carrier that he is being requested to attend the investigation at the request of the Organization. In the event a dispute arises between the proper Carrier Officer and the Organization as to whether or not a witness has material knowledge of the incident, the testimony of that witness at the investigation will be the determining factor of whether or not the Carrier is required to pay him for his time loss.

(b) If it develops in the investigation that additional witnesses should be called by the Carrier, the accused or his representative, a request for a recess or postponement will be granted.

7)All employes charged must be present during the entire investigation unless mutually excused by the investigating officer and all employes' representatives present.

8)Requests of interested parties or proper Carrier Officers for **postponement** of an investigation will be granted for reasonable purposes.

9)In cases where employes **fail to appear** for an investigation and fail to present reasonable evidence of their inability to do so after having been properly notified in accordance with Paragraph (5) of this Section A, and they make no

effort to secure a postponement, the employe will be considered guilty of all charges involved.

10)A complete **stenographic transcript** of all testimony presented at the investigation will be made. The word "complete" as used herein is understood to imply that all "on-the-record" testimony, statements, exhibits, objections, rulings by the interrogating officer, etc., will be included in the transcript. The Local Chairman and/or General Chairman will be furnished a copy of the written transcript of investigation, including photographs, written documents, etc., upon request. Complaints regarding alleged omissions of language, errors, etc., will be made in writing.

11)The evidence presented at the investigation and contained in the transcript will be the only basis used in determining the employe's guilt or innocence. However, the employe's **personal record** may be used in determining the amount of discipline to be assessed if the employe is considered to have been found guilty.

12)The accused employe and/or his representative will be permitted to **interrogate all witnesses**, or others giving testimony. At the request of the accused employe or his representative, investigation will be temporarily recessed to permit consultation.

13)If an employe is found guilty, he will be notified in writing within 15 days after the completion of the investigation of the **decision** stating the amount of discipline assessed and the reason.

14)In case of dismissal, suspension (actual or deferred), demerit marks, or reprimand, if the employe thinks that the discipline assessed is

unjust he or his representative shall have the right to **appeal** within 30 days, in writing, to the proper Carrier Officer. The proper Carrier Officer shall then render his decision within 60 days after the receipt of this appeal. If the employe feels that he has been unjustly dealt with he shall have the right to appeal through his Local and General Chairmen. The time limits for further appeals and decisions shall be as those contained in Article 51.

(15) In case discipline is assessed and subsequently found to be unjust, the employe will be **reinstated** with all seniority and vacation rights unimpaired, the discipline removed from his personal record and paid for all time lost.

Section B—Attending Investigations Or Making Statements On Their Own Time

1) Employes attending investigations or making statements or reports on their own time (i.e., without loss of time from their assignment) at the request of an Officer of the Carrier will be paid at overtime rate for actual time held with a minimum of 2 hours at overtime rate. Time commences at the time ordered to report. This not to apply to employes found responsible for the occurrence which instigated the investigation or statement.

2) When employes are required to attend an investigation or to make statements, including written reports (other than normal daily trip reports such as the time slip, registry of hours, etc.), at the time they report for duty, an exception will be made insofar as initial terminal switching (when performed) and delay rules are concerned. Such allowances shall be computed from the time the employe reports and continues

until the time specified in those rules (i.e., until the time "train is coupled together" or "train leaves the terminal" respectively); provided, however, that none of the time spent in the performance of work for which an arbitrary or special allowance is paid will be included in such enlarged initial terminal switching or delay allowances. Such allowance will in all other respects be paid and computed in the regular manner. This provision is not intended to enlarge the application of the initial terminal delay and switching rules to classes of service not covered by those rules.

(3) When employes are held on duty on a continuous time basis at the conclusion of their trip to attend an investigation or to make statements, including written reports (other than normal daily trip reports such as the time slip, registry of hours, etc.), their time for pay purposes shall continue until they are released upon completing all duties required of them at that time. Additionally, in such cases, an exception will be made in that the allowance for final terminal switching (when performed) or final terminal delay shall be computed up to the time the employe is released from duty; provided, however, that none of the time spent in the performance of work for which an arbitrary or special allowance is paid will be included in such enlarged final terminal switching or delay allowances. Such allowance will in all other respects be paid and computed in the regular manner. This provision is not intended to enlarge the application of the final terminal delay and switching rules to classes of service not covered by those rules.

Article 50 Section C

Section C--Attending Joint Investigations

Where a joint investigation is held to determine the responsibility between railroads that requires employes to lose time in addition to ordinary loss of time for customary investigations, employes will be paid in the same manner provided for in Article 49 (Attending Court and Making Statements and Reports). This payment provision does not apply to employes found responsible for the occurrence which instigated the investigation.

ARTICLE 51--TIME LIMIT ON CLAIMS AND GRIEVANCES

a)All claims or grievances must be presented in writing by or on behalf of the employe involved, to the Officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within 60 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 or grievance 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 or grievances.

b)If a disallowed claim or grievance is to be appealed, such appeal must be taken within 60 days from receipt of notice of disallowance, and the representative of the Carrier shall be notified of the rejection of his decision. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employes as to other similar claims or grievances.

(c) The procedure outlined in Paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer. Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within 60 days after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All claims or grievances involved in a decision of the highest officer shall be barred unless within 6 months from the date of said officer's decision proceedings are instituted by the employe or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the 6-month period herein referred to.

Note: 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 60 days of the date of such decision, in which event the 6-month period with respect to such claims shall not commence to run until the date of the decision of the highest officer following such conference. Within 60 days from receipt of the Carrier's highest Officer's conference decision the General Chairman must notify the Carrier Officer of rejection of his decision. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employes as to other similar claims.

d)All rights of a claimant involved in continuing alleged violations of agreement shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first Officer of the Carrier. With respect to claims and grievances involving an employe held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

e)This Article 51 recognizes the right of representatives of the Organization parties hereto to file and prosecute claims and grievances for and on behalf of the employes they represent.

f)This Article 51 shall not apply to requests for leniency.

ARTICLE 52---SHORTAGES

a)When time is not allowed as claimed, the employe will be notified in writing by the Superintendent of the portion that is changed or deleted. If such is not the case and if a paycheck is short one day's pay or more, a time check will be issued for the shortage.

b)Payment of time claims shall not be delayed because a portion of the time claimed is considered improper. Correction should be made and employe paid accordingly. The employe will be advised in writing of the change or deletion and if he so desires, he can submit (to the officer authorized to initially receive claims) a separate time slip for the changed or deleted claim for further handling and appeal.

Article 53

ARTICLE 53--OFF-TRACK VEHICLE ACCIDENT BENEFITS

(Article XI of the July 17, 1968 National Agreement, as revised by Article XIII of the August 25, 1978 National Agreement)

Where employes sustain personal injuries or death under the conditions set forth in Paragraph (a) below, the Carrier will provide and pay such employes, 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 employes covered by this Agreement while such employes are riding in, boarding, or alighting from off-track vehicles authorized by the Carrier and are

- 1) deadheading under order 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 med-

days

ical 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 after date of an accident covered in Paragraph (a):

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

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

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

2)Medical and Hospital Care

The Carrier will provide payment for the actual expense of 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 employe for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance

Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

3)Time Loss

The Carrier will provide an 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 employe 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 employe's per-

sonal 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 employe, 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 employe driver is under the influence of alcohol or drugs, or an employe passenger who is under the influence of alcohol or drugs who in any way contributes to the cause of the accident;
- 5) While an employe is a driver or an occupant of any conveyance engaged in any race or speed test;
- 6) While an employe is commuting to and/or from his residence or place of business.

Article 53 (e)

e)Offset:

It is intended that this Article is to provide a guaranteed recovery by an employe or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employe 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 employe 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 employe 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 employe or his personal representative unless such employe, 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.

(employe or personal representative)

agrees to be governed by all of the conditions

and provisions said and set forth by Article XI."

Savings Clause:

This Article supersedes as of September 1, 1968 any agreement providing benefits of a type specified in Paragraph (b) hereof under the conditions specified in Paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employes party hereto, may be advising the other party in writing by August 15, 1968, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article in lieu of this Article.

ARTICLE 54---HEALTH AND WELFARE

a) Pursuant to a National Agreement (not reproduced here) dated Washington, D.C., March 26, 1964, as subsequently amended from time to time, the St. Louis-San Francisco Railway Company (a participating Carrier) agreed to provide qualified employes and their dependents with health and welfare insurance under a plan presently covered by The Travelers Insurance Company Group Policy Certificate GA-23000.

b) Article VI of the January 29, 1975 National Agreement (to which this Carrier is a signatory party) makes provision for the establishment of a National Dental Plan.

c) Article IV, Part B of the August 25, 1978 National Agreement (to which this Carrier is a signatory party) makes provision for the establishment of early retirement major medical expense benefits.

Article 54 (d)

- (d) Booklets explaining the coverage of these plans are available to each employe.

ARTICLE 55--LEAVE OF ABSENCE

(a)(1) Except in cases of sickness or injury, Conductors and Brakemen will not be granted leave of absence in excess of 90 days in any 12-month period, unless agreed to by the Carrier and General Chairman. Except as provided below for those absent because of being injured while on duty in this Carrier's service, Conductors and Brakemen who are off more than 30 days (excluding vacation time paid for), will be required to secure written leave of absence or forfeit seniority. A Conductor and Brakeman who is absent because of being injured while on duty in this Carrier's service will automatically be considered to be on leave of absence for the duration of his disability from the time that he properly completes and submits to the Carrier the required "accident report" reporting his on-duty injury; provided, however, that the Carrier and/or the General Chairman, each 120 days, may require the absent Conductor or Brakeman to submit to either or both of them, a medical doctor's certificate attesting to the fact that the Conductor's or Brakeman's continuing absence is the result of disability resulting from the reported on-duty injury.

(2) When a Conductor or Brakeman has been off more than 30 days (excluding vacation time paid for), and has not secured a written leave of absence, if and when he reports for service he will be given a notice to appear for investigation to show cause as to why he should not be permanently removed from service.

Article 55 (a) (Cont'd.)

Interpretations For Application Of Paragraph (a) Above:

i) A Conductor or Brakeman who is absent for more than 30 days, without proper leave of absence, is automatically adjudged to have "quit" his employment with this Carrier unless he can establish that he was physically or mentally incapable of requesting the leave of absence account sickness or injury.

ii) The "investigation" mentioned above, is not a disciplinary proceeding and is to be conducted for the sole purpose of giving the employe the opportunity to present evidence that would establish that he was physically or mentally incapable of such a request or to present evidence that the length of absence was improperly computed.

0) The continuity of a Conductor's or Brakeman's absence without leave, is not broken when he reports for duty **unless** he stays marked up until service is performed.

i) The absence is computed from the lay-off date or the last day on which compensated service is performed (or paid for as vacation) whichever occurs last.

b) Except through agreement between the Carrier and General Chairman, a Conductor or Brakeman accepting outside employment while on leave of absence shall forfeit his seniority and be considered out of service.

c) See Article 24, Sections L and M in regard to employes accepting positions with the Carrier or their labor Organization.

**ARTICLE 56--UNION SHOP AND
DUES DEDUCTION**

Section A--Union Shop Agreement

1)In accordance with and subject to the terms and conditions hereinafter set forth, all employes of the Carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the Organization within 60 calendar days of the date they first perform compensated service as such employes after the effective date of this Section A, and thereafter shall maintain membership in the Organization; except that such membership shall not be required of any individual until he has performed compensated service on 30 days within a period of 12 consecutive calendar months. Nothing in this Section A shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

2)The requirements of membership provided for in Paragraph (1) of this Section A shall be satisfied if any employe shall hold or acquire membership in any one of the labor organizations, national in scope, organized in accordance with the Railway Labor Act and admitting to membership employes of a craft or class in train, yard, engine or hostling service that is, in any of the services or capacities, covered in Section 3, First, (h), of the Railway Labor Act, defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board; provided, however, that nothing contained in this Section A shall prevent any employe from changing mem-

bership from one organization to another organization admitting to membership employees of a craft or class in any of the services above specified.

(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 30 days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Paragraph (1) of this Section A 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 30 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 35 calendar days from date of their return to such service, to comply with the provisions of Paragraphs (1) and (2) of this Section A.

(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 Section A but such employees shall, upon resumption of employment, be considered as new

employees for the purposes of applying this Section A.

(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 Paragraphs 3(a) and (b) above, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Paragraphs (1) and (2) of this Section A so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to take membership in one of the Organizations specified in Paragraphs (1) and (2) of this Section A.

(4) Nothing in this Section A shall require an employe to become or to remain a member of the Organization if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Section A, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employes in the same status at the same time.

(5)(a) Each employe covered by the provisions of this Section A shall be considered
by

the Carrier to have met the requirements of this Section A 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 Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employe who it is alleged has failed to comply with the terms of this Section A 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 10 calendar days of such receipt, so notify the employe concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employe shall be given the Organization. An employe so notified who disputes the fact that he has failed to comply with the terms of this Section A, 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 10 calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employe in writing with copy to the Organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and

participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employe concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the rules and working conditions agreement not later than 30 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 employe has complied with the terms of this Section A and shall render a decision within 20 calendar days from the date that the hearing is closed, and the employe and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employe has not complied with the terms of this Section A, his seniority and employment under the rules and working conditions agreements shall be terminated within 20 calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Organization agree otherwise in writing.

If the decision is not satisfactory to the employe or to the Organization it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest Officer of the Carrier designated to handle appeals under this Section A. Such appeals must be received by such Officer within 10 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 20 calendar days of the date the notice of appeal is received, and the employe and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employe has not complied with the terms of this Section A, his seniority and employment under the rules and working conditions agreement shall be terminated within 20 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 10 calendar days from the date of the decision the Organization or the employe involved requests the selection of a neutral person to decide the dispute as provided in Paragraph (5)(c) below. Any request for selection of a neutral person as provided in Paragraph (5)(c) below shall operate to stay action on the termination of seniority and employment until not more than 10 calendar days from the date decision is rendered by the neutral person.

(c) If within 10 calendar days after the date of a decision on appeal by the highest Officer of the Carrier designated to handle appeals under this Section A the Organization of the employe involved requests such highest Officer in writing

by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest Officer of the Carrier designated to handle appeals under this Section A or his designated representative, the Chief Executive of the Organization or his designated representative, and the employe involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and the employe involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within 30 calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employe, and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employe is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employe's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization, and the employe.

(d) It is understood that if an employe produced evidence to an officer or duly authorized member of the General Committee of the Organization that he is a member in any one of the labor organizations as specified in Paragraph (2) of this Section A that will satisfy this Section A and no notice will be served by the Organization

on the Carrier to have employe removed from service. Employe will be required to produce such evidence on demand of an officer or duly authorized member of the General Committee of the Organization, but will not be required to produce such evidence more than once in a calendar month. If employe fails or refuses to produce such evidence, he may be cited to the Carrier by the Organization as not complying with this Section A.

e)The time periods specified in this Paragraph (5) 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 Section A.

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 Section A. 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 Section A.

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

(6) Other provisions of this Section A to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The Carrier may not, however,

retain such employee in service under the provisions of this Paragraph (6) for a period in excess of 60 calendar days from the date of the last decision rendered under the provisions of Paragraph (5), or 90 calendar days from date of receipt of notice from the Organization in cases where the employe does not request a hearing. The employe whose employment is extended under the provisions of this Paragraph (6) shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the agreement but the employe may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished or annulled. The above periods may be extended by agreement between the Carrier and the Organization.

(7) An employe whose seniority and employment under the rules and working conditions agreements is terminated pursuant to the provisions of this Section A or whose employment is extended under Paragraph (6) shall have no time or money claims by reasons thereof.

If the final determination under Paragraph (5) of this Section A is that an employe's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this Section A shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Paragraph (6), or while such determination may be stayed by a court, or while a dis-

charged employe may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employe against the Carrier predicated upon any action taken by the Carrier in applying or complying with this Section A or upon an alleged violation, misapplication or non-compliance with any provision of this Section A. If the final determination under Paragraph (5) of this Section A is that an employe's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this Section A.

(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 Section A and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this paragraph shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Carrier acts in collusion with any employe; provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employes whose seniority and employ-

ment are terminated by the Carrier under the provisions of this Section A.

9) This Section A shall not apply to employes who are subject to the provisions of agreement governing rates of pay, hours of service, and working conditions between the parties hereto, applicable to Dining Car Stewards and Assistant Dining Car Stewards.

0) An employe whose employment is terminated as a result of non-compliance with the provisions of this Section A shall be regarded as having terminated his employe relationship for vacation purposes.

Understanding:

It is agreed that in the application of the Union Shop Agreement effective March 1, 1953, that any employe in service on the date of that agreement who is not a member of an organization as provided in Section A, Paragraph (2) of the Union Shop Agreement and who will make affidavit he was a member of a bona fide and recognized religious group, on the date of that agreement, having scruples against joining an organization, will, if he would otherwise be required to join an organization under the Union Shop Agreement, be deemed to have met the requirements of the Union Shop Agreement if he agrees to and does pay initiation fees, periodic dues and assessments to one of the organizations as specified in Section A, Paragraph (2) of the Union Shop Agreement.

Article 56 Section B

Section B---Dues Deduction

(Effective August 1, 1955)

(1)(a) Subject to the terms and conditions of this Section B, the Carrier shall periodically deduct and withhold from the wages of the employees subject to this Section B, who acquire and maintain membership in the Organization, amounts equal to the monthly membership dues, initiation fees, assessments and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Organization and shall pay the amount so deducted and withheld to the designated Treasurer of the various Locals of the Organization; provided, however, that this requirement shall not be effective with respect to any individual employe until the Carrier shall have been furnished with a written wage assignment authorization to the Organization of such membership dues, initiation fees, assessments and insurance premiums, which wage assignment authorization shall be revocable in writing after the expiration of one year from the date of its execution, or upon the termination of this Section B, or upon the termination of the rules and working conditions agreement between the parties hereto applicable to employes in train and yard service, whichever occurs sooner.

b)Both the wage assignment authorization and the revocation of the wage assignment authorization forms shall be subject to approval by the Carrier.

c)The Organization shall assume full responsibility for the procurement and execution of the wage assignment authorization revocation and

for delivery of such forms to the Assistant Controller-Disbursements of the Carrier.

(2)(a) The Treasurer of each Local of the Organization shall furnish to the Assistant Controller-Disbursements of the Carrier, not later than the first of each month, a certified statement in duplicate showing the name, the payroll account number, the division on which employed, and the gross amount of any assessment to be deducted from the wage of each member who has signed a wage assignment form and which form has been filed with the Carrier.

(b) The deductions will be made from the wages earned in train or yard service in the first pay period of the month only. Employee deduction authorization must be in the Office of Assistant Controller-Disbursements of the Carrier not later than the first of the month in which deductions are to be made. The following payroll deductions will have priority over deductions in favor of the Organization, as provided for in this Section B:

- i) Federal, state and municipal taxes and other deductions required by law, including garnishments and attachments.
- ii) Amounts due the Carrier.
- 0) Amounts due in payment for meal books and amounts due on watch and board and lodging deduction orders.
- iii) Insurance and hospitalization premiums other than insurance premiums referred to in this Section B.

(c) If the earnings of an employe are insufficient to remit the full amount of deduction for such employe, no deduction shall be made, and

the same will not be accumulated and deducted in subsequent months.

(d) No deduction will be made from other than the regular payrolls.

3) This Section B shall cease to apply to any employe who may be adjudicated bankrupt or insolvent under any federal or state laws, and any wage assignment authorization given hereunder shall become void.

4) The Carrier will make such remittance on or before the end of the month succeeding that in which deductions are made. The Carrier will, at the time of such remittance, furnish the Treasurer of each Local with a list of the employes from whom deductions were made showing the amount of such deductions. One copy of this statement only to be furnished the Organization.

5) Responsibility of Carrier under this Section B shall be limited to remitting to the Organization amounts actually deducted from wages of the employes pursuant to this Section B, and the Carrier shall not be responsible to any employe for making deduction specified on a deduction list or for failure to do so. Any question arising as to the correctness of the amount listed and deducted shall be handled between the employe involved and the Organization, and any complaints against the Carrier in connection therewith shall be handled by the Organization on behalf of the employe concerned. The dues deduction amounts may not be changed more often than once every 3 months.

6) Assistant Controller-Disbursements of the Carrier shall be furnished a list showing all Locals, and the name, address and title of Orga-

nization Local Officers to whom deductions made pursuant to this Agreement are to be forwarded. The Organization will also advise Assistant Controller-Disbursements of the Carrier of any changes in names, addresses and titles of Organization Officers to whom deductions are to be forwarded, such original list and advice of any changes on or before the first day of the month in which deductions are to be made.

7)No part of this Section B or any other Agreement between the Carrier and the Organization shall be used either directly or indirectly as a basis for any grievance or claim by or on behalf of any employe predicated upon any violation of, or misapplication or non-compliance with, any part of this Section B.

8)The Organization shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the execution of, or compliance with the provisions of this Section B.

ARTICLE 57—EMPLOYEE INFORMATION

(Article IV of the January 29, 1975 National Agreement)

Commencing June 1975, the carriers will provide each General Chairman with a list of employes who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employes' identification numbers. This information will be limited to the employes covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days after the month in which the employe is hired or

Article 57 (Cont'd.)

terminated. Where railroads cannot meet the 30-day requirement, the matter will be worked out with the General Chairman.

ARTICLE 58—BEREAVEMENT LEAVE

(Article XII of the August 25, 1978 National Agreement)

Bereavement leave, not in excess of 3 calendar days, following the date of death will be allowed in case of death of an employe's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employes involved will make provision for taking leave with their supervising officials in the usual manner.

ARTICLE 59—REPRESENTATION

a)The right to make and interpret agreements concerning rates of pay and working conditions for Conductors and Brakemen shall be vested in the recognized Committee of the UTU and the Carrier.

b)The right of any Conductor or Brakeman to have the Committee of his Organization represent him in the handling of his grievance, under the recognized interpretation placed upon the schedule involved by the Officials of this Carrier and the General Committee making the same, is conceded.

**ARTICLE 60--NON-DISCRIMINATORY
INTERPRETATION**

a)All collective bargaining agreements relating to rules, rates of pay and working conditions of employes represented by the Organization signatory hereto will be applied in compliance with state and federal laws without regard to race, religion, color, creed, national origin or sex.

b)The use of such words as "he", "his" and "him", as they appear in such agreements, are not intended to restrict the application of the agreements, or a particular rule, to a particular sex but are used solely for the purposes of grammatical convenience and clarity.

**ARTICLE 61---FURNISHING COPIES OF
AGREEMENTS**

The proper Officers of the Carrier will be furnished sufficient copies of this Schedule to supply a copy to Conductors and Brakemen now in service and to newly employed Conductors and Brakemen as long as the supply lasts.

**ARTICLE 62---CHANGES AND EFFECTIVE
DATE (AGREEMENTS)**

Section A---Local Agreements

Local agreements (applicable only on all or a part of a particular seniority district) between the proper local Carrier Officer and UTU Local Chairman, unless specifically authorized by a provision of this Agreement, shall not be effective unless and until they have been approved by the General Chairman and the highest Carrier Officer designated to execute labor agreements (now

Article 62 Section A (Cont'd.)

the Director of Labor Relations) on behalf of the Carrier.

Section B---Duration

1)It is recognized by the parties hereto that this is the good-faith attempt by them to develop a composite agreement encompassing, generally, all major agreements and revisions thereto between the parties. In doing so it is recognized that past practices, agreements and interpretive claim settlements which have not been deleted, amended or revised, which are not in conflict with provisions of this Agreement, shall remain in effect. It is also recognized that there are National Agreements and interpretations thereto, not reproduced here (e.g., the "Washington Job Protection Agreement"), and the fact that they are not reproduced does not in itself affect their applicability.

Should there be typographical errors or omissions in this Agreement, the parties pledge their good-faith efforts to make the corrections.

2)The Carrier on its part, and the Organization on its part, agree that they will perform the several duties and stipulations herein provided unless and until this Agreement is canceled or changed in accordance with the provisions of the Railway Labor Act, as amended (except where a different cancellation provision is specifically provided herein).

Signed at Springfield, Missouri, October 11, 1978, and effective December 15, 1978.

FOR: ST. LOUIS-SAN FRANCISCO
RAILWAY COMPANY
(Except AT&N District)

By: (Signed) J. L. RUSSELL
Director of Labor Relations

By: (Signed) J. J. RATCLIFF
Assistant Vice President---
Labor Relations

FOR: CONDUCTORS AND BRAKEMEN

represented by the

UNITED TRANSPORTATION UNION

By: (Signed) J. W. REYNOLDS
General Chairman

By: (Signed) W. R. HARRELL
Assistant General Chairman

By: (Signed) W. L. STEPHENSON
Assistant General Chairman

By: (Signed) J. O. THOMPSON
Secretary,
General Committee of Adjustment

SUBJECT INDEX

Subject	Art.	Sec.	Page
ACCOMMODATIONS---LODGING.....	45	B	174
ACCUMULATION OF POOL CREWS.....	30	F	138
ADJUSTMENT---POOL SERVICE.....	30	E	137
AGGREGATING			
Extra Men.....	19	B(7)	65
Pool Crews---Away From Home.....	30	C(2)	136
Pool Crews---At Home.....	30	A(2)(a)	133
AGREEMENTS			
Duration.....	62	B	246
Furnishing Copies.....	61		245
Local.....	62	A	245
Union Shop.....	56	A	229
APPEALS			
Claims and Grievances.....	51		218
Discipline.....	50	A(14)	215
APPLICATIONS---APPROVAL.....	1	B(1)	1
APPLICATIONS---EMPLOYMENT.....	1	B	1
ARBITRARIES AND SPEC. ALLOW.			
Road Service.....	29	A	116
Yard Service.....	29	A	116
ASSIGNED---NOTIFIED.....	13	C(3)	45
ASSIGNMENTS			
Circus Trains.....	8		24
Change in Conditions.....	14	A	49
Giving Up.....	13	D	46
Displacement Rights.....	13	C	44
Earnings Protection---Make Whole.....	13	B	44
Establishing.....	14	B	49
Interdivisional Service.....	10		28
Local Freight.....	7		20
Helper---Pusher Service.....	12		43
Making.....	14	B	49
Mine Switcher.....	5		16
Operating Under Bulletin.....	14	B(1)(e)	50
Pilots.....	9		25
Pool Service.....	30	A	131
Preferred.....	30	A(3)	133
Regular.....	13	A	44
Remaining on After Displaced.....	13	C(5)	45
Return To.....	16	D	57
Road-General.....	30	A	131
Road-Switcher.....	6		18

SUBJECT INDEX

Subject	Art.	Sec.	Page
6-Day.....	15		52
Work Train.....	4		13
ATTENDING			
Court or Coroner's Inquest.....	49	A	210
Investigations.....	50	A	211
Joint Investigations.....	50	C	218
AUTOMOBILE ALLOWANCE.....	22	(d)	75
BASIC PAY			
Road Service.....	2	C	8
BEGINNING AND ENDING OF DAY.....	30	G	138
BEREAVEMENT LEAVE.....	58		244
BIDS			
Copy to Local Chairman.....	14	B(2)	51
For Vacancy in Same Service.....	14	B(5)	52
On Own Vacancy.....	14	B(7)	52
On 6-Day Vacancies.....	15	A	52
Withdrawn.....	14	B(6)	52
Witnessed.....	1451	B(2)	
BOARDS, TRAIN.....	20		68
BRASS CARS.....	39	A	166
BULLETINS			
Assignments.....	14	B	49
Assignments Operating While Under Bulletin.....	14	B(1)(e)	50
Bids.....	14	B	49
Life of---Number of Days.....	14	B(1)	49
Local Freight.....	7	D	23
Mine Switcher.....	5	A	16
New Runs Defined.....	14	A	49
Road Switcher.....	6	A	18
Work Train.....	4	C	14
BUM CREWS.....	30	A	131
BUMPING			
Displacement Rights.....	13	C	44
On Assignment Under Bulletin.....	13	C(2)	44
On 6-Day Vacancies.....	15		52
CABOOSES			
Assignment of.....	36	A	161
Duty to Keep Supplied.....	36	C(4)	163
Equipment.....	36	C	162
Local Cabooses.....	36	C	162

SUBJECT INDEX (Continued)

Subject	Art.	Sec.	Page
Pool Cabooses.....	36	B	162
When Operated and Not Supplied.....	36	C(5)(a)	164
CALLED AND NOT USED.....	19	D	67
CALLING.....	20		68
CHAIN GANG CREWS, HANDLING.....	30		131
CHANGING ASSIGNMENTS---ROAD.....	14	A	49
CHANGING LOCOMOTIVES.....	29	A(4)(a)	118
CIRCUS TRAINS.....	8		24
CLAIMING VACANCIES (6-Day).....	15	A	52
CLAIMS AND GRIEVANCES--TIME LIMIT.....	51		218
CLERICAL ERRORS.....	41		169
COMBINATION ROAD-YARD SERVICE.....	29	B	125
COMBINATION SERVICE---ROAD.....	32	A	149
COMMUNICATIONS SYSTEMS---USE OF.....	26		105
COMPANY MAIL ALLOWANCE.....	2	A	7
CONSOLIDATED SERVICE.....	34		157
COST-OF-LIVING ALLOWANCES.....	2	E	9
CONVERSION RULE (TO LOCAL).....	32	D	155
CONVERSION TABLES.....	2	G	10
COURT AND CORONER'S INQUESTS			
Attending.....	49	A	210
Rates of Pay.....	49	A	210
CREW CONSIST.....	23		79
DAILY EARNINGS MINIMA.....	2	A	7
DEADHEADING			
Account Layoffs and Reporting.....	22		74
Account Tied Up for Rest--Sickness.....	22	(n)(3)	67
Account Tied Up Under the Law.....	35	C(6)	160
Account Transferring.....	24	J	99
Automobile Allowance.....	22	(d)	75
Company Automobile.....	22	(d)	75
First and Last Extra Employee to Relieve on Vacancy....	19	B(3)	64
Forced Assigned.....	22	(g)	76
Individuals.....	22	(a)	74
On Company Business.....	22	(a)	74
Payments to Injured Employees.....	53		221
Pool Crews, Terminal-to-Terminal.....	30	(B)(4)	134
Rates of Pay for.....	2	A	7

SUBJECT INDEX (Continued)

Subject	Art.	Sec.	Page
Regular Crews.....	22	M(2)	77
Temporary Vacancies.....	15	H	55
To Attend Court.....	49	A	210
To Attend Investigation.....	50	A(4)	213
With Caboose.....	30	A(1)(b)	132
Without Caboose.....	30	A(1)(b)	132
DECLINING TIME SLIPS.....	51		218
DISCIPLINE			
Attending Investigation.....	50	B	216
Appeal.....	50	A(14)	215
Assessing Discipline---Time Limit to Assess.....	50	A(13)	215
Conducting Investigation---Time Limit to Conduct	50	A(2)(a)	211
Investigations on Own Time.....	50	B(1)	216
Joint Investigations.....	50	C	218
Reinstated.....	50	A(15)	216
Representation.....	50	A(5)	213
Transcripts.....	50	A(10)	215
DISPLACED			
From Regular Assignment.....	13	C	44
From Temporary Vacancy.....	15	A(3)	53
Remaining on Job After.....	13	C(5)	45
Right to Exercise Seniority.....	13	C(1)	44
Time Limits to Displace.....	13	C	44
DISTRICTS			
Assigned to---Other Road Service.....	30	A(1)(b)	132
Used on Another---Other Road Service.....	30	A	131
DOUBLING.....	33		156
DUES DEDUCTION.....	56	B	240
DUTIES			
Car Doors, Brasses, Water Cars, Livestock.....	39	A	166
Company Mail.....	39	C	166
Ventilation and Refrigeration.....	39	B	166
EARNINGS PROTECTION.....	13	B	44
EATING---FREIGHT CREWS.....	45	A	173
EATING/SLEEPING ACCOMMODATIONS---			
BETWEEN TERMINALS			
Carrier's Duty to Furnish.....	45	B	174
Notify Dispatcher---Eating.....	45	A(1)	173

SUBJECT INDEX (Continued)

Subject	Art.	Sec.	Page
Where No Suitable Accommodations Available.....	45	B	174
Work Trains.....	4	H	16
ELECTRIC LANTERNS.....	43	B	170
EMERGENCY DEFINED.....	37		165
EMERGENCY CONDUCTORS			
Failing to Protect.....	21	B	71
Make Whole Pay.....	21	C	72
Relieved by Extra Employee.....	21	D	73
Vacancies Less Than 6-Days.....	21	A	69
EMPLOYEE INFORMATION.....	57		243
EMPLOYMENT			
Self-Propelled Machines.....	9	C	26
EMPLOYMENT AND SENIORITY.....	24		80
EMPLOYMENT---OMISSIONS OR FALSIFICATION OF INFORMATION.....	1	B(2)	1
EMPLOYMENT QUALIFICATIONS.....	1	A	1
ENGINES			
Changing Engines.....	29	A(4)(a)	118
Fuel and Supplying.....	29	A(4)(a)	118
To and From Diesel House.....	29	A(4)(a)	119
ENTRY RATES.....	2	B(1)	7
ESTABLISHING SENIORITY			
How and When Established.....	24	A	80
Protests.....	24	C	81
Time Limit on Making Protests.....	24	C	81
EXAMINATIONS---PHYSICAL.....	1	A	1
EXCHANGING WORK TRAIN CREWS.....	30	C(1)(b)	135
EXPENSES			
Attending Court on Company Orders.....	49	1	210
Away From Home.....	45	C	174
Extra Men, Outlying Points.....	45	D	176
EXTRA BOARDS			
Exhausted.....	19	C	67
Extra Employees Called and Not Used.....	19	D	67
Filling Yardmen's Vacancies Outlying Points.....	24	F(4)(b)	91
Increasing.....	19	A(2)	60
Location.....	18	(a)	59
Operation.....	19	A	60
Order of Call.....	19	B	62
Order of Mark Up.....	19	B	62
Reduced.....	19	A	60

SUBJECT INDEX (Continued)

Subject	Art.	Sec.	Page
Regulating.....	19	A(2)	60
Vacancies on.....	19	A	60
EXTRA PASSENGER TRAINS.....	3	A	12
 FINAL TERMINAL DELAY			
Freight.....	31	C	146
How Paid--Rate.....	31	C(4)	148
Pilots.....	9	D	27
Point of Arrival.....	31	C1)	146
Point For Going Off Duty.....	31	C(2)(b)	146
Running Time.....	31	C2)	146
When Final Terminal Ceases.....	31	C(2)	146
 FINAL TERMINAL SWITCHING			
Effect Upon Road Overtime.....	31	A(3)	142
Not Applicable To.....	31	A(4)	142
Rate.....	31	A(1)	141
Switching Time Begins.....	31	A(2)	142
Switching Time--Special Payments.....	31	A(5)	143
 FIRST-IN/FIRST-OUT			
Pool Freight Crews.....	30	A	131
Regardless of Terminal Delay.....	30	B	134
Runaround.....	30	C	135
Ten-Hour Terminal.....	35	B(3)	159
 FORCE ASSIGNMENT			
General.....	14	B	49
When No Bids Received.....	14	B(1)(f)	50
FORCE REDUCTION---SENIORITY ORDER.....	24	D	81
FRACTION OF MILE.....	2	D	9
 FREIGHT SERVICE			
Assigned, 100 Miles or Less.....	2	C	8
Classification of Rates.....	2	C	8
Local.....	7		20
Mine.....	5		16
Pool Freight.....	30		131
Road Switcher---Local.....	6		18
Road Switcher---Yard.....	6		18
Work Trains.....	4		13
 GATEWAYS.....			
	24	H	95
 GENERAL RULES.....			
	30		131
 GIVING UP ASSIGNMENT.....			
	13	D	46

SUBJECT INDEX (Continued)

Subject	Art.	Sec.	Page
GUARANTEES			
Local Service.....	7	B	21
Mine Service.....	5	C	17
Road Switcher.....	6	B	19
Work Train.....	4	D	14
HANDLING CLAIMS.....	51		218
HANDLING TRAIN WITHOUT AIR BRAKES.....	40		169
HEALTH & WELFARE.....	54		226
HELD AWAY FROM HOME.....	35	A	157
HELPER SERVICE.....	12		43
HOLIDAY PAY			
Regular Assigned.....	46		182
HOME TERMINAL.....	18		59
HOURS OF SERVICE LAWS.....	35	C	159
ICE, FUEL AND WATER.....	36	C	163
INITIAL TERMINAL DELAY			
Freight.....	31	B	144
General.....	31	B	144
Pilots.....	9	D	27
When Trains Are Run Through.....	29	A(5)	119
INQUESTS---ATTENDING.....	49	A	210
INSURANCE			
Dental.....	54	b)	226
Early Retirement.....	54	c)	226
Health.....	54	(a)	226
Travel.....	53		221
INTERCHANGE			
Cars Interchanged in Error.....	27	I	110
Common Track.....	27	H	109
Designated points.....	27	C	107
Light Movements.....	27	E	108
Minimum Number of Tracks.....	27	D	108
Solid Train.....	27	A and B	106
INTERDIVISIONAL SERVICE.....	10		28
INVESTIGATIONS			
Appeals.....	50	A(14)	215
Attending.....	50	A	211
Discipline.....	50	A(13)	215
Joint.....	50	C	218
Pay For Attending.....	50	A(4)	213

SUBJECT INDEX (Continued)

Subject	Art.	Sec.	Page
JURY SERVICE.....	48		210
LAKESIDE-MADILL GATEWAY.....	24	H	95
LAP BACK TRIPS.....	30	H	139
LAYING OFF			
Away From Home Terminal.....	17	C	58
Extra Man on Call.....	19	B(2)(a)	63
Points Defined.....	16	C	56
Sickness.....	17	C	58
LAYING OFF AND REPORTING.....	16	A	56
LAW VIOLATIONS.....	42		169
LEAVE OF ABSENCE.....	55		227
LEAVE SERVICE.....	24	O	102
LOCAL AGREEMENTS.....	62	A	245
LOCAL FREIGHT			
Annulment.....	7	A(2)	20
Assignments.....	7	A(1)	20
Bulletin.....	6	A(1)	29
Classification of Rate.....	2	A	5
Defined.....	32	D(2)	155
Guarantee.....	7	B	21
Starting Time.....	7	D	23
Used Off Assignment.....	7	C	22
LOCOMOTIVE			
Changing Locomotives.....	29	A(4)	118
Fuel and Supplying.....	29	A(4)	118
To and From Diesel House.....	29	A(4)	119
LODGING---MEALS			
Accommodations (between Terminals).....	45	B	174
Company Facilities, Building New.....	45	F	180
Expenses, Away From Home.....	45	C	174
Extra Employees.....	45	C and D	174
Implementing Agreement.....	45	E	177
National Agreement.....	45	C and D	174
LUNCH PERIOD.....	45	A	173
MAKE UP TRAINS.....	29	C	129
MAKE WHOLE.....	13	B	44
MAKING STATEMENTS AND REPORTS			
On Duty.....	50	B(2)(3)	216
On Own Time.....	50	B(1)	216
MARKING UP---EXTRA EMPLOYES.....	19	B	62

SUBJECT INDEX (Continued)

Subject	Art.	Sec.	Page
MARKING UP---POOL CREWS.....			
Return to Board.....	30	B	134
MEALS AND LODGING			
Accommodations (Between Terminals).....	45	B	174
Building New Company Facilities.....	45	F	180
Expenses, Away From Home.....	45	C	174
Expenses, Extra Men.....	45	D	176
Implementing Agreement.....	45	E	177
Meal Allowance.....	45	C	174
Notify Dispatcher.....	45	A	173
Road Crew, Meal Period.....	45	A	173
Second Meal Period.....	45	A(2)(a)	173
MILEAGE---AUTO ALLOWANCE.....	22	(d)	75
MILEAGE---REGULATING POOL CREWS.....	30	E	137
MINE SWITCHER			
Assignments.....	5	A(1)	16
Bulletins.....	5	A	16
Closed Territory.....	5	A(2)	17
Definition of.....	32	C	154
Guarantee.....	5	C	17
Pittsburgh Territory.....	5	B	17
Starting Time.....	5	E	18
Used Off Assignment.....	5	D	18
MINIMUM DAILY EARNINGS			
Local.....	2	A	7
MISSING CALL.....	19	B(2)(a)	63
MORE THAN ONE CLASS OF ROAD SERVICE.....	32	A	149
Misc. Work Train.....	32	B	152
NEW DAY, TERMINAL.....	30	I	141
NEW RUN---DEFINED.....	14	A	49
NEW TRIP.....	30	I	141
NON-DISCRIMINATION.....	60		245
NOTIFIED WHEN ASSIGNED.....	13	C(3)	45
NOTIFIED WHEN DISPLACED.....	13	C(3)	4W5
OFF-TRACK VEHICLE ACCIDENT BENEFITS.....	53		221
OFFICER AND OTHER PASSENGER SPECIALS.....	3	C	12

SUBJECT INDEX (Continued)

Subject	Art.	Sec.	Page
OFFICIAL POSITIONS.....	24	M	101
OMISSIONS OR ERRORS.....	61	B	246
OVERTIME			
Conversion Table.....	2	F	10
Freight Service.....	2	C	8
When Begins.....	2	C	8
PASSENGER SERVICE			
Extra Passenger Service.....	3	A	12
Officers' Specials.....	3	C	12
Troop Trains.....	3	B	12
PERSONAL AUTOMOBILE ALLOWANCE.....	22	(d)	75
PHYSICAL EXAMINATION---EMPLOYMENT.....	1	A	1
PILOTS.....	9		25
POOL FREIGHT CREWS			
Accumulation of Pool Crews.....	30	F	138
Aggregating Out of Home Terminal.....	30	A(2)(a)	133
Assignments Number of.....	30	E(1)	137
Beginning and Ending of Day.....	30	G	138
Called and Not Used.....	30	D	136
Circus Trains.....	8		24
Deadheading, Terminal to Terminal.....	30	B(4)(a)	134
Deadheading to intermediate Points.....	30	B(4)(b)	134
First-In, First-Out.....	30	A	131
Local Freight.....	32	D	155
Mileage.....	30	E	137
Mine Switcher.....	32	C	154
Order of Mark Up.....	30	B	134
Passenger Specials.....	3	C	12
Regulating Crews.....	30	E	137
Road Switcher.....	6	A(4)	19
Run Off Assignment.....	30	A(1)(b)	132
PROBATIONARY PERIOD---EMPLOYMENT.....	1	B(1)	1
PROMOTION			
Failure to Pass Test---Forfeits Seniority.....	25		102
Notification.....	24	A(2)	80
Passing Test.....	25	(a)(1)	102
Second Test.....	25	(a)(1)	102
Seniority Order.....	25	(a)(2)	103
PROTECTION OF EMPLOYES.....	11		32

SUBJECT INDEX (Continued)

Subject	Art.	Sec.	Page
QUALIFICATIONS, EMPLOYMENT.....	1	A	1
RADIOS.....	26		105
RATES OF PAY			
Assigned, 100 Miles or Less.....	2	A	5
Basic Day, Road Service.....	2	C	8
Circus Trains.....	8		24
Daily Earnings Minima.....	2	A	7
Entry Rates.....	2	B(1)	7
Pilots.....	9	D	27
Work Train.....	2	A	6
REPORTING FOR DUTY.....	16	A	56
REPRESENTATION.....	59		244
REST			
Away From Home.....	17	C	58
Crews Runaround While Resting 10-Hours.....	17	A	58
Home Terminal.....	17	A	57
Period Begins.....	17	A	57
Registering for.....	17	A	57
Runaround Before Obtaining 8 Hours Rest.....	17	B(2)	58
REST PERIOD.....	17		57
RESTING/SICK, AT HOME TERMINAL.....	17	B	58
RESTING/SICK, AWAY FROM HOME TERMINAL.....	17	C	58
RETURN TO ASSIGNMENT.....	16	D	57
ROAD SWITCHERS			
Assignments.....	6	A	18
Bulletins.....	6	A	18
Closed Territory.....	6	A(4)	19
Definition of.....	6	A(1)	18
Guarantee.....	6	B	19
Starting Time.....	7	D	23
Used Off Assignment.....	6	C	20
ROAD-YARD MOVEMENTS.....	29		116
ROAD-YARD SERVICE---COMBINATION.....	29	B	125
RUN OFF ASSIGNMENT--POOL CREWS.....	30	A	131
RUN THROUGH TRAINS.....	29	A(5)	119

SUBJECT INDEX (Continued)

Subject	Art.	Sec.	Page
RUNAROUND			
Pool Crews.....	30	C	135
RUNNING TEST.....	31	C	146
 SELF-PROPELLED VEHICLES/MACHINES			
Definition of.....	9	C	26
Pilots.....	9	C	27
 SENIORITY			
Brakemen.....	24	A	80
Conductors.....	24	A(2)	80
Conductors Hired.....	24	A(3)	80
Consolidated Road and Yard Seniority.....	24	F	88
Districts---Freight.....	24	E	82
Employment of Firemen.....	24	N	101
Establishing.....	24	A	80
Exercise of.....	13	C	44
Force Reduction.....	24	D	81
Forfeit.....	24	O	102
Furloughed Employes Working on Other Seniority			
Districts or Crafts.....	24	K	99
General Chairman.....	24	L	100
Leaving Service of Carrier.....	24	O	102
Official Positions.....	24	M	101
Protests.....	24	C	81
Retention of Seniority After Retired Under Railroad			
Retirement Act.....	24	G	94
Rosters.....	24	B	81
Transferring.....	24	J	99
SERVICE LETTERS.....	1	C	2
SHARP PRACTICE.....	19	B(2)	63
SHOES.....	43	A	169
SHORTAGES.....	52		220
SHORT TRIPS AND TURNAROUNDS.....	30	H	139
SICK OR REST AWAY FROM HOME.....	17	C	58
SIDE TRIPS.....	30	H	139
SIX DAY RULE.....	15	A	52
SPECIAL TRAINS.....	3		12
 STARTING TIME			
Road Assignments.....	7	D	23
STATION ORDER.....	29	C	129
 STATION SWITCHING			
Combination Service.....	32	A	149

SUBJECT INDEX (Continued)

Subject	Art.	Sec.	Page
Conversion Rule (to local).....	32	D	155
STUDENT TRAINING ALLOWANCE.....	44		172
SWITCHERS			
Mine.....	5		16
Road-Local.....	6	A	18
Road-Yard.....	6	A	18
SWITCHING LIMITS			
Changing.....	28	A(1)	111
Combination Road-Yard Service Zones.....	28	B	114
Service for New Industries.....	28	A(2)	112
SWITCH LIST.....	38		165
TEN HOUR RULE---WORK TRAIN.....	4	E	15
TERMINAL DELAY			
Freight.....	31	B	144
Run Through Trains.....	29	A(5)	119
When Train Departs From Yard Track.....	31	B	144
TERMINAL---HOME.....	18		59
TERMINAL PROVISION.....	30	I	141
TERMINAL SWITCHING.....	31	A	141
TIE-UP POINT.....	31	C(2)	146
TYING UP FOR REST.....	17	A	57
TIED UP AWAY FROM HOME TERMINAL.....	35	A	157
TIED UP BETWEEN TERMINALS---ON DUTY LESS THAN 10 HOURS.....	35	B	158
TIED UP UNDER HOURS OF SERVICE LAW.....	35	C	159
TIME LIMIT---CLAIMS.....	51		218
TRAIN BOARDS.....	20		68
TRAINING ALLOWANCE (CONDUCTORS).....	44		172
TRANSFERRING TO ANOTHER DISTRICT			
Furloughed, Want Temporary Transfer.....	24	K	99
TROOP & EQUIPMENT TRAINS.....	3	B	12
TURNAROUNDS.....	30	H	139
TURNAROUNDS (SECOND).....	30	H	139
TURRELL-HARVARD GATEWAY.....	24	I	96
USED OFF SENIORITY DISTRICT.....	30	A	131
UNION SHOP AGREEMENT.....	56	A	229

SUBJECT INDEX (Continued)

Subject	Art.	Sec.	Page
VACANCIES			
Absent When Vacancy Occurs.....	15	G	55
Assignments.....	14	B	49
Bulletining.....	14	B	49
Claimant Must Assume Vacancy.....	15	E	54
Claimant Retains Vacancy.....	15	F	55
Filling.....	14	B	49
Limitation on Right to Claim Vacancy.....	15	C	54
New Runs.....	14	B	49
Permanent.....	14	B	49
Qualification to Claim Vacancy.....	15	D	54
Return to.....	14	B	49
Second 6-Day.....	15	B	53
Yard Service.....	24	F(4)(b)	91
6-Day.....	15	A	52
30-Day.....	14	B(1)(d)	50
VACATIONS			
Implementing Agreement.....	47	B	203
National Agreement.....	47	A	186
Split.....	47	C	207
VIOLATION OF LAWS	42		169
WAGE INCREASES	2		9
WEARING APPAREL	43	A	169
WEIGHING CARS BY THROUGH FREIGHT CREWS	32	E	156
WORK TRAIN			
Advertising.....	4	C	14
Definition.....	4	A	13
Duties of Conductors and Brakemen.....	4	F	15
Eating on Wreckers.....	4	H	16
Extra Service.....	4	B	13
Guarantees.....	4	D	14
Held Away From Home Terminal.....	4	D(2)	15
Handling Revenue Loads.....	32	B(4)	154
How Manned.....	4	B	13
Miscellaneous.....	32	B	152
Partially Within and Without Switching Limits.....	4	I	16
Rates of Pay.....	2	A	6
6-Days or More.....	4	B	13
Ten Hour Rule.....	4	E	15

SUBJECT INDEX (Continued)

Subject	Art.	Sec.	Page
Transporting Laborers.....	4	G	15
Within Switching Limits.....	4	I	16
YARD SERVICE---ROAD EMPLOYES			
Filling Outlying Yard Vacancies.....	24	F(4)(b)	91
First 12-Hour Period.....	29	B	125
Second 12-Hour Period.....	29	B(5)	127
When Yard Crews Are On Duty.....	29	B(5)	127
Where Yard Crews Are Not Employed.....	29	B(3)	127
ZONES			
Combination Road-Yard Service.....	28	B	114

(Last Page)