
**THE ATCHISON, TOPEKA & SANTA FE
RAILWAY COMPANY**
EASTERN AND WESTERN LINES
(EXCLUDING NORTHERN AND SOUTHERN DIVISIONS)

SCHEDULE COVERING

**RATES OF PAY
AND
WORKING CONDITIONS**

**FOR
CONDUCTORS
BRAKEMEN
AND
BAGGAGEMEN**

Represented by
United Transportation Union

Effective September 1, 1966, Conductors
January 1, 1966, Brakemen
Reprinted as of November 1, 1983 to reflect that set forth in the preamble and to reflect
basic rates effective July 1, 1983.

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Two Crew Members	Art. 17(k)	51.00
Uniforms, Passenger	App. 22	117.00

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SUBJECT	ARTICLE	PAGE
Union Shop Agreement	App. 34	149.00
Using Part of a Regular Crew	Art. 6(c-1)	25.00
Use of Employees Off Seniority District	Art. 15(j)	48.00
Vacancies		
Advertised While on Leave of Absence	App. 42	164.00
Baggage Service	Art. 40	84.00
Temporary for More Than 30 Days	App. 73	223.00
Bulletining	Art. 23(a)	61.00
Rights to	Art. 23(b)	61.00
Temporary Freight or Passenger	Art. 23(n-1), (o-1)	65
	Art. 1	1
Vacations		
Agreement	App. 29	127.00
Implementation of	App. 32	142.00
Filing Late Bid For	App. 31	141.00
Split	App. 30	137.00
Terminated - Reinstated	App. 30	137.00
Violations, Penalty for Agreement	Art. 37	84.00
Work Train Service		
Accommodations for Sleeping and Eating	Art. 4(l)	23.00
Annulling	Art. 4(e)	22.00
At Completion of, Pay	Art. 4(k)	23.00
Basic Day	Art. 4(b)	22.00
Guarantee	Art. 4(c)	22.00
Partially Inside and Partially Outside Switching Limits	Art. 4(m)	23.00
Rates of Pay	Art. 4	20.00
Temporary	Art. 4(d),(g)	22.00
Typing Up Away From Home, Notification of	Art. 4(j)	22.00
Under Advertisement	Art. 4(i)	22.00
Yardmen, Rights of in Road Service	Art. 22(f-1), (f-2)	60.00

PREAMBLE

This reprint is intended solely for the purpose of making the Schedule of Rates, Rules, and Regulations for Conductors and Brakemen current in order to include amendments and changes in Agreements subsequent to the last reprinting, and it is further understood nothing in this reprint will serve to change, modify, or cancel any Agreement or Understanding, National or otherwise.

The parties to this schedule update and reprint recognize and agree whether reference has or has not been made in a specific rule to the Crew Consist Agreement, effective May 15, 1981, said Crew Consist Agreement does to the extent applicable modify any rule, interpretation or award to the contrary.

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY
EASTERN AND WESTERN LINES
(Excluding Northern and Southern Divisions)

The Following Schedule of Pay, Rules and
Regulations will Govern Conductors, Brakemen and
Baggagemen Employed By This Company

ARTICLE 1
PASSENGER SERVICE

- a. 1. A conductor will be assigned to and in charge of each passenger train operating over Santa Fe trackage.

BRAKEMEN
Scope Rule and Compensation For Extra Service

2. It shall be the duty of brakemen in passenger service to assist the conductor and perform duties under his direction and supervision in the handling of train orders and the operation of their train, as well as perform other duties customarily performed by passenger brakemen, including:

will The coupling and uncoupling of cars and engines and the performance of all switching on their own train except at points where yardmen are on duty. This not prohibit brakeman cutting off rear car or cars at intermediate yards where yard engines are on duty.

movement The use of lamp and hand signals as provided in the Operating Rules for of trains.

The furnishing of flag protection as may be required by the Operating Rules.

The opening and closing of switches in connection with their own train.

Trainmen will not be required to clean switches except in connection with the movement of their train.

The assisting of passengers and the handling of their luggage on and off trains.

Note: This rule is not intended either to usurp, restrict or expand the duties of porter-brakemen who have service dates on or before April 20, 1942; nor does this rule restrict the duties of chair car attendants in assisting passengers and handling their luggage.

3. Where baggage, U.S. Mail(*), Railroad Mail or items of railroad property moving as baggage in baggage cars in the custody of the Railway Company are to be physically handled enroute, an exclusive baggageman or a combination brakeman-baggageman will protect such service.

* Exception: Mail Pilers J. C. Moffett, C. N. Pettitt and W. Pettie may continue to protect mail piler assignments between Albuquerque and La Junta.

4. Rates for conductors, brakemen and baggagemen in passenger service shall be:

		<u>Conductors and Helper Conductors</u> <u>Runs 4000 Miles or Over</u>		
<u>Territory</u>		<u>Per</u> <u>Mile</u>	<u>Per</u> <u>Day</u>	<u>Per</u> <u>Month</u>
		(Cents)		
Eastern Lines, Plains and Slaton Divisions and Colorado Division: First, AV, Lamar, Las Animas, Garden City and Boise City Districts:				
	1st 150 mi.	54.47		
	after 150 mi.	49.14	\$81.71	\$2458.30
Colorado Division: Pueblo, Denver, Canon City, Second, Third and Fourth Districts; New Mexico Division:				
	1st 150 mi.	54.60		
	after 150 mi.	49.27	81.71	2464.25
		<u>Runs 4000 Miles or Over</u>		
<u>Territory</u>		<u>Per</u> <u>Mile</u>	<u>Per</u> <u>Day</u>	<u>Per</u> <u>Month</u>
Eastern and Western lines All Divisions				
	1st 150 mi.	54.47		
	after 150 mi.	49.14	81.71	2451.30

BRAKEMEN

Runs 4000 miles or over

Divisions	Mileage Rate up to and including 150 miles	Mileage Rate for miles in excess of 150 miles	Per Day	Per Month
Eastern Lines (Original)	48.97	44.54	73.46	2203.80
Panhandle (Former)	48.97	44.54	73.46	2203.80
Western (Former)	48.97	44.54	73.46	2203.80
Plains (Original)	48.97	44.54	73.46	2203.80
Slaton (Original)	48.97	44.54	73.46	2203.80
Colorado (Original)	49.12	44.69	73.46	2210.45
New Mexico (Former)	49.12	44.69	73.46	2210.45
Rio Grande (Former)	49.12	44.69	73.46	2210.45
Pecos (Former)	49.12	44.69	73.46	2210.45
River (Former)	49.01	44.58	73.46	2205.35

Runs less than 4000 miles

Divisions	Mileage Rate up to and including 150 miles	Mileage Rate for miles in excess of 150 miles	Per Day	Per Month
Eastern Lines (Original)	48.97	44.54	73.46	2203.80
Panhandle (Former)	48.97	44.54	73.46	2203.80
Western (Former)	48.97	44.54	73.46	2203.80
Plains (Original)	48.97	44.54	73.46	2203.80
Slaton (Original)	48.97	44.54	73.46	2203.80
Colorado (Original)	49.01	44.58	73.46	2205.35
New Mexico (Former)	49.01	44.58	73.46	2205.35
Rio Grande (Former)	49.01	44.58	73.46	2205.35
Pecos (Former)	49.01	44.58	73.46	2205.35
River (Former)	48.97	44.54	73.46	2203.80

Divisions	Baggagemen		Per Day	Per Month
	Mileage Rate up to and including 150 miles	Mileage Rate for miles in excess of 150 miles		
East of Kansas City	49.27	44.82	73.91	2217.30
West of Kansas City	49.45	45.00	75.91	2225.10
So. Kansas-Kansas City to Wellington	49.33	44.88	73.91	2220.00
Handling Express and Dynamo	49.73	45.27	74.59	2237.70
Operating Dynamo	49.50	45.05	74.25	2227.50
Handling Express	49.50	45.05	74.25	2227.50
Handling U.S. Mail	49.58	45.13	74.37	2231.10
Handling U.S. Mail and Express	49.01	44.58	73.46	2205.35
	49.81	45.35	74.71	2241.30

- b. When the miles allowed at the mileage rate exceed the money monthly guarantee, the mileage rate shall apply.
- c. The miles actually run, and not those allowed will establish which of the monthly guarantees will apply under the above table for conductors, brakemen and baggagemen.
- d. One hundred and fifty (150) miles or less (straightaway or turn-around) shall constitute a day's work. Miles in excess of 150 will be paid for at the mileage rates provided.
- e. Passenger crews assigned to run on two or more divisions paying different rates of pay shall receive the highest rate.
- f. A designated point shall be established by bulletin in all terminals at which crews in regular passenger service will report for duty and at which point they will go off duty. The point designated to go on and off duty shall be the same.

Crews in other than regular passenger service may go on duty at a point other than that designated for crews in regular passenger service but on return to the terminal will be returned to, and will go off duty at the same point at which they went on duty on the outgoing trip.

In passenger service the working time of crews will commence at the time they are required to report for duty and shall continue after arrival of train at final terminal until

they reach the designated point and are finally released. Daily rates obtain until the miles made at the mileage rates exceed the daily minimum.

- g. Passenger crews making extra trips in addition to their regular runs will be paid extra at the rate per mile applying to their regular runs, with a minimum allowance of 150 miles where service is not continuous. Service will be considered continuous when crew is notified on or before arrival and no more than one hour elapses between arrival and departure. When a trip is continuous a minimum of 20 miles per hour will be allowed.

APPLICATION OF PARAGRAPH (g)

In case a regularly assigned passenger crew arrived at Chicago in the evening and was notified to report for duty the next morning at eleven o'clock for service on picnic train, and was kept on duty from 11:00 a.m. until midnight, or thirteen hours of continuous service, will be paid at the rate of 54.47 cents per mile for Conductors and 48.97 cents per mile for Brakemen and allow 20 miles per hour, or 260 miles. This with the understanding that this service is in addition to regular assigned run and not in place thereof. If this crew missed any portion of their assigned run, then deduction should be made therefor.

8 WITHIN 9 SHORT TURN-AROUND RULE

- h. Crews on short turn-around passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty or held in excess of eight (8) hours (computed on each run from the time required to report for duty to the end of that run) within nine (9) consecutive hours; and also for all time in excess of nine (9) consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made. For calculating overtime under this rule, the Management may designate the initial trip.

Existing rules or practices providing for the splitting of overtime shall be eliminated.

(Item - First of National Agreement of November 21, 1947, effective January 1, 1948.)

APPLICATION OF 8 WITHIN 9 SHORT TURN-AROUND RULE

- 1. Passenger crews on short turn-around run from "A" to "B" and return to "A". The first trip began at "A" at 7:00 a.m.; he arrived at "B" at 11:30 a.m.; left "B" at 12:29 p.m.; arrived at "A" at 3:30 p.m. They were not relieved from duty over one hour; hence time is continuous. The total time is 8 hours, 30 minutes. They are entitled to 30 minutes overtime.

2. A passenger crew is in short turn-around service, making several turns from 7:00 a.m. to 4:00 p.m.; and is relieved 61 minutes at some period during the day. This 61 minutes is deducted from nine hours, and crew is entitled to no overtime.
 3. A passenger crew is in short turn-around service from 8:00 a.m. to 8:00 p.m.; is relieved during this period several times for a few minutes - 10, 15, 25 and in one case 59 minutes - but due to the fact that they were not relieved over one hour in any one period, continuous time is allowed, and crew is entitled to 4 hours overtime.
 4. A crew is in short turn-around passenger service. The day begins at 6:00 a.m.; crew is relieved at 9:00 a.m.; again goes on duty at 3:00 p.m.; and is finally released at 8:00 p.m. The crew is on duty or held for duty 3 hours in the first 9 consecutive hours between 6:00 a.m. and 3:00 p.m.; therefore, no overtime accrues under the 8 hour provision; is entitled to 5 hours overtime for the period 3:00 p.m. to 8:00 p.m.
 5. A crew is on duty from 7:00 a.m. to 3:30 p.m.; resumes duty at 6:00 p.m., and is released at 7:00 p.m. Crew is on duty 8 hours and 30 minutes within the first 9 hour period, producing 30 minutes overtime in this period. Time in excess of 9 consecutive hours (4 to 7 p.m.) 3 hours, making a total of 3 hours and 30 minutes overtime.
- i. Crews on other passenger runs shall be paid overtime on a speed basis of 20 miles per hour computed continuously from the time required to report for duty until released at the end of last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when the minimum day is paid for the service performed overtime shall not accrue until the expiration of seven (7) hours and thirty (30) minutes from time of first reporting for duty.
 - j. Overtime in all passenger service shall be paid for on the minute basis at a rate per hour of one-eighth of the mileage rate applying to the district or division, multiplied by 150 miles.
 - k. Regularly assigned passenger crews who are ready for service the entire month and who do not lay off of their own accord shall receive the monthly guarantee provided for in Article 1, exclusive of overtime.
 - l. When the monthly earnings of regularly assigned passenger crews from daily guarantees, mileage, overtime and other rules do not produce the following average amounts per day, they will be paid for each day service is performed:

	Per Day
Conductors and Helper Conductors	\$82.61
Baggagemen handling Express and Dynamo	75.49
Baggagemen handling Dynamo	75.15
Baggagemen handling Express	75.15
Baggagemen handling U.S. Mail	75.27
Baggagemen handling Express and U.S. Mail	75.61
Baggagemen	74.81
Flagmen and Brakemen	74.36

- m. Conductors and brakemen protecting the vacancy of regular conductors and brakemen on regular assignments shall assume the conditions of same. Service performed by extra and/or emergency conductors or brakemen not filling place of regular conductors or brakemen will be paid not less than the daily earnings minima for each day service is performed.

METHOD OF APPLYING DAILY AND MONTHLY GUARANTEES
(Conductors and Brakemen)

1. (a) Conductor on thirty day assignment: paid daily minimum, plus four minutes overtime daily, or a total of two hours at \$10.21375 equals \$20.43, total of \$2471.73. As average daily earning for the days on which service is performed is less than \$82.61 will receive 30 x \$82.61 equals \$2478.30.
- Brakemen on thirty day assignment; paid daily minimum, plus four minutes overtime daily, or a total of two hours at \$9.1825 equals \$18.37 total of \$2222.17. As average daily earning for the days on which service is performed is less than \$74.36 will receive 30 x \$74.36 equals \$2230.80.
- (b) Conductor in example No. 1(a) lays off five days. He receives 25 days at \$82.61 - \$2065.25; extra man 5 x \$82.61 - \$413.05.
- Brakeman in example No. 1(a) lays off five days. He receives 25 days at \$74.36 - \$1859.00, extra man 5 x \$74.36 - \$371.80.
- (c) Conductor on 30 day assignment, making 140 miles daily, is subject to the monthly guarantee of \$2451.30; makes 10 minutes overtime daily amounting to \$51.07; is required to perform extra service. Payments accruing under the schedule rules for the extra service will be applied against the payment of 30 days times \$82.61 per day, viz., \$2478.30. If such additional payments produce compensation in excess of \$2478.30

daily earning guarantee not involved.

Brakeman on 30 day assignment, making 140 miles daily, is subject to the monthly guarantee of \$2203.80; makes 10 minutes overtime daily, amounting to \$45.91; is required to perform extra service. Payments accruing under the schedule rules for the extra service will be applied against the payment of 30 days time \$74.36 per day, viz., \$2230.80. If such additional payments produce compensation in excess of \$2230.80 daily earning guarantee not involved.

- (d) Conductor on thirty day assignment paying daily minimum which equals \$2451.30; average daily earning guarantee 30 x \$87.61 equals \$2478.30. Regular man lays off 10 days during month and receives 20 x \$81.71 - \$1634.26; extra man working 10 days in regular man's place earns

\$917.71

(including overtime). Regular man receives \$1634.20; extra man receives \$917.71; total \$2551.91.

As this is more than average of \$82.61 for days of assignment guarantee not involved.

Brakeman on thirty day assignment paying daily minimum which equals \$2203.80; average daily earning guarantee 30 x \$74.36 equals \$2230.80. Regular man lays off 10 days during month and receives 20 x \$73.46 - \$1469.20; extra man working 10 days in regular man's place earns

\$771.33

(including overtime). Regular man receives \$1469.20; extra man receives \$771.33; total \$2240.53.

As this is more than average of \$74.36 for days of assignment guarantee is not involved.

2. (a) Conductor on 26 day assignment; makes no overtime and performs no extra service; therefore, is subject to the monthly guarantee of \$2481.30. 1/26 of \$2451.30 equals \$94.28 per day. Daily earnings guarantee not involved.

extra
of

Brakeman on 26 day assignment; makes no overtime and performs no service; therefore, is subject to the monthly guarantee of \$2203.80. 1/26 of \$2203.80 equals \$84.76 per day. Daily earning guarantee not involved.

- (b) Conductor in example 2(a) lays off one day; daily earning guarantee not involved; therefore, regular conductor receives 25/26 of \$2451.30, - extra man working in his place 1/26 of \$2451.30.

Brakeman in example 2(a) lays off one day; daily earning guarantee not

involved; therefore, regular brakeman receives 25/26 of \$2203.80, - extra man working in his place 1/26 of \$2203.80.

involved.

(c) Conductor on 26 day assignment makes no overtime; is required to perform extra service on one Sunday for which schedule requires payment of \$81.71 which is applied against monthly guarantee of \$2451.30; \$2451.30 divided by 27 days equals \$90.79. Daily guarantee not

perform

Brakeman on 26 day assignment makes no overtime; is required to extra service on one Sunday for which schedule requires payment of \$73.46, which is applied against monthly guarantee of \$2203.80;

\$2203.80

divided by 27 days equals \$81.62. Daily guarantee is not involved.

3. Conductor on 28 day assignment, subject to the monthly guarantee of \$2451.30, earns 10 hours overtime at \$10.21375, which equals \$102.14; total \$2553.44. 28 days x \$87.61 equals \$2313.08. Daily earnings guarantee not involved.

Brakeman on 28 day assignment, subject to the monthly guarantee of \$2203.80, earns 10 hours overtime at \$9.1825, which equals \$91.83; total \$2295.63. 28 days x \$74.36 equals \$2082.08. Daily earning guarantee is not involved.

4. Conductor on 28 day assignment which is subject to the monthly guarantee of \$2451.30 lays off for one day; receives 27/28 of \$2451.30 or \$2363.75; the extra man 1/28 or \$87.55. Daily earning guarantee not involved for either regular or relief man.

Brakeman on 28 day assignment, which is subject to the monthly guarantee of \$2203.80, lays off for one day; receives 27/28 of \$2203.80 or \$2175.09; the extra man 1/28 or \$78.71. Daily earning guarantee not involved for either regular or relief man.

5. Extra conductors (not filling place of a regular man) on first day (a) is used under conditions resulting in 2 minimum days; second day (b) makes 200 miles; third day

(c) makes 125 miles, no overtime, fourth day (d) makes 125 miles and 4 hours overtime.

(a) will be paid 2 days at \$81.71, equals \$163.42.

(b) will be paid 150 miles at .5447 cents and 50 miles at .4914 cents, equals \$106.28.

(c) will be paid daily earning guarantee - \$82.61.

(d) will be paid daily minimum - \$81.71, plus 4 hours overtime at \$10.21375, equals \$123.47.

Extra brakemen (not filling place of a regular man) on first day (a) is used under conditions resulting in 2 minimum days; second day (b) makes 200 miles; third day (c) makes 125 miles, no overtime, fourth day (d) makes 125 miles and 4 hours overtime.

- (a) will be paid 2 days at \$73.46 equals \$146.92.
- (b) will be paid 150 miles at \$48.97 plus 50 miles at \$44.54, equals \$95.73.
- (c) will be paid daily earning guarantee - \$74.36.
- (d) will be paid daily minimum \$73.46 plus 4 hours overtime at \$9.1825 equals \$110.19.

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

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

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

q. Reductions in number of crews or increases in mileage in passenger service from assignments in effect January 1, 1919, shall not be made for the purpose of offsetting these increases in wages, but nothing in this order is understood to prevent adjustment of runs in short turn-around and suburban service that are paid under minimum rules for the purpose of avoiding payment of excess mileage or overtime that would accrue under these rules, without reducing the number of crews. Such runs may be rearranged, extended or have mileage changed by addition of new train service; separate pools or assignments may be segregated or divided, provided that crews are not taken off or reduced in number.

Added

mileage up to mileage equaling the mileage rate divided into the guaranteed daily rate does not change, take from or add to the minimum day's pay, and this added mileage is not to be construed as "increase in mileage" within the meaning of this Article.

r. For the purpose of avoiding payment of excess overtime on turn-around runs in passenger service, when any part or leg thereof is over 80 miles, the Company will be privileged to rearrange runs, combine pools or sets of runs, and may establish interdivisional runs.

s. Conductors will not be disqualified from passenger service without an informal hearing with the conductor and his representative, if desired, and will be furnished a statement by the superintendent showing cause for such disqualification. This will not apply to physical disqualification.

1. Freight brakemen disqualified for passenger service will be furnished statement by Superintendent showing cause.

t. A temporary passenger vacancy known to be for thirty days or more will be advertised and the oldest conductor bidding for same will be assigned. He may hold such assignment until displaced by seniority rules or by the regular man returning to duty. During the time the conductor is occupying such temporary vacancy, he may bid for another assignment. If displaced by seniority rules or by the regular conductor returning to duty, he will have full displacement rights, except he will not be allowed to displace the regular man returning to duty.

The oldest freight conductor by seniority of service, if available, will be assigned to protect temporary passenger vacancies known to be ten days and less than thirty; if not available when the vacancy occurs he may, when available, displace the junior man.

Vacancies of less than ten days will be protected by any available conductor with uniform.

(See Appendix 22)

This rule to apply unless a local agreement provides otherwise. (See Article 23(o) for filling temporary vacancies for brakemen in passenger service)

HELPER CONDUCTORS

u. When helper conductor is used on a passenger train he will be paid at the passenger conductor's rate specified in Article 1(a-4). On trips over 80 miles, helper conductor to be compensated in accordance with Article 1(d), and payments for trips not exceeding 80 miles helper conductor to be compensated under Article 1(h).

For trains originating at Chicago, Kansas City, Amarillo, Denver, and El Paso, a helper conductor will be provided out of the originating point when it is anticipated that the train will have 275 or more passengers. This will not prevent the use of helper conductor when

at the discretion of management they may be needed otherwise.

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

This rule is not to be understood as in any way changing past practice as to territory over which an assigned or unassigned helper conductor can be used for payment of continuous time with a minimum of one hundred fifty (150) miles.

- v. When helper conductors are deadheaded to any point after a helper trip, deadhead pay will begin after the expiration of eight (8) hours from starting helper trip, and be paid at the rate of 54.47 cents for actual number of miles deadheaded after eight (8) hours.

REPORTING FOR DUTY

- w. Passenger crews will not be required to be on duty more than thirty minutes previous to the time set to depart. If required to report in advance of thirty minutes, they shall be paid on a minute basis at pro rata rates for all time on duty in advance of thirty minutes, with a minimum of fifty (50) miles.

INITIAL TERMINAL DELAY

- x. 1. Initial terminal delay shall be paid on a minute basis to crews in passenger service for all time in excess of forty-five (45) minutes computed from the time of reporting for duty up to the time the train leaves the terminal ("terminal" means passenger station or other starting point from which the train actually departs), at one-eighth (1/8) 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.

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

2. When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.
3. When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

(Article 1(x-2) and (x-3) from Article 4 of the National Agreement of May 23,

1952, effective August 1, 1952 for Conductors and Article 4 of National Agreement of May 25, 1951, effective August 1, 1951 for Brakemen.)

FINAL TERMINAL DELAY

y. 1. Passenger conductors, brakemen and baggagemen on duty thirty minutes or more from time their train reaches the switching limits at their final terminal until their train is yarded at the passenger station and they are relieved of all duties in connection with their train will be paid for all time consumed at the pro rata hourly rate, unless they are on road overtime, in which event payment will be made at the overtime hourly rate.

Note: At Chicago, final terminal delay will begin at the first signal approached from the west, controlled by the Towerman at the 21st Street Tower; at Kansas City, for eastbound trains, final terminal delay will begin at the first signal approached from the west, controlled by the Kansas City Terminal Towerman at Tower 5; for westbound trains, final terminal delay will begin at the first signal approached from the east, controlled by the Kansas City Terminal Towerman at Tower 6; at Fort Madison, for eastbound trains, final terminal delay will begin when the train leaves Shopton.

(Conductors)

After the train is yarded at the passenger station and conductor is relieved from all duties in connection with his train, he will be allowed an arbitrary of 10 minutes at the pro rata hourly rate in addition to all other earnings until finally released. If required by the Carrier to continue on duty beyond the 10-minute arbitrary in specific instances to make remittances or file reports concerning extraordinary occurrences, payment of this arbitrary will continue on an actual minute basis until released.

(Brakemen and Baggagemen)

After the train is yarded at the passenger station and brakemen and baggagemen are relieved from all duties in connection with their train, they will be allowed an arbitrary of 10 minutes at the pro rata hourly rate in addition to all other earnings until they reach the register room and are finally released.

2. If the passenger train terminates at a point other than a final terminal passenger station, the point where such train terminates shall be considered the terminal passenger station. If road overtime has commenced, no payment accrues under this rule and overtime shall be paid to final relief.

(Article 1(y-2) from Agreement of June 14, 1950, effective July 1, 1950.)

STUB OR TWO SECTION TRAINS

- z. 1. When passenger trains are operated regularly in two sections and conductors are assigned thereto, the conductors will protect the section to which assigned by bulletin, except where otherwise provided by local agreement.
- brakemen (a) When passenger trains are operated regularly in two sections and are assigned thereto, the brakemen or brakemen assigned to the first section will handle the first section operated out of the terminal, regardless of consist.
- and 2. Where a crew is assigned to a passenger train normally operated as one section such train is run in two sections, both sections going through to same terminal, regular assigned crew will be used on the first section containing part of the regular assigned equipment.
3. When necessary to operate a stub section of a passenger train between the terminals of regular crew assignment, but not in advance of time table schedule of the regular train, to perform a portion of the work of the regular train, regularly assigned crew, if available at such terminal, will be used on such stub passenger train.
- section 4. Where a train baggageman is assigned to a train, he will be used on the first carrying any of the regular working baggage cars.

DESK FOR CONDUCTORS

5. Passenger trains handling more than one car for use of revenue passengers will have a passenger car included in the consist of the train equipped with a desk and light for conductor's use. Conductors on passenger trains will not be required to remain at vestibule when necessary to perform other duties in connection with their train.

CONDUCTORS HANDLING SLEEPING CARS

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

Train Conductors will be responsible for handling sleeping car transportation on

the train in their charge and other services in connection therewith; however, it is

understood that for the convenience and comfort of our passengers, Porters-in-charge may continue to receive, lift and pouch passenger transportation,

which will be given to the Train Conductor; furthermore, such transportation may continue to be lifted and pouched, as now provided, before passengers board cars at selected terminals to enable passengers to proceed directly to their accommodations.

Train Conductors in charge of trains handling sleeping cars in service (excluding official business car or cars), as outlined above, will be allowed 67/100 cents (\$0.0067) per mile, not subject to future wage increases or decreases. This arbitrary allowance will not be payable to helper conductors. (From Mediation Agreement A-8507 dated July 30, 1969.)

ARTICLE 2
 LOCAL AND MIXED, TABULATED RUNS.
 RATES OF PAY AND RULES

RUNS	Conductors		Brakemen	
	Mileage Rate up to and including 100 miles (cents)	Mileage Rate for miles in excess of 100 miles (cents)	Mileage Rate up to and including 100 miles (cents)	Mileage Rate for miles in excess of 100 miles (cents)
Newton and Dodge City	82.53	74.69	75.09	68.33
Larned and Jetmore	82.53	74.69	75.09	68.33
Englewood	82.53	74.69	75.09	68.33
Strong City	82.53	74.69	75.09	68.33
Tonkawa and Caldwell	82.53	74.69	75.09	68.33
Emporia-Moline via Chanute	82.53	74.69	75.09	68.33
Salina	82.53	74.69	75.09	68.33
*Marion and McPherson	82.53	74.69	75.09	68.33
Hutchinson	82.53	74.69	75.09	68.33
Great Bend	82.53	74.69	75.09	68.33
Rockvale	83.43	75.56	76.39	69.54
Canon City	83.43	75.56	76.39	69.54
Morley	82.85	74.90	77.69	70.69
Wootton	82.85	74.90	77.69	70.69
Starkville	82.85	74.90	77.69	70.69
Santa Fe	82.85	74.90	77.69	70.69
Magdalena	83.08	75.24	75.72	68.88
Deming and Silver City	83.08	75.24	75.72	68.88
Whitewater	83.08	75.24	75.72	68.88
Coffeyville	82.53	75.24	75.09	68.33
Bartlesville	82.53	75.24	75.09	68.33
Barnard	82.53	74.69	75.09	68.33
Guthrie & Western	82.53	74.69	75.09	68.33
Amarillo - Lubbock	83.08	75.24	75.72	68.88
Roswell and Pecos	83.08	75.24	75.72	68.88

- * This rate to apply only while this crew makes the double on the Little River District. If this is taken off, Article 3 rate(s) will apply.
- a. These rates of pay to apply regardless of assignment.
- b. Working days per calendar month will constitute a month's work in local and mixed service.
- c. At initial and final terminals, time consumed in switching and turning trains will be allowed at the pro rata hourly rate. If time paid for under this paragraph is absorbed by the total time on duty running into overtime, overtime will be paid to time of final release and no additional allowance will be made under this paragraph.
- d. A local freight run will be established between La Junta and Albuquerque, and pay for service on those trains will be 82.85 cents per mile for conductors, 77.69 cents per mile for brakemen for miles run up to and including 100 miles and 74.90 cents per mile for conductors, 70.69 cents per mile for brakemen for miles in excess of 100 miles, overtime after a running time of 12~ miles per hour to be paid at an hourly rate of three-sixteenths of the daily rate. These runs to be assigned when operated.
- e. Conductors and brakemen required to remain on duty thirty minutes or more with their trains after arriving at their final terminal station, will be paid as follows: If road overtime has commenced, no payment accrues under this paragraph, and road overtime shall be paid to final relief. If road overtime has not commenced, the payment shall be at the pro rata hourly rate up to the point where overtime begins and at an hourly rate of three-sixteenths of the daily rate thereafter, all on the minute basis. Payment for final terminal delay will stop when conductors and brakemen reach the designated off-duty point.

Note: It is agreed that payment will not be made under both this paragraph (e) and that part of paragraph (c) of this Article 2 pertaining to final terminal switching, but whichever is the greater will be allowed.

(See Appendix 27)

ARTICLE 3
FREIGHT SERVICE - LOCAL AND MIXED
RATES OF PAY AND RULES

Rate for conductors of 80.36 cents per mile up to and including 100 miles, 72.59 cents per mile for miles in excess of 100 miles applies to all territories with the following exceptions:

	Mileage Rate up to and including 100 Miles <hr style="width: 100%; border: 0.5px solid black; margin: 0;"/> (cents)	Mileage Rate for miles in excess of 100 Miles <hr style="width: 100%; border: 0.5px solid black; margin: 0;"/> (cents)
Colorado Division: First, AV, Lamar, Las Animas, Garden City and Boise City Districts	80.62	72.85
Colorado Division: Denver, Pueblo and Canon City Districts	81.77	73.91
Colorado Division: Second and Fourth Districts	82.50	74.52
Colorado Division: Third District (See Appendix 49)	81.05	73.19
New Mexico Division	81.68	73.79

BRAKEMEN

DIVISIONS	Mileage Rate up to and including 100 miles <hr style="width: 100%; border: 0.5px solid black; margin: 0;"/> (cents)	Mileage Rate for miles in excess of 100 miles <hr style="width: 100%; border: 0.5px solid black; margin: 0;"/> (cents)
Illinois - (Original)	73.79	67.10
Missouri - (Former)	73.79	67.10
Eastern - (Original)	73.79	67.10
Southern Kansas - (Former)	73.79	67.10
Middle - (Original)	73.79	67.10
Oklahoma - (Former)	73.79	67.10
Panhandle - (Former)	73.79	67.10
Western - (Former)	73.79	67.10
Arkansas River - (Former)	74.06	67.37
Colorado - (Original)	75.12	68.39
Plains - (Original)	73.79	67.10
Pecos - (Former)	75.02	68.31
Rio Grande - (Former)	75.02	68.31
Slaton - (Original)	73.79	67.10

- a. Assigned local train crews will not have their pay reduced on account of National holidays and will not be required to run other than their assigned runs on such days, except in cases of emergency. In such cases, they will be paid therefor in addition to monthly pay. The holidays referred to being New Years, Fourth of July, Thanksgiving and Christmas.
- b. Article 9(a), (b), (c) and (d) will apply to crews paid under Article 3.
- c. Conductors and brakemen required to remain on duty thirty minutes or more with their trains after arriving at their final terminal station, will be paid as follows: If road overtime has commenced, no payment accrues under this paragraph, and road overtime shall be paid to final relief. If road overtime has not commenced, the payment shall be at the pro rata hourly rate up to the point where overtime begins and at an hourly rate of three-sixteenths of the daily rate thereafter, all on the minute basis. Payment for final terminal delay will stop when conductors and brakemen reach the designated off-duty point.

Note: It is agreed that payment will not be made under both this Paragraph (c) and Article 9(a) or (b), but whichever is the greater will be allowed.

- d. Local freight runs, switch runs, or tramp runs worked more than six (6) consecutive work days, will be considered regular and will then be bulletined under Article 23 for seniority choice of employees, and in event it is anticipated at the time run is put on, prior thereto, or before completion of the period specified above such run will be required for more than six (6) consecutive working days, it may be bulletined at that time.

APPLICATION OF ARTICLE 3

- 1. Assigned local and mixed crews making extra trip during lay over or out of terminal, shall be paid as though the crew performed no other service.
- 2. Side trips made during progress of regular trips not in connection with their run, will be paid for per paragraph (e-1), Article 6.
- 3. Running for water or fuel, or returning for cars which have been overlooked, and which belong to that train, shall be considered as part of the work for that train.
- 4. (a) Crews on branch runs and regular assigned locals will not be used on layover day or days, except in case of emergency, and will not be required to remain within calling limits on layover day or days, unless notified by special order; and if so held, and not used, will be allowed one day's pay for class of service to which assigned, but if used, will be paid at the rate for

class of service performed.

(b) Crews on branch runs and regular assigned locals having Sunday lay over will not be used on Sundays except in case of emergency, and will not be required to remain within calling limits on Sundays unless notified by special order; and if so held, and not used, will be allowed one day's pay for class of service to which assigned, but if used, will be paid at the rate for class of service performed.

5. Regular assigned crews paid on monthly basis shall receive full compensation except when held out of service because of track obstruction, provided that no claim shall be made by the Company for any amounts earned by working overtime or performing extra service for the purpose of making up the regular monthly allowance.

For Example: An employee works twenty days regularly, during which he makes six days overtime; by reason of track obstruction, he can render no more service that month; he gets 26 days. If the period of interruption is only 2 days instead of 6 days, he is allowed four additional days' work, or thirty days.

This ruling will apply only when crews are held at terminal, and will not be construed so as to conflict with Article 20. The Company maintains the position that it cannot undertake to guarantee uninterrupted employment and where by reason of conditions over which it has no control, tracks are obstructed and it is, therefore, impracticable to run trains, crews shall be held out of service and deductions made from monthly wage on a basis of time held out.

6. The mine runs on the Canon Branch to be paid local pay whether in chain gang or regular assigned, but not to be paid for days not used, except when regularly assigned. (See Appendix 27)

ARTICLE 4
WORK TRAIN SERVICE
RATES OF PAY AND RULES

Rate for conductors of 80.10 cents per mile up to and including 100 miles, 72.29 cents per mile for miles in excess of 100 miles applies on all territories with the following exception:

	Mileage Rate up to and including 100 Miles <hr style="width: 100%; border: 0.5px solid black; margin: 0;"/> (cents)	Mileage Rate for miles in excess of 100 Miles <hr style="width: 100%; border: 0.5px solid black; margin: 0;"/> (cents)
Colorado Division: Third, Denver, Pueblo and Canon City Districts	81.38	73.46
Colorado Division: Second and Fourth Districts	82.05	74.12
New Mexico Division	81.38	73.46

BRAKEMEN

DIVISIONS	Mileage Rate up to and including 100 miles <hr style="width: 100%; border: 0.5px solid black; margin: 0;"/> (cents)	Mileage Rate for miles in excess of 100 miles <hr style="width: 100%; border: 0.5px solid black; margin: 0;"/> (cents)
Illinois - (Original)	73.66	66.97
Missouri - (Former)	73.66	66.97
Eastern - (Original)	73.66	66.97
Southern Kansas - (Former)	73.66	66.97
Middle - (Original)	73.66	66.97
Oklahoma - (Former)	73.66	66.97
Panhandle - (Former)	73.66	66.97
Western - (Former)	73.66	66.97
Arkansas River - (Former)	73.66	66.97
Colorado - (Original)	74.90	68.11
New Mexico - 2nd District - (Former)	74.90	68.11
New Mexico - 1st-3rd District - (Former)	76.15	69.24
Rio Grande - (Former)	74.90	68.11
Plains - (Original)	73.66	66.97
Pecos - (Former)	74.90	68.11
Slaton - (Original)	73.66	66.97

- a. The working days per calendar month will constitute a month's work in assigned work train service.

- b. One hundred (100) miles or less, eight hours or less (straightaway or turnaround), will constitute a day. On runs of 100 miles or less, overtime will begin at the expiration of eight hours; on runs of over 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12. Overtime will be paid for on a minute basis at a rate per hour of three-sixteenths of the daily rate.
- c. Regularly assigned conductors and brakemen in work train service who are ready for service the entire month and who do not lay off of their own accord, will be guaranteed, exclusive of overtime, not less than one hundred (100) miles or eight hours, for each assigned working day, including legal holidays, i.e., New Year's, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas. They will not be required to protect other than work train service on such holidays except in cases of emergency. In such emergency cases they will be paid therefor in addition to daily guarantee. If, through Act of Providence, it is impossible to perform service for which assigned, guarantee does not apply.
- d. Conductors and brakemen in work train service for less than five consecutive days shall be considered in temporary work train service. Conductors and brakemen relieving assigned work conductors and brakemen will be paid on regular work train basis. Conductors and brakemen in temporary work train service will be paid not less than work train rates.
- e. Conductors and brakemen in assigned work train service will not have their pay reduced on account of their trains being annulled, but, when annulled on other than a holiday, they may be used in other service, it being understood that they will not be run out of terminal ahead of other crews that reach there in advance, except where it is necessary to get the work train to some point where work train service is needed.
- f. Work train service known to be for five (5) days or more shall be advertised and assigned to the senior employee bidding for same.
- g. Temporary work trains, or work trains under advertisement, will be manned by chain gang crews unless otherwise agreed to locally.
- h. Chain gang crews in temporary work train service will remain thereon unless they tie up at terminals, in which event the first in, first out rule will apply.
- i. Extra employees catching unassigned work trains out of the terminal will remain on same until work train is assigned unless tied up where extra board is maintained, in which case they will be marked up in their turn on the board.
- j. Conductors and brakemen called for work train service will be notified when called, if

such fact is known at time of call, whether or not they will be tied up away from home.

- k. Conductors and brakemen in temporary work train service not immediately run or deadheaded to terminal from intermediate point at completion of work service, will be paid continuous time until run or deadhead trip is started, unless rest is required under the Hours-of-Service Law.
- l. Crews in work train service will not be tied up where suitable accommodations for sleeping and eating are not available.
- m. At points where yard contract is in effect road work train crews may be used to perform work train service partially inside and partially outside switching limits, if such service is performed inside switching limits exclusively on main line tracks or TCS controlled auxiliary tracks. This will not prohibit road work train crews setting out and/or picking up cars on tracks within switching limits in the performance of such work in connection with their own train.

(See Appendix 52)

ARTICLE 5
THROUGH AND IRREGULAR FREIGHT SERVICE
RATES OF PAY

Rate for conductors of 79.80 cents per mile up to and including 100 miles, 72.03 cents per mile for miles in excess of 100 miles applies on all territories with the following exceptions:

	Mileage Rate up to and including 100 Miles (cents)	Mileage Rate for miles in excess of 100 Miles (cents)
Colorado Division: Third, Denver, Pueblo and Canon City Districts	80.49	72.63
Colorado Division: Second and Fourth Districts	81.94	73.96
New Mexico Division	80.79	72.90

BRAKEMEN

DIVISIONS	Mileage Rate up to and including 100 miles (cents)	Mileage Rate for miles in excess of 100 miles (cents)
Illinois - (Original)	73.33	66.64
Missouri - (Former)	73.33	66.64
Eastern - (Original)	73.33	66.64
Southern Kansas - (Former)	73.33	66.64
Middle - (Original)	73.33	66.64
Oklahoma - (Former)	73.33	66.64
Panhandle - (Former)	73.33	66.64
Western - (Former)	73.33	66.64
Arkansas River - (Former)	73.33	66.64
Colorado - (Original)	74.22	67.49
New Mexico - 1st District - (Former)	75.97	69.07
New Mexico - 2nd District - (Former)	74.22	67.49
New Mexico - 3rd District - (Former)	75.97	75.97
Rio Grande - (Former)	74.50	67.79
Pecos - (Former)	74.50	67.79
Plains - (Original)	73.33	66.64
Slaton - (Original)	73.33	66.64

ARTICLE 6
MINIMUM DAY AND OVERTIME

- a. In all classes of road freight service a conductor will be assigned to and in charge of each train operating over Santa Fe trackage.
- b. In all road service, except passenger service and circus trains, 100 miles or less, eight hours or less (straight-away or turn-around), shall constitute a day's work. Miles in excess of miles required for a minimum day will be paid for at the mileage rates provided.

- c. On runs of 100 miles or less overtime will begin at the expiration of 8 hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by 12. Overtime shall be paid for on the minute basis, at a rate per hour of three-sixteenths of the daily rate.

USING PART OF A CREW

1. When any portion of a regular freight crew is called to perform other service, the remaining portion of crew, unless used in other service, will be paid on the minute basis for the time so held after the expiration of sixteen hours from the time the other portion of crew is called for, at a rate per hour of $\frac{1}{12}$ of the daily rate until the expiration of the first twenty-four hour period. If held sixteen hours after the expiration of the first twenty-four hour period, they will be paid for the actual time so held during the next succeeding eight hours until the end of the second twenty-four hour period, and similarly for each twenty-four hour period thereafter.
- (See Appendix No. 48)

CREW HELD FOR REST

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

MORE THAN ONE CLASS OF ROAD SERVICE RULE

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

A. Payment:

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

time

required in the other class of road service.

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

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

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

- (a) An employee in through freight service on a run of 100 miles is on duty a spread of 8 hours, including 2 hours of another class of road service - Employee will be paid 100 miles or 8 hours at pro rata rate for the trip plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.
 - (b) An employee in through freight service on a run of 100 miles is on duty a spread of 9 hours, including 2 hours of another class of road service - Employee will be paid 100 miles or 8 hours at pro rata rate for the trip plus 1 hour at pro rata rate and 1 hour at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.
 - (c) An employee in through freight service on a run of 100 miles is on duty a spread of 10 hours, including 2 hours of another class of road service - Employee will be paid 100 miles or 8 hours at pro rata rate for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.
 - (d) An employee in through freight service on a run of 100 miles is on duty a spread of 12 hours, including 2 hours of another class of road service - Employee will be paid 100 miles or 8 hours at pro rata rate plus 2 hours at time and one-half for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.
 - (e) An employee in through freight service on a run of 150 miles is on duty a spread of 10 hours, including 2 hours of another class of road service - Employee will be paid 150 miles or 12 hours at pro rata rate for the trip, plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.
- B. This rule applies to:
- 1. Unassigned and/or assigned road service.

2. Another class of road service regardless of when notified, whether at time called, at the outset of, or during the tour of duty.
 3. Passenger service, except that helper or pusher service not a part of the regular passenger assignment, or wreck or work train service, should not be required except in emergencies.
- C. This rule does not involve the combining of road with yard service not modified or set aside:
1. Lap-back or side trip rules except when a combination of service includes work, wreck, helper or pusher service and such movements are made in the performance of work, wreck, helper or pusher service.
 2. Conversion rules.
 3. Terminal switching and/or special terminal allowance rules.

SIDE OR LAP BACK TRIPS

- e. Crews required to make side or lap-back trip under conditions other than set forth in Articles 6(d), (e-1), (e-2), (e-3), and 14(b), shall be paid 100 miles at the rate of the trip for each side or lap-back trip in addition to other earnings.

Exception: If because of an emergency due to a storm, washout, wreck or bridge burned, completely blocking the crew's route, and service in connection therewith is not required of crew requiring payment under Article 6(d), the miles for the side or lap-back trip will be added to the mileage of the regular trip and paid for on a continuous basis.

(See Appendix 70)

1. Side trips from an intermediate point which are not specifically designated in bulletin creating the assignment of runs under Articles 2 and 3 of the agreement are considered as extra trips and payment therefor is to be made independent of the assigned trip with a minimum of 100 miles at the rate of the service performed, deducting from the time and miles of the assigned trip, the time consumed making the side trip and the miles of the side trip.
2. Unassigned crews who are instructed prior to departure from initial terminals to make side trips are entitled only to the actual mileage of the side trip on a continuous time basis, but unassigned crews so instructed after leaving initial terminals are entitled to separate payment for the side trip, with a minimum of

miles therefor, deducting the time involved therein from the total time on duty for the purpose of calculating overtime.

3. The definition of side trips made in assigned and unassigned freight service on spur tracks shall be as follows:
- (1) A movement made to a location not in excess of two miles on a spur track, measured from lead-off switch of such spur track, shall not be considered as a side trip.
 - (2) Where a movement is made to a location in excess of two miles on a spur track, measured from lead-off switch of such spur track, such movement shall be considered as constituting a side trip.

In assigning or instructing crews to make side trips as defined herein:

- (a) Crews in assigned service will be paid mileage of the spur track or portion thereof specified in bulletin advertising the assignment, and
- (b) Crews in unassigned service will be paid mileage of the spur track or portion thereof over which they are instructed to move.

SHORT TRIPS IN CONNECTION WITH OWN TRAIN

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

CARS HANDLED SCALE

- g. Effective August 1, 1967, the basic daily rates of pay and effective September 25, 1967, the overmile rates of pay, respectively, for conductors and effective January 1, 1968, for brakemen and flagmen in road freight service receiving road rates of pay shall be increased as follows:

BASIS OF PAY

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

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

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

(From Article 1(a) of the National Agreement of May 26, 1955 as amended by National Agreement of August 25, 1967, (Conductors) and National Agreement of July 17, 1968 (Brakemen and Flagmen).

Article 6(g) is confined to conductors, brakemen and flagmen in road freight service receiving road rates of pay and to the maximum number of cars (including caboose) hauled in train in road movement at any one time on road trip anywhere between initial starting point and point of final release.

Although Article 6(g) is confined to road freight service, it was the intention that such Article 6(g) should be applied to all road crews receiving road freight rates of pay which haul cars in road movement, including work, wreck and construction crews when they are in road service and hauling cars in road movement. Article 6(g) does not apply to light engine service, pusher and helper service, self-propelled machines and other services or payments that have no direct connection with the movement of cars in road service.

(From Letter of Agreement of June 29, 1955 interpreting Article 1(a) of National Agreement of May 26, 1955). See Appendix 72 for Ten Packer Agreement.

TIME FOR EATING

- h. Train crews will be allowed a reasonable length of time for eating at convenient places, but will at all times notify the dispatcher.

ARTICLE 7 PILOT SERVICE

- a. Conductor-Pilots shall receive pay applicable to Division on which service is performed.
- b. 1. A conductor pilot shall be used on light engines operated out of district terminals.
2. The Railway Company reserves the right to use extra employees in the service in which conductor pilots shall be used as provided in Section 1 herein.
3. One conductor pilot may be used on two or more light engines coupled.
4. The time of conductor pilots used under the provisions of Section 1 herein shall begin at the time required to report for duty and will continue for eight hours and thereafter until released at the completion of the final trip except that such conductor pilots shall start a new day for pay purposes when used out of their home point after having been on duty eight hours computed from the time required to report for duty.

(See Appendices 24 and 48)

ELIMINATION OF DOUBLE-HEADER, HELPER, TONNAGE AND CAR LIMIT RULES

5. Effective as of the date of this Agreement all rules, regulations, interpretations and practices which restrict double-header or helper operations (commonly referred to as "double header" rules), or which limit the tonnage or the number of cars that may be handled in a train, are eliminated. This Article is not intended to disturb or abrogate rules dealing with compensation for service performed where such compensatory provisions are now a part of rules applicable to the use of more than one locomotive in freight trains.

(From Article V, August 25, 1967 National Agreement)

(See Article 21)

PILOTING SELF-PROPELLED MACHINES

c. Section 1. The following shall govern the manning of self-propelled vehicles or machines

by train service employees (conductors and brakemen) used in the maintenance, repair, construction or inspection work:

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

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

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

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

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

- (b) Yard Service (Not applicable)

Section 2. (Not applicable)

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

Section 4. Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds,

the

obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

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

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

ARTICLE 8
CONDUCTOR
ROAD SWITCHER SERVICE

- a. 1. Road switcher assignments may be established on a turnaround basis with a radius not exceeding twenty-five (25) miles from the terminal of the assignment;
mileage

of spur tracks connecting to tracks that are within the specified limits of a road switcher assignment will not be considered in arriving at the twenty-five (25) mile radius specified in this Item 1, but such spur tracks will be considered as a part of the assignment. The working days per calendar month constitute a month's work. National holidays; i.e., New Year's Day, Fourth of July, Thanksgiving and Christmas, are working days. On days crews are held at terminal or tie-up point and runs are annulled by reason of wreck, washout, bridges burned or washed out, blocking traffic, no payment will be allowed.

2. Road switcher assignments hereunder are limited to switchers that perform the greater part of their tour of duty in the performance of switching service.

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

Note 2: This Agreement does not prohibit turnaround assignments in road switcher service not provided for herein arrived at by mutual agreement between the carrier and the organization representative.

3. Conductors protecting assigned road switcher service may be run in, out of and through their regularly assigned terminals and/or district chain gang terminals without regard for first-in and first-out rule and/or rules defining completion of trips. Time to be computed continuously from time required to report for duty until released from duty at the tie-up point, except when tied up under Article 17 of the Schedule. Under this rule where crews are called for service, time will be computed from time required to report for duty; where required to show up without being called and not notified prior to going off duty on previous trip, time

will be computed from time assignment is advertised to go on duty. The payment of continuous time applies regardless of the nature, number or direction of the moves made during the tour of duty. Switcher assignments called ahead of assigned on-duty time will be allowed 100 miles at the rate for the class of service performed, but may be called later if notified as prescribed above.

run

4. Conductors will be paid miles actually run with a minimum of 100 miles. Miles in excess of 100 will be paid for as provided in Article 6(c) of the Schedule. Conductors required to go beyond limits of assignment will be allowed for each such move a minimum of 100 miles at the rate for the class of service performed. Time so consumed will be excluded in computing overtime worked on the regular assignment.
5. Assignment of conductors to road switcher service will be made by bulletining vacancies and new runs. Bulletining shall specify on-duty and tie-up point, limits of assignment, starting time and days of the week assignment will work. Service performed by conductors will be subject to the terms of this agreement only when assigned as a road switcher.
6. Rates to be paid conductors assigned to road switcher service are as follows:

Mileage Rate up to and including <u>100 miles</u> (cents)	Mileage Rate for miles in excess of <u>100 miles</u> (cents)	Special Mileage Rate for Assignments of 100 miles <u>or less</u> (cents)
85.99	77.78	88.51

(See Article 6(g) for car scale rates)

road

7. Conductors in irregular or assigned freight service and in local freight service performing one hour, forty-five minutes (1'45") or more station switching as defined by the local freight conversion rule within the limits of a road switcher assignment will convert to the road switcher rate of pay. This not to affect application of the local freight conversion rule when the road switcher rate is not paid. (See Appendix 11)
8. Conductors in road switcherservice will not be tied up where suitable accommodations for sleeping and eating are not available.
9. Article 9(a) and (b) of this Agreement is not to apply to brakemen assigned to switcher service.

BRAKEMEN
ROAD SWITCHER SERVICE

b. 1. Road switcher assignments may be established on a turnaround basis with a radius not exceeding twenty-five (25) miles from the terminal of the assignment, measured in actual main track rail miles, on either main or branch line in any direction from the on-duty or tie-up point.

2. Working days per calendar month constitute a month's work. Regularly assigned crews will not have their pay reduced because of National holidays and will not be required to run other than their assigned runs on such days, except in cases of emergency; however, such runs may be annulled because of track obstruction and no payment will be allowed for such days. The National holidays referred to being:

New Year's Day
Fourth of July
Thanksgiving
Christmas

3. Road switcher assignments hereunder are limited to switchers that perform the greater part of their tour of duty in the performance of switching service.

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

Note 2: This Agreement does not prohibit turnaround assignments in road switcher service not provided for herein arrived at by mutual agreement between the carrier and the organization representative.

4. Brakemen regularly assigned in road switcher service may be run in, out of and through their regularly assigned terminals and/or district chain gang terminals without regard for first-in and first-out rule and/or rules defining completion of trips, this also to apply to road switchers while under advertisement. This first sentence of Item (4) does not permit assigning road switchers to operate through a chain gang home terminal unless agreed to as provided for in Note (2) of Item (3). Time to be computed continuously from time required to report for duty until released from duty at the tie-up point except when tied up under Article 17 of the Schedule. Under this sentence where crews are called for service, time will be computed from time required to report for duty; where required to show up without being called and not notified prior to going off duty on previous trip, time will be computed from time assignment is advertised to go on duty. Switcher

but assignments may not be called ahead of assigned on-duty time without penalty, may be called later if notified as prescribed above. The payment of continuous time applies regardless of the nature, number or direction of the moves made during the tour of duty.

run 5. Brakemen will be paid miles actually run, with a minimum of 100 miles. Miles in excess of 100 will be paid for as provided in Article 6(c) of the Schedule.

6. Assignment of brakemen to road switcher service will be made by bulletining vacancies and new runs. Bulletins shall specify on-duty and tie-up point, limits of assignment, starting time and days of the week assignment will work. Service performed by brakemen will be subject to the terms of this Agreement only when assigned as a road switcher or the service is under advertisement as such.

in 7. Spur tracks, not in excess of two miles in length, the connections to which are within the specified limits of the road switcher assignment will be a part of the assignment. For the purpose of this agreement, spur tracks in excess of two miles in length will be considered as branch line tracks in determining limits specified Item (1).

8. Rates to be paid brakemen assigned to road switcher service are as follows:

Mileage Rate up to and including <u>100 miles</u> (cents)	Mileage Rate for miles in excess of <u>100 miles</u> (cents)	Special Mileage Rate for Assignments of 100 miles <u>or less</u> (cents)
80.49	73.29	83.00

(See Article 6(g) for car scale rates)

9. Brakemen in irregular or assigned freight service and in local freight (Article 3) service performing one hour, forty-five minutes (1'45") or more station switching as defined by the local freight conversion rule within the limits of a road switcher assignment will convert to the road switcher rate of pay. This not to affect application of the local freight conversion rule when the road switcher rate is not paid.

road 10. Article 9(a) and (b) of this Agreement is not to apply to brakemen assigned to road switcher service.

ARTICLE 9
SWITCHING AT TERMINALS

- a. Switching done at initial terminals where no switch engines are employed, will be paid for on the minute basis at the pro rata hourly rates, provided time of trip exceeds eight hours or mileage made exceeds one hundred. Time on road trip to be figured from time of departure. Switching done at final terminals where no switch engines are employed, will be paid for on the minute basis at pro rata hourly rates, provided time on the road trip exceeds eight hours or mileage made exceeds one hundred. If road overtime has not commenced, the payment shall be at the pro rata hourly rate up to the point where overtime begins and at an hourly rate of 3/16 of the daily rate thereafter, all on the minute basis.
- b. Switching and/or spotting stock cars for loading and/or unloading stock, when done at initial terminals where the May 7, 1937 Switching Agreement is not in effect, will be paid for on the minute basis at the pro rata hourly rate; and after eight hours at an hourly rate of 3/16 of the daily rate. Time of the road trip to be figured from time of departure. Switching and/or spotting stock cars for loading and/or unloading stock done at final terminals where the May 7, 1937 Switching Agreement is not in effect will be paid for on the minute basis, in addition to all other earnings of the trip at pro rata rate up to the time where overtime begins and at an hourly rate of 3/16 of the daily rate thereafter.

Note: It is agreed that payments will not be made under both Paragraphs (a) and (b), but whichever is the greater will be allowed.

(See Appendix 9)

LOADING OR UNLOADING STOCK

- c. Crews required to perform the actual labor of loading and/or unloading of stock to or from the car(s), will be allowed actual time on the minute basis, with a minimum of 1'30" at the rate of service performed on the road trip, including the car scale differential. The time to be paid for under this agreement is to include only the actual time consumed in unloading the stock from the car(s) and/or loading it into the car(s). The allowance as provided for in this paragraph is to be computed and paid for separately for each station at which stock is loaded and/or unloaded; such allowance to be paid for in addition to the allowance of the road trip. This payment should be made to all members of the train crew.

INITIAL TERMINAL DELAY - FREIGHT SERVICE

- d. Initial terminal delay shall be paid on a minute basis to employees in freight service for all

time in excess of seventy-five (75) minutes computed from the time of reporting for duty up to the time the train leaves the terminal at one-eighth (1/8) 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 will not apply to pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, circus train (paid special rates or allowances), road switcher (district runs), or to local freight or mixed service where switching is performed at initial terminal in accordance with the schedule rules.

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

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

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.

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.

(From Article 5 of National Agreements of May 23, 1952, and May 25, 1951.)

FINAL TERMINAL DELAY - FREIGHT SERVICE

- e. 1. Conductors, in road service except passenger and road switcher, required to remain on duty thirty (30) minutes or more with their trains after arriving at their final terminal station, will be paid as follows: If road overtime has commenced, no payment accrues under this paragraph and road overtime shall be paid to final relief. If road overtime has not commenced, the payment shall be at the pro rata hourly rate up to the point where overtime begins and at an hourly rate of three-sixteenths of the daily rate thereafter, all on the minute basis. Payment for final terminal delay will stop when conductors reach the designated off duty point.

Note: It is agreed that payments will not be made under both this paragraph (e-1) and Article 9(a) or (b), but whichever is the greater will be allowed.

In the application of this rule, unless otherwise agreed to, the point at which final terminal delay shall begin will be the switch used by trains in leaving the main line entering the yard at the final terminal.

2. Brakemen, in road service except passenger and road switcher, required to remain on duty thirty (30) minutes or more with their trains after arriving at their final terminal station, will be paid as follows: If road overtime has commenced, no payment accrues under this paragraph and road overtime shall be paid to final relief. If road overtime has not commenced, the payment shall be at the pro rata hourly rate up to the point where overtime begins and at an hourly rate of three-sixteenths of the daily rate thereafter, all on the minute basis. Payment for final terminal delay will stop when brakemen reach the designated off duty point.

Note: It is agreed that payments will not be made under both this paragraph (e-2) and Article 9(a) or (b), but whichever is the greater will be allowed.

HELD-AWAY-FROM-HOME TERMINAL

f. Employees in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of \sim of the daily rate paid them for the last service performed. If held sixteen hours after the expiration of the first twenty-four hour period from the time relieved, they will be paid for the actual time so held during the next succeeding eight hours, or until the end of the second twenty-four hour period, and similarly for each twenty-four hour period thereafter.

Should an employee be called for service or ordered to deadhead after pay begins, held away from home terminal shall cease at the time pay begins for such service or deadheading.

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

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

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

EXPENSES AWAY FROM HOME

g. Section 1. When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed

by

practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the carrier's expense or an equitable allowance in lieu thereof. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

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

Section 2. When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section 1) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$3.85.

Note: For the purposes of Section 1 and 2 of this Article 9(g), extra board employees shall be provided with lodgings and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

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

EXTRA EMPLOYEES

- a. Effective January 27, 1972, Article II (Expenses Away From Home) of the June 25, 1964 Agreement was amended to cover employees in train, engine or yard service called from the extra board or used in the capacity of an extra employee to fill vacancies at outlying points subject to the following additional conditions:
 1. The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.
 2. Lodging or allowances in lieu thereof where applicable will be provided only when extra employees are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.
- b. When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section 1) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$3.85, and an additional \$3.85 meal allowance will be provided after being held an additional 8 hours. (See Appendix 26)

(From Article II of National Agreement of June 25, 1964 as amended by National Agreements of January 27, 1972, August 25, 1978 and October 15, 1982.)

ARTICLE 10
SHORT TURNAROUNDS

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

ARTICLE 11
PAY FOR EXTRA TRIPS

Employees making extra trips in addition to regular assigned runs, will be paid extra therefor at the regular rate for the class of service except that they will be allowed the regular freight rate for handling passenger trains or passenger equipment unless making the round trip in place of regular assigned passenger employees.

ARTICLE 12
DEADHEADING

- a. 1. Employees deadheaded on orders will be paid miles or hours, whichever is greater,
at the rate of the service deadheaded to or from. If the deadhead trip under this rule is such that the trip must be paid for on a time-consumed basis, payment will be made at the pro rata hourly rate. If the actual mileage deadheaded is less than 100 and a service trip is not started within 24 hours from the starting time of the deadhead trip, 100 miles will be allowed for the deadhead. Deadheading not to be coupled with any other service.

Rail mileage will be allowed for the deadheading.
2. When an employee is authorized to use his own automobile for deadheading, he shall be allowed the same rate per mile generally allowed other employees for use of his private automobile for the highway mileage traveled, station to station. Payment for the deadhead trip will be allowed under paragraph (a-1).
- b. When employees are deadheaded to an intermediate point to protect unassigned service, they shall be under pay from time of arrival at such point.

- c. When employees are deadheaded to an outlying point to protect assigned service, they shall be under pay after sixteen (16) hours from time of arrival unless placed on duty prior to expiration of sixteen (16) hours.
- d. Conductors deadheading resulting from the exercise of seniority by bidding or bumping will not be paid for.
- e. Crews will go with their cabooses when cabooses are deadheaded; the first crew out will deadhead and second crew will run train. The deadhead crew will be first out on arrival at end of run. Deadhead crews picked up en route will be marked up in reverse order of that in which picked up, they will be so run provided they have sufficient time under the law.

Two crews to deadhead from terminal "A" to terminal "B"; the third crew out will run the train. Deadhead crew is picked up at an intermediate point. On arrival at terminal "B" the deadhead crew picked up at intermediate point will stand first out of terminal ahead of all three crews. Should deadhead crew be picked up at a second or third intermediate point, the deadhead crew picked up last will stand first out of terminal "B" ahead of all crews arriving at terminal "B" on that train and will be so run provided it has sufficient time under the law to warrant the company using it, which will be within the judgment of the chief dispatcher.

At terminal "A", should the third crew out, which stood to run the train, not have sufficient time under the Hours-of-Service Law, the second out crew will run the train with the third out crew deadheading, and crews will be marked up at terminal "B" in same relative position they held before being called at terminal "A". Should the trip be completed within the time the third crew out had to work, the third crew out will be paid a runaround.

- f. When train crews in freight service are deadheaded either between terminals or out of terminals, they will deadhead with their way cars when way cars are deadheaded, except where they are permitted to deadhead on passenger trains, in which event any payment accruing just prior to such deadhead will cease at the time of starting the deadhead trip, with the further understanding that the company will not be penalized or required to make any payment in excess of that which would accrue if the crew had deadheaded on their way car. The deadhead trip in any event to be paid for at freight rates the same as if the crew had deadheaded in their way car. Further, the arrival of the way car at the terminal will govern the standing of the crew.

Exception: If because of an emergency due to storm, washout, wreck or bridge burned, freight crews are deadheaded in any service without their cabooses, the crew on arrival at the terminal will be marked at the foot of the board.

When such crew becomes first out they will be operated in turn with an emergency caboose.

ARTICLE 13
PAY FOR ATTENDING COURT OR CORONER'S INQUEST

- a. Employees attending court, coroner's inquest, or giving depositions at request of an official of the Company will be paid at the same rates they would have been entitled to had they remained on their runs, with a minimum of 100 miles per day and their legitimate expenses if away from their home station. Extra men will be paid 100 miles per day, and in addition thereto, their legitimate expenses for such service.

EXAMPLE: An employee called upon for court service was running a regular car, in lieu of an employee who had been assigned to it, but who was on leave of absence. In view of this fact, it would not be proper that he should suffer loss of pay, but should receive miles made by the car from which he was taken up to the time of return of the regular employee, provided he continued in court service during such period. After that time he should receive remuneration at the rate of 100 miles per day. For instance: if he was attending court for two days and during that time car from which he was taken made 230 miles, he would be entitled to that amount. If the regular employee then resumes his duty on the third day and this employee was still in attendance at court, he should receive 100 miles per day for such service thereafter. (See Appendix 28)

ATTENDING COMPANY MEETINGS

- b. Employees instructed by the Carrier to attend a meeting or confer with Carrier Representatives while off duty, which requires an employee to leave his residence, will be paid actual time consumed in said meeting with a minimum of four (4) hours pro rata at the rate of last service performed. Employees required to attend such meetings or conferences at other than their terminal requiring deadhead will be paid deadhead, at the rate of last service performed, from their terminal to the meeting point and return, plus legitimate expenses. Attendance at rules classes and formal investigations is not covered by this rule.

ARTICLE 14
TONNAGE RATINGS

- a. Locomotive tonnage ratings will be established and published in bulletin books by Management; such published ratings to be subject to road test by actual operation if requested by organization representative who may be present if desired.

PAY FOR DOUBLING HILLS

- b. When crews are compelled to double hills they will be allowed the actual mileage doubled

with a minimum of twenty-five (25) miles. When required to double the hill as a result of

tonnage of the train exceeding the rating of the engine, one hundred (100) miles at the through freight rate will be allowed. Crews will not be required to double out of the initial terminal; if required to do so, they will be paid one hundred (100) miles in addition to all other earnings.

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

ARTICLE 15 CALLING CONDUCTORS AND BRAKEMEN

- a. Employees in pool freight and unassigned service, and extra employees, will be called first-in, first-out. Employees not called in proper turn will be allowed one basic day and remain in the same position they were prior to being run around. (See Appendix 37)

Except at points where otherwise specifically agreed to, customary calling time of one and one-half (1 ~) hours prior to the on-duty time will be recognized.

Main line employees will be called at Division or terminal stations by caller, who will be provided with a book showing time employees are called to report for duty. When called in person employees will acknowledge call by initialing call book.

Employees who live within a radius of one mile of the designated on-duty point and who do not have a telephone or whose telephone is out of order will be called in person by a caller. Other employees will be called by telephone except that those living beyond local telephone call area will make special arrangements for being called.

When a crew caller is unable to contact employees for service by telephone, he will have some other responsible person verify the call in writing.

EXTRA BOARDS CONDUCTORS

- b. 1. When business justifies a conductors' freight extra board will be established at district home freight terminals and conductors assigned thereto will run first-in and first-out in protecting vacancies in assigned and unassigned services. The rotating feature not to apply to outlying runs but conductors will protect only the vacancy for which deadheaded.

The number of conductors assigned to the freight conductors' extra board will be regulated by the Local Chairman of the UTU/C with the concurrence of the Superintendent or his representative.

Where freight conductors' extra boards are maintained, nothing in this agreement shall be construed to require the assignment of one conductor at all times.

Passenger conductors' extra boards can only be established by local negotiations.

2. A conductor assigned to the freight extra board who stands for an outside assignment and lays off, thereby avoiding protecting said assignment, will, when reporting for duty, be sent to protect the assignment from which he laid off provided it still exists. A conductor standing for an outside assignment who ties up for rest will be sent to the assignment when rested.

A conductor laying off within the 24-hour period prior to the time he would have been called to deadhead to an outside assignment will be considered laying off to avoid protecting such assignment.

A conductor who so lays off or ties up for rest will not be paid for deadheading to or from the outside assignment.

3. When necessary to reduce extra board the youngest conductor will first be reduced and so on in turn according to their seniority. When the extra board is increased, written applications on file for this service first will be considered in seniority order. If an insufficient number of written applications are on file, the senior emergency conductor(s) not having filed written notice that he does not desire conductor's work, as provided in *Paragraph F of the Single Seniority Agreement, will be assigned. (*See Appendix 15)

DECLARING FOR EXTRA BOARD

4. A conductor declaring for the freight extra board is to be placed at the foot of the board when he marks up, the youngest conductor being removed if it is necessary to reduce the board.

BRAKEMEN

5. Brakemen, assigned to an extra board, will be called on a first-in, first out basis. New extra boards will not be created except by mutual agreement.

On outlying runs brakemen will only protect the vacancy for which they are deadheaded.

EMERGENCY CONDUCTORS

- c. When there is no Conductors' extra board, or such extra board is depleted, the senior available emergency conductor will be used, as provided under Section F of the Single Seniority Agreement. (See Appendix 15)

Any available extra conductor shall displace an emergency conductor. The extra conductor will not be paid for deadheading in relieving the emergency conductor; however, the emergency conductor will be allowed deadhead pay back to the terminal.

When a brakeman is used off his assignment in the capacity of a conductor, he will be paid under the rules applicable to the class of service in which used as a conductor, but not less than he would have earned on his brakeman's assignment had he remained thereon; the intent being to make him whole so far as earnings are concerned.

When a brakeman is used under circumstances outlined above and returns to his home terminal after his regular assignment has departed, or when he has insufficient time under the Hours-of-Service Law to make the trip for which his regular assignment is called, the Carrier shall have the right to return him to his regular assignment. The brakeman thus relieved at the outlying point will be allowed the deadhead mileage to his home terminal.

PAY WHEN USED OFF ASSIGNMENT

- d. When a conductor is used off his assignment he will be paid under the rules applicable to the class of service on which used but not less than he would have earned on his conductor's assignment had he remained thereon, the intent being to make him whole so far as earnings are concerned.

DEADHEADING TO ASSIGNMENT AFTER LAYING OFF, ETC.

- e. When an employee resumes services after laying off or returning from vacation, illness or other voluntary absence, and his regular assignment is away from its home terminal and it is anticipated his assignment will not stand to be returned to the home terminal when next called, he may at his option deadhead without pay to his regular assignment at the away-from-home terminal or tie-up point. The employee thus relieved will be allowed the deadhead mileage back to the extra board point.

RUNNING FIRST-IN, FIRST-OUT

- f. Crews not assigned to regular runs will run first-in, first-out of terminals.
1. A crew in pool freight, in unassigned service or an extra conductor or brakeman called but not run in turn when called for the same service, for the same objective

terminal and over the same route, will be allowed one-third basic day, thirty-three miles, at the rate applicable to the service performed. (See Appendix 36)

- will
2. When the service for which called does not operate to the same objective terminal and over the same route, the time of call will govern and no runaround penalty accrue when he does not depart from the terminal in turn.

RUNAROUND EN ROUTE

3. In the event that crew in pool freight working in the same pool departs from the same initial terminal (either working or deadheading) and goes to the same objective terminal over the same route, is runaround on the road by a crew (either working or deadheading), crew so runaround will take its turn in the order in which it departed the initial terminal. In the event the crew so runaround has insufficient time to work under the Hours-of-Service Law from the distant terminal, crew will be run in accordance of arrival from the distant terminal and regain its original position upon its arrival at the home terminal. Crews which are runaround en route under the above shall, upon arrival at objective terminal, place notation on the register or otherwise notify crew clerk in writing, the crews which have run around them so that crew clerk may determine the order in which they are to be called. This is with the understanding that the Carrier will not be penalized where the information required in this paragraph is not put on register and/or given the crew clerk in writing, whichever is required at that terminal.

An employee who is deadheaded will be considered in the class of service for which deadheaded the same as though he was working regardless of the mode of transportation utilized.

Note: Employees at the distant terminal who are unable to be called in turn account unavailability under the Hours of Service Law will be handled the same as though they had been run around en route. (See Appendix 20)

ASSIGNED STARTING TIME

- g.
1. Employees, assigned to regular runs, except in passenger and road switcher service, will have an assigned starting time which shall be specified in the bulletin covering the assignment. If brought on duty in advance of the time specified in the bulletin, a minimum payment of 100 miles at the rate of the service performed will be allowed separate and apart from all earnings of the regular assignment. If notified in writing before going off duty on previous trip that a bulletin has been posted changing the starting time of the assignment, the assigned starting time will be considered as having been properly changed and no extra payment will be due

under this Article 15(g-1) or (g-2). Where the change in starting time is sufficient to require readvertising under the impairment rule (Article 23(d)) the run will be readvertised.

Note: This will not preclude carrier placing employees on duty as much as three hours (within the same calendar day) in advance of time specified in the assignment bulletin in cases where it is essential to advance livestock shipments or to assist or expedite restoration of service in case of an emergency such as storm, washout, wreck, or bridge burned, all within the limits of the crew's assignment. Penalty payment specified in this Article 15(g-1) will be waived in the above circumstances.

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

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

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

Note 3: This will not preclude carrier placing employees on duty as much as three hours (within the same calendar day) after the time specified in the bulletin assignment when it is necessary to hold for a connection having livestock for their assignment, or when an emergency, such as storm, washout, wreck, or bridge burned, all within the limits of the crew's assignment, makes it impractical to call the crew for its regular starting time as specified in the bulletin assignment. In such instances pay will start at the time crew is placed on duty, but not later than three hours after the time specified in the bulletin assignment.

REMAINING WITHIN CALLING LIMITS DURING LAYOVER

h. Employees on regular assigned runs will not be required to remain within calling limits

during their layover unless notified by special order. When so notified and not used, they will be paid one basic day at the rate of their assignment.

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

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

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

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

USE OF CONDUCTORS AND BRAKEMEN OFF SENIORITY DISTRICT

- j. 1. When employees assigned to one district or division are used in emergency on another district or division, they will accept the terminals and working conditions of the division or district on which used but will be relieved at the first opportunity and allowed not less than one minimum day at the rate of service performed. In returning to their home division or district they will be deadheaded or run light at the first opportunity. If run light they will be paid not less than a minimum day.
2. When conductors or brakemen are used as described in the preceding paragraph, in other than an emergency, the home district conductor or brakemen assigned to chain gang crew standing first out for the service will be allowed the actual mileage run by the borrowed conductor or brakemen or a minimum day, whichever is greater. This allowance will be made to the conductor or brakemen of the chain gang crew standing first out at the terminal that normally would have provided the crew, at the time the borrowed conductor or brakeman are required to report for duty, and conductor or brakemen receiving the allowance provided will not lose their standing on the board.
3. An emergency referred to in this Article 15(j) is an unforeseen occurrence such as storm, washout, wreck or bridge burned on the affected district or division.

4. It is understood that this Article 15(j) does not in any way affect the "Canadian Agreement" dated May 12, 1954.

ELIGIBLE FOR EXTRA SERVICE AFTER LAYING OFF

- k. Employees laying off of their own accord will not be considered eligible for extra service for twenty-four (24) hours after laying off when other employees are available. This rule not to be construed to prevent the Company from using such employees if their services are required.

ABOLISHING ASSIGNMENTS

- l. In road service regular assignments, other than passenger, shall be abolished at the home terminal of the assignment. When so abolished employees will be notified in writing not later than arrival of their assignment at the home terminal. Failing to comply with this rule, employees will be allowed a minimum day at the rate of the last service performed.

ARTICLE 16 CALLED AND NOT USED

- a. Employees called for duty and released after the time of going on duty but before road trip starts, shall be paid a minimum day at the rate of the service for which called and placed at the bottom of the board, regardless of whether actual service has or has not been performed. This does not prohibit the holding of such employees on duty and under pay on a continuous time basis to protect later trains, provided, this will not result in run around at the terminal.
- b. In cases where employees are released prior to leaving their calling place, no payment will be allowed; but when released after leaving their calling place and before going on duty will be allowed 50 miles at the rate of service for which called, and will maintain their standing on the board.

ARTICLE 17 TIE-UPS UNDER FEDERAL LAW

- a. Under the laws limiting hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time; and not then until within two hours of the time limit provided by the Federal Law, or State Law, if State Law governs.
- b. If road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their services will be paid for under the individual schedules of the different roads.

- c. When road crews are tied up between terminals under the law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal

any period off duty applicable to the crew; provided, the longest period of rest required by any member of the crew, either eight or ten hours, to be the period of rest for the entire crew.

- d. A continuous trip will cover movements straightaway or turn-around from initial point to destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.
- e. Road crews tied up under the law will be paid the time or mileage of their schedule from initial point to tie-up point. When such crews resume duty on a continuous trip, they will be paid miles or hours, whichever is the greater, from the tie-up point to the next tie-up point, or to the terminal. It is understood that this Article does not permit crews to be run through terminals unless such practice is permitted under the schedule.
- f. Road crews tied up for rest under the law, and then towed or deadheaded into terminal, with or without engine or caboose, will be paid therefor as per paragraph (e), the same as if they had run the train to such terminal.
- g. If a crew leaves a terminal with five hours of previous service to be computed in fixing their off duty period, under the law, and are tied up in less than 10 hours (based on current law) after leaving the terminal, for the purpose of the law, they will be paid under their schedule. The hours on duty refer to the time on this particular trip.
- h. If part of the crew has been in service sufficiently long to permit them to be tied up for the purpose of the law and remaining members of the crew have not been in service a sufficient length of time, all members of the crew will be paid under the schedule.
- i. If a crew tied up, on resumption of duty, continues to its destination terminal, but is assigned to another class of service - say from through freight to way freight - the crew will be paid as if a new trip had begun.

(See Appendices 46 and 47)

TYING UP FOR REST

- j. Employees who have accumulated eight (8) consecutive hours chargeable to the Hours of Service Law shall not be required to go into service when they need rest. If rest is needed they must report the fact to the proper authority when they register their arrival. Tie ups under this rule cannot be revoked and shall be for an exact number of hours, i.e., 8, 9 or 10, with 8 the minimum and 10 the maximum. This will not preclude the use of such employees in the absence of available conductors or brakemen. It is understood that employees calling for rest will not be called until 1'30" prior to expiration of requested rest. Following employees will have the right to runaround any employee tying up for

rest. (See Appendix 45)

- k. If two members call for rest, the entire crew shall be considered as having called for rest. If one member calls for rest and the other two do not, these two will retain their turn on the board, and if necessary to use the crew, an extra man will be called in place of the member who called for rest, who will remain at the point at which rest is called for, without compensation, unless used, until return of balance of crew.
- l. Crews tying up for rest of their own accord between terminals will be paid a continuous trip, minus the number of hours of rest asked for.

ARTICLE 18
BLOCKING TRAINS

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

If a train is not properly blocked at the terminal as outlined above, the road crew required to switch or set-out car or cars out of order will be paid for actual time consumed on a minute basis at pro rata yard rate with a minimum payment of 25 miles at the yard rate, separate and apart from all other earnings. Only one such payment of 25 miles or the accumulative time will be made during a tour of duty. This payment will not affect the propriety of allowing a similar payment to the subsequent crew required to set out improperly blocked cars from that particular train that was not properly blocked at the last terminal where yard engines are assigned and on duty.

Road crew will not be required to block cars en route for set-outs beyond their run. If required to do so, the road crew will be paid for actual time consumed on a minute basis at pro rata yard rate with a minimum payment of 25 miles at the yard rate or accumulative time, separate and apart from all other earnings. This payment to be made in addition to any payment allowed under the second paragraph of this rule.

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

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

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

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

ARTICLE 19
ASSIGNING CREWS TO THROUGH OR JOINT RUNS

- a. When crews run over more than one division the assignment of the crews to the through run will be made as nearly as practicable on the basis of mileage on each division.

INTERDIVISIONAL SERVICE, ETC.

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

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

Section 1. With respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended the carriers may proceed as follows:

- (a) A letter of intent setting forth the particulars of the service to be established will be served on the organization, provided that not more than 2 such letters of intent are permitted to be pending concurrently and that each letter of intent may involve no more than 3 separate proposed operations.
- (b) A meeting will be held within ten days of the date of the letter of intent, attended by representatives of the Railway Company and the General Committee or Committees, and a "Task Force" will be appointed for the purpose of meeting and discussing the details of operation of the runs specified in the carrier's letter of intent, and reach an agreement if possible. The Railway Company and the Chairman or General Chairmen may each designate representatives to serve on the "Task Force."
- (c) During a period of 30 days following the date of the letter of intent the Task Force will discuss the details of operation and working conditions of the proposed runs but if the parties are unable to agree, at the end of the 30-day period the run or runs will be operated on a trial basis until completion of the procedures referred to in paragraphs (e) and (f).
- (d) Subsequent to the 30-day period in which the operation is discussed by the Task Force, the assignments will be placed in effect and operated by the carrier on the basis of working conditions referred to in Section 3 for a test period of 60 days.

- (e) At the end of the 60-day test period referred to in paragraph (d) the parties will hold conferences for the purpose of negotiating an agreement to cover the operation of the interdivisional assignments.
- (f) If the parties have not reached agreement within 30 days following the 60-day test period, the matter will be submitted to the ranking labor relations office 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. Decisions of the Arbitration Board will be made within 180 days after the date of the letter of intent referred to in paragraph (a).

Section 2. With respect to runs which an individual carrier proposes to operate through a home terminal or home terminals of the run or runs it proposes to extend pursuant to this Article, the following procedures will be followed:

- (a) The carrier may serve notice of intent to establish a rule under which such runs may be established. Within 10 days of receipt of such notice by the organization, its authorized representatives and those of the carrier shall meet for the purpose of establishing conditions, consistent with the minimum requirements of Section 3 of this Article, to be included in such a rule. If agreement is not reached by those representatives within 90 days of the notice of intent, the matter will be referred to a Task Force for final and binding determination of such condition.

The Task Force shall consist of 1 member to be appointed by the management of the individual carrier, 1 member appointed by the organization and 1 neutral member to be appointed by the National Mediation Board. The decision of this Task Force prescribing the conditions under which such runs may be established consistent with the minimum requirements of Section 3 of this Article shall be made within 180 days of this notice of intent.

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

- (b) Upon establishment of the rule provided for in paragraph (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 ten days of the date of the letters of intent provided for herein the authorized representatives of the carrier and the organization will appoint a Task Force to discuss and agree upon the details of operation and working conditions of the proposed run or runs, but if the parties are unable to agree 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 3. Reasonable and practical conditions shall govern the establishment of the runs described above including but not limited to the following:

- (a) All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.
- (b) When crews are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crews.
- (c) Crews will be allowed a \$3.85 meal allowance after 4 hours at the away-from-home terminal and another \$3.85 allowance after being held an additional 8 hours.
- (d) In order to expedite the movement of interdivisional runs, crews on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than 100 miles, the carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than 100 miles are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1.50 for the trip.

Section 4. Interdivisional, interseniority district, intradivisional or intraseniority district service in effect on the date of this Agreement is not affected by this rule.

Section 5. The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional, interseniority district, intradivisional or intraseniority district service where restrictions did not exist prior to the date of this Agreement.

This Article shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date.

(From Article XII of National Agreement of January 27, 1972, see Appendix 60.)

FREE TRANSPORTATION IN CASE OF TRANSFER

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

ARTICLE 20 RELIEVING CREWS BETWEEN TERMINALS

- a. Crews will not be relieved between terminals, except in case of extraordinary delays, making it impossible to move trains. In such case a crew must be paid for the first eight hours after time required to report for duty before tie-up begins unless 100 miles or more have been made. The first eight hours of each 24 or portion thereof, to be the time for which payment is made. No payment will be made where train is tied up by reason of any portion of the train or engine crew calling for rest. (See Appendix 26)

HANDLING STOCK TRAINS

- b. Crews handling stock or empty stock trains may be tied up at points where stock is loaded or unloaded or the nearest point thereto where there are accommodations.
- c. If a crew is tied up waiting for stock over 24 hours, they will be paid thereafter the same as though tied up between terminals.

HANDLING CIRCUS TRAINS

- d. Crews handling circus trains that stop to exhibit will be paid 160 miles and overtime per Article 6, paragraph (c) after 12 hours and 48 minutes for each move, including loading and unloading of circus. If less than 12 hours and 48 minutes is used in the last move, actual time will be paid with a minimum of 100 miles. Crews used in other service during time circus is exhibiting shall be paid extra therefor according to the class of service performed. For handling circuses that do not exhibit between terminals, crews shall be paid under commercial rates.
- e. A crew leaving the terminal and stopping to exhibit on the division if held over Sunday to move a circus train on Monday, will be paid 100 miles in accordance with the first paragraph hereof.

HANDLING FARM DEMONSTRATION OR EDUCATIONAL TRAINS

- f. Crews handling farm demonstration or educational trains will be paid actual miles with a minimum of 160 miles at through freight rates, with overtime after 11 hours, 12 minutes for each move; it being understood that a move shall be considered as from starting point

to tie-up point, from tie-up point to the next tie-up point, and so on. If held at any point other than their home terminal they will be paid under the provisions of the "Held-away-from-home-terminal rule"; it being understood that the provisions of Paragraph (a) of this Article will not apply to crews in this service.

Crews catching a turn in this service may be continued thereon, except when tying up at their home terminal, until service is completed on their seniority territory without regard to the first-in, first-out rule.

ARTICLE 21 DOUBLE HEADERS

- a. First: With trains of over 40 cars, exclusive of cabooses, doubleheading is prohibited except as hereinafter stated:
 - 1. Doubleheaders may be run on any district provided the rating of largest engine handling the train is not exceeded.
 - 2. In case of an accident to an engine, consolidation may be effected with another train and consolidated train brought into terminal as a doubleheader, if practicable.

HELPERS

- b. Second: Necessary helpers will be used between the following points to maintain the tonnage intact over grades:
 - 1. Chillicothe to Edelstein.
 - 2. Rothville to Marceline.
 - 3. On Kansas City Belt Line.
 - 4. Florence to Walton and Newton to Walton.
 - 5. Winfield and Arkansas City.
 - 6. Cherryvale and Independence.
 - 7. Moline and Burden.
 - 8. Newton and Paxton, Kinsley and Dodge City.
 - 9. Denver to Colorado Springs.
 - 10. Trinidad and Raton.
 - 11. Lamy and Glorieta.
 - 12. San Marcial to Cutter.
 - 13. Rincon and Upham, Rincon and Nutt.
 - 14. Whitewater to Hurley.
 - 15. Belen and Mountainair.
 - 16. Roswell and Kenna Wye.
 - 17. Waynoka and Curtis.
 - 18. Canadian and Coburn.

ADDITIONAL HELPERS

- c. It is recognized that the exigencies of the business may require additional helper service to that provided for, in which event the matter shall be settled by negotiations between the management and committee, and provisions for pusher or helper service may be made by management and committee for pusher or helper engines on any district to maintain the tonnage intact over grades.

Note: Paragraphs (a), (b) and (c) not applicable to Conductors, Article V, August 25, 1967 National Agreement.

SWING BRAKEMEN

- d. Three brakemen will be used from Wootton to Raton, Lynn to Morley and Glorieta to Lamy on trains consisting of over 30 loaded cars or its equivalent, cabooses not to be counted. Eastbound trains consisting of over 30 loaded cars or its equivalent, when required to pick up cars at Morley, Starkville or Jansen, will have three brakemen.

Note: Effective May 10, 1968, the foregoing requirements are eliminated, except when necessary to provide job opportunity to road trainmen whose seniority antedates September 25, 1965. (From Agreement of May 10, 1968)

CAR LIMITATIONS

- e. Between Colorado Springs and Sedalia and between Glorieta and Domingo an arbitrary payment of 25 miles will be allowed when handling in excess of 50 loaded cars, or equivalent, exclusive of caboose.

Note: In the application of this Article 21(d) and (e) three empties shall be considered equivalent to two loaded cars.

ARTICLE 22 PROMOTION

- a. For every two brakemen promoted, one conductor may be hired or promoted from the ranks of brakemen regardless of age in the service. Any conductor so hired or promoted shall have had at least two years' experience on a surface railway as conductor and shall be required to pass such examination as the rules of the Company demand.
- b. The rights of promoted conductors as brakemen and the rights of brakemen shall date from the time they enter the continuous service of the Company as such. The rights of hired conductors as brakemen shall date from the time they enter the continuous service of the Company as conductors. The rights of a conductor or brakeman as a conductor shall

date from the date of his promotion, except that when a brakeman is prevented from taking examination in his turn by reason of the requirements of the Company's service, by sickness, or by other proper leave of absence, he shall, upon his return, be immediately called and required to take examination and if he then passes shall hold the same relative standing on the conductor's seniority roster as he held on the brakemen's roster. The preceding sentence not to interfere with the proper placing of hired conductors or those promoted regardless of age in the service as provided for in paragraph (a) of this Article.

- c. 1. Except as provided in paragraph (b) of this Article 22, in line of promotion to conductor, brakemen may be promoted to conductor according to brakemen's seniority on their respective division, provided they have worked as brakemen in freight service on such division in each of twenty-four calendar months, not necessarily consecutive. Brakemen will be required to take such examinations for promotion to conductor as the rules of the Company require and will not be permitted to waive their rights to promotion in their turn.
2. Brakemen will be required to take examination for promotion to conductor after completion of service as brakeman in each of forty-eight calendar months, of which service in not less than each of twenty-four calendar months, not necessarily consecutive, shall be as a freight brakeman. Regular examination classes shall be held in April and October. Brakemen who stand for promotion will be so notified not less than sixty (60) days prior to holding of promotion class.
- (a) Brakemen, who have not completed forty-eight calendar months as set forth in Article 22(c-1) and (c-2), failing on first attempt but satisfactorily passing on second attempt, will not have any reduction in their seniority. Those failing on second attempt will not be suspended or given any further examinations until completion of the forty-eight months' period as defined in Article 22. Upon completion of this period, the brakeman will then be subject to his first attempt, the same as though no previous attempts have been made. He will, after completion of the forty-eight months' period as defined, be subject to the terms of Article 22.
3. Failing in first examination, under either Section (b), (c-1) or (c-2) of this Article 22, brakemen will lose their conductor's seniority standing, but again will be examined in the next promotion class held. If pass second examination brakemen will assume conductor's seniority standing as of that date. A non prior rights employee who fails to satisfactorily pass the required examinations on second attempt will be suspended. At the expiration of an additional 90-days, arrangements will be made to schedule the suspended employee for another opportunity to satisfactorily pass a required written examination. If the employee fails on this attempt, the suspension will remain in effect and after an additional

90-day period, a final written attempt will be scheduled. Failure on this final attempt shall automatically terminate the employee's service with the Company.

If

for valid reason the employee, while suspended, is unable to be present for a scheduled examination, the parties will mutually agree the absence will not be considered as one of the final two opportunities provided herein; it being the employee's responsibility to make these arrangements prior to the time and date of the scheduled examination. (See Appendix 75, Addendum No. 1.)

A prior rights yard employee who fails to satisfactorily pass the required examinations on second attempt will have his road seniority suspended. At the expiration of an additional 90 days, arrangements will be made to schedule the prior rights yard employee for another opportunity to satisfactorily pass a required written examination. If the employee fails on this attempt, the suspension of his road seniority will remain in effect and after an additional 90-day period, a final written attempt will be scheduled. Failure on this final attempt shall

automatically

terminate the employee's road seniority and the employee will retain only his yard seniority. If for valid reason the employee, while his road seniority is suspended,

is

unable to be present for a scheduled examination, the parties will mutually agree the absence will not be considered as one of the final two opportunities provided herein; it being the employee's responsibility to make these arrangements prior to the time and date of the scheduled examination. As to a brakeman covered by Section (b) of this Article, who fails on the first attempt at promotion, but passes on the second attempt, his date as conductor shall be the same as it would have been had he not been absent. (From Memorandum of Agreement dated

November

11, 1977.)

4. Conductors hired as such under this Article 22, who thereupon also establish seniority as brakemen the same date, will retain the same relative seniority

standing

as conductors as they obtain as brakemen. In other words, such employee, who is senior in brakemen seniority to the hired conductor, will establish a seniority date as conductor ahead of the hired conductor, under Article 22(c) of this Agreement, provided they pass promotion on first attempt in accordance with the provisions

of

the rule. (From Understanding dated November 12, 1980.)

- d. When conductors are hired or promoted bulletin will be posted showing their standing on the conductors' seniority list. If no written protest is made to the Trainmaster within sixty (60) days thereafter by the employees involved the standing as shown will be permanently established.

- e. No conductor will be permitted to perform service as a brakeman so long as his services are required as a conductor, either regular or extra. This not to prevent giving consideration to individual cases of physical disability. (See Appendix 15)

Note: This paragraph (e) is not active during the life of the Single Seniority Agreement.

- f. 1. Yardmen will have no rights to move from yard service to road service as a conductor; and road conductors will have no rights to move from road service to yard service.

Note: It is understood that the ebb and flow between brakemen's service and conductors' service shall be between the conductors' roster and brakemen's roster.

- 2. Except as provided in Dual Seniority Agreement, yardmen shall have no seniority rights in road service and road brakemen shall have no seniority rights in yard service.
- g. Employees appointed to official positions will retain their seniority rights.
- h. Employees on lines acquired by this Company by purchase or lease shall retain their seniority rights as heretofore on the road purchased or leased and their seniority on the parent line will date from the date line is acquired.
- i. When it becomes necessary to readjust the service on the acquired line the trains and runs shall be manned by employees of the respective lines in proportion as nearly as practicable to the mileage run on the territory of each. This rule not to be retroactive.

ADJUSTING CHAIN GANG

- j. As nearly as possible the number of conductors (crews) in chain gang freight service will be adjusted so as to enable them to make between 3500 and 4000 miles per month, and the Local Chairman and Superintendent or their representatives will cooperate to that end;
Carrier to furnish check of miles upon request of the local chairman.
- k. In reducing chain gang cars the youngest conductor in point of seniority will be taken off.
- l. In reducing chain gang cars the youngest brakemen in point of seniority will be taken off and brakemen left unplaced re-arranged accordingly; such brakemen to have choice of vacancies so created according to seniority.

Note: It is understood under this rule the turn represented by the youngest conductor in point of seniority will be taken off.

ARTICLE 23
BULLETINING ASSIGNMENTS

- a. All vacancies or new runs will be immediately bulletined or individuals notified by letter or telegram at least four (4) days but not to exceed seven (7) days prior to assignment, but if the senior man makes application he will be assigned and the bulletins and notices withdrawn. Bulletin must state exact hour and date bids close and no bids received after such hour and date will be considered. All bids must be in writing. Assignments will be made promptly following close of bulletin. (See Appendix 42)

Advertisement bulletins will state the class of service, designated starting time, the number of trips to be made and between what points, the days the run will operate and the terminals. This rule will not apply to road switchers nor to work trains. Work trains will be advertised to meet the provisions of Article 4. (See Appendix 43)

- b. Senior employees will have the first right to enter vacant runs, subject only to the Company's privilege of rejection on account of unfitness.
- c. The assignment of employees to regular runs will be made according to age on their respective districts, or divisions, and employees who are in line of promotion will be notified; vacancies or change of runs will open them for assignment.

IMPAIRMENT OF ASSIGNMENTS

- d. When any of the following changes occur:

Change in terminal,
Change in limits of assignment,
Change in arriving or leaving time of five hours or more, or
Change in pay of \$5.00 or more per month because of a change in miles of the assignment

on any individual run, the run will be considered as being impaired and open for bids. In the event of a reduction in the train crew consist, the conductor on such run may request that his assignment be advertised. This rule not to be retroactive or to apply to horizontal change in wages. An employee whose run is impaired under this rule will be privileged to displace the junior employee in any other assignment, seniority permitting, on completion of last trip he can make on his assignment prior to date bids close on the changed assignment. (See Appendix 13)

Employees not bidding for their own runs which are impaired and advertised will not be allowed to displace a junior who has bid in that assignment on that advertisement except as provided in Appendix No. 42.

DISPLACEMENT RIGHTS

- e. If a senior employee declines a run and it is occupied by a junior, such junior may continue to hold the position until the senior who refuses is displaced or his run is impaired under Paragraph (d) of this Article.
- f. 1. An assigned employee displaced through reduction of crews or cancellation of assignment may displace the junior employee in any assignment, seniority permitting, on completion of last trip he can make prior to effective date of cancellation of his assignment. When a difference exists as between the various runs of the assignment, due to fixed layover days, he shall displace the junior employee on the run chosen, seniority permitting. A conductor or brakeman voluntarily giving up a regularly assigned run may displace the youngest employee in chain gang service, seniority permitting, or take his place on the extra board. (See Appendix 19)
2. In the application of Paragraph (f-1) of this Article a conductor or brakeman bidding in or bumping on a regular assignment will be required to make at least one trip on the assignment to establish himself in that service, before he will be permitted to displace in chain gang service or place himself on the extra board.
- g. An employee assigned to a pool or set of runs, either freight or passenger, where all crews operate under the same service conditions and do not have specified layover days, shall not be permitted to bid from one car or crew to another car or crew in the same assignment.
- h. All new service or assignments will be manned by extra employees during period of advertisement when extra employees and extra equipment are available; old runs or assignments impaired under provisions of this Article governing, will be manned during period of advertisement by employees who were assigned prior to impairment. This rule not to be construed as conflicting with the provisions of Article 4.
- i. When a new run is created in freight service, employees protecting such run during period of advertisement shall be paid the same rate and on the same basis as will apply after the assignment.
- j. 1. Conductors displaced by seniority rules, impairment or cancellation of assignment shall declare for re-assignment or lay off. They shall not be permitted to declare for re-assignment until ready to resume duty.
2. Brakemen having seniority displacing rights shall declare for reassignment at the time of reporting as available for service and such declaration will establish their

assignment to the run chosen. When so reporting they will be marked up for the run and will be required to take the run unless their service is otherwise required under the rules or they are permitted to lay off due to sickness or injury.

A brakeman displaced under the first paragraph of this Section (j-2) will not be held on the assignment pending actual physical displacement.

- k. A conductor released or displaced from an outside point may report for service on his arrival at the home terminal. This rule not applicable to a conductor assigned to a crew.

BID BUMP

- l. Conductors or brakemen entitled to seniority displacement will be permitted to bump on assignments under advertisement. When this displacement right is exercised it will be verified in writing and will be considered as a bid. (See Appendix 13)

Note: An employee on an assignment, or in a pool, which is impaired or to be abolished and who exercises his seniority after completing the last trip he can make on the old assignment, as set forth in Sections (d) and (f-1) of this Article, will not be permitted to displace the junior man in the same assignment or pool.

REGULATION OF BRAKEMEN'S EXTRA BOARD

- m. 1. The brakemen's extra board will be regulated to provide an average of between 1000 and 1200 miles each ten (10) days, by the Local Chairman of the UTU/T and the trainmaster, or their representatives, on the 1st, 11th and 21st of each month, which are the only dates brakemen will be added to, or reduced from, the extra board. (See Appendix No. 75, Addendum No. 4)
- 2. When the average exceeds 1200 miles in a checking period, the extra board will be increased to bring the average as close to 1100 miles as possible. When the average is less than 1000 miles in a checking period, the extra board will be reduced to bring the average as close to 1100 miles as possible. Neither the maximum of 1200 miles nor the minimum of 1000 miles will constitute a guarantee for pay purposes.
- 3. Each ten (10) days will be considered as a checking period, except in a 31-day month, and during the month of February. The 31st day of any month will be omitted from the mileage count, the on-duty time to govern the day to which the mileage is chargeable in all instances. The last checking period in February will be calculated on the basis of a minimum of 100 miles and a maximum of 120 miles for

each day. (See Appendix No. 75, Addendum No. 4)

- of
4. All mileage made by extra board brakemen in all classes of service as well as the mileage made by a regularly assigned brakeman when used off his regular assignment to protect brakeman vacancies, and mileage which would have been incurred by an unfilled blankable vacancy at a time a protected brakeman is off-in-force involuntarily on that seniority district, will be counted in determining the average mileage. In determining the average mileage, chargeable to the extra board, it will be all miles paid for less arbitraries, i.e., miles run with a minimum 100, overtime and deadhead, passenger miles to be equivalent freight miles.
 5. Extra brakemen will be required to correctly register all miles upon arrival at their home terminal, or home terminal of the assignment being protected. Such brakemen will not be considered available for service until they have correctly registered their miles and the Company shall not be penalized for runarounds or other claims by reason of failure to call such brakemen for service.
 6. Reduction in force will be made in seniority order beginning with the junior brakeman on the extra board. Brakemen off-in-force reduction will be recalled to the extra board in seniority order, beginning with the senior employee, and will retain their original seniority date and standing provided they report for duty within thirty (30) days from (a) date such notice is received as evidenced by return register receipt, or (b) letter is returned unclaimed to employing officer, in which latter event the date as shown on sending party's receipt affixed by Post Office will establish date from which the 30-day period will run.
 7. The brakemen's freight extra board will be regulated in accordance with the foregoing. If this results in cutting off an extra brakeman protecting an outlying assignment, he will be relieved by an available brakeman, in accordance with the terms of the Crew Consist Agreement, without deadhead payment, the cut-off brakeman to return without payment of deadhead. In other words, the Company is to assume no additional deadhead expense as result of this Agreement. When the cut-off brakeman is en route to the away-from-home terminal of the assignment, he will not be relieved until his return to the home terminal of the outlying assignment.
 8. Brakemen off-in-force reduction will be required to keep the trainmaster currently informed of their address and telephone number and any subsequent change, by certified letter with copy to the Local Chairman of the United Transportation Union (T).
 9. Failure to report for duty within thirty (30) days from date of notification will result in automatic forfeiture of their seniority.

10. Protected employees involuntarily furloughed who desire to be used for vacancies when the extra board is exhausted will be furnished a form by Carrier to indicate

whether they wish to be called for such service. If, after indicating in writing a desire to be called, the employee refuses a call for service, such employee will not be available for further call on that calendar day.

11. If an extra board brakeman is cut off, as result of reducing the extra board, that brakeman will have an exercise of seniority in accordance with the Crew Consist Agreement and other applicable rules of the current Brakemen's Agreement.

TEMPORARY VACANCIES CONDUCTORS

- n. 1. Temporary vacancies in all classes of service (except passenger or chain gang) of thirty (30) days or more will be advertised and assigned to the oldest conductor bidding for same who will hold it until displaced under seniority rules, or by the regular employee returning to duty. If so displaced he will have full displacement rights, except he will not be allowed to displace the regular employee returning to duty. (See Appendix 68)
2. A leave of absence of thirty (30) days or more will constitute a temporary vacancy under this rule but will not prevent a conductor on leave from returning at any time prior to expiration of leave of absence.
3. The provisions of this Paragraph (n) will apply to temporary chain gang vacancies of 30 days or more but assignment will be made as in the past and in the manner provided by Paragraph (b) of Article 23. (See Appendix 50)
4. During the time the conductor is occupying such temporary vacancy he may bid for another assignment.
5. The regular employee returning to duty from a leave of absence will be permitted to return to the assignment formerly held which created the temporary vacancy or, seniority permitting, he may displace on an assignment that has been advertised during his absence. (See Appendix 42)
6. This paragraph (n) to apply unless a local agreement provides otherwise.

BRAKEMEN

- o. 1. A temporary freight vacancy will be advertised upon the expiration of thirty days and the oldest brakeman bidding for same will be assigned and may hold it until displaced under seniority rules, or by the regular man returning to duty. The provisions of this rule will apply in filling temporary vacancies for brakemen in passenger service.

2. That portion of paragraph (o-1) reading, "or by the regular man returning to duty," shall be interpreted to mean that the regular man returning to duty will be permitted to go back on the assignment or chain gang car held at the time he left the assignment, creating the temporary vacancy, unless an assignment had been advertised during his absence which he may desire.
3. Men bidding in temporary vacancy and displaced by regular man returning to duty or seniority rules will exercise his seniority; except he will not be allowed to displace the regular man returning to position for which temporary vacancy was created. (See Appendix 68)

ARTICLE 24 RECORDS

Local Chairman or Acting Local Chairman will be allowed to review records of crew clerks upon request.

PERSONAL RECORDS

A transcript of record of employees is to be maintained in the Superintendent's office and all charges against the record of employees must be correctly noted thereon, and will be open to inspection by the individual employee or his representative when authorized in writing. Employees shall be notified of any charges against their record.

ARTICLE 25 INVESTIGATIONS AND DISCIPLINE

- a. 1. A conductor shall not be dismissed from the service of the Company or otherwise disciplined without a formal investigation unless such conductor shall accept discipline by record in writing and waive formal investigation. A conductor may be suspended pending formal investigation in cases of serious misconduct.

Investigations will be held promptly, but in any event not later than thirty (30) days from the date the Carrier has knowledge of the incident to be investigated, except when the conductor, his representative or a material witness is unable to attend the investigation because of sickness or injury or the conductor involved is in custody; the investigation may be deferred until such time as the conductor, his representative or the material witness is able to attend.

In cases involving theft or immoral conduct, the time limit provisions of this Article will not apply.

2. A brakeman shall not be dismissed from the service of the Company or otherwise disciplined without a formal investigation unless such brakeman shall accept discipline by record in writing and waive formal investigation.

Investigations will be held promptly but in any event not later than thirty (30) days from the date of occurrence of the incident to be investigated, except when the brakeman, his representative or a material witness is unable to attend an investigation because of sickness or injury or the principal is in custody, the investigation may be deferred until such time as the brakeman, his representative or material witness is able to attend the investigation.

In cases involving theft or immoral conduct, the time limit provisions of this Article will not apply; however, the most recent case, coming to Management's attention, will form the charge for the investigation.

Pending formal investigation, a brakeman may be suspended in instances when, if permitted to work, it is apparent that he would be a hazard to himself or his fellow employees.

- b.
 1. The investigation shall be conducted by an official of the Company, and the conductor whose case is to be investigated may be represented at such investigation by one or more employees of his choice, only one of whom may interrogate witnesses.

The conductor or his representative will be furnished a copy of the notes of the investigation.

2. The investigation shall be conducted by an official of the Company, and the brakeman whose case is to be investigated may be assisted at such investigation by one or more employees of his choice, only one of whom may interrogate witnesses.

- c.
 1. If any witness remains present at any investigation, any other witness or witnesses desiring to do so may also remain present. No one except Company officials, representatives of employees under investigation, and representatives of the Interstate Commerce Commission or state railroad commissions or state corporation commissions will be permitted to interrogate any conductor involved or any witness or otherwise take part in the investigation.
 2. Prior to the investigation the brakeman or brakemen involved will be notified of the charges or of the case to be investigated sufficiently in advance of the time set for investigation to allow reasonable opportunity to secure the presence of

necessary witnesses and representatives. In fixing hours at which investigation shall be held, due consideration of the need for rest by brakemen will be given by the Company's officers.

- d.
 - 1. Prior to the investigation, the conductor or conductors involved will be notified of the charges or of the case to be investigated sufficiently in advance of the time and date set for the investigation to allow reasonable opportunity to secure the presence of necessary witnesses and representatives. In fixing hours at which time investigation is to be held, due consideration with a need for rest by conductors will be given by the Company's officers.
 - 2. Unless otherwise agreed to, all brakemen involved in an investigation shall be present thereat. All witnesses shall, after giving testimony, remain during the continuance of the investigation, unless excused. No one except Company officials, representatives of employees under investigation, and representatives of the Interstate Commerce Commission or state railroad commissions or state corporation commissions will be permitted to interrogate any brakeman involved or any witness or otherwise take part in the investigation.
- e. Formal investigation(s) will not be scheduled account of a personal injury(s) of an employee(s) unless the Carrier's normal preliminary investigation develops a substantial reason to believe that a violation of a specific operating or safety rule may have occurred which caused such injury. Discipline will not be assessed unless the Carrier proves at the investigation a clear violation of a specific rule by the individual. This does not modify or abrogate the employee's right to accept discipline by record in writing and waive formal investigation.
- f. An employee disciplined as a result of formal investigation shall be informed of that fact within thirty (30) days after the investigation is completed, unless a longer time limit is mutually agreed to in specific cases.
- g. If the decision rendered by the Company is not satisfactory, the right of appeal from local to general officers will be duly recognized and shall be governed by the Time Limit Rule covering discipline. (See Appendix 41)
- h. If the final decision decrees that the charges against the employee(s) were not sustained, the record shall be cleared of the charges; if the final decision decrees that the employee(s) was unjustly dismissed after the investigation, he shall be reinstated and paid for all time lost.
- i. No employee dismissed from the service shall be reinstated after being out of service six (6) months from the date of dismissal unless such action has the concurrence of the UTU/C/T.

- j. The following is agreed to as a principle to govern for employees required to attend formal investigations by the Company:
- k. Except as provided in Section (n) hereof, employees disciplined shall not be compensated for attending investigations unless discipline is found to be unjust and cancelled.
- l. Employees not disciplined, and who are required by the Company to deadhead to or from the point where an investigation is held, will be compensated for loss of earnings or for deadheading, whichever is the greater.
- m. Employees who attend investigations at the request of the Company and not disciplined and who suffer no loss in earnings as a result of such attendance, will be paid on the minute basis at one-eighth (1/8th) of the daily rate applicable to the last service performed, for the actual time required to be in attendance at the investigation, the time to be computed from the time required to report for the investigation until released therefrom with a minimum of three (3) hours.
- n. Employees disciplined by reprimand or demerit marks only, and who are required to deadhead to or from the place where the investigation is held, shall be compensated for the actual miles so deadheaded at the applicable deadhead rate.
- o. Loss of earnings as provided in Section (l) shall be determined on the following bases for employees covered by this agreement:
- p. If assigned to regular runs, lost earnings shall be the earnings of their assignment on days not permitted to work thereon.
- q. When all members of a chain gang or pool crew are required to attend a formal investigation, and their turn becomes first out and is due to depart while they are not available, the crew shall be marked at the bottom of the board and the following crew used. If the crew held for investigation becomes available and is called for service before the crew used in its stead returns, lost earnings shall be the equivalent of the payment for the initial one-way trip made by the substitute crew; if the substitute crew returns to the terminal before the crew held for the investigation has been called for service, lost earnings shall be equivalent to the earnings of the substitute crew.
- r. If only one or two members of a chain gang or pool crew are required to attend a formal investigation, and the turn is ordered, it will be run in its turn; members of the crew held shall be paid the earnings of the turn.
- s. Employees assigned to the extra board, required to attend a formal investigation and who become first out during the time they are held for the investigation, shall be marked at the foot of the extra board and paid a minimum day at the freight or passenger rate according

to whether assigned to freight or passenger extra board, for each calendar day or portion thereof held for investigation.

- t. Brakemen eligible for emergency service in higher grades shall not be available therefor while attending investigations or awaiting return of their turn, and lost earnings shall be calculated solely as provided herein.

ARTICLE 26
RIGHT OF APPEAL WITHIN 60 DAYS

Any employee believing himself improperly treated under these rules and regulations shall have the right to appeal to the designated succeeding higher officers of the Company. Grievances to be considered must be presented within sixty (60) days of occurrence.

ARTICLE 27
LEAVE OF ABSENCE; SERVICE LETTERS; APPLICATIONS

- a. 1. Other than as covered in the second paragraph of this Article 27(a), leave of absence will not be granted for more than ninety days except in case of sickness or injury the Carrier will, upon written request supported by doctor's recommendation, grant employee leave of absence and extend such leave until employee is released by doctor. (See Appendix 40)

Employees accepting an elective or appointive position with a State Commission or the Interstate Commerce Commission or engaging in U.T.U. Committee or Legislative work including Local, General or Grand Division offices, will, upon request, describing the nature of their work, be granted a leave of absence by letter for period so employed, including a 30-day separation period prior and subsequent to duration of assignment.

It is further agreed, subject to approval of the General Chairman and the General Manager, the same privilege will be granted to employees elected to City, County, State and Federal offices.

It is mutually understood that, for record purposes, after leave of absence has been granted by letter as set forth in the foregoing, regular leave of absence form will be provided by the Carrier and signed by the employee.

- 2. (A) Subject to the approval of the parties, an employee having at least three (3) years seniority, will be granted an educational leave of absence for a specific school term, not to exceed one year per request. Said leave must be to attend a school that is a recognized institution of higher learning

(university, college, junior college, nursing or technical school offering college credit).

- (B) Recipient of educational leave of absence is obligated to attend the school named in the application and to maintain his good standing with United Transportation Union, as uniformly required, for the duration of the leave.
- (C) If the recipient wishes to mark up and work before his leave is due to expire, he may do so; however, this will terminate his leave and he shall not be granted another educational leave of absence for a period of ninety (90) days from termination of leave and subsequent educational leave would be subject to the provisions of paragraph (A) hereof.
- (D) An employee, having the seniority required in paragraph (A) above, cut off in force reduction and having enrolled with or attending a recognized school, as set forth in paragraph (A) hereof, shall, upon recall, be granted a leave for the remainder of paid school term, if requested.
- b. When employees leave the service of the Company of their own accord, they shall not be reinstated.
- c. 1. When conductors leave the service of the Company they shall be given letters stating time of their service, in what capacity employed, and cause for leaving the service, except when such letters would subject the Company to legal prosecution. Said letters are to be given at the time of leaving service, and shall be signed and stamped by the Division Superintendent.
2. When brakemen leave the service of the Company they shall be given letter stating time of their service, in what capacity employed, and cause for leaving the service. Such letter is to be given at the time of leaving service, and shall be signed and stamped by the Division Superintendent, and service letters from other roads shall be returned to them.

APPLICATION FOR EMPLOYMENT

d. Section 1 - Probationary Period

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

Section 2 - Omission or Falsification of Information

_____ An employee who has been accepted for employment in accordance with Section 1 will not be terminated or disciplined by the carrier for furnishing incorrect information in

connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the carrier had had timely knowledge of it. (From Article VII of August 25, 1978 National Agreement)

ARTICLE 28
BEREAVEMENT LEAVE

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. (From Article XII of August 25, 1978 National Agreement)

ARTICLE 29
CONDUCTORS REPORTS

- a. The following shall govern with regard to clerical work that will be performed by conductors:

Conductors will be required to prepare 810 Reports covering all accidents which occur in connection with their own train. They will not be required to make duplicate 810 Reports, but will continue to place such duplicate addresses on one copy as may be required.

They will not be required to sign waybills.

One copy of Form 827 will be prepared and the Superintendent shall designate to whom it will be mailed.

Telegraphic report of an engine failure will be made which shall also be signed by the engineer.

Conductors will continue to make any other reports or specified forms in connection with their own train that are in effect as of May 1, 1966.

The above may be changed at any time by negotiation between the Vice President and General Chairman, UTU/C.

BRAKEMEN
SCOPE RULE

- b. It shall be the duty of brakemen in all classes of service (except passenger) to assist the conductor and perform duties under his direction and supervision in the handling of train orders and the operation of their train, as well as perform other duties customarily performed by brakemen, including:

The coupling and uncoupling of cars and engines and the performance of all switching at all points where yardmen are not on duty.

Note: When yard crews are on duty, brakemen will only perform switching or coupling and uncoupling of cars in connection with their own train to the extent permitted by the May 7, 1937 Switching Agreement and January 12, 1938 Supplement thereto.

The use of lamp and hand signals as provided in the Operating Rules for movement of trains.

The furnishing of flag protection as may be required by the Operating Rules.

The opening and closing of switches in connection with their own train.

Brakemen will not be required to clean switches except in connection with the movement of their train.

The handling of their engines to and from the roundhouse or tie-up track at the initial and final terminal of their run.

Inspect cars and brake apparatus as required for the safety of their train's movement, except in yards where carmen are employed and on duty.

Make such emergency repairs to cars in their train between terminals as may be required, including rebrassing cars or repacking hot boxes.

ARTICLE 30 SWITCHING LIMITS

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

Section 1.

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

In the event the carrier and the General Chairman or General Chairmen cannot agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following date of last conference. The decision of the Arbitration Board

will be made within 30 days thereafter. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon seven days' notice by the carrier.

Section 2.

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

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this Section 2 and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier shall periodically advertise to road service employees the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employees involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employees holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers). In the event no road employee elects to bid on the accumulated equalizing hours within the bulletined period such accumulation of equalizing hours will be considered forfeited and a new accumulating period shall commence. (See Appendix 55)

Section 3.

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

Section 4.

The foregoing is not intended to amend or change existing agreements involving predominantly full-time switching service performed solely by road crews at industrial parks located within the

4-mile limit referred to in Section 2 hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952.

This rule shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date. (From Article VI, National Agreement of January 27, 1972)

ARTICLE 31 COUPLING HOSE, AIR TEST

Road crews, at the terminal(s) of their assignment where carmen are employed and on duty, when required to couple or uncouple air, steam or signal hose, or make car-to-car air test, will be allowed one hour pro rate at the rate allowed for the road service performed. If permanent carmen assignments in effect November 1, 1965 at such terminals are, or have been, discontinued and road crews are required to perform the duties described herein, on and after November 1, 1969 such crews will be allowed the penalty payment specified in the second paragraph hereof, provided such work is performed during assigned hours carman or carmen were last assigned. (See Appendix 39)

At other yards where carmen are employed and on duty and it is necessary for road train crews to couple or uncouple air, steam or signal hose or make a car-to-car air test, each member of the road ground crew will be paid an allowance of \$6.59(*) for conductors and \$6.47(*) for brakemen, in addition to all other earnings for the day. If carmen are in the future discontinued at such yards and road train crews are required to perform the duties described herein, such road train crews will be allowed a penalty payment of \$6.59(*) for conductors and \$6.47(*) for brakemen, provided such work falls within the hours carman or carmen were last assigned. Road train crews will not be required to couple and/or uncouple air, steam or signal hose or make a car-to-car air test for other road crews or yard crews, except a road switcher crew may perform such work on cars to be picked up by another train when no carman is on duty. This will not preclude a carman using an engine from charging the train line and making a car-to-car inspection and air test on cars to be picked up or handled by another crew.

(*) Includes Cost of Living Allowance effective July 1, 1983.

Only one penalty payment shall be made during each trip or tour of duty.

Note: The provisions of this rule will not apply to coupling or uncoupling of air hoses:

- (a) between locomotive and first car.
- (b) between caboose and last car of the train.
- (c) between last car in "doubleover" or "pick-up" and the first car on the train.
- (d) between cars when cutting or coupling up at crossing.

Employees in uniform when required to couple and/or uncouple air, signal or steam hose at any point will in addition to that provided in previous paragraphs be allowed \$2.00 for that tour of duty to cover cost of cleaning and repair of uniforms.

ARTICLE 32
PAID HOLIDAYS

Section 1. (Not applicable)

Section 2.

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

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

for the class and craft of service in which last engaged for each of the following enumerated holidays:

New Year's Day	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving Day
Good Friday	Christmas Eve (Day before Christmas day observed)
Decoration Day	Christmas Day
Fourth of July	New Year's Eve (Day before New Year's day observed)
Labor Day	

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

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

- b. Any of the employees described in paragraph (a) hereof who works on any of the holidays listed in paragraph (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.
- c. To qualify for holiday pay, a regularly assigned employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employee in the

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

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

after

the holiday.

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

- e. The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

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

- g. That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph

(a)

hereof be worked a stipulated number of days per week or month will not apply to the ten holidays herein referred to; but where such an assignment is not worked on a holiday, the

holiday payment to qualified employees provided by this rule will apply.

- h. As used in this rule, the terms "workday" and "holiday" refer to the day to which service payments are credited.
- i. When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period due. In road service, lost days preceding or following the vacation period to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.
- j. 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.

Section 3. (Not applicable)

(From Article I of National Agreement of June 25, 1964, as amended by Agreements of March 19, 1969, January 27, 1972, January 29, 1975, November 10, 1976 and October 15, 1982)

ARTICLE 33
TIME SLIPS, ADJUSTMENTS OF ALLOWANCES AND BACK PAY

- a. 1. Employees will be notified in writing within sixty days and time slips or duplicates returned when time is not allowed as per reports and reason given for not allowing same.
- 2. Details of a train service employee's pay check will be delivered to the employee along with his regular pay check covering the same period, where his pay check is scheduled for delivery on the 1st and 15th of the month and with his regular pay check covering the following period, where his pay check is scheduled for delivery on other than the 1st and 15th of the month. (From Memorandum of Agreement dated December 20, 1971)
- 3. Back pay resulting from national wage agreements will be paid by separate check.
- b. 1. When there is a dispute as to the amount which should be paid on the conductor's time tickets, the amount the timekeepers decide to allow should be paid. If after investigation, allowance is found to be incorrect, adjustment will be made.
- 2. When there is a discrepancy as between time as claimed on brakeman's time slip and proper allowance, payment will be allowed on current payroll to cover the amount concerning which no question exists and advice will be given claimant as to correction made.

- c. 1. When there is a shortage of \$15.00 or more in the pay of a conductor, a discharge check will be issued to cover the shortage on request.
- 2. When there is a shortage of a minimum day or more in the pay of a brakeman, a time check will be issued to cover the shortage on request.
- d. 1. When overpayments have been made to conductors, except those due to mechanical errors, no deduction shall be made to cover the overpayments, beyond sixty days prior to the date of advice to the individual with respect to deduction to be made.
- 2. When overpayments have been made to brakemen, except those due to mechanical errors, no deduction shall be made to cover the overpayments, beyond sixty days prior to the date of advice to the individual, with copy to Local Chairman representing the class of employee involved, with respect to deduction to be made.
- 3. When a claim for compensation, which has been appealed by the Local or General Chairman and handled in accordance with the provisions of this Agreement is allowed, the brakeman or brakemen receiving payment, and his duly accredited representative, will be advised in writing of the amount involved and pay roll on which payment will be made.

TIME LIMIT ON CLAIMS

- e. 1. Penalty time claims may be receipted for locally. If not receipted for locally, the date received by T&PA Department will be controlling.
- All claims must be presented in writing by or on behalf of the employee involved to the designated representative of the Company authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim is based. Should any such claim be disallowed the Carrier shall, within ninety (90) days from the date same is filed, notify the employee or his representative that the claim is declined and give the claimant the facts including a specific reason or reasons for such declination. (The Carrier reserves the right to present additional facts on claims that are appealed to the highest designated officer to handle claims.) If not so notified the claim shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.
- 2. If a disallowed claim is to be appealed, such appeal must be made within ninety (90) days from date of rejection, either by letter to the highest designated officer

of

the Carrier for handling time claims or be listed for informal conference with such officer.

When an informal conference is desired, request must be made within ninety (90) days from date of rejection and such conference will be scheduled by the Carrier

to

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

The results of individual claim handling during informal conferences will be provided in writing by the Carrier to the General Chairman within ten (10) days after completion of this conference.

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

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

not

be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.

4. Decisions by the highest officer designated by the Carrier to handle claims shall be final and binding unless within one (1) year from the date of said officer's decision such claim is disposed of on the property or proceedings for the final disposition

of

the claim are instituted by the employee or his duly authorized representative and such officer is so notified. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims. It is understood, however, that the parties may by agreement in any particular case extend the one-year period herein referred to.

Note: (1) Should the General Chairman desire a conference with respect to specific claims after receipt of decision of the highest officer with respect thereto, he shall notify such highest officer within sixty (60) days of the date of such decision, in which event the one-year period with respect to such claims shall not commence to run until the date of the decision of the highest officer following such conference.

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

5. All rights of a claimant or crew involved in continuing alleged violations of agreement shall, under this Agreement, be fully protected by continuing to file a claim for each occurrence (or tour of duty) up to the time when such claim is disallowed by the first officer of the carrier.
6. This Agreement recognizes the right of the accredited representatives of the organizations, parties hereto, to file and prosecute claims for and on behalf of the employees they represent.
7. This Agreement shall not be applicable to grievances other than time claims or to request for leniency.

(From Agreement of June 14, 1950, as amended by Agreements of July 10, 1975 and September 14, 1978)

(See Appendix 69)

ARTICLE 34 CABOOSES

a. Sufficient cabooses will be supplied on each division so that enough crews can be put into service to make it unnecessary to double-crew the cars. If, however, in case of accident, wreck or other emergency, it is necessary to take cabooses of crews tied up for use of other crews, this will be done.

b. Pursuant to the provisions of Article 7 of the National Agreement of May 23, 1952, and the Carrier's notice dated August 20, 1965 of desire to pool cabooses, it is agreed:

1. Cabooses will be pooled in all irregular and unassigned pool freight service and may be pooled in regular assigned service if the Carrier so elects.

As the Carrier pools cabooses it will serve fifteen (15) days' advance notice on the general and local chairmen of the territory(s) involved.

2. The Carrier may, pursuant to Paragraph 1 hereof, pool cabooses in any territory, seniority district, or through any terminal.
3. Pooled cabooses will be equipped with --

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

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

Note: Cabooses will be scrubbed and windows cleaned as needed, but not less often than fifteen (15) day intervals at such designated servicing points.
7. When operating on a caboose in pool service, the flagman will ascertain upon boarding that caboose is equipped with necessary flagging equipment.
8. Sufficient individual lockers will be provided at terminals for Conductors and Brakemen who are using pooled cabooses. Sufficient extra lockers will be made available for use of extra Conductors and extra Brakemen.

conveniently Locker rooms will be provided with enclosed toilet and wash facilities located. Drinking water will be made conveniently available. At the same location, lounge facilities will also be maintained for use of crews doubling out of away from home terminal.

Lockers and locker rooms will be maintained in a clean condition and Conductors and Brakemen will cooperate in maintaining such condition.

9. In any service where cabooses are not pooled, cabooses will be assigned in accordance with past practice.
10. When sufficient upgraded cabooses are accumulated, equipped as outlined in paragraph 3 hereof, to cover all irregular and unassigned pool freight trains operating on two or more adjoining districts, the pooling arrangement will be commenced following the serving of notice as provided in paragraph 1 hereof. As sufficient additional upgraded cabooses become available to extend over one or more adjoining districts, they will be placed in service in the same manner described above.
11. Within six (6) months from the signing of this Agreement, Carrier will commence producing upgraded caboose cars, as outlined in Paragraph 3 hereof, at the scheduled rate of not less than three (3) cars per week which will be continued until the caboose pooling program has been accomplished. Thereafter, the production of such upgraded cabooses will be continued and such cars will be furnished to crews in other than pooled caboose service on assignments normally operating more than fifty (50) straightaway or turnaround miles.

Other road assignments will be furnished with 2200 series cabooses which will be equipped with Caban type or equivalent oil heaters, drinking fountain with ice container and ice box, paper cups, and wash basin, caboose to be kept painted and in well maintained safe condition.

12. Employees in all irregular and unassigned pool freight service, and assigned service if cabooses are pooled, whose cabooses are pooled under this agreement will be paid an arbitrary allowance of \$4.25 for conductors and \$4.42 for brakemen for each road mile actually run or deadheaded in each direction with a minimum allowance of \$4.25(*) for conductors and \$4.42(*) for brakemen for each continuous trip. The above arbitrary allowance will be subject to future increases or decreases where the basic rates of pay are adjusted but will in no event be reduced below the one cent (1 ¢) per mile figure and one dollar (\$1.00) minimum for each continuous trip. (See Appendix 38)
(*) Includes Cost of Living Allowance effective July 1, 1983.

(From Agreement of March 3, 1966 as amended December 3, 1973)

HANDLING OF ASSIGNED CABOOSES

- c. Where employees have an assigned caboose and use it for resting at away-from-home terminal, where yard engine is on duty, such caboose shall be promptly placed on a conveniently located track and will not be removed therefrom, except for repairs, until shortly before the on-duty time.

ARTICLE 35 TRANSFERRING FREIGHT

No employee will be called upon to transfer freight, except in direct connection with his own train.

ARTICLE 36 SEATS ON ENGINES

Wherever possible, seat for brakeman will be provided on engines used in freight service.

ARTICLE 37 PENALTY FOR AGREEMENT VIOLATIONS

In applying the terms of this Agreement where rules do not provide a specific penalty when violations occur, it shall be understood that violations of this Agreement shall be paid for at not less than the time lost because of the violation.

ARTICLE 38 CAPTIONS

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

ARTICLE 39

Any grievance must be handled under the agreement and interpretations thereof governing the class of service in which the employee is engaged.

ARTICLE 40 ASSIGNING BRAKEMEN TO BAGGAGE SERVICE

- a. All vacancies occurring in baggage runs shall be filled from the ranks of eligible and competent brakemen.

- b. When a brakeman is required to take charge of or handle baggage, regular or extra brakeman shall perform the service, oldest man to have the preference.
- c. Temporary vacancies of more than thirty days, new assignments and permanent vacancies in baggage runs shall be advertised for a period of four to seven days and the senior qualified brakeman making application therefor shall be assigned. (See Appendix 73)
- d. Brakemen to be qualified for baggage service, either regular or extra, must make necessary student trips and receive required instruction.

RULES APPLICABLE TO BAGGAGEMEN

- e. The following rules of this Agreement are applicable to baggagemen:

Article 1,	excluding (a-2), (z-1)(a) and (z-2)	
6	e, (e-2) and (e-3)	
9	(b)	
11		
12	(a-1), (a-2), (b) and (c)	
13		
15	(a), 2nd, 3rd, 4th and 5th paragraphs	
16	(a) and (b)	
19		
20	(a)	
23	(a), (c), (d), (e), (f-1), (f-2), (g), (h), (j-2) and (l)	
25		
26		
27		
33		
35		
36		
Appendix 1 3		Appendix 3 1
14		32
15		33
16		34
17		74
19		76
21		78
25		80
26		81
28		83
29		
30		

Note: Those rules where application is limited to Conductors are not in the hereinabove references.

Any omission herein of agreements or agreed to understandings, which would affect Baggage men, will not serve to cancel or affect the application of such agreements or agreed understandings.

ARTICLE 41

Gender where used is intended to cover male or female as appropriate.

ARTICLE 42

This agreement became effective September 1, 1966 (Conductors) and January 1, 1966 (Brakemen) and has been reprinted as of November 1, 1983 to reflect that set forth in the PREAMBLE and to reflect rates effective July 1, 1983.

These rules will be applied by the parties in compliance with State and Federal laws and regulations and without regard to the race, religion, color, creed, national origin, or sex of the individuals covered by the rules.

For: THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

F. L. ELTERMAN
Vice President - Personnel and Labor Relations

For: THE UNITED TRANSPORTATION UNION

M. R. HICKS
General Chairman

J. G. BAILEY
Vice General Chairman

J. H. MURPHY
General Secretary

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

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
100.00	5' 00"	129.00	6' 27"
101.00	5' 03"	130.00	6' 30"
102.00	5' 06"	131.00	6' 33"
103.00	5' 09"	132.00	6' 36"
104.00	5' 12"	133.00	6' 39"
105.00	5' 15"	134.00	6' 42"
106.00	5' 18"	135.00	6' 45"
107.00	5' 21"	136.00	6' 48"
108.00	5' 24"	137.00	6' 51"
109.00	5' 27"	138.00	6' 54"
110.00	5' 30"	139.00	6' 57"
111.00	5' 33"	140.00	7' 00"
112.00	5' 36"	141.00	7' 03"
113.00	5' 39"	142.00	7' 06"
114.00	5' 42"	143.00	7' 09"
115.00	5' 45"	144.00	7' 12"
116.00	5' 48"	145.00	7' 15"
117.00	5' 51"	146.00	7' 18"
118.00	5' 54"	147.00	7' 21"
119.00	5' 57"	148.00	7' 24"
120.00	6' 00"	149.00	7' 27"
121.00	6' 03"	150.00	7' 30"
122.00	6' 06"	151.00	7' 33"
123.00	6' 09"	152.00	7' 36"
124.00	6' 12"	153.00	7' 39"
125.00	6' 15"	154.00	7' 42"
126.00	6' 18"	155.00	7' 45"
127.00	6' 21"	156.00	7' 48"
128.00	6' 24"	157.00	7' 51"

Distance	Overtime	Distance	Overtime
Miles	Accrues	Miles	Accrues
	After Hours		After Hours
158.00	7' 54"	179.00	8' 57"
159.00	7' 57"	180.00	9' 00"
160.00	8' 00"	181.00	9' 03"
161.00	8' 03"	182.00	9' 06"
162.00	8' 06"	183.00	9' 09"
163.00	8' 09"	184.00	9' 12"
164.00	8' 12"	185.00	9' 15"
165.00	8' 15"	186.00	9' 18"
166.00	8' 18"	187.00	9' 21"
167.00	8' 21"	188.00	9' 24"
168.00	8' 24"	189.00	9' 27"
169.00	8' 27"	190.00	9' 30"
170.00	8' 30"	191.00	9' 33"
171.00	8' 33"	192.00	9' 36"
172.00	8' 36"	193.00	9' 39"
173.00	8' 39"	194.00	9' 42"
174.00	8' 42"	195.00	9' 45"
175.00	8' 45"	196.00	9' 48"
176.00	8' 48"	197.00	9' 51"
177.00	8' 51"	198.00	9' 54"
178.00	8' 54"	199.00	9' 57"

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

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

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

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

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

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

APPENDIX

The agreements and agreed understandings which follow have been verified.

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

For: THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY -
EASTERN AND WESTERN LINES,
EXCLUDING NORTHERN AND SOUTHERN DIVISIONS

F. L. Elterman
Vice President - Personnel
and Labor Relations

For: THE UNITED TRANSPORTATION UNION

M. R. Hicks
General Chairman

J. G. Bailey
Vice Chairman

J. H. Murphy
Secretary

APPENDIX NO. 1

MEMORANDUM OF AGREEMENT entered into at Topeka, Kansas, May 7, 1937, between The Atchison, Topeka and Santa Fe Railway Company, Panhandle and Santa Fe Railway Company and The Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen.

It is understood and agreed that in yards where the yard schedule is in effect (either terminal yards or those at intermediate points) the rules and rates of pay pertaining to yard service, as contained in the respective agreements between the Carrier and the Organizations signatory hereto, shall govern in the performance of all yard service, as such service is hereinafter described, in accordance with Western Train Service Board Decisions Nos. 3019, 3020, 4081, 5016, 5017, 5730, 5751, 5752, 5756, 5757 and National Railroad Adjustment Board Awards Nos. 146, 411, and 429.

The employees recognizing that a literal application of the foregoing declaration, as contemplated by the Decisions and Awards therein cited, would result, in some instances, in undue hardships upon the carrier, and realizing the fact that because of the fluctuation in business in the transportation of passengers and goods the carrier should not be required to furnish work at all times, to the same number of employees in yard service, the following understanding shall obtain:

1. That the yard schedule is in effect at the following yards:

Chicago-18th St.	Altus
Corwith	Waynoka
Joliet	Canadian
Streator	Pampa
Chillicothe	Borger
Galesburg	Amarillo
Shopton	Clovis
Marceline	Ottawa
Argentine	Chanute
Emporia	Independence
Atchison	Winfield
Leavenworth	Tulsa
Topeka	Frontenac
Newton	Cherryvale
Eldorado	Coffeyville
Florence	Bartlesville
Augusta	Hutchinson
Wichita	Great Bend
Arkansas City	Dodge City

Ponca City	La Junta
Guthrie	Pueblo
Oklahoma City	Canon City
Purcell	Colorado Springs
Cushing	Trinidad
Shawnee	Raton
Enid	Vaughn
Las Vegas	Belen
Albuquerque	Lubbock
El Paso	Slaton
Hurley	San Angelo
Wellington	Hamlin
Fairview	McCamey

2. That yard service shall be considered as consisting of:
- (a) The switching of all freight and passenger equipment operating exclusively within the switching limits,
 - (b) The transfer of all freight and passenger equipment, operating exclusively within the switching limits,
 - (c) #The handling of all work trains operating exclusively within the switching limits. This does not classify nor define a work train nor govern consist of crews.
 - (d) Ground pilot service performed exclusively within the switching limits.

#Note: Not to be construed as superseding Article 4, Paragraph (m), Road Schedule.

3. That neither road crews, nor members thereof, nor any classes of employees other than yardmen will be used in yard service as described in Section 2, when there is a yard engine on duty, except in case of emergency. An emergency is defined as wreck, washout or other unforeseen occurrence necessitating immediate action to prevent loss of life, injury to person or damage to property. In such emergency cases, the crew will be paid not less than the minimum allowance specified herein. If used, however, in other than an emergency they will be paid not less than a minimum day at yard rates, separate and apart from all other earnings. Likewise, yardmen who hold seniority and are available in yards where such road crews or others are used, will be paid not less than a minimum yard day in each such instance.
4. In yards where the yard schedule is in effect, as described in Section 1, road crews may be used to perform yard service as described in Section 2 when there is no switch engine on

duty; such road crews to be compensated on the basis of actual time consumed, with a minimum of 1 ~ hours for 45 minutes or less and 2 hours for over 45 minutes, at the yard rate, separate and apart from all other earnings, and the time so paid for will be deducted from total time of the road trip. Actual time as referred to herein will be computed as follows:

- (a) At initial terminals, all time from the time the crew is called to go on duty until all switching service has been completed, and the engine is finally coupled to the train.
- (b) At final terminals, all time from the time the train arrived, as indicated on train register, until all switching service has been completed, and the crew is finally released.
- (c) At intermediate yards, the actual time used in the performance of switching service, not in connection with the road crew's own train, exclusive of either setting out or picking up or both. Setting out or picking up on more than one track will be considered switching service not in connection with the train.

Note: This does not prevent making straight pick-up or set-out while yard engine is on duty without payment therefor. In instances where the above method produces compensation less than would be paid to the crew (engineer, fireman, conductor, and brakeman), as provided in their respective road agreements, the provisions of the latter agreements will prevail.

When payment is made under this agreement there will be no claim from nor payment of any nature to yard men or yard crews, for the yard work performed by the road crew or crews.

- 5. In any of the yards referred to in Section 1, where the service is performed by only one or two yard engines, such yard engines will perform all the service that is available or would become available within thirty minutes from the assigned off-duty time for the yard engine, regardless of the fact that such handling may cause the yard crew to work overtime. This provision is made in order to reduce to the very minimum the amount of switching that may be required of road crews.
- 6. In all terminal yards where the yard schedule is in effect as defined in Section 1 and extra yard men are available, and for three consecutive working days the switching service rendered by road crews as defined in Sections 4(a) and 4(b) amounts to five hours in any eight-hour period, yard engines manned by yard crews will thereafter be used to perform such service so long as this amount of switching continues.
- 7. Nothing in this agreement shall be construed as either extending or abridging seniority rights of any employee involved.

8. This agreement is to become effective May 1, 1937, and to remain in effect for a period of one year and thereafter, subject to thirty days' written notice by either party upon the other of its desire to cancel, with the further understanding that any of the Four Organizations signatory hereto may withdraw from this agreement upon serving thirty days' written notice upon the carrier of its desire to do so, regardless of the action of the other organizations; provided that if either the Order of Railway Conductors or the Brotherhood of Railroad Trainmen withdraw, such action will automatically cancel this agreement for both the Order of Railway Conductors and the Brotherhood of Railroad Trainmen.

(Signed by General Managers Lehman and Lautz and General Chairmen Kowalski, Collins, Keiser and Gross)

APPENDIX NO. 2

MEMORANDUM OF AGREEMENT entered into at Topeka, Kansas, January 12, 1938, supplemental to Memorandum of Agreement entered into at Topeka, Kansas, May 7, 1937, between The Atchison, Topeka and Santa Fe Railway Company, Panhandle and Santa Fe Railway Company and the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen.

It is agreed:

1. That the word "agreement" be changed to "section" in the last paragraph of Section 4 of the Agreement of May 7, 1937, making this paragraph read as follows:

"When payment is made under this section there will be no claim from nor payment of any nature to yard men or yard crews, for the yard work performed by the road crew or crews."

2. Operation of Self-Propelled Machines in Yards: Section 2 of the May 7, 1937 Memorandum of Agreement reads in part as follows:

"That yard service shall be considered as consisting of:

- (a) The switching of all freight and passenger equipment operating exclusively within the switching limits."

Section 3 prescribes that such switching service in yards designated in Section 1 thereof shall be performed by yard crews.

The following exception is agreed to:

(a) Switching with industrial cranes or self-propelled machines confined to restricted territory such as Roundhouse, Shop, Material and Store Department Yards, etc., is permissible when such machines are piloted by a yard man (switchman);
provided,
that yard crews will be used to perform all known switching in such yards during the time such cranes or self-propelled machines are not in operation; and provided further, that this handling will not operate to supplant yard engines now in service or which may be placed in service when practicable. Light moves of self-propelled
propelled
machines not requiring switching do not require the service of a pilot. Moving of cars for the purpose of loading or unloading at different spots on the same track, setting first car out on another track and/or picking up first car out to permit continuing the loading or unloading will not be considered as switching.

Note: Local Officials and Local Representatives will determine restricted territory referred to above.

3. Work Trains Manned by Road Crews:

In yards named in Section 1 of the May 7, 1937 Memorandum of Agreement, the work of assembling and breaking up of work trains is switching service the same as assembling or breaking up of any other trains; therefore, such work comes within the purview of the switching agreement.

in
In instances, however, when it is necessary for a road crew to perform switching service in connection with its own train in the course of its day's work, such service should very properly be considered as work train service and not come within the purview of the switching agreement.

4. Stock Loading or Unloading: Deleted.

5. Turning on Wyes - Motor Cars, Trains, Light Engines:

It is understood that turning light engines, motor cars and other trains on wye is switching service. Turning on wye by turnaround crew at their turning point when no other switching is performed will not be considered switching under the May 7, 1937 Agreement, the work to be performed by road crew.

Exception (a). Deleted.

Exception (b). Motor Trains and Light Engines. At terminal points of the crew, where the May 7, 1937 Switching Agreement is in effect, when yard crew is not on duty at or between the arrival and departure times of the train, the road crew will turn train or light engine on the wye as a part of the road trip. When yard crew is on duty at or between the arrival and departure times of the train or light engine, yard crew will be used to turn

motor trains or light engines.

Note: The so-called dumper crews at Hurley, New Mexico will not be considered yard crews in the application of this Exception (b).

Exception (c). All Other Trains. Exceptions will be made by letter to handling at certain specified points as discussed, and at other points if requested and conditions justify.

6. Doubling Trains Over at Initial or Final Terminals, and When Making Pickup or Setout at Intermediate Points.

It is understood that doubling trains over, either inbound or outbound, is switching under the May 7, 1937 Memorandum of Agreement and should be paid for accordingly, except when conditions exist which necessitate doubling trains over, in which event no payment will be made under the switching agreement.

The same applies with respect to making pickup and/or setout on more than one track in intermediate yards specified in the switching agreement.

7. Pekin:

Pekin, Illinois, will, effective January 16, 1938, be included under Section 1 of the May 7 Agreement with the understanding that this does not affect or cancel the agreement covering handling of train by conductor or brakemen between the station at Pekin and the mechanical facilities, now covered by arbitrary allowance. It is also understood that in the event a yard engine is placed in service at Pekin, the yard crew will, as in the past, push trains over the grade beyond Pekin yard.

(Signed by General Managers Lehman and Lautz and General Chairmen Kowalski, Collins, Keiser and Gross)

APPENDIX NO. 3

Letter Agreement, General Manager Lautz and Gillies to General Chairmen Collins, Gross, Kowalski and Keiser, June 20, 1940:

Although it was pointed out no discussion was had, or consideration given, the handling of circus trains under the rule in the Conductors' and Trainmen's respective agreements at the May 7th switching agreement was negotiated, and it had not therefore been considered that work performed by road crew in handling circuses was intended to require application of the switching agreement, it has been decided, as you were advised, that the application will be made where crews handle circus at points covered by the switching agreement.

APPENDIX NO. 4

MEMORANDUM OF AGREEMENT entered into at Topeka, Kansas, Monday, June 24th, 1940, by and between The Atchison, Topeka and Santa Fe Railway Company, Panhandle and Santa Fe Railway Company and The Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen.

It is agreed that the so-called May 7th, 1937, Switching Agreement, together with the supplemental Agreement of January 12th, 1938, shall remain in effect for a period of one year from July 1st, 1940, subject to cancellation thereafter under the same conditions specified in Section 8 of the May 7th, 1937 Agreement.

(Signed by General Managers Lautz and Gillies and General Chairmen Kowalski, Collins, Keiser and Gross)

APPENDIX NO. 5

MEMORANDUM OF AGREEMENT entered into at Topeka, Kansas, July 10, 1952 supplemental to Memorandum of Agreement entered into at Topeka, Kansas May 7, 1937 and Memorandum of Agreement entered into at Topeka, Kansas January 12, 1938 supplemental to such May 7, 1937 Agreement, by and between the parties signatory hereto.

(Section identified (*) from supplemental agreement dated August 6, 1954)

IT IS AGREED:

Section 1. The tracks now being and hereafter to be constructed, leading to and serving the territory north of the Santa Fe main tracks between McCook and Willow Springs, Illinois, which tracks will for the purpose of identification be herein referred to as General Motors yard, shall, as of a date to be designated by the Company, be operated as a yard.

Section 2. The date to be designated as specified in Section 1 hereof shall not be later than the first date on which commercial production is commenced. The handling of cars of material or equipment for storage or otherwise will not be considered as the starting of commercial production until the plant machinery starts operation.

Section 3. On and after the date designated as provided for in Section 1 hereof, all yard service within the limits designated in Section 4 hereof shall be performed by Illinois Division yard crews, subject to the governing working agreements with the Organizations signatory hereto, and to the terms and provisions of the May 7, 1937 Switching Agreement as supplemented January 12, 1938.

*Section 4. General Motors yard shall constitute all yard trackage served by tracks leading westerly from Illinois Division main tracks at Milepost 14 plus 2422 feet and easterly from such main tracks at Milepost 16 plus 2981 feet. No portion of the main tracks at or between these milepost locations shall be included in this yard, except that the General Motors yard engine may cross said main tracks through the crossover located in vicinity of main line switch at east end of east lead for the sole purpose of delivering loads to the Indiana Harbor Belt west interchange yard at McCook.

Section 5. Not less than ten (10) days prior to the date to be designated as specified in Section 1 hereof, the Company will give to the respective General Chairmen of the Organizations signatory hereto, written notice of such designated date.

Section 6. On and after the designated date as provided for in Sections 1 and 5 hereof, this yard will be added to the list of yards included in Section 1 of the May 7, 1937 Switching Agreement as supplemented January 12, 1938.

Section 7. Attached hereto for informative purposes, but not as part hereof, is no-scale map sketch indicating the location of this yard.

Signed at Topeka, Kansas, July 10, 1952.

(Signatures not reproduced.)

APPENDIX NO. 6

Letter Agreement, Assistant to Vice-President Kirkpatrick of the Carrier to Vice-President Coyle, Brotherhood of Railroad Trainmen, February 2, 1944: Letter Agreement, General Managers Olson and Stuppi to General Manager Stafford, Order of Railway Conductors, April 28, 1966:

The work of clearing of derailments or other accidents necessitating the use of a wrecker, when performed exclusively within switching limits in yards where the yard agreements and the May 7, 1937 switching agreement are applicable, is work covered by these agreements, but this does not prohibit the use of road crews to rerail cars in their own train which may become derailed within such switching limits and where a wrecker is not used.

APPENDIX NO. 7

Letter Agreement, Assistant to Vice-President Kirkpatrick of the Carrier to Vice-President Coyle, Brotherhood of Railroad Trainmen, February 14, 1944: Letter Agreement, General Managers Olson and Stuppi to General Manager Stafford, Order of Railway Conductors, April 28, 1966:

Our understanding is that under the application of the switching agreement of May 7, 1937, time paid for switching performed by road crews in intermediate yards includes time waiting for connections or other delays encountered between the time the switching is started and the time it is completed. Under those circumstances, it seems proper to make no deduction for a reasonable period devoted by the crew to eating while switching is in progress.

APPENDIX NO. 8

Letter Agreement Vice President Jones and General Chairman Cantrill, November 11, 1977:

Referring to exchange or correspondence and discussions in connection with providing service to the new General Motors Plant at Oklahoma City.

During the meeting at Kansas City July 19, 1977, explanations were provided detailing the proposed operation, construction of 89th Street Yard, and General Motors Plant, including yard, this supporting the need for extending the switching limits at Oklahoma City. Several items were suggested by one party or the other, to which we were to make reply. Those items were as follows:

- (1) The switching limits will be established at MP 394 plus 2112' (approximately 2 poles West of West switch, Moore, Oklahoma).
- (2) The location of the yardmen's extra board will be at 89th Street yard, which location will be equipped to fully meet the requirements of an on and off duty point.
- (3) Road crews in straight away or turnaround service, who are to operate via General Motors Yard, will be notified prior to departure from initial terminal of the side trip to be performed, in which event they will be entitled to the actual mileage to and from General Motors yard. If not so notified prior to departure from initial terminal, of the side trip to be performed, and side trip is made to General Motors yard, the crew will be subject to Article 6(e-2) of the Agreement, and Article VI(i) of the Firemen's Agreement.
- (4) Within the new switching limits of Oklahoma City, a road crew is limited to one straight set out and/or one straight pick up, which may be performed at any of the following locations, without requirement to perform both at the same location, Downtown, Nowers, 89th Street Yard or General Motors. Spotting cars or additional set outs or pick ups or any other yard work will be compensable by one yard day, except there will be no prohibition for road crews to set out a bad order car as provided in Article IX, Section 1 of the January 27, 1972 National Agreement. When road crew makes a set out and/or pick up, this will not preclude a

yard engine from performing other work on that train such as adding to or reducing the consist. This will not be considered a waiver of the application of the conversion rule.

(5) Caboose, when available, will be furnished yard crews for moves between the points of Downtown, Nowers, 89th Street Yard and General Motors. If the yard crew is required to shove cars between any of the listed points, caboose will be furnished.

(6) Upon adoption of this Understanding, the so-called "Flynn Lead" Agreement of May 1, 1957, will be null and void.

APPENDIX NO. 9

Letter Agreement, Vice President Kirkpatrick to Vice President Johnson, October 29, 1945:
Letter Agreement General Managers More and Buchanan to General Chairman Mullen, August 15, 1950:

When switching is performed at a final terminal and is paid for under the provisions of Article 9(a) and (b) of the Agreement, switching time shall start when the work is actually begun and shall continue until the crew is released. When no switching is performed or paid for under Article 9(a) and (b), time consumed in putting the train away shall be paid as a part of the road trip.

APPENDIX NO. 10

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

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

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

In the case of a yard crew assignment on a particular shift (in yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study

indicates that there is an average of less than four hours switching within the spread of 12 hours for ten consecutive working days, this spread to begin at the starting time of the yard crew assignment which the carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the carrier seeks to discontinue will be considered, subject to the provisions of section 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period as set forth in section 5.

Note: The studies referred to in this Section 1 shall be conducted in the following manner:

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

parties

for the purpose of this rule.

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

2. The provisions of section 1 hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.
3. Road crews may perform any yard service at yards where yard crews are not employed.
4. Road crews may continue to perform any yard service now permitted, without additional payments if such payments are not now required.
5. At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.

6. No change in work permitted or compensation paid to combination assignments, such as Mine Run, Tabulated assignments, etc.
7. Switching service in yards by road crews when yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to section 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.
8. If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under section 7 hereof.
9. Initial and final terminal delay rules shall not be disturbed by this agreement except that when road crews perform yard service for which they are compensated under the provisions of section 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.
10. The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of section 1 of this Article.
11. Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 percent 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.

APPENDIX NO. 11
ENGINEERS', FIREMEN'S, CONDUCTORS' AND
TRAINMEN'S LOCAL FREIGHT CONVERSION RULE

1. Crews in all classes of road service who, between departure at initial terminal and arrival at final terminal, are required to perform work as specified in the following items will be

paid not less than the local rate applicable to the division on which the service is rendered;

provided that service at an intermediate point for which payment is made under the provisions of the May 7th, 1937 Switching Agreement and Supplements thereto, will be excluded from count or consideration in determining application of the local rate:

- a. Loading and/or unloading commercial L.C.L. shipments
- b. Station switching
- c. Picking up and/or setting out at three (3) or more points; or when the time consumed in picking up and/or setting out exceeds one hour and forty-five minutes (1'45") in the aggregate for the entire trip; such time consumed at each point where pick-up and/or set-out occurs to be computed from the time the work is begun until completed and train is coupled together preparatory to departure. Setting out bad order cars will not be counted as set-outs.

d. Filling water barrels and/or cisterns.

e. Handling company supply cars which load and/or unload en route, in trains handling commercial freight.

- 2. On any district where service as of the effective date hereof is performed by crews assigned under Article 2 of the Agreements, the applicable rate for Conductors and Trainmen for additional service under Section 1 hereof shall be the Article 3 rate for the Division so long as service is continued under Article 2; if the Article 2 assignment is discontinued, thereafter the first crew performing service on the district requiring payment under the provisions of Section 1 on any day shall be paid the Article 2 rate and any others performing service requiring payment under Section 1 on the same day will be paid the Article 3 rate.

3. Exceptions to Section 1:

(1) The provisions of items (b) and (c) are not applicable to crews engaged exclusively in work train service when performing station switching or picking up and/or setting out when such work is in connection with work train service; nor do the provisions of item (d) apply to crews engaged exclusively in work train service.

(2) Company material or Harvey supplies on passenger trains will not be considered as L.C.L. shipment as referred to in Section 1-a.

- (3) The provisions of Section 1-c will not apply to crews engaged exclusively in passenger service.

EXAMPLES OF THE APPLICATION OF SECTION 1-a

1. Crews handling trains, excepting trains performing exclusive work train service, if required to stop en route to load and/or unload commercial L.C.L. shipments of any and all descriptions, will be considered as coming within the provisions of Section 1-a.
2. Crews engaged in exclusive work train service, if required to stop and load and/or unload commercial L.C.L. shipments other than those for use by gangs engaged in maintenance or construction work will be considered as coming under the provisions of Section 1-a.
3. Crews engaged in exclusive work train service, if required to stop and load and/or unload L.C.L. shipments consisting of company material, or merchandise for use by gangs engaged in maintenance or construction work, will not come within the provisions of Section 1-a.

EXAMPLES OF THE APPLICATION OF SECTIONS 1-b AND 1-c

1. Crew arriving at station, having no cars to pick up or set out is required to take its engine and move and spot cars already at such station; such work shall be considered station switching, except that moving or spotting one car without changing the relative position of cars will not be counted as station switching but as one pick-up or set-out under section 1-c.
2. Crew has one or more cars to set out, say at the house; in order to set out car or cars at the house, it is necessary to place it or them behind cars already on house track or to pull one or more cars off the house track and place them on some other track. This is station switching under Section 1-b, inasmuch as it is necessary to make a switch in order to place the car or cars.
3. Train arrives at a station with cars to set out. The fact that such cars may be in two or more places in the train on arrival is not to be considered as station switching. Of course, the time setting them out would come under the 1'45" rule but would not be considered station switching simply because the cars to be set out were in more than one place in the train.
4. Crew has one or more cars to pick up; the car to be picked up is behind one or more cars; in order to make the pick-up, it is necessary to make a switch and set the cars that were standing ahead of the car that had to be picked up, or spotted, back where they were placed or put them on another track. This move would be considered station switching under Section 1(b).
5. Crews arriving at points with one or more cars to set out, say on track No. 2, find a car

spotted on track No. 2 which they have instructions to shove back to the lower end of

track No. 2, then pull ahead and spot the car they are to set out at a certain point on track No. 2; this is done. This is not station switching but is a straight shove which would come under Section 1(c).

6. Crews having one or more cars to set out, say at the house, find several cars on the house track which they are required to shove back, then cut a crossing and pull ahead in order to spot the cars to be set out. This is not station switching but would come under Section 1(c).
7. Crews required to pick up and/or set out cars at, say, Strong City, and to pick up and/or set out cars at Cottonwood Falls; this would be counted picking up and setting out at two points, notwithstanding the fact that these points are within the same switching limits, and will come under Section 1(c).
8. Crews required to stop, as in the case in the Kansas City Terminal, at 5th Street, while another crew (either yard or road crew) places additional cars in the train; this will be regarded as a pick up at one point and will come under Section 1(c); the same is also true when the reverse move is made; that is, when the crew is stopped to make set out.
9. Two or more cars set out on or picked up from different tracks first out at one point, do not constitute station switching but in the aggregate as pick-up and/or set-out at one point under Section 1(c).

The foregoing constitutes an agreement between The Atchison, Topeka and Santa Fe Railway Company, Panhandle and Santa Fe Railway Company and The Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brotherhood of Railroad Trainmen, to become effective July 1, 1940 and to continue in effect for one year and thereafter until thirty (30) days' written notice is served by either party on the other of a desire to revise or cancel.

(Signed by General Managers Lautz and Gillies and General Chairmen Kowalski, Collins, Keiser and Gross)

APPENDIX NO. 12

Letter Agreement, Assistant to Vice President Kirkpatrick of the Carrier to Vice President Coyle, Brotherhood of Railroad Trainmen, and Johnson, Order of Railway Conductors, March 29, 1944:

In the application of the so-called local freight conversion rule to road crews loading and/or unloading live stock, the making of more than one spot at the same stock chute or chutes will be considered station switching under Section 1(b), but the spotting and/or picking up of cars at different stock chutes on the same track in one operation, even though the coupling and/or uncoupling of cars is involved, will be considered as a setout and/or a pickup under Section 1(c).

APPENDIX NO. 13

Letter Agreement, General Managers Olson and Stuppi to General Chairmen Lane and Faulkner, November 21, 1963:

In the interest of uniform application of Article 23(d)(1) and Paragraph 3, Appendix No. 19 of the Agreement, we are agreeable to permitting a conductor or brakeman having displacing rights to bid-bump on any job under advertisement except in cases where jobs are advertised due to impairment under Article 23(d) and the conductor or brakeman whose run is impaired and is protecting it while under advertisement under Article 23(h) is senior to the conductor or brakeman desiring to bid-bump, and on receipt of your concurrence such handling will be made effective.

APPENDIX NO. 14

MEMORANDUM OF AGREEMENT entered into at Topeka, Kansas December 1, 1954 relating to Agreement dated at Topeka, Kansas November 24, 1947, concerning payment for conductors and trainmen for brassing cars.

IT IS AGREED:

1. The Memorandum dated at Topeka, Kansas November 24, 1947 is cancelled effective as of October 1, 1954.
2. Effective October 1, 1954 the following shall govern payment to conductors and trainmen for brassing cars:

Train crews required to brass cars not in their train on arrival at the point where this work is done, will be allowed actual minutes with a minimum payment of one hour at the pro rata rate without deduction of time so paid for from the total time of the trip, with the understanding that if cars are brassed under this rule at more than one point on a trip, the first two points and each two points after the first two shall have the time accumulated for payment purposes. As an example, a crew brasses cars at points A, B, C, D, and E, consuming time at each point in brassing as follows:

- (A) 40 minutes
- (B) 55 minutes
- (C) 60 minutes
- (D) 25 minutes
- (E) 40 minutes

Time for points A and B would be accumulated and payment would be 1 hour and 35 minutes; time at C and D accumulated would pay 1 hour and 25 minutes; 40 minutes at E would pay the minimum of 1 hour. Time consumed in the brassing operation and no other delays, will be included in computing payment under this provision.

It is understood that brassing a car which is in the train both on arrival at and departure from the point where brassed shall not be paid for under this Agreement.

Signed at Topeka, Kansas December 1, 1954.

(Signatures not reproduced)

APPENDIX NO. 15

MEMORANDUM OF AGREEMENT entered into at Amarillo, Texas, June 17, 1952, as amended, by and between the Atchison, Topeka and Santa Fe Railway Company (Eastern and Western Lines), Panhandle and Santa Fe Railway Company and its employees represented by the Order of Railway Conductors and Brotherhood of Railroad Trainmen:

IT IS AGREED THAT:

- (A) Effective July 15, 1952 the provisions of Article 22, paragraph (e) of the Agreement shall be inactive.
- (B) Conductors may after the date set out in paragraph (A) exercise their seniority either as a conductor or brakeman.
- (C) Brakemen shall be promoted to conductors when they have completed four years service. This paragraph not to conflict with Article 22, paragraph (b) and (c) of the Agreement.
- (D) On and after the effective date specified in paragraph (A), conductors shall be permitted to bid from one class of service to another when vacancies or new runs are advertised.
- (E) With the application of this Agreement on the date specified in paragraph (A), there shall be no general advertising of assigned runs and the application of single seniority will apply thereafter on the basis of seniority rules; that is, by bidding or bumping. A conductor having displacement rights may exercise his seniority in either class of service; as conductor or brakeman.
- (F) When necessary to use emergency conductors, the senior available emergency conductor will be used, provided; Conductors not desiring work as such will file written notice with

proper officer of the Company. This notice must be given five days in advance of the effective date and five days in advance of withdrawal. These employees will not be used as long as other emergency conductors are available, if other emergency conductors are not available the restricted conductor will protect the service in reverse order of seniority.

An emergency conductor who stands for a turn and is permitted to lay off three (3) hours prior to on-duty time must, when reporting, take the turn he stood to protect if the vacancy still exists. If the call would have been for deadhead the three (3) hours will be calculated from the time the deadhead was scheduled to commence.

- (G) Chain gang service and conductors' extra board will not be advertised, but shall be handled in the same manner as is now in effect on the various Divisions.
- (H) When no bids are received on an advertisement, the junior conductor shall be assigned.
- (I) On Divisions having outside assignments where conductors' extra board are not maintained, conductors assigned as brakemen on such outside assignments may be used to protect conductor's vacancies on such assignments.
- (J) With the application of this Agreement the Zoning Agreements now in effect on the Middle Division of the Eastern Lines and the Plains, Pecos and Slaton Divisions of the Western Lines shall be inactive.
- (K) The provisions of this Agreement will not affect the present application of the so-called Military Service Agreements of October 14, 1940.
- (L) Considering it may be necessary to revise or amend this agreement the General Chairmen and Company representatives agree to meet and work out a satisfactory solution to any problems that arise to protect the service of the Company and interest of the employees.
- (M) This agreement shall remain in effect for a period of one year and thereafter subject to thirty days' written notice of a desire to cancel by either party.

Dated at Amarillo, Texas, June 17, 1952:

(Signatures not reproduced)

Letter of Understanding, General Managers Olson and Stuppi to General Chairman Gloystein, September 28, 1972:

Referring to discussion in conference September 27 concerning force assigning conductors when no bids are received on an advertisement, under Paragraph H of Appendix 15 of the Conductors' and Trainmen's Schedule:

It was agreed in force assigning conductors under Paragraph H of the Single Seniority Agreement, the junior conductor working as a brakeman should be force assigned.

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Letter Agreements, General Manager Briscoe to General Chairman Cantrill, November 19, 1975, and Vice President Jones to General Chairman Cantrill, October 6, 1977:

We would be agreeable to an understanding that when a conductor is force assigned he must remain on the assignment and will not be permitted to bid off the assignment except for another permanent conductor's vacancy, give it up for chain gang service or give it up and take the conductors' extra board, even though a junior conductor is on the extra board, until such time as a junior unassigned conductor (working as a brakeman) becomes available.

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Letter Agreements, General Manager Briscoe to General Chairman Cantrill, July 6, 1976 and Vice President Jones to General Chairman Cantrill, November 10, 1977:

We would be agreeable to an understanding that a request for the conductors' extra board will be considered the same as a bid "for another conductor's vacancy" under the aforementioned agreement.

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Letter Agreement, General Manager Buchanan and Olson to General Chairman Taylor and Faulkner, December 1, 1960:

Extra conductors catching vacation vacancies on outside assignments will be required to remain on such vacancy for the vacation period (and lay-off connected with the vacation), but not to exceed 30 days, (unless displaced prior thereto by regular man returning, or seniority rules), after which he will be permitted, if desired, to exercise his seniority on any vacancy assigned during that period, seniority permitting, and will be relieved upon receipt of such declaration.

APPENDIX NO. 16

Letter Agreement, General Managers More and Buchanan to General Chairmen Taylor and Bentley, August 15, 1952, as amended effective January 1, 1962:

In answer to your letter of July 30, files 22-B and 126.1, bearing the subject "Application of Single Seniority" and requesting an interpretation of Section (F) of the Memorandum of Agreement of June 17, 1952:

We are agreeable to the understanding that: Under this section of the Agreement, when a conductor bids in, or displaces on, an assignment as brakeman, brakeman-baggage man or train baggage man, that such conductor will not (except in emergency) be considered as being available for service as a conductor for a period of five days following assignment to such brakeman, brakeman-baggage man or train baggage man position. In an emergency the full provisions of Section (F) will apply.

APPENDIX NO. 17

Letter Agreement, General Managers Buchanan and Landreth to General Chairmen Taylor and Faulkner, November 26, 1957:

As stated in our letter of October 18, we are agreeable, insofar as the future is concerned, to not consider an emergency conductor, who, by reason of his seniority, can work only as brakeman, as being restricted under the Letter Agreement of August 15, 1952 (See Appendix 16).

APPENDIX NO. 18

Letter Agreement, General Managers More and Buchanan to General Chairmen Taylor and Bentley, October 20, 1952:

Your letter of September 18th concerning question of permitting conductors assigned to the conductors' extra board to secure turn as brakeman in chain gang service when a vacancy occurs or a new chain gang turn is placed in service:

We find that on a certain portion of the territory this practice is in effect at this time and it is being made uniform by extending the practice to all other portions of the Eastern and Western Lines, with the understanding of course that those desiring to give up service as conductor on the extra board and take service as a brakeman in chain gang will so indicate in writing and that selection for chain gang service will be in seniority order.

APPENDIX NO. 19

Letter Agreement, General Managers Lautz and Gillies to General Chairmen Collins and Gross, June 25, 1940, as amended effective January 1, 1962:

Referring to subject of placing conductors and brakemen on assignments after the bids close, which was discussed in conference in Topeka, June 17th to June 24, 1940:

It was understood to be your desire that the conductors and brakemen on each road division would be given the option at this time of retaining the present practice in this connection on their individual division or accepting in toto the following, which was presented to you June 22nd and indicated as being satisfactory to you on that basis in discussion June 24th:

1. A conductor or brakeman assigned to a run terminating at point where extra board is maintained, who notifies the proper officer in writing of his desire to give up his assignment, will be permitted to do so as soon as an extra man is available to relieve him.
2. When a brakeman is required for assignment to the conductor's extra board or for regular service as a conductor, he will be released for same as soon as an extra brakeman is available to relieve him. This does not disturb existing practice in protecting emergency conductor service.
3. When a conductor or brakeman assigned to an "outside run", that is, one that does not terminate at point where the extra board is maintained, notifies the proper officer in writing of his desire to give up such assignment, he will remain thereon until advertisement closes and his successor has been determined, at which time each will place himself, and additional vacancies resulting from the first man giving up his assignment will be protected from the extra board during advertisement.

To this handling we are agreeable.

Letters of Understanding from General Managers Olson and Stuppi to General Chairman Gloystein dated May 31 and June 27, 1973:

Your letter of May 23, 1973, file 1295-409-B and 100.27, regarding Case No. 21, Public Law Board No. 1117.

We are in agreement with that contained in your letter, i.e., under Section 3 of Appendix No. 19 of the Conductors' and Brakemen's Schedule and the last sentence of Article 23(f-1) of the Conductors' and Brakemen's Schedule, a conductor or brakeman assigned to an outside run, who desires to give up such assignment and displace in chain gang or on the extra board, and is required to stay on such assignment until the advertisement closes, is permitted to lay off prior to the last trip he can make on the assignment, will not be permitted to exercise his seniority until the extra man representing him goes off duty, at the outside point, on such last trip.

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(See Appendix 15)

APPENDIX NO. 20

MEMORANDUM OF AGREEMENT entered into between the Atchison, Topeka and Santa Fe Railway Company - Eastern Lines and Western Lines, and Panhandle and Santa Fe Railway Company, and their employees represented by The Order of Railway Conductors and Brakemen and Brotherhood of Railroad Trainmen, concerning application of Article 15(f-3) of the current Agreement.

IT IS AGREED:

1. Crews must be in the same class of service as well as departing from the same initial terminal and going to the same objective terminal over the same route.
2. In defining the class of service the following will apply:
 - (a) Crews called for extra passenger service to be considered as in extra passenger service.
 - (b) Crews called for through freight service but who are paid the local freight rate under the local freight conversion rule to be considered as in through freight service.
 - (c) Crews called for temporary work service to be considered as in work service.
 - (d) Crews called for through freight service but who perform incidental work service on the trip to be considered as in through freight service.

3. Extra employees working in the place of assigned employees will take the conditions of the vacancy they are protecting and upon returning to the extra board point will be governed by the provisions of Article 15(f-3) and this Agreement.

Signed at Topeka, Kansas, July 27, 1962.

(Signatures not reproduced)

APPENDIX NO. 21

MEMORANDUM OF AGREEMENT by and between The Atchison, Topeka and Santa Fe Railway Company - Eastern and Western Lines, Panhandle and Santa Fe Railway Company, and The Order of Railway Conductors, The Brotherhood of Railroad Trainmen, The Brotherhood of Locomotive Engineers, and The Brotherhood of Locomotive Firemen and Enginemen.

It is now and will continue to be the policy of the Company to give every consideration to the old employees in its service and in the furtherance of that policy.

IT IS AGREED:

In the event an employee of a class included in the scope of the working agreement with the Conductors, Trainmen, or Yardmen, who is found to be disqualified as a result of a reexamination conducted under the Company's rules governing physical examinations including eyesight, color sense and hearing feels that his physical condition does not justify removal from the service or restriction of his rights to service, such employee, upon request in writing by himself or his representative within 30 days following notice of disqualification, may be given further reexamination as follows.

1. If disqualified because of physical disabilities:

- (a) The employee will be jointly reexamined by a physician designated by the Company and a physician of the employee's own choice who shall both be graduates of a Class (A) medical school of regular medicine. This reexamination will be conducted at the office of the Company's physician, unless otherwise mutually agreed to by the two physicians. If the two physicians agree that the

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is disqualified, their decision is final; if they agree the man is qualified, he will be returned to the service.

- (b) If the two physicians fail to agree, the employee's physician and the railroad's physician will select a third physician who shall be a practitioner of recognized standing in the medical profession and where any special type of case is involved must be a certified specialist in the disease or impairment which resulted in the

the employee's disqualification. The board of physicians thus selected will examine the employee and render a report of their findings within a reasonable time, not exceeding 15 days after their selection, setting forth the employee's physical condition and their conclusion as to whether he meets the requirements of the Company's physical examination rules. The 15-day period may be extended through mutual agreement between the General Chairman and the General Manager.

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

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

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

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

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

When an employee upon reexamination fails to meet the required standards on vision, color sense, or hearing, such reexamination may, if requested by the employee or his representative within 30 days, be followed by a field test under joint direction of a

committee consisting of two representatives of Management and two employees from the ranks of train, engine or yard service. Carrier may order the field test to be conducted in less than the 30 days referred to herein. The field test will be conducted in the following manner:

- (a) FOR VISION AND COLOR PERCEPTION. The Field Test will be made with flags, lamps and signals used in daily operation of engines and trains, with or without glasses, at varying distances, but not to exceed two thousand (2000) feet for the correct observation by day and by night of block signals, signal lights, lamps, flags, and fuseses, under service conditions. Whenever necessary, the tests for color perception shall include the varying atmospheric conditions existing with cloudy weather, smoke, rain, fog, mist and snow. The response to each test shall be as prompt as actual service conditions necessitate, and the test may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.
- (b) FOR HEARING. The Field Test shall demonstrate ability to hear ordinary conversations, air whistle signals, torpedoes and other audible signals, under service conditions. The response to each test shall be as prompt as actual service conditions necessitate, and the tests may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.
- (c) The Field Tests shall be held as soon as practicable after receipt of request therefor and will be so arranged that the responses are solely those of the individual tested without interference or aid; otherwise, the entire test shall be repeated.
- (d) The Joint Committee will carefully record the different distances at which signals are displayed or given; the responses made by the individual tested, and the degree of promptitude of responses, and will make a joint report to the Management, advising whether the employee passed a satisfactory test and, if not, agreeing if possible in a recommendation as to the service, if any, to which the individual may be safely assigned.

This agreement will become effective as of August 1, 1949:

Signed at Topeka, Kansas, July 18, 1949. (Revised March 16, 1977.)

(Signatures not reproduced)

APPENDIX NO. 22

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines, Panhandle and Santa Fe Railway Company and Order of Railway Conductors and Brotherhood of Railroad Trainmen.

In accordance with the principle set forth in Section 1(D) of Agreement dated December 12,

1947 at Chicago, Illinois, between Carriers' Conference Committees and Representatives of the Order

of Railway Conductors and the Brotherhood of Railroad Trainmen, regarding uniforms, it is agreed that the following shall apply to employees represented by the above mentioned Organizations:

- (1) The Company will prescribe the uniform consisting of cap, coat, vest and trousers, to be worn by conductors and brakemen in passenger train service at all times when on duty in such service. Specifications for said uniforms shall be subject to change from time to time as required by the Company.
- (2) Effective on and after the date of this Agreement, when it becomes necessary for an employee subject to this Agreement to procure a new uniform, an order therefor will be obtained from the Superintendent, who shall be the judge of when a uniform needs to be replaced, and the designated uniform will then be ordered by the employee.
- (3) For any uniform obtained on an order from the Carrier as prescribed in Section 2 hereof, the Company will assume and pay a sum equal to fifty (50) per cent of the cost of contract clothier's price of such uniform, consisting of coat, vest and trousers (two pairs if desired), and the employee will assume and pay the balance of the cost of each uniform.
- (4) When uniforms are purchased under Section 3 above, from a clothier designated by the Company, the Company will pay the contract clothier the entire amount of the cost of said uniforms and collect the employee's share of said cost from each employee to whom a uniform is delivered, by pay roll deduction comprising not to exceed three equal monthly payments, deduction order to be signed by the employee at the time uniform is ordered. When purchased from a clothier not designated by the Company, the employee will pay the entire amount and upon proof that he has done so, the Company will refund fifty (50) per cent of the cost, but not in excess of fifty (50) per cent of what the cost would have been if purchased from a contract clothier.
- (5) The Company will supply employees covered by this Agreement, free of charge, caps, badges and such insignia as the Company may require them to wear upon such uniform.
- (6) Employees will be required to wear with their uniforms, a white shirt with black four-in-hand tie, and black shoes, the entire cost of which will be assumed by the employee.
- (7) To the end that uniform suits will present a good appearance, the employees agree to keep them properly cleaned and neatly pressed at all times at their own expense, and it is understood and agreed that when it is necessary to replace a uniform suit a complete new suit will be purchased; that is, the coat, vest and trousers (2 pairs if desired), on each such occasion, for the reason that it is undesirable to wear a new uniform coat with an old vest

and trousers, or vice versa.

- (8) It is agreed that in cases where a uniform or any portion thereof is lost, stolen, damaged or destroyed, while the employee is not on duty, or is damaged through negligence on his part while on duty, the employee shall bear the entire cost of replacing the uniform or repairing the damage.
- (9) Uniforms referred to herein will be worn while on duty in passenger service or deadheading in connection therewith. Uniform suit will not be used for other occasions when it can be avoided.
- (10) Conductors and brakemen regularly assigned to passenger service, and such minimum number of other conductors and brakemen standing to protect passenger service as may be agreed to by the Superintendent and the Local Chairman, will be required to provide themselves with the prescribed passenger uniforms. Employees who are not equipped with required uniform will not be considered as available for passenger service and may be run around without penalty to the Company.
- (11) In the event that the Company has assumed and paid fifty (50) per cent of the cost of a uniform suit for an employee as provided in Section 3 hereof, and such employee does not remain in regular passenger service or on an emergency or extra list protecting passenger service for at least ninety (90) days from date of receipt of such uniform suit, the Company will deduct from compensation later due such an employee the full amount of money which the Carrier assumed when such uniform suit was purchased, except that this will not be applicable to employees who are forced out of passenger service, either regular or extra, through no fault of their own.
- (12) This Agreement shall become effective July 1, 1950 and continue in effect until cancelled or modified as provided by Section 6 of the Railway Labor Act.

Signed at Chicago June 14, 1950.

(Signatures not reproduced)

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Letter Agreement, General Managers Olson and Stuppi to General Chairman Gloystein, May 3, 1972:

This will confirm understanding reached in conference at Topeka, May 1, 1972, wherein it was agreed, as follows, in order to implement the policy and requirements prescribed by Amtrak covering uniforms to be worn by conductors and brakemen while on duty on its passenger trains:

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

No. Item

2	Navy suit jackets
2	Navy suit trousers
1	Navy cap
4	Shirts (2 navy/white and 2 red/white stripe)
2	Ties (1 navy, 1 red)
1	Belt
1	Change/Ticket pouch
1	Punch holder

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

- (2) Employees who protect passenger service, either extra and/or short vacancies, will be allowed to continue wearing their Santa Fe uniform until it needs replacement, at which time the uniform suit pants and suit coats will be replaced on a 50-50 basis between Amtrak and the employee.
- (3) Initial uniforms (suit pants and suit coats) and replacements after uniform program has been implemented will be borne equally between Amtrak and the employee.
- (4) Authorized Santa Fe uniform buttons will be provided at Amtrak expense.
Change/Ticket pouch and leather belt will be replaced at Amtrak expense. Uniform hats will be replaced at Amtrak expense, not to exceed two (2) each 12 months. Amtrak has the option of replacing only the cloth cover on uniform hats.
- (5) All uniform items, excluding shoes and socks, must be ordered from clothier designated by Amtrak.

Except as specifically set forth herein, the existing uniform agreements remain in full force and effect.

Letter Agreement, General Managers Briscoe and Stuppi to General Chairman Gloystein, April 1, 1974:

This will confirm our conference date, with respect to communication from Amtrak Director of Labor Relations A. R. Lowry with respect to expediting their objective to have as many Conductors and Trainmen in Amtrak uniforms as quickly as possible, during which

IT WAS AGREED:

- (1) Appendix 22 of the current Conductors' and Trainmen's Agreement and the Letter of Understanding of May 3, 1972 is amended as specifically set forth herein.
- (2) Effective May 1, 1974, a Conductor (Trainman) who makes application either by bidding or bumping for a permanent vacancy in Amtrak passenger service will be required to either have in his possession an Amtrak uniform or produce an application (requisition) for such a uniform.
- (3) Failing to have either an Amtrak uniform or an application for an Amtrak uniform will preclude the Conductor (Trainman) being assigned and his application either bid or bump for the vacancy will be null and void.
- (4) Conductor (Trainman) who does not have an Amtrak uniform in his possession, but who has an application (requisition) for such uniform, will be permitted to and must wear his railroad uniform until receipt of the Amtrak uniform.
- (5) Conductors (Trainmen) having an Amtrak uniform or upon receipt of same, who make application, either by bumping or bidding, and are assigned to permanent vacancy in Amtrak passenger service must wear their Amtrak uniform while in that service.
- (6) On and after the effective date of this agreement, a Conductor (Trainman) who is permanently assigned to a vacancy in Amtrak passenger service will be provided one free uniform at Amtrak expense, providing such employee has not previously obtained an Amtrak uniform.
- (7) Any Conductor (Trainman) who receives a free uniform under the provisions of Section 6 hereof, will be prohibited from wearing any existing railroad uniform while in Amtrak passenger service.
- (8) Any Conductor (Trainman) force assigned to a permanent vacancy in Amtrak passenger service must, upon assignment, make application (requisition) for an Amtrak uniform.

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Letter Agreement, General Managers Briscoe and Stuppi to General Chairman Gloystein, April 1, 1974:

In connection with the understanding reached date with respect to policy for uniforms to be worn by conductors (trainmen) while in Amtrak passenger service, Section 4 thereof indicated the employees could, while awaiting delivery of their Amtrak uniforms for which they have made application (requisition), wear their railroad uniforms.

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

It was further understood the acceptance of this provision to Section 4 between the employees represented by your Organization and the Carrier is contingent upon this being agreeable and acceptable to the Amtrak policy.

APPENDIX NO. 23

MEMORANDUM concerning disposition of various cases on docket discussed at Topeka, Kansas starting November 10, 1947, concerning claims arising out of the handling in passenger trains of express refrigerator cars, System cars equipped with high-speed trucks, air signal and steam heat hoses, and foreign line cars similarly equipped, as well as claims for local or through freight rates in lieu of passenger rates for handling Company material or other non-revenue shipments on passenger trains.

IT IS AGREED:

- (1) (a) Cars equipped as described above, whether of express, System or foreign line ownership, will be classified for pay purposes as passenger equipment.
- (b) System cars so equipped will be classified as passenger cars only until such time as the air signal hose and steam heat hose are removed and the cars reclassified as freight equipment for interchange purposes; it being understood that such changes or reclassifications will not be made from day to day or trip to trip for the purpose of evading the application of this agreement.
- (2) In the application of Article 6(d) ***:
 - (a) Conductors and brakemen will be paid through freight rates when cars so equipped are (1) handled in freight trains, regardless of contents thereof; (2) when loaded with shipments moving under revenue freight billing and handled in passenger trains, regular or extra, including main trains which do not consist of any freight equipment other than caboose or rider car, and (3) when moving in solid trains, with or without caboose or rider car, when any or all are loaded with shipments moving under revenue freight billing;
 - (b) Except as further provided hereinafter in Sections 4, 5 and 6, conductors and brakemen will be paid passenger rates when cars so equipped move empty or loaded with shipments moving under other than revenue freight billing and are handled in passenger trains other than passenger trains paying freight rates under Article 11 of the Schedule.

- (3) Shipments, carload or otherwise, moving on express billing do not affect compensation of conductors and brakemen.
- (4) Astray revenue freight shipments moving on deadhead billing are revenue freight shipments and conductors and brakemen are entitled to through freight rates, unless such shipments are loaded or unloaded by conductors and/or brakemen, in which event local rates will be paid.
- (5) Company material moving in car lots will pay through freight rates.
- (6) Company material moving as baggage in less than car lots, will pay passenger rates to conductor and brakeman unless loaded or unloaded by conductor and/or brakeman, in which event local rates will apply.
- (7)
 - (a) Supplies for dining cars and/or eating houses operated by or for the Company, and supplies for independent contractors providing meals or supplies for Company employees shall be considered Company material for the purposes of these principles, whether owned by the Company or otherwise.
 - (b) For handling employee household goods in passenger trains on free billing in high speed betterment or other passenger equipment, conductors and brakemen shall be paid passenger rates; likewise the handling of Hospital Association supplies on passenger trains shall not change or affect the payment of passenger rates to conductors and brakemen.
- (8) The compensation of neither conductors nor brakemen will be affected or converted under this agreement by reason of any handling of Company material by train baggagemen or brakemen-baggagemen.
- (9) Basic day and overtime rules applicable to the rates paid shall apply under these principles, but such payment shall not change the classification of the trains as passenger or affect other rules in the respective agreements.

Unless and until the respective governing agreements are changed, the above principles shall hereafter be given uniform application, and in so far as applicable, shall govern disposition of the specific cases on the docket and any others that were presented currently and which can be verified.

Dated at Topeka, Kansas, November 24, 1947.

(Signatures not reproduced)

APPENDIX NO. 24

Letter from General Managers Buchanan and Landreth to General Chairman Taylor, April 8, 1953:

As a general proposition conductors called to pilot detoured passenger trains are not being required to be in uniform at the present time and we have no objection to continuing this in effect; however, there are some instances where a uniform is desirable and for this reason we are not agreeable to making a rule that forecloses the use of a uniform in this service.

APPENDIX NO. 25

MEMORANDUM OF AGREEMENT entered into at Amarillo, Texas, March 20, 1965, between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines, Panhandle and Santa Fe Railway Company, and their employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, and Brotherhood of Railroad Trainmen.

IT IS AGREED THAT:

In the application of Article II, Expenses Away from Home, Section 1, of the Agreement dated June 25, 1964, (Article 9(g)) the following will govern:

- (1) Suitable lodging will be provided at Carrier's expense and the following will meet the standard of "suitable lodging":
 - (a) A single occupancy bedroom, bed to be equipped with innerspring mattress or equivalent, sufficient blankets with clean linens (sheets, pillow cases and towels), with lavatory in room if not located in attached bathroom; adequate bathing and toilet facilities either accessible from within the bedroom or available on the same floor. Where attached or adjoining bath and toilet facilities are available at the designated lodging facility, such rooms will be assigned to the extent available.

Note: Exception to this Paragraph (1-a) may be made by mutual agreement of the parties hereto.

- (b) Bedrooms, bathrooms and toilet facilities will be kept in clean and sanitary condition.
- (c) Rooms will be temperature controlled.*
*Open gas flame type heaters are not acceptable.

- (2) At any location where lodging, as specified in Paragraph (1), cannot be provided at Carrier's expense, in lieu thereof an allowance of \$2.50 will be paid to employees governed by this agreement who qualify under Article II, Section 1, of the June 25, 1964 Agreement.
- (3) The allowances provided for in Paragraph (2) shall continue until suitable lodging, conforming to the standards set forth in Paragraph (1) above is provided by the Carrier.
- (4) Lodging as provided in this agreement will be made available to the employees during entire period of tie up.
- (5) If employees are tied up en route where meals and lodging are not available, under circumstances which make it impossible to reach their tie-up point or terminal, transportation will be furnished to a point where such facilities are available.
- (6) This agreement shall be effective as of 12:01 AM April 1, 1965, and shall remain in effect until changed by the following procedure:

In the event either party serves notice of desire to change or cancel this agreement, Carrier representatives and the General Chairmen will, within thirty (30) days endeavor to reach an agreement. In the event the parties are unable to resolve the issue, the provisions of the Railway Labor Act, as amended, will be followed.

Signed at Amarillo, Texas, this 20th day of March, 1965.

(Signatures not reproduced)

Letter Agreement NRLC Chairman Dempsey to UTU President Chesser, January 27, 1972.

This has reference to Article XI - Expenses Away From Home - of the Agreement signed today.

It is understood that if an extra man used to fill a vacancy at an outlying point, who comes within the operation of Article XI, after completing a tour of duty is held over for a second tour of duty which is to commence more than four hours after the completion of his first tour of duty, he will be provided lodging or an allowance in lieu thereof under Article II, Section 1 of the June 25, 1964 Agreement. He will continue to be provided such lodging or allowances (but not more than one such allowance for each 24-hour period at the outlying point) if he is thereafter so held over for one or more subsequent tours of duty.

APPENDIX NO. 26

Letter Agreement, General Managers Lautz and Gillies to General Chairmen Kowalski, Collins, Keiser and Gross, June 20, 1940:

***crews will be definitely advised as to tying up under conditions involving the application of Article 20(a) of the Agreement.

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Letter of Understanding, General Manager Briscoe to General Chairman Cantrill, June 1, 1976:

Referring to our discussion in Chicago the week of May 10-14, 1976 concerning application of Article 20(a) of the Schedule.

In an effort to eliminate disputes as to whether or not the road crews were advised that they were being tied up under Article 20(a), we agreed to issue instructions that the crews would be given a message when they are tied up under Article 20(a) to confirm the verbal instructions that were issued to the crew. It was understood that if the crew was at an open station when they were tied up, the message would be given at that time; if not, the message would be issued to the crew at the first open station following resumption of service.

APPENDIX NO. 27

Letter Agreement, General Managers Lehman and Lautz to General Chairmen Collins, Gross, Kowalski and Keiser, March 26, 1937:

Confirming understanding reached on award on Docket 4033 discussed in conference at Chicago March 15, 1937, covering protest against the assignment of a local crew to protect trains 61-62 between Pueblo and La Junta, Colorado as a turn-around and paid on a continuous time basis:

For the period in question we will pay the difference between what they earned and what they would have earned on the basis of 100 miles in each direction and with the understanding that in the future assignments of local crews will not be made on a turn-around basis between chain gang district terminals.

APPENDIX NO. 28

Letter Agreement, General Manager Lehman, Eastern Lines, to General Chairman Collins and Gross, September 10, 1929. Made effective on Western Lines September 21, 1929.

Replying to your letter of August 27th in the claim of Switchman William L. O'Connor for attending coroner's inquest at Chicago, April 6, 1928, in which you request that we use for conductors, trainmen and yardmen the same form of notice as outlined in paragraphs (b) and (c), Article 27 of the Engineers' Schedule:

I see no objections to your request and such notices will be so handled in the future.

* * *

(Paragraph (b) and (c), Article 27 of the Engineers' Schedule read as follows:

"(b) When it is desired to notify an engineer he is to report as a witness at a coroner's inquest in behalf of the Company, the following form will be used:

'Please arrange to be present as a witness at coroner's inquest to be held at _____ date _____ inquest of _____. You are instructed to be present.'

(c) In case an engineer is wanted by the coroner and it is not of any interest to the company whether he reports or not, the following form will be used:

'You are wanted as a witness in coroner's inquest to be held at _____ date _____ .
Inquest of _____. This on coroner's request."')

APPENDIX NO. 29

VACATIONS

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

The following represents a synthesis in one document for the convenience of the parties, of the National Vacation Agreement of April 29, 1949, between certain carriers represented by the National Carriers' Conference Committee and their employees represented by the United Transportation Union (formerly the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America), and the several amendments made thereto in various national agreements up to October 15, 1982:

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

- - - - -

Section 1.

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

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

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

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

- c. Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having

eight or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eight or more years of continuous service renders service not less than one thousand two hundred and eighty (1280) 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 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services

shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See Note below.)

- d. Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having seventeen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said seventeen or more years of continuous service renders service of not less than twenty-seven hundred twenty (2720) 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 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services

shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See Note below.)

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

preceding calendar year the employee renders service under schedule agreements held by

the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

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

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

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

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

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

Where an employee is discharged from service and thereafter restored to service with
seniority unimpaired, service before and after such discharge and restoration shall be
included in computing three hundred twenty (320) basic days under Section 1(b), one
thousand two hundred and eighty (1280) basic days under Section 1(c), two thousand
seven hundred and twenty (2720) basic days under Section 1(d), and four thousand
(4,000) basic days under Section 1(e).

- i. Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be

combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

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

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

General

- a. An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid

for

each week of such vacation $1/52$ of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding

the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).

- b. Beginning on the date Agreement "A" 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 employees and employees having interchangeable yard and road rights covered by said agreement are concerned:

Yard Service

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

Combination of Yard and Road Service

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

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

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

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

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

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

Section 7.

- a. Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.
- b. After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

Section 8. The vacation provided for in this agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a Union Shop Agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

Section 9. The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms

of such existing rule, understanding or custom. With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

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

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

Section 12. This Vacation Agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

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

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

Note: The Vacation Agreement rules as shown above incorporate current provisions of the 1949 National Vacation Agreement and Amendments provided in the National Agreements of December 16, 1953, November 30, 1960, November 20, 1964, July 17, 1968, January 27, 1972, August 25, 1978, and October 15, 1982.

Memorandum
Chicago, Illinois, April 29, 1949

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

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

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1 ~ basic days.
3. An employee in freight service on a run of 125 miles, with total time on duty of 12 hours on the trip, will be credited with 1 **O** basic days.
4. An employee in yard service working 12 hours will be credited with 1 **O** basic days.
5. An employee in freight service, run-around and paid 50 miles for same, will be credited with **O** basic day.
6. An employee in freight service, called and released and paid 50 miles for same, will be credited with **O** basic day.
7. An employee in freight service, paid no overtime or other allowances, working as follows:

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

will be credited with seven basic days.

8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.
9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.

10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1 ~ basic days.
13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with 0 basic day.
14. An employee is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.
15. An employee is allowed one hour as arbitrary allowance, will be credited with 0 basic day.

(Signatures not reproduced)

Interpretation of Continuous Service Provisions of Section 1 of Vacation Agreement

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

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

Signed at Chicago, Illinois, this 18th day of January, 1956 as modified by subsequent agreements.

(Signatures not reproduced)

APPENDIX NO. 30

MEMORANDUM OF AGREEMENT by and between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines, Panhandle and Santa Fe Railway Company and their employees represented by the Order of Railway Conductors and Brakemen covering scheduling of vacations, signed at Topeka, Kansas, July 9, 1963, as amended September 10, 1965, and employees represented by the Brotherhood of Railroad Trainmen:

IT IS AGREED:

1. Effective January 1, 1966, employees subject to the terms of the National Vacation Agreement of April 29, 1949, as amended, who qualify for two, three, four or five weeks' vacation, under the provisions of said National Agreement, will, upon written request, be permitted to split the vacation subject to the terms and conditions of this Memorandum of Agreement.
2. The vacation period of employees who qualify for 2 weeks' vacation may be split into not more than two periods of one week each.
3. The vacation period of employees who qualify for 3 weeks' vacation may be split into not more than two periods as follows:
 - (a) Three weeks split into two periods, one week for the first period and two weeks for the second period; or,
 - (b) Three weeks split into two periods, two weeks for the first period and one week for the second period.
 - (c) The vacation period of employees who qualify for four weeks' vacation may be split into not more than two periods as follows:
 - (1) Two weeks for the first period and two weeks for the second period; or,
 - (2) Three weeks for the first period and one week for the second period; or,
 - (3) One week for the first period and three weeks for the second period.
 - (d) The vacation period of employees who qualify for five weeks' vacation may be split into not more than two periods as follows:
 - (1) Two weeks in the first period and three weeks in the second period; or,
 - (2) Three weeks in the first period and two weeks in the second period; or,
 - (3) One week in the first period and four weeks in the second period; or,
 - (4) Four weeks in the first period and one week in the second period.

4. The Company will assume no additional expense in granting vacations as result of this agreement.
5. Employees desiring to split their vacations into two periods must make application therefor during the designated interval when applications are being accepted, prior to the compiling of the vacation schedule. No change in such application may be made following the close of this application period.
6. When two periods are requested, only one of such periods will be assigned during the months of June, July and/or August.

7. Section 6 of the 1949 Vacation Agreement provides in part:

"Due regard consistent with requirements of the service shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations."

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

8. a. 1. When relief for vacationing conductors incurs dead-heading, deadhead pay for one round trip only will be allowed for the combined relief period and payment shall be divided as follows:
 - (a) The relief employee deadheading to the outlying point to protect the first period will be allowed deadhead pay for the trip to the relief point.
 - (b) The relief employee returning home from the outlying point after completing relief for the second period will be allowed deadhead pay for the return trip.
 - (c) No deadhead pay will be allowed either to the relief employee returning home from protecting the first vacation period, or to the relief employee being sent to the outlying point to protect the

second vacation period.

are

- (d) Employees who are granted a split vacation and employees who called to relieve them shall be responsible for keeping yardmasters'

taken
for

clerks, timekeepers and others concerned fully informed of the precise conditions under which the vacation periods are being and under which the deadhead trips are made. Time allowances deadhead trips for vacation relief shall not be made without such supporting data.

2. When relief for vacationing brakemen incurs deadheading, deadhead pay for one round trip only will be allowed for the combined relief period and payment shall be divided as follows:

- (a) The relief employee deadheading to the outlying point to protect the first period will be allowed deadhead pay for the trip to the relief point and return.
- (b) No deadhead pay will be allowed either to the relief employee sent to or returning from the outlying point to protect the second vacation period.

are

- (c) Employees who are granted a split vacation and employees who called to relieve them shall be responsible for keeping yardmasters' clerks, timekeepers and others concerned fully informed of the precise conditions under which the vacation periods are being and under which the deadhead trips are made. Time allowances deadhead trips for vacation relief shall not be made without such supporting data.

taken
for

9. Section 7 of the 1949 Vacation Agreement provides in part:

"a. Vacation shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year."

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

10. When an employee's third, fifteenth or twentieth anniversary of employment occurs in a

year in which he has qualified to receive additional vacation and the employee by scheduling and starting his vacation after the anniversary date will be entitled to an

additional week's vacation, subject to the accumulation of 480, 2400 or 3200 days respectively, he must, in order to qualify for the additional week's vacation under this agreement, schedule and start the first period of the split vacation on or after the third, fifteenth or twentieth anniversary date of his employment.

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

12. In the application of Section (8) of the Agreements dated November 30, 1960 and January 18, 1961, between the Railroads represented by the Eastern, Western and Southeastern Carriers' Conference Committees and Employees represented by the Brotherhood of Railroad Trainmen and Order of Railway Conductors and Brakemen, it is understood any employee whose relationship is terminated, and has no further connection with the Company will, upon such termination, be allowed any compensation due for a qualified vacation in that calendar year as well as any compensation due if qualified for a vacation in the succeeding year. It is further understood that after having received the vacation allowance, said employee, if later reinstated to service prior to the scheduled vacation period in that calendar year, his vacation for that calendar year, as well as the succeeding year, will be considered as having been completed and no further vacation or allowance in lieu of vacation will be due in that year.

Vacation will be scheduled in the calendar year following the employee's restoration to service in the usual manner and payment for vacation for that year computed in the usual way, or as if there had been no interruption of service, and any adjustments due when compared with the allowance previously made for vacation at the time service was terminated, will be adjusted.

13. This agreement may be automatically canceled at the end of any calendar year by the service of 90 days' written notice of either party.

(Signatures not reproduced.)

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines, excluding the Northern and Southern Divisions, and the Order of Railway Conductors and Brakemen, concerning the application of Section 12, Appendix No. 30, of the current Schedule.

IT IS AGREED:

1. Effective January 1, 1968, in the application of Section 12, Appendix No. 30, of the current Agreement, any employee whose employment relationship is terminated and has no further connection with the Company will, upon such termination, be allowed any compensation due for a qualified vacation in that calendar year as well as for any compensation due if qualified for a vacation in the succeeding year.
2. It is further understood that after having received the vacation allowance, said employee, if later reinstated to service prior to the scheduled vacation period in the calendar year in which his services were terminated, will be considered as having completed his vacation for that calendar year, and no further vacation or allowance in lieu of vacation will be due for that year.
3. The employee's vacation in the succeeding year, in the amount of time paid for, will also be considered as having been completed and he will not be required to take such time off.

If the reinstated employee qualifies for vacation time in the succeeding year, in addition to that previously paid for, he will be required to take such additional vacation time off.
4. For record purposes, a vacation will be scheduled in the calendar year following the employee's restoration to service in the usual manner, which is to include the amount of time paid for when removed from service and for any additional time that he might have qualified for as set forth in Item (3). Payment for vacation will be computed in the usual way, and any adjustment due compared with the allowance previously made for vacation at the time service was terminated will be allowed.
5. This agreement may be automatically cancelled at the end of any calendar year by serving of ninety (90) days' written notice of either party.

(Signatures not reproduced)

APPENDIX NO. 31

Letter Agreement, General Managers More and Buchanan to General Chairmen Heath, Stephens, Taylor and Mullen, February 24, 1950, as amended by letter agreement dated October 25, 1965:

Your joint letter of February 13, 1950, file PV-119.2 requesting that employees subject to the Consolidated Uniform Vacation Agreement of July 1, 1949 be permitted to file late bids for vacation period assignments if, at regular bidding time, they are absent from service on properly authorized leave:

We are willing to meet your request provided you agree no vacation scheduled at the regular time will be disturbed by these late bidders and that service requirements will continue to be the governing factor in setting all vacation periods. Further, that an employee absent on leave the entire year will be considered as scheduled for vacation the last week(s) of the year, depending upon his service qualifications. It should be understood also that the returning employee will be eligible to bid only for a vacation period commencing after his return to service. For the purpose of this understanding, those on force reduction subject to recall to service will be considered the same as on authorized leave, in the event they do not have an opportunity to bid at the regular time of scheduling vacations, and may file vacation preference bids at time of recall and return to service if recalled to report in sufficient time to secure vacation to which entitled; otherwise they will be assigned vacation periods in the last week(s) of the year.

APPENDIX NO. 32
APPLICATION OF VACATION AGREEMENT

MEMORANDUM OF AGREEMENT entered into and signed at Topeka, Kansas, January 5, 1945, as amended:

For general handling of the application of Vacation Agreement dated April 29, 1949, as amended, it is agreed unless and until changed by mutual agreement, the following procedure shall apply:

- (1) Bulletins will be posted in December, on each division, requesting each employee to express in writing his first, second and third choice of preferred starting date of vacation period.
- (2) Vacation schedules will be prepared by the Local Chairman and a representative of the Carrier on each division and will provide for a specific vacation period(s) for each employee qualifying for vacation, due consideration being given to employees' seniority, choice of vacation periods and the needs of the service.
- (3) The classification, e.g., conductor, brakeman, engineer, fireman, etc., in which an employee is working at the time the vacation schedules are prepared will determine the schedule on which his name will appear, with the understanding that (1) no change will be made in the original vacation schedule even though an employee may be subsequently promoted or demoted to another class, and (2) his vacation allowance will be computed under the terms of the vacation agreement covering the classification in which the employee is working at the time of his vacation. For example, if an employee was originally scheduled for a vacation as a brakeman, but is working as a conductor at the time he was scheduled to start his vacation, no change will be made in his vacation dates, and he will be paid for the vacation or in lieu thereof under the terms of the Conductors' Vacation Agreement.

- (4) Appropriate bulletins will be posted designating the vacation periods assigned to the respective employees.
- (5) Scheduled vacations will only be postponed where an employee is at his away-from-home terminal or en route to or from his home terminal on the date scheduled to start his vacation; the starting date will, in such instances, be considered the day following his arrival at the home terminal.
- (6) In the event no extra or relief employee is available to relieve an employee for scheduled vacation, he will be paid in lieu of ungranted vacation, it being understood that the protection of the current service needs will take precedence over the relief of employees for vacation purposes. In the event it is considered necessary to cancel vacations, the division supervision will contact the local chairman of the class concerned; however, the Company necessarily must continue to be the judge as to requirements for protecting the service.
- (7) No claims will be presented in behalf of or allowed to extra or relief employees in instances where it is impossible to relieve employees for vacations, and they are paid in lieu thereof as outlined in Item (6) above.
- (8) Trip tickets covering claims for vacations granted or for allowances in lieu of ungranted vacations will be submitted by the employees.
- (9) Deleted.

(Signatures not reproduced. Signed by General Managers Lautz and Jefferis and General Chairman Kowalski, Stephens, Taylor and Mullen.)

APPENDIX NO. 33

Pursuant to the provisions of Article II of National Agreement dated April 27, 1973 captioned "COST-FREE UNION DUES DEDUCTION AGREEMENT", this Agreement made at Topeka, Kansas, this 14th day of February, 1974 by and between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines, excluding Northern and Southern Divisions, hereinafter referred to as the Company, and their employees represented by the United Transportation Union, Conductors' and Trainmen's Committee, hereinafter referred to as the Organization.

IT IS AGREED THAT:

Section 1.

- (a) Subject to the conditions hereinafter set forth, the Company will deduct all sums for initiation fees, periodic union dues, assessments and insurance premiums (not including fines and penalties) payable to the Organization by members of the Organization, employed by the Company, from wages earned in any services, upon the written and unrevoked authorization of a member, in the form agreed upon by the parties hereto, copy of which is identified as Attachment "A" and made a part hereof.
- (b) The signed authorization may, in accordance with its terms, only be revoked by executing the revocation form specified herein within:
 - (1) The fifteen (15) day period immediately following the first anniversary of the effective date of this agreement; or
 - (2) Thereafter in any year within the fifteen (15) day period immediately following the anniversary date of this agreement.

Revocation of the authorization shall be in the form agreed upon by the parties, copy of which is identified as Attachment "B" and made a part hereof.

- (c) Both the authorization forms and the revocation of authorization forms shall be reproduced and furnished to its members by the Organization, without cost to the Company. The Organization shall assume full responsibility for procuring the execution of the authorization forms by the members and for delivering such authorizations to the Company. In like manner, the revocation of an authorization shall be furnished by the members to the Organization, which shall be solely responsible for its delivery to the Company, as set forth in Section 2 hereof.

Section 2.

Deductions, as provided herein, shall be made by the Company in accordance with uniform certified deduction lists furnished to the Auditor of Disbursements in duplicate by the Treasurer of the Local of which the employee is a member. Such lists, together with authorization and revocation of authorization forms, shall be furnished to the Auditor of Disbursements on or before the tenth day of each month in which the deduction or termination of deduction is to become effective, as hereinafter provided. The original lists furnished shall show the member's name, the member's Social Security number and the amount to be deducted, in the form approved by the Company. Thereafter, two lists shall be furnished each month by the Treasurer of the Local to the Auditor of Disbursements, as follows:

- (a) A list showing any changes in the amounts to be deducted from the wages of members with respect to whom deductions are already being made. Such list shall show both the amounts previously authorized to be deducted and the new amounts to be deducted; also the names of members from whose wages no further deductions are to be made, which shall be accompanied by revocation of authorization forms signed by each member so listed. Where no changes are to be made, the list shall so state.
- (b) A list showing additional members from whose wages the Company shall make deductions as herein provided, together with an authorization form signed by each member so listed. Where there are no such additional members, the list shall so state.

Section 3.

Deductions, as provided for herein, will be made monthly by the Company from wages due members for the second period in each calendar month; and the Company will, subject to the provisions of Section 5 hereof, remit to the Organization the total amount of such deductions, on or before the twenty-fifth day of the month following the month in which such deductions are made. With such remittance the Company will furnish to the Treasurer of the Local a statement showing members from whom deductions were made and the amount of deductions.

Section 4.

The dues deduction amounts may not be changed more often than once every three months.

Section 5.

- (a) In the event earnings of a member are insufficient to permit the full amount of deduction, no deduction will be made and responsibility for collection shall rest entirely with the Organization.
- (b) The following payroll deductions shall have priority over deductions covered by this Agreement:

including Federal, State and Municipal taxes and other deductions required by law,
garnishments and attachments.

Amounts due the Company.

Hospital Association contributions.

Prior valid assignments and deductions.

- (c) In cases where no deduction is made from the wages of a member due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the number for any subsequent payroll period.

Section 6.

No cost will be charged against the Organization or the affected employees in connection with the dues deduction Agreement.

Section 7.

Responsibility of the Company under this Agreement shall be limited to remitting the amounts actually deducted from wages of members, pursuant to this Agreement; and the Company shall not be responsible, financially or otherwise, for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the member involved and the Organization.

Section 8.

The Organization shall indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Agreement.

Section 9.

- (a) In the event of any change in the representation of the craft or class of employees presently represented by the Organization party hereto, this Agreement shall be automatically terminated as to such craft or class of employees as of the date official notification is received from the National Mediation Board of such change in representation as to such craft or class of employees.
- (b) This Agreement shall become effective February 1, 1974 and, except as provided in Section 9(a), shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Section 10.

This Agreement supersedes the deduction agreements entered into with the ORC&B, November 1, 1962, and the BofRT, January 31, 1958.

SIGNED at Topeka, this 14th day of February, 1974.

(Signatures not reproduced)

ATTACHMENT "A"

DEDUCTION AUTHORIZATION

I hereby assign to the United Transportation Union (Conductors' and Trainmen's Committee) that part of my wages necessary to pay my initiation fees, periodic dues, assessments and insurance premiums (not including fines and penalties), as reported to The Atchison, Topeka and Santa Fe Railway Company, by the Treasurer of my Local in monthly statements, certified by him, as provided under the Deduction Agreement entered into by and between the Organization and the Company effective February 1, 1974, and I hereby authorize the Company to deduct from my wages all such sums and pay them over to the Treasurer of my Local.

This authorization may be revoked by the undersigned in writing, in the manner provided for in Section 1(b) of the Deduction Agreement.

Name
(Last) (First) (Middle Initial)

Employee Social Security Account No.

Home Address
(No. and Street)
(City and State)

Division

Occupation

_____, 19
(Date)

Signature

Local No.

ATTACHMENT "B"

DEDUCTION AUTHORIZATION

Effective _____, I hereby revoke the Deduction Authorization now in effect, assigning to the United Transportation Union (Conductors' and Trainmen's Committee) that part of my wages necessary to pay my initiation fees, periodic dues, assessments and insurance premiums (not including fines and penalties), now being withheld pursuant to the Deduction Agreement between the Organization and the Company effective February 1, 1974.

Name
(Last) (First) (Middle Initial)

Employee Social Security Account No.

Home Address
(No. and Street)
(City and State)

Division

Occupation

_____, 19
(Date)

Signature

Local No.

APPENDIX NO. 34

MEMORANDUM OF AGREEMENTS made the 10th day of June, 1965, and the 21st day of April, 1966, by and between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines (including Northern and Southern Divisions), and the employees thereof represented by the Brotherhood of Railroad Trainmen and Order of Railway Conductors and Brakemen.

IT IS AGREED:

Section 1. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or hereafter subject to the Rules and Working Conditions Agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this Agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this Agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this Agreement shall alter, enlarge or otherwise change the coverage of the present or future Rules and Working Conditions Agreements.

Section 2. The requirements of membership provided for in Section 1 of this Agreement shall be satisfied if any employee shall hold or acquire membership in any one of the labor organizations National in scope organized in accordance with the Railway Labor Act and admitting to membership employees of a craft or class in train, yard, engine or hostling service, that is, in any of the services or capacities covered in Section 3, First, (h), of the Railway Labor Act, defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board, provided, however, that nothing contained in this Agreement shall prevent any employee from changing membership from one organization to another organization admitting to membership employees of a craft or class in any of the services above specified.

Section 3.

- (a) Employees who retain seniority under the Rules and Working Conditions agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number

of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements be required within thirty-five calendar days from date of their return to such service to comply with the provisions of Sections 1 and 2 of this Agreement.

- (b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the Federal Government or a State Government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this Agreement but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this Agreement.
- (c) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft, and who, for reasons other than those specified in Subsections (a) and (b) of this Section, are not in service covered by such agreements or leave such service, will not be required to maintain membership as provided in Sections 1 and 2 of this Agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements they shall, as a condition of their continued employment, be required, from the date of return to such service to take membership in one of the organizations specified in Sections 1 and 2 of this Agreement.

Section 4. Nothing in this Agreement shall require an employee to become or to remain a member of the Organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Agreement, dues, fees and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time.

Section 5.

- (a) Each employee covered by the provisions of this Agreement shall be considered by the Carrier to have met the requirements of the Agreement unless and until the Carrier is advised to the contrary in writing by the Organization. The Organization will notify the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this Agreement and who the Organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreements. The form of notice to be used shall be agreed upon by the Carrier and the Organization, and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the Carrier will, within ten

calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt.

Copy of such notice to the employee shall be given the Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this Agreement shall, within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization,

by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced

by receipt. A representative of the Organization shall attend and participate in the hearing.

The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreements not later than thirty calendar days from receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this Agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the Organization shall be promptly advised thereof in writing by

Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Agreement, his

seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Organization it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly

to the highest officer of the Carrier designated to handle appeals under this Agreement.

Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority

and

employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty

calendar

days of the date the notice of appeal is received, and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

this If the decision on such appeal is that the employee has not complied with the terms of

Agreement, his seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding

unless within ten calendar days from the date of the decision the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this Agreement the Organization or the employee involved requests such highest officer in writing by Registered or Certified

Mail,

Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer

of the Carrier designated to handle appeals under this Agreement or his designated representative, the General Chairman of the Organization or his designated representative,

and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and

the

employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within

thirty

calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties as to the matters decided within the limitations of Paragraph (i) of this Section. The Carrier, the employee, and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in

equal

shares by the Carrier, the Organization and the employee.

(d) It is understood that if an employee produces evidence to an officer or local chairman of the Organization that he is a member in any one of the Labor Organizations as specified

in

Section 2 of this Agreement that will satisfy this Agreement and no notice will be served by the Organization on the Carrier to have employee removed from service. Employee

will be required to produce such evidence on demand of an officer or local chairman of the Organization, but will not be required to produce such evidence more than once in a calendar month. If employee fails or refuses to produce such evidence, he may be cited to the Carrier by the Organization as not complying with this Agreement.

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

- (f) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreements between the Carrier and the Organization will not apply to cases arising under this Agreement.
- (g) The General Chairman of the Organization shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this Agreement. The Carrier shall notify the General Chairman of the Organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Agreement.
- (h) In computing the time period specified in this Agreement, the date on which a notice is received or decision rendered shall not be counted.
- (i) Decisions made pursuant to this section shall be confined to determination of the fact of compliance or non-compliance by the employee with the terms of this Agreement but do not apply to any questions of law arising out of or in connection with the legally permissible limits of this Agreement under applicable law.

Section 6. Other provisions of this Agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty calendar days from date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the Organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The above period may be extended by agreement between the Carrier and the Organization.

Section 7. An employee whose seniority and employment under the Rules and Working Conditions Agreements is terminated pursuant to the provisions of this Agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this Agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this Agreement or upon an alleged violation, misapplication or noncompliance

with any provision of this Agreement. If the final determination under Section 5 of this Agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement.

Section 8. In the event that seniority and employment under the Rules and Working Conditions Agreements is terminated by the Carrier under the provisions of this Agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid termination is made or in which case the Carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to be expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this Agreement.

Section 9. An employee whose employment is terminated as a result of non-compliance with the provisions of this Agreement shall be regarded as having terminated his employee relationship for vacation purposes.

Section 10. This Agreement shall become effective July 1, 1965 (B of RT) and September 1, 1966 (ORC&B). It shall be construed as a separate Agreement by and on behalf of the Carrier and those employees thereof represented by the Organization signatory hereto.

This Agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Amarillo, Texas, this 21st day of April, 1966. (ORC&B)

Signed at Topeka, Kansas, this 10th day of June, 1965. (B of RT)

(Signatures not reproduced)

MEMORANDUM OF AGREEMENT

It is agreed that in the application of the Union Shop Agreement signed the 10th day of June, 1965, at Topeka, Kansas (B of RT) and at Amarillo, Texas the 21st day of April, 1966 (ORC&B), any employee of the company signatory hereto who, on the date on which compliance with the Union Shop Agreement is required, is not a member of the union representing his craft or class, or any new employee entering the service of the company signatory hereto after the effective date of

this agreement, if he would otherwise be required to be a member of a union under the Union Shop Agreement, will be deemed to have met the requirements of the Union Shop Agreement executed this date provided he pays to the union representing his craft or class the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required of all members of such union within the time limits provided for in the Union Shop Agreement.

This Memorandum of Agreement shall be attached to and made a part of the Union Shop Agreement signed this date.

SIGNED AT Amarillo, Texas, this 21st day of April, 1966. (ORC&B)

SIGNED AT Topeka, Kansas, this 10th day of June, 1966. (B of RT)

(Signatures not reproduced)

APPENDIX NO. 35

MEMORANDUM OF AGREEMENT entered into between the Eastern and Western Lines, except Northern and Southern Divisions, of The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the Brotherhood of Locomotive Engineers, the Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen, and the Brotherhood of Railroad Trainmen in complete settlement of the Section 6 Notice served upon the Carrier under date of April 15, 1964 for an agreement to govern payment for time lost, deadheading, etc., pursuant to Carrier's medical examination requirements, and is in full disposition of mediation proceedings in Case No. A-7491:

IT IS AGREED:

Section 1.

- (a) Except as otherwise provided in this agreement, an in-service employee withheld from service on instructions of the Carrier for the purpose of undergoing a medical evaluation, shall, unless correctly restricted or disqualified as a result thereof, be paid for all time lost until authorized by the Carrier to resume duty.
- (b) If such employee is required to report for medical evaluation at a point other than the home terminal of his assignment or at his point of residence if his normal habits make available a reasonable opportunity for examination at such point, he shall be paid the greater of:
 - (1) all time lost, or
 - (2) necessary actual miles of travel at the passenger rate,

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

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

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

Section 4. A furloughed employee recalled for service and required to undergo medical evaluation prior to resumption of service is not covered by the provisions of this Agreement.

Note: The term "medical evaluation" includes but is not limited to the actual medical examination, laboratory procedures, X-rays and so forth as well as time for final decision after results thereof are known.

This Agreement signed at Chicago, Illinois this 12th day of April, 1967, shall become effective May 1, 1967 and shall be construed as a separate agreement by and on behalf of the Carrier, party hereto, and its employees represented, respectively, by the Brotherhood of Locomotive Engineers, Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Railroad Trainmen, as heretofore stated; and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(Signatures not reproduced)

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company - Eastern and Western Lines - including Northern and Southern Divisions and its Employees represented by the Brotherhood of Locomotive Engineers and the United Transportation Union Enginemen's, Conductors' and Trainmen's and Yardmen's Committees.

IT IS AGREED:

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

The foregoing shall be in complete disposition of your Section 6 Notice dated March 27, 1974 and shall be made effective on July 15, 1975.

Signed this 30th day of June, 1975.

(Signatures not reproduced)

APPENDIX NO. 36

MEMORANDUM OF AGREEMENT entered into at Chicago, Illinois on the 18th day of August, 1976, between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines (excluding the Northern and Southern Divisions) and its employees represented by the United Transportation Union, Conductors' and Trainmen's Committee.

In disposition of claims filed under Article 15(f-1), the following will apply, provided they meet the requirements of the rule:

- (1) The maximum of one 33-mile payment will be allowed each crew member per tour of duty.
- (2) Switching at a terminal opposed to not switching at a terminal, will not be a basis of classifying conductors and trainmen in different service.
- (3) Conductors and trainmen in pool freight service need not be in the same pool when not run in turn, to receive the payment described in this rule.

Signed at Chicago, Illinois this 18th day of August, 1976.

(Signatures not reproduced)

APPENDIX NO. 37

MEMORANDUM OF UNDERSTANDING entered into at Chicago, Illinois on the 19th day of August, 1976, between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines (excluding the Northern and Southern Divisions) and its employees represented by the United Transportation Union, Conductors' and Trainmen's Committee:

Many controversies have arisen in the application of Conductors' and Trainmen's Article 15(a), relative to multiple runarounds and what the Carrier labels rotary runarounds. A dilemma exists account of Award 29 from Public Law Board No. 777 on the Western Lines, in which Referee Preston J. Moore held that these rules provide for payments to all crews who are run around. Subsequently, in Public Law Board No. 1135, Referee Gene Ritter held under these same rules on the Eastern Lines that both the Union's multiple and rotary runaround theories are not correct. The issue has been presented to Public Law Board No. 1342 on the Eastern Lines, again on the Union's multiple runaround position, to Referee Preston J. Moore with no decision yet received.

It is obvious from this short history of Awards on these rules that a perpetual dispute could remain because of the conflicting Awards on this subject matter.

The parties agree to the following as a compromise in order to settle these matters once and for all:

- (1) In a situation where first out pool freight, unassigned and extra conductors or trainmen are run around, the payment provided for in this Article will be applied for each occasion run around. If run around twice at the same time, this will be construed as two runarounds. In cases of a trainman assigned to a pool crew, of course, the trainman is only run around once when a crew behind him runs around his crew once, even though two trainmen are on the one pool crew. In other words, the Union's multiple runaround theory is agreed to.
- (2) It is also agreed that under the application of said rules, that when pool freight, unassigned and extra conductors or trainmen are run around, only the first out pool freight, unassigned and extra conductor or trainmen will be allowed the runaround payment. In other words, the Carrier's rotary runaround theory is agreed to.

Note: Multiple runaround under this Agreement is where the first out crew or employee is run around more than once.

Rotary runaround under this Agreement is where more than one crew or employee is run around by the same crew or employee.

This does not in any way change our understanding of MEMORANDUM OF AGREEMENT of August 18, 1976 relative to on-duty runarounds under Conductors' and Trainmen's Article 15(f-1).

Signed at Chicago, Illinois this 19th day of August, 1976.

(Signatures not reproduced)

APPENDIX NO. 38

MEMORANDUM OF AGREEMENT entered into between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines (excluding Northern and Southern Divisions) and the United Transportation Union, Conductors' and Trainmen's Committee:

It is agreed:

In the application of Article 34, Paragraph 12, of the Agreement, pooled cabooses allowance:

1. Freight crews whose cabooses are pooled under this Agreement will receive the allowance when worked and/or dead-headed, including use in work train service, except when used to "dog catch" a crew which is not entitled to the allowance.
2. When a make-up (extra) crew is placed in the freight pool for a round trip due to absence of available freight pool turn, the make-up crew will be entitled to the allowance in the same manner as an assigned pool turn.
3. When a crew which is eligible to receive the allowance is ordered to deadhead in connection with a straightaway and/or turnaround trip, only one cabooses allowance will be paid for the combination of deadhead and service.
4. An assigned pool man deadheaded home account his pool turn run without him, such as in cases where Hours of Service Law prevents him from protecting the turn, will be granted the allowance in the same manner as though he was a part of his turn. This is not applicable if the man lays off because of personal reasons and later deadheaded of his own accord.
5. A. Extra or emergency men deadheading to or from vacancies will not be entitled to an allowance for the deadhead trip.
B. Extra or emergency men will receive no allowance until such time as they become a member of a crew that is eligible to receive the allowance, at which time they will be entitled to the allowance when working or deadheading with such crew.
6. Extra or emergency crews used for a trip(s), including work train service, who retain the

same caboose during all their service trip(s) will not be entitled to caboose allowance for service or deadhead. The deadhead is understood to mean with or without the same caboose and/or whether deadheaded by another form of transportation.

7. Extra or emergency men deadheading home account turn run without him, such as in cases where Hours of Service Law prevents him from protecting the turn or account laying off or personal reasons and later deadheads of own accord, will not be granted the allowance for the deadhead.

8. When two or more crews which are in assigned service share the same caboose, the allowance will be applicable.

Exception: This paragraph does not affect the application of Award 8, Public Law Board 777, copy attached hereto.

9. In the application of Article 15(a) of the Conductors' and Trainmen's Schedules, the pooled caboose allowance will not be applicable.

This understanding is reached for the sole purpose of properly applying the pooled caboose allowance on current disputes and is not to be used in support for either of the parties' position in any other dispute, nor is it intended to modify the basic agreements on issues not covered by this understanding.

Signed at Amarillo, Texas this 10th day of November, 1975.

Signed at Topeka, Kansas this 10th day of October, 1975.

(Signatures not reproduced)

Letter Agreement General Managers Briscoe and Fitzgerald to General Chairman Cantrill, May 20, 1976:

Referring to discussion in conference at Chicago last week concerning the payment of pooled caboose allowance to conductors and brakemen protecting special trains such as directors' specials, extra passenger trains, etc.

As indicated, the Carrier would be agreeable to allowing pooled caboose allowance when an entire chain gang crew is called for extra passenger service.

It was also understood that where the special trains or extra passenger service is protected from the extra board or by extra employees, the caboose allowance would not be payable. Likewise, any conductor or brakeman protecting regular passenger service would not be entitled to the pooled caboose allowance.

Letter Agreement General Managers Briscoe and Fitzgerald to General Chairman Cantrill, November 19, 1975:

Referring to recent dispute concerning application of Agreement dated October 10, 1975 and November 10, 1975 (application of pooled caboose allowance) to an extra crew used to "dogcatch".

We are agreeable to an understanding that extra crew(s) called to "dogcatch" will receive the allowance, except when used to "dogcatch" a crew which is not entitled to the allowance.

APPENDIX NO. 39

Letter Agreement General Managers Olson and Stuppi to General Chairmen Cartmill and Gloystein, October 30, 1969:

In the application of the first paragraph, Article 31 of the Agreement, which is effective as of November 1, 1969, the following interpretations will govern:

1. a. Carman assigned 7 days per week, November 1, 1965, subsequently reduced to 5 days, the penalty payment specified in the second paragraph of Article 31 will be payable during assigned hours on off days of revised assignment.
- b. Carman assigned 5 days per week, November 1, 1965, no air pay will be payable on off days of assignment, which may be changed, as long as remains only 5 day week assignment.
2. If the November 1, 1965 assigned hours of a carman is changed, the revised assignment will govern in the application of this rule until again changed or position discontinued.
3. If carman assignment at such terminal is blanked for any reason, the penalty payment specified in the second paragraph of Article 31 will be payable during regular assigned hours of such assignment.
4. It is also understood in the application of initial and final terminal delay and switching rules there will be no deduction made for penalty payments under Article 31.

In the application of the third paragraph of Article 31, only one penalty payment, whichever is greater (one hour or the penalty payment specified in the second paragraph of Article 31) will be made during each trip or tour of duty.

APPENDIX NO. 40

Memorandum of Agreement between Atchison, Topeka and Santa Fe Railway Company and its employees represented by the United Transportation Union (CT&Y), Eastern and Western Lines, including Northern and Southern Divisions (excluding Chicago Terminal).

The following shall be issued as an amendment to the current Operating Department Bulletin Books.

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

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

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

Signed at Chicago, Illinois, this 10th day November, 1977.

(Signatures not reproduced)

Letter Agreement, Vice President Elterman and General Chairman Cantrill, June 19, 1978:

Referring to our discussions last week in Chicago concerning Agreement of November 10, 1977, covering employees laying off account illness or injury.

As stated, a case has occurred involving a doctor's letter which did not contain a specified period of time. We indicated to you such a letter did not comport to the intent of the Agreement and it was our feeling a letter of this nature should have a 45-day limitation calculated from the date of the letter.

If you concur that any doctor's letter of recommendation which does not contain a specific period of time will be limited to 45 days from date of issuance, please sign in the space provided below.

APPENDIX NO. 41

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

IT IS AGREED:

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

1. a. When discipline has been assessed as a result of a formal investigation and the decision as rendered by the Company is not satisfactory to the employee, an appeal must be taken from that decision. The affected employee or his representative must make the appeal in writing to the Superintendent within sixty (60) days from the date of advice of the assessment of discipline to the employee.
 - b. If the appeal is to be denied by the Superintendent, he must within thirty (30) days from date of such appeal, notify the employee and his representative, in writing, the appeal is denied.
 - c. If the decision is not satisfactory to the affected employee or his representative, a request for conference may be initiated within thirty (30) days from the date of the decision of the Superintendent or appeal the claim within sixty (60) days to the General Manager who is the Carrier's highest officer of appeal for cases involving discipline.
 - d. When a conference is held with the Superintendent, the sixty (60) day period for appeal to the General Manager will start running as of the date the Superintendent advises the employee and his representative in writing, the result of the conference.
2. If the appeal is to be denied by the General Manager, he must notify the General Chairman, in writing, within sixty (60) days of the date of the appeal, giving the reasons for such declination.

3. Decision by the General Manager shall be final and binding unless within eighteen (18) months from the date of said officer's written decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employee or his duly authorized representative and such officer is so notified. It is understood, however, that the parties may, by agreement, in any particular case, extend the eighteen (18) month period herein referred to.
4. If the decision of the General Manager is not satisfactory, the General Chairman must request a conference with respect to the specific claim within the eighteen (18) month period referred to in paragraph 3. If the General Chairman requests in writing a conference within sixty (60) days of the date of the written decision of the General Manager, the eighteen (18) month period shall not commence until the date of the written decision of the General Manager following such conference.
5. With respect to appeals involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.
6. If there is a failure to comply with the time limit provision of this agreement by either party, the matter shall be considered closed, and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of either party for the handling of other similar discipline cases.
7. This agreement will not apply to requests for reinstatement on a leniency basis.
8. This agreement shall supersede all prior agreements, understandings or practices with respect to progression of claims and/or appeals involving matters of discipline.

This agreement will become effective May 1, 1977 and shall remain in effect subject to change under provisions of the Railway Labor Act, as amended.

Signed at Albuquerque, New Mexico this 13th day of April, 1977.

(Signatures not reproduced)

APPENDIX NO. 42

Letter Agreement General Managers Briscoe and Fitzgerald to General Chairman Gloystein, November 22, 1974:

Referring to your C-142.22(1) and C-142.22(x-5) November 18, 1974, requesting revision of Article 23(N-5) of the Conductors' Schedule to include:

"conductors absent on verbal authority for ten (10) days or less, who are absent throughout the entire posting period, will be considered as coming within the provisions of Article 23(N-5)."

We are agreeable to your request and will arrange to place same in effect December 1, 1974.

Letter agreement, Assistant to Vice President Kirkpatrick of the Carrier to Vice President Coyle, Brotherhood of Railroad Trainmen, February 17, 1944:

* * * that Article 23(a) of the Trainmen's Agreement, * * * would hereafter be applied literally, and that a brakeman not on leave during the entire period of posting, who fails to file bid for a posted vacancy, will not be permitted, upon return from leave of absence, to displace a junior successful applicant for such vacancy. This understanding is without prejudice to present practices under which brakemen returning from leaves of absence are permitted to take vacancies posted during their absence which have been bid in by junior brakemen. This means, however, that such brakemen must be absent throughout the entire posting period and that they may not so displace on vacancies which were posted before the date their absence started or which expired after their return.

APPENDIX NO. 43

Letter Agreement Director Labor Relations Kennedy to General Chairman Cantrill, January 25, 1977:

Referring to the revision of Article 23(a), paragraph 2, of the Agreement:

The record indicates it was understood, in negotiation of this rule, that the so-called Hurley Ore Runs may be advertised without stating the number of trips to be made.

APPENDIX NO. 44

ARTICLE VIII - EMPLOYMENT OF FIREMEN

Section 1.

Subject to the provisions of Section 2 and the carriers' legal obligations, in the employment of firemen (helpers) employees represented by the United Transportation Union who have established seniority as conductor (foreman), brakeman (yardman-switchman), hostler or hostler

helper (but without seniority as a locomotive fireman) will be considered for transfer to positions of locomotive firemen (helpers) in preference to hiring individuals who have not established seniority with the carrier in any class or craft.

Section 2.

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

Section 3.

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

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

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

APPENDIX NO. 45

Letter Agreement Vice President Jones to General Chairman Cantrill, August 11, 1977:

Referring to phone conversation concerning application of Article 17(j) of the Agreement:

We would be agreeable to modify Article 17(j) to the extent indicated below, on a trial basis, subject to cancellation by the serving of ten (10) days written notice by either party on the other party.

"Assigned pool freight Conductors and Brakemen will not be required to 'have accumulated eight (8) consecutive hours chargeable to the Hours of Service Law' in order to call for rest after working into their home terminal.

The above application may be placed into effect only after notice is received from the Local Chairman of desire to do so at a specific location."

APPENDIX NO. 46

Letter Agreement General Managers Briscoe and Stuppi to General Chairman Gloystein, February 14, 1974:

Referring to our discussions at Topeka, February 13 and 14, 1974 in connection with method to be utilized in application of Article 17, Conductors' and Brakemen's Agreement.

As discussed, individual instances have, over a great number of years, been paid in various fashions. Basically, these variations have been as result of inconsistent and/or misunderstood applications of the provisions of Article 17 when crews were properly tied up under the Hours of Service Law, after having sufficient hours on duty on that trip (not aggregate service).

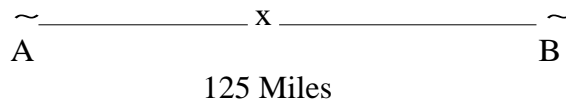
In an effort to eliminate this condition, following review of First Division Awards 5399, 6274, 7949 and 10808, as well as Special Board of Adjustment No. 7, Awards 169 and 218, we have concluded the principles set forth in those foregoing Awards should prevail. Generally, our cases will fall in one of the two categories for pay purposes. Examples concerning the application are appended hereto for further reference.

Furthermore, in an effort to eliminate any future misunderstanding as to the application of that portion of Article 17(g) reading "If a crew leaves a terminal" and "The hours on duty refer to the time of this particular trip" it was understood in those instances where crew is called for a continuous trip between 2 points, that would cause operation through a point recognized as requiring payment of a new day, the call from terminal to terminal would govern insofar as concerns the application of Article 17(g), and the pay rules, because a separate day is required out of a point en route, would not modify the trip to so-called aggregate services.

It was also understood, while not stated on the attachment hereto which sets forth the various examples, that as and when the crew arrives at the terminal to which towed or deadheaded, they will be marked in their respective turns as governed by the schedule rules.

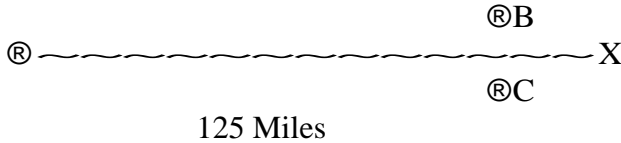
The following are examples of intended applications. While these are examples, there could be variations to the operations other than what is shown herein, regardless, the principles will still apply. It is understood these guidelines are only applicable when the crew is not "rested" or, in other words, given legal rest under the Hours of Service Law and following same required to continue on their original trip.

1. Crew is called at Point A to operate to Point B, however, is overtaken by the Hours of Service Law at X. Crew is towed or deadheaded to Point B, point for which originally called. Distance between Points A and B, 125 miles.



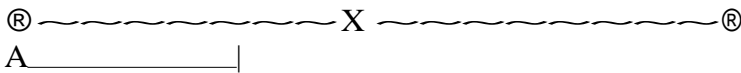
Crew will be allowed continuous time from time of reporting on duty at Point A until crew's arrival and tie up at Point B, with overtime accruing after 10 hours, crew to be marked up, as per schedule rules, upon arrival at bulletined off duty point.

2. Crew is called and deadheaded as per Example 1; however, the train is taken by a relief crew from Point X to Terminal C.



Payment and handling of the crew called for service A to B will be the same as in Example

- 1.
3. Crew is called the same as in Example 1 and overtaken by the Hours of Service Law at Point X, at which point the train is given to a relief crew who handles same on to Point B. Crew caught by the Hours of Service Law, however, deadheaded back to Point A.



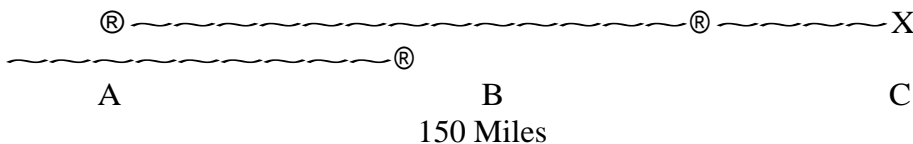
Due to the fact the crew did not proceed to Point B, the point for which called, he cannot be considered as having "run the train to such terminal". Crew will therefore be allowed continuous time based on miles run up until the time deadhead commences and deadhead allowance from Point X to Point A, such deadhead to be under Article 12.

4. Crew is called, overtaken by the Hours of Service Law, and the train is handled by relief crew in the same fashion as in Example 3, however, the crew in lieu of being deadheaded to terminal A are deadheaded to terminal C.



Payment to the crew will be the same as detailed for Example 3.

5. Crew is called from Point A to go to Point C, Point B having at one time been a location where it was an away from home terminal for chain gang crews. Distance, A to C, 150 miles. Crew passes point B after eight hours on duty but is relieved at Point X due to having accumulated a total of 12 hours on duty.



Crew would receive 100 miles for the Trip A to B (80 miles run) and would commence a new day for pay purposes upon departure of Point B. However, in application of Article 17(g), they will be considered as properly tied up under the Hours of Service Law at Point X account having 12 hours on duty on "that trip" and not 4 hours on duty on "that trip".

Note: If crew is tied up at Point B, rules governing aggregate service will apply unless crew is fully rested when resuming duty.

Where the phrase deadhead is used herein, it is understood to mean deadhead regardless of the mode of transportation utilized. Also, work trains and/or wreck trains are not to be considered as coming within the application of Article 17 of the current Conductors' and Trainmen's Agreement.

APPENDIX NO. 47

Letter Agreement General Managers Briscoe and Stuppi to General Chairman Gloystein, December 5, 1973:

In connection with Letter of Understanding date, resolving claims of yardmen at Corwith and Argentine for continuous time when released under Hours of Service Law at other than their off-duty point.

In the application of this understanding, it was agreed under Awards 36 and 37, Public Law Board No. 777, Carrier would allow continuous time until crew picked up for movement to point where meals and lodging are available. Crew will be considered under pay upon expiration of the minimum legal period of rest at the lodging point; however, for the time spent transporting the crew between the point of lodging and tie-up point of train, no allowance will be made either in time or deadhead miles.

For example: Crew tied up at Point A at 1030 pm where meals and lodging not available with 10' 30" on duty. Crew waits 30 minutes for taxi to transport them to Point B to secure meals and lodging and arrives Point B at 11:30 pm, at which time they commence eight (8) hours' rest. Crew is picked up at Point B at 7:30 am and transported to Point A to resume duty, arriving at 8:00 am.

Under the foregoing example, crew would be entitled to continuous time up to 11:00 pm and would be back under pay commencing at 8:00 am the following morning.

Also it was understood the foregoing would apply unless it shall be held by U. S. Federal Court as contrary to proper application of the Federal Hours of Service Law.

APPENDIX NO. 48

Letter Agreements General Managers Fitzgerald and Briscoe to General Chairman Cantrill, October 26 and November 5, 1976:

1. Vacancies originating at the away-from-home terminal for conductor pilots on light engines, detour moves, etc., will be protected by using the proper unassigned chain gang emergency conductor available at the point under Section (F) of the Single Seniority Agreement and a chain gang brakeman will be jumped up to fill out the crew(s) so it (they) can be run in proper turn. When the emergency conductor returns to the away-from-home terminal, he will be placed on the first chain gang brakeman's vacancy for which he is available and will work back to the home terminal as a brakeman.
2. If there is no emergency chain gang conductor available on a crew at the away-from-home terminal, the first out assigned chain gang conductor will be used under Article 6(c-1) of the Schedule and the brakemen will be held under those rules.

* * *

This Agreement will become effective December 1, 1976, and will remain in effect until modified or cancelled by twenty (20) days written notice by either party.

APPENDIX NO. 49

Letter Agreement General Manager Olson to General Chairman Gloystein, December 11, 1972:

Your R-142.2(d) and others, November 27, 1972, regarding establishment of an Article 3 rate for conductors and brakemen on the "Santa Fe Local":

We are agreeable to establishing such a rate for the Second, Third and Fourth Districts of the Colorado Division as now constituted, based on the standard 58⁰ differential over the through freight rate for conductors and the corresponding Santa Fe differential of 46⁰ over the through freight rate for brakemen.

APPENDIX NO. 50

Letter of Understanding General Managers Briscoe and Stuppi to General Chairman Gloystein, May 20, 1974:

Referring to your letter of May 7, 1974, file C-142.22(x-4) and others, concerning one or two recent cases where a chain gang conductor was occupying a temporary vacancy and was

assigned to a permanent chain gang vacancy as a result of his request:

So that the handling will be consistent on all territories, we are issuing instructions to the Superintendents that in such cases the conductor should remain on the temporary chain gang vacancy until the regular incumbent returns, following which he will have displacement rights and can displace on the permanent chain gang vacancy which was filled in the interim, seniority permitting. This will not prevent the conductor occupying such temporary chain gang vacancy from bidding in an assigned run which is advertised during this period. There are several seniority districts which have more than one chain gang pool and it is understood that the conductor occupying a temporary vacancy in one chain gang pool would not be prevented from making request for and being assigned to a vacancy in another chain gang pool.

The foregoing will also apply to brakemen.

APPENDIX NO. 51

For the purpose of establishing a program applicable to employees subject to the rules of the Operating Department and to provide instruction and review classes in connection therewith, effective January 1, 1977:

IT IS AGREED:

- (1) The Carrier will determine the frequency of the program, i.e., annually, biennial, etc.
- (2) The program for each employee shall consist of a total of eight (8) hours.
- (3) The eight hours may be taken in one session or in two four (4) hour sessions. When taken in one day, there will be a break of not less than one hour between the four hour sessions.
- (4) The instruction and review classes shall consist of oral presentation and multiple choice examination.
- (5) Failure to satisfactorily pass the required examination on first attempt will necessitate a second attempt by the employee within a period not to exceed 30 calendar days from date of first failure, exclusive of any period he is on formal leave of absence or vacation. Written notification by the employee of his availability for the required examination within the period specified herein will be considered as having met the time limit requirements of this Section 5.
- (6) An employee who fails to satisfactorily pass the required examination on second attempt will be suspended and will remain suspended from service until he satisfactorily passes the required examination, which attempts will not be more than 60 calendar days from date of

last attempt, even if necessary to schedule special class.

Note: At the end of each calendar year, if requested by either party, a meeting will be held to review the provisions of Section 6 for the purpose of mutually agreeing to its continuance. Should the parties fail to reach a mutual understanding concerning its continuance, Section 6 will be removed from this Agreement.

(7) If an employee does not comply with the time limits prescribed in Section 5 hereof, he will be considered as having failed the examination.

(8) An employee, who earlier in the year, was promoted to engineer, conductor or engine foreman has undergone an examination on the operating rules, as required by other Company rules, will not be subject to this program in the same calendar year. An employee must, however, undergo, and be credited with, satisfactorily passing an examination for each calendar year for which classes are held.

(9) It will be the employee's responsibility to attend the instruction and review classes from February 1 through May 31st. No regularly scheduled classes will be held during the months of June, July and August. Those employees not attending classes voluntarily on or before May 31st will be instructed by the Carrier commencing September 1st to attend classes at a time designated by the Carrier. Employees will not be required to attend rules classes during their assigned vacation period. Employees required to attend classes at other than their terminal of assignment, which requires deadheading, will be paid the applicable deadhead rate in addition to the allowance provided herein. When an employee satisfactorily passes the required examination, the employee will be compensated in the amount of \$95.10 subject to subsequent general wage increases. The base of \$50.00 will be frozen for the years 1977, 1978 and 1979.

Signed at Chicago, Illinois this 14th day of December, 1976.

(Signatures not reproduced)

APPENDIX NO. 52

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the Brotherhood of Locomotive Engineers and the United Transportation Union, Conductor's, Trainmen's and Enginemen's Committees, providing for the manning and operation of Track Geometry Test Car Equipment, when handled in a special train separate and apart from assigned or unassigned freight or passenger service.

IT IS AGREED:

- (1) The Special Train will not exceed 5 cars consisting of test equipment and business cars, and when necessary to utilize steam generator equipment, it will be given a count as one

of the 5 cars. Crew will not be required to switch to handle other cars. Caboose will not be used in operation of this Special Train.

- (2) The crew of a Special Train will consist of not less than an engineer, conductor and one brakeman.
- (3) Where yard contracts are in effect this service will be limited to the main line and TCS auxiliary tracks.
- (4) The Special Train will be in work train service, whether or not any testing is performed during a tour of duty, and rates of pay for that class of service will apply. Crews will be compensated for actual miles run or hours on duty, whichever is the greater with a minimum of 100 miles. (The intent of the preceding sentence is to reflect an understanding that Northern and Southern Division crews will be compensated on the same basis as under rules in effect on the Eastern, Western and Coast Lines.) All schedule rules governing the operation in temporary or regular work train service will apply except as specifically excepted herein.

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

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

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

Signed at Los Angeles, California this 10th day of August, 1973.

(Signatures not reproduced)

APPENDIX NO. 53

MEMORANDUM OF AGREEMENT entered into between The Atchison, Topeka and Santa Fe Railway Company - Eastern Lines and its employees represented by the Brotherhood of Locomotive Engineers, the Order of Railway Conductors and Brakemen, Brotherhood of

Locomotive Firemen and Enginemen, and the Brotherhood of Railroad Trainmen in complete settlement of the Section 6 Notices served upon the Carrier by the Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Railroad Trainmen under date of April 22, 1965, and by the Brotherhood of Locomotive Engineers and the Order of Railway Conductors and Brakemen under date of May 4, 1965, requesting that the point of interchange between The AT&SF Railway and the TP&W Railroad at Lomax, Illinois, not be changed except by agreement, and in full disposition of mediation proceeding in Case No. A-7476:

IT IS AGREED:

Section 1. In consideration of the protective benefits provided, the Organizations signatory hereto are agreeable to the Toledo, Peoria and Western Railroad Company crews operating under trackage rights over a portion of the line of railroad of The Atchison, Topeka and Santa Fe Railway Company between Lomax, Illinois and Shopton, Iowa, and providing for interchange of cars between these railroads at Shopton, Iowa.

Section 2. All Engineers, Conductors, Firemen (Helpers) and Brakemen of this Carrier on any road seniority roster, First and Second District, Illinois Division, who have a seniority date prior to April 12, 1967 shall be designated as "protected employees" and will be considered eligible to participate in the protective benefits of this Agreement, subject to the qualifications outlined herein, until such employees leave the service by reason of resignation, death, retirement or dismissal for cause in accordance with existing agreements. A "protected employee" under this agreement who is dismissed for cause and is later restored to service with seniority and other rights unimpaired will retain his previously acquired protected status.

Section 3. A protective allowance fund will be accrued by the Carrier for distribution to qualifying employees. This fund will be computed on the basis of the following:

Each time a TP&W crew makes a trip, Lomax to Shopton and return, Carrier will credit the protective allowance fund for each craft with a payment of 57 miles at the through freight rate for each member of a standard pool freight crew, i.e., one engineer, one fireman (helper), one conductor and two brakemen. For the purpose of this computation the rates for engineers and firemen (helpers) will be based on an average weight on drivers of 700,000 pounds and less than 750,000 pounds; for conductors and brakemen, payment under Article 6(g) of their working agreement is to be obtained by adding to the amount due for handling less than 81 cars (now 20~), ~ of the next higher increment (now 35~), producing an average car scale rate of 37.5~. This average car scale rate will be subject to adjustment on the same formula in the event of general increases or changes in the car block scale.

Section 4. A statement reflecting the number of TP&W crews making a trip Lomax to Shopton and return during each calendar month will be furnished to the General Chairmen of the Organizations signatory hereto.

Section 5. Payment of protective allowance shall be made only to those "protected employees" who perform unassigned or pooled freight crew service or service in lieu thereof, on the First and Second Districts of the Illinois Division. The period for computation of such service and the accrual of the protective allowance defined in Section 3 hereof will begin on the date TP&W crews begin operations on Santa Fe trackage between Lomax and Shopton, continuing to and including November 30, 1967 and thereafter from December 1 of each year to November 30 of each succeeding year.

Section 6. Each "protected employee" who performs unassigned or freight pool crew service, or service in lieu thereof, during the periods specified in Section 5 hereof will be paid his pro-rated share of the protective allowance funds accumulated to the account of his craft under the provisions of Section 3 hereof.

Section 7. The protective allowance accumulated for employees of each separate craft covered by this agreement shall be distributed at the time specified herein in the following manner:

A unit count will be credited to each individual in each craft which normally forms the complement of a standard chain gang or freight pool crew on each occasion a pool freight crew performs unassigned or pool freight service, or service in lieu thereof, on the First and Second Districts, Illinois Division. This unit count will be credited to the account of the respective crafts in each instance whether the crew representative on the particular trip is a protected or non protected employee, under the terms of this agreement, or one of the crew positions is blanked.

The craft unit count will be accumulated and at the end of the accounting period will be used separately by crafts as a divisor of the monetary protective allowance for the specific craft, the result being identified as "entitlement per trip". To obtain the proportionate share of the accumulated protective allowance due each protected employee the "entitlement per trip" will be multiplied by the number of trips performed by the individual in unassigned or pool freight service. The "entitlement per trip" covering non-protected crew members or representing blanked positions will not accrue to the employees.

Section 8. Protective allowance payments will be made to qualifying employees by separate checks on or near the middle of December each year.

Section 9. Lomax, Illinois will be discontinued and Shopton, Iowa established as a point for interchange of cars between TP&W and Santa Fe.

Section 10. TP&W crews will be permitted to set out bad order equipment on Santa Fe trackage at Lomax or at points between Lomax and Shopton, and after necessary repairs have been made to such equipment it may be handled by Santa Fe crews as a part of their trains. In addition, TP&W crews will use the AT&SF Lines only in connection with the bridging of its trains containing only cars received from or to be delivered to The Atchison, Topeka and Santa Fe Railway Company in interchange, between the terminal of Shopton and the town of Lomax, and

that the Toledo, Peoria and Western Railroad Company shall not use any industry, team, loading, unloading, or other similar tracks, at any time, located along or leading from the said line.

Signed at Chicago, Illinois, this 12th day of April, 1967.

(Signatures not reproduced)

APPENDIX NO. 54

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

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

(From Article V, August 25, 1978 National Agreement)

APPENDIX NO. 55

Letter Agreement General Managers Briscoe and Fitzgerald to General Chairman Cantrill, October 28, 1975:

Referring to conversation several days ago concerning the National Agreements providing for the use of yardmen to serve industries outside the switching limits, particularly the "pay-back" provisions thereof:

In connection with road men bidding in yard assignments that have been offered to road men under the "pay-back" provisions of the National Agreements, we are agreeable that such road men, in the future, will not be permitted to give up or bid off of the same during the period of the "pay-back" assignment. In such cases the road men would be required to remain on the assignment for the duration unless displaced by the seniority rules.

The foregoing would not apply to any road men presently occupying "pay-back" assignments and such assignments in the future should be limited to approximately thirty (30) calendar days.

APPENDIX NO. 56

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

In connection with the Carrier's desire to eliminate eye injuries and/or incidents through the process of having all on duty employees, not exclusively assigned to inside or office duties, wear glasses.

IT IS AGREED:

- (1) Employees will be required to wear glasses while on duty and working, and will have the option of wearing any type or pair of glasses of their choosing so long as the glasses worn meet the Carrier's medical visual requirements in the employee's particular case.
- (2) Employees will no longer be required to wear industrial safety glasses.
- (3) The wearing of side shields on glasses will be optional for those employees who desire to use them; and they will be supplied by the Carrier on request.
- (4) Employees whose vision condition requires prescription glasses in order to meet Carrier medical requirements, may, if they desire, secure a pair of clear and/or color industrial safety prescription glasses through the Carrier's American Optical Program, and it will pay for the frames and case, and the employee will pay for the lenses and any other associated cost.
- (5) Plano glasses, i.e., non-prescription, will continue to be made available in both clear and color lenses in several styles without cost to employees.
- (6) Replacement glasses will be made available at the Carrier's expense in the same manner as the original glasses were secured when defective and/or worn out and returned.
- (7) The Carrier will provide plano glasses, i.e., nonprescription glasses, at on duty points for employees who have forgotten their glasses, i.e., non-prescription, and those employees will return same at the completion of their tour of duty.
- (8) Employees performing service in the rain or fog may remove same while working when, in their opinion, their vision would be improved by removing their glasses.

- (9) Carrier will not over-react with discipline procedures in cases where employees have not fully complied with this eyeglass program.
- (10) In the future, the Carrier will not be subject to any cost in behalf of any employee other than specifically set forth in Items 3, 4, 5 and 6, hereof.

The foregoing is in complete disposition of Section 6 Notice dated July 25, 1977.

Signed at Chicago, Illinois this 5th day of August, 1977.

(Signatures not reproduced)

APPENDIX NO. 57

ARTICLE VIII - USE OF COMMUNICATION SYSTEMS

Section 1. It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employees covered by this Agreement. Existing rules to the contrary are hereby eliminated.

Section 2. On roads where rules now exist which provide for the payment of arbitraries to employees for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

Section 3. Portable radios hereafter purchased for the use of and carried by ground service employees in yard and transfer service will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Portable radios used by ground service employees in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.

Section 4. The size and weight of portable radios used by ground service employees in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three pounds.

Section 5. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

Section 6. At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

(From January 27, 1972 National Agreement)

(See Appendix 75)

APPENDIX NO. 58

ARTICLE X - ROAD-YARD MOVEMENTS

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

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.

This Article shall become effective fifteen (15) days after the date of this Agreement.

(From Article X of National Agreement August 25, 1978)

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ARTICLE XI - COMBINATION ROAD-YARD SERVICE ZONES

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

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

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

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

- (c) The use of yard crews in Road-Yard Service Zones established under this Article may not be used to reduce or eliminate road crew assignments working within 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 specified service outside of switching limits under the following conditions:

- (a) Road-Yard Service Zones for purposes of this Section 2 are limited to a distance not to exceed fifteen (15) miles for the purpose of handling disabled trains or trains tied up under the Hours of Service Act. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.
- (b) Within Road-Yard Service Zones, yard crews may be used to handle disabled road trains or those tied up under the Hours of Service Act outside their final terminal without penalty to road crews. For such service yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits.
- (c) Nothing in this Section 2 is intended to impose restrictions with respect to handling disabled road trains or those tied up under the Hours of Service Act beyond the 15 mile road-yard service zones, established under this section where restrictions did not exist prior to the date of this agreement.
- (d) This Section 2 shall become effective unless a carrier elects to preserve existing rules or practices by notifying the authorized employee representative within fifteen (15) days

after
the date of this agreement.

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

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

APPENDIX NO. 59

ARTICLE VII - INTERCHANGE

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

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

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

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

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

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

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

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

This rule shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date.

(From Article VII of January 27, 1972 National Agreement)

(See Appendix 60)

APPENDIX NO. 60

ARTICLE XIII - PROTECTION OF EMPLOYEES

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

Section 1. Definitions.

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

- (a) "Implementation" means the application and implementation of the provisions of Article VII - Interchange, Article IX - Road-Yard Movements, or Article XII - Interdivisional Service of this Agreement.
- (b) "Displaced Employee" means a carrier employee represented by the UTU who as a result of an Implementation is placed in a worse position with respect to his compensation.
- (c) "Dismissed Employee" means a carrier employee represented by the UTU who as a result of an Implementation is deprived of employment with the carrier because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of an Implementation.
- (d) "Protective Period" for employees covered by Section 2(a) of this Article means that period of time during which a Displaced or Dismissed Employee is to be provided protection hereunder. The Protective Period for such employee shall extend from the date he is displaced or dismissed for a period of time equal to the length of time which such

employee has seniority in the craft or class at the time he is adversely affected. In no event, however, will the Protective Period extend beyond the employee's 65th birthday. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern. In the event such a

Displaced

Employee elects to remain in the carrier's service after the first day of the month following

the month he attains age 65, he will no longer receive any of the protective benefits of this

Article XIII and the carrier may terminate on the same seniority district the protective benefits then being provided the junior Dismissed or Displaced Employee receiving protection under this Article on such seniority district on a one-for-one basis.

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

Section 2. Coverage.

- (a) Subject to the other provisions of this Article, the protective benefits of Sections 3, 4, 5, and 6 of this Article XIII apply to:

Article (1) Employees adversely affected directly or indirectly by an Implementation of XII - Interdivisional Service.

(2) Regularly assigned employees assigned to yard crews that regularly spend more than 50 percent of their time in interchange work who are adversely affected as a result of an Implementation of the reciprocal interchange provisions of Section 5 of Article VII - Interchange. (Such employees will be determined by a joint

check

based upon the work performance of the involved yard crews for the 30 working days prior to the Implementation.)

(3) Regularly assigned employees assigned to interchange or transfer crews adversely affected by the interchange of solid trains provision under Section 1 of Article VII - Interchange.

(4) Employees of Terminal Companies adversely affected either directly or indirectly by the interchange of solid trains provisions under Section 1 of Article VII - Interchange.

- (b) Subject to the other provisions of this Article, the protective benefits provided in Sections 4 and 5 of this Article XIII will be accorded to any employee of the carrier adversely

affected by Article VII - Interchange, other than those covered by subparagraphs (2) and (3) of Section 2(a) of this Article XIII, or Article IX - Road-Yard Movements.

- (c) The protective provisions of this Section as applied to Terminal Company employees will include, in addition to the above, the exercise of seniority and acceptance of employment on the involved line-haul carriers, engine service employees being required to accept engine service employment and ground service employees being required to accept ground service employment. The involved line-haul carriers will make appropriate arrangements in connection with subparagraph (a)(4) of this Section and the foregoing.

Section 3. Displacement Allowance.

- (a) So long during his Protective Period after a Displaced Employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.
- (b) Each Displaced Employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed service immediately preceding the date of his displacement as a result of the Implementation (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above "total compensation" and the "total time for which he was paid" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Displaced Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.
- (c) If a Displaced Employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.
- (d) If a Displaced Employee fails to exercise his seniority rights to secure another position

available to him which does not require a change in his place of residence, to which he is

entitled under the Schedule Agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

- (e) The displacement allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement or dismissal for justifiable cause.

Section 4. Dismissal Allowances.

- (a) A Dismissed Employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Dismissed Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.
- (b) The dismissal allowance of any Dismissed Employee who returns to service with the carrier shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 3.
- (c) The dismissal allowance of any Dismissed Employee shall be reduced to the extent that his combined monthly earnings in other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the carrier shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employee in employment other than with the carrier, and the benefits received.
- (d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible

with the carrier from which he was dismissed after being notified.

Section 5. Separation Allowance.

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

Section 6. Fringe Benefits.

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

Section 7. Seasonal Fluctuations and Declines in Business.

- (a) In the event of a decline in a carrier's business measured by the net revenue ton-miles in any 30-day period compared with the net revenue ton-miles for the corresponding period in the preceding calendar year, the number of employees who are receiving dismissal or displacement allowances may be reduced at any time during the said payroll period to the extent of one percent for each one percent decline. Such reductions in protected employees shall be made in inverse seniority order. Upon restoration of a carrier's volume of net revenue ton-miles employees must be returned to their protective status to the extent of one percent for each one percent rise in net revenue ton-miles. In the case of Terminal Companies, the decline in business shall be measured by the total number of loaded and empty cars received from and delivered to connecting carriers, including the number of loaded and empty cars handled in solid interchange trains, in any 30-day period compared with the volume of such interchange in the corresponding period in the preceding calendar year.
- (b) In the event that an employee receiving a displacement allowance is subsequently placed in a worse position by reason of a seasonal fluctuation or a decline in business, so long as he continues in such position for that reason the amount paid him as his displacement allowance shall continue unchanged.
- (c) In the event that a Displaced Employee is deprived of employment with the carrier as a result of a seasonal fluctuation or a decline in business, his dismissal allowance shall be the amount which was being paid him as his displacement allowance. An employee other than a Displaced Employee who is deprived of employment as the result of a seasonal

fluctuation or a decline in business shall not be paid any protective benefits under this Article XIII.

Section 8. Arbitration of Disputes.

- (a) In the event the carrier and the UTU are unable to settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this Article within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the UTU or the highest officer designated by the carrier, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree upon a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.
- (b) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.
- (c) The salaries and expenses of the neutral member shall be borne equally by the parties to the processing and all other expenses shall be paid by the party incurring them.
- (d) In the event of any dispute as to whether or not a particular employee was adversely affected by an Implementation, it shall be his obligation to identify the adverse effect and specify the pertinent facts relied upon. If the facts so stated are sufficient to support a finding that the employee was so adversely affected by an Implementation, it shall then be the Railroad's burden to disprove those facts or prove that other factors affected the employee.

Section 9. Any Displaced Employee required to change his residence because of the Implementation of Article XII - Interdivisional Service shall receive the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement except that he will be allowed 5 working days instead of "two working days" as provided in Section 10 of said Agreement, and in addition to such benefits shall receive a transfer allowance of \$400.00. The National Mediation Board is substituted for the Interstate Commerce Commission in Section 11(d) of said Agreement. Change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

Section 10. If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms, conditions, responsibilities and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article. There shall be no duplication or pyramiding of benefits to any employees.

(From Article XIII of January 27, 1972 National Agreement)

APPENDIX NO. 61

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

IT IS AGREED:

- (1) The Carrier's Eastern and Western Lines, including the Northern and Southern Divisions, and the United Transportation Union (CT&Y) agree, insofar as possible, on certain like or repeater claims as riders on one or more pilot claims to either be resolved in conference by the parties or submitted to Public Law Board. Both parties will accept and be governed by the settlement or Board Awards with respect to the pilot and rider claims but are not obligated to dispose of future claims on the basis of such Awards if any are palpably erroneous or do not follow the agreement rule(s).
- (2) The Carrier's Eastern and Western Lines, including the Northern and Southern Divisions, and the United Transportation Union (CT&Y) will, as far as possible, agree on "continuing claims" and one or more pilot claims on which the other claims will ride. It will not be necessary for the General Chairman to appeal the rider claims but such claims must be timely filed with the Centralized Timekeeping Bureau and the declinations retained by the Organization. The Organization will furnish a list which will contain claimant's name, date of claim and CTB file number of subsequent rider claims to the appropriate General Manager on or about every sixty days. It is not the intention that the sixty days would serve as a basis for alleged time limit violation and in supplying a list of claims to the Carrier, the Organization will not have to repeat listings that were already forwarded at an earlier date. Only additional claims with names, dates and file numbers will be sent for each subsequent period. The pilot claims can be resolved either by conference between the parties or a Public Law Board. In either case, both parties will observe the settlement or Award for the claims listed, but as in No. 1 above, are not obligated beyond the immediate claims.
- (3) The Carrier's Eastern and Western Lines, excluding the Northern and Southern Divisions, and the United Transportation Union (CT&Y) will, when their disputes and rules are the

same on both Grand Divisions, attempt to set up joint Boards so that Awards can be applied with consistency on both territories.

- (4) The Carrier's Eastern and Western Lines, excluding the Northern and Southern Divisions, and the United Transportation Union (CT&Y) will make a special effort to resolve issues and interpretations of the various Agreement rules over which the greatest volume of claims are pending. To the extent possible, this will be done jointly by the Eastern and Western Lines so that the same interpretations will prevail on both territories. It is understood that to accomplish the latter, the utmost cooperation of the parties will be required and a "give and take" attitude must prevail.
- (5) All claims on the rider list must be handled by the Organization in accordance with the time limit provisions, i.e., within the 90 days specified from the date of declination by CTB. It will not be necessary to "conference" any claims listed as "riders".
- (6) The Carrier will then have 90 days from date of the Organization's letter within which to review that list to determine whether or not any exceptions will be taken to particular claims included as riders on a specific pilot case. If no exception is taken within this time limit, the entire list will be considered as riders.
- (7) On any claims the Carrier feels cannot be included as riders on a pilot claim, the Organization will be so notified in writing, and will then have 90 days from the date of the Carrier's letter of notification to handle those claims as a regular appeal claim.
- (8) This Agreement does not prohibit the Organization from utilizing the time limit on claims rule as it now exists instead of this Agreement if desired by the General Chairmen on any particular claim or claims.

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

(Signatures not reproduced)

APPENDIX NO. 62

MEMORANDUM OF AGREEMENT

between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
(EASTERN AND WESTERN LINES)

and

UNITED TRANSPORTATION UNION - (C) (T) (E)

Relating to the establishment of interdivisional freight service to operate (or deadhead) to and/or from Arkansas City, Kansas and Gainesville, Texas, in accordance with Section 1 of Article XII of the National Agreement dated January 27, 1972.

Note: As used in this Agreement, the term "inter-divisional service" includes interdivisional, interseniority district, irregular and unassigned freight service operating out of either home terminal and through Purcell and the provisions hereof are applicable only to crews engaged in interdivisional service.

SECTION I

- (a) Purcell, Oklahoma will be eliminated as an away-from-home terminal for crews in interdivisional service.
- (b) Arkansas City will continue to be the home terminal for Oklahoma District, Middle Division crews and Gainesville, Texas will continue to be the home terminal for first District, Northern Divisional crews, with Enid being an away-from-home terminal for crews from both territories.
- (c) Interdivisional service in the territory involved will be protected as follows:
 - (1) Through trains Gainesville to Arkansas City, or vice versa, will be protected by pool crews as outlined in Section II(a) of this agreement.
 - (2) Eastbound service (working or deadheading) out of Gainesville, destined Enid, will be protected by Gainesville interdivisional crews.
 - (3) Turnaround service (working or deadheading) out of Gainesville through Purcell, short of Arkansas City or Enid, will be protected by Gainesville interdivisional crews.
 - (4) Turnaround service (working or deadheading) out of Arkansas City through Purcell, short of Gainesville, will be protected by Arkansas City interdivisional crews.
 - (5) Trains operating Arkansas City to Enid will be protected by Arkansas City interdivisional crews when such crews are to be subsequently used to Gainesville.

extra Note: All unassigned service out of the home terminals, not operating through Purcell and not covered by preceding paragraphs will be protected by crews. Interdivisional crews will not be used east of Enid, i.e., between Enid and Kiowa.

SECTION II

- (a) Crews in interdivisional service will be operated in groups of five (5); namely two (2) Arkansas City crews, one (1) Gainesville crew, one (1) Arkansas City crew, and one (1)

Gainesville crew. At any time an Arkansas City crew, or Gainesville crew is not available for their turn, i.e., has not had at least 8' off duty, they will be used, after rested, as the first out crew to protect service next called in order to complete the cycle of five (5).

This formula will operate out of both terminals except when adjusted jointly by the Superintendent, or his designated representative, and the Local Chairman in connection with mileage equalization. Deadhead crews will be counted the same as working crews.

- (b) Mileage equalization shall be at intervals requested by the United Transportation Union, but not more frequent than at fifteen (15) day intervals.

SECTION III

- (a) Employees in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours

from the time relieved from previous duty at a rate per hour of 1/8th of the daily rate paid them for the last service performed. Should an employee be called for service or ordered to deadhead after pay begins, held away from home terminal time shall cease at the time pay begins for such service or deadheading. Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.

- (b) Carrier will not require more persons to ride in caboose on train in interdivisional service than seats available.

- (c) (1) When interdivisional crews are deadheaded the first out crew will deadhead and second crew will handle the train. The deadhead crew will be first out on arrival at end of run. Deadhead crews picked up en route will be marked up in reverse order of that in which picked up, they will be so run provided they are rested.

- (2) Two crews to deadhead from terminal 'A' to terminal 'B', the third crew out will handle the train. Deadhead crew is picked up at an intermediate point. On arrival at terminal 'B' the deadhead crew picked up at intermediate point will stand first out of terminal ahead of all three crews. Should a deadhead crew be picked up at a second or third intermediate point, the deadhead crew picked up last will stand first out of terminal 'B' ahead of all crews, arriving at terminal 'B' on that train and will be so run provided they are rested at time of call to work.

- (3) At terminal 'A' should the third crew out, which stood to handle the train, not be rested, the second out crew will handle the train with the third out crew deadheading, and crews will be marked up at terminal 'B' in the same relative position they held before being called at terminal 'A'.

- (4) In the event there is a conflict in handling of crews in accordance with the preceding three paragraphs and Section 11(a) of this agreement, Section 11(a) will control.

home EXCEPTION: Crews may be deadheaded out of turn from their away-from-home terminal with respect to home terminal crews, when excess crews are at their away-from-home terminal. Arkansas City and Gainesville crews will not be worked or deadheaded out of turn except as outlined heretofore.

(d) Crews will be deadheaded on suitable transportation, i.e., trains, company vehicles, personal vehicles, or commercial transportation. When train crews are deadheaded by automotive vehicle, every effort will be made to see that such vehicle will have good clean seats for each person transported and the capacity will not exceed that recommended by the manufacturer of such vehicle. Such vehicle will be seasonably air-conditioned and heated. A vehicle that does not meet the requirements contained herein will not be used to transport members of a crew except in emergency service.

(e) Crews in interdivisional service tied up under the Hours-of-Service Law, or required to give up train will be deadheaded promptly to destination except when an emergency exists, due to storm, washout, wreck or bridge out, completely blocking crews movement to destination, in which case crew may be required to handle train to destination after having obtained legal rest.

(f) When crews in interdivisional service are tied up under the Hours-of-Service Law and they are to be relieved by another crew, an extra crew from the destination extra board will be used to handle train to destination.

SECTION IV

(a) Employees in interdivisional service will lay off at home terminal, except in case of emergency, and will report at home terminal only.

(b) Vacancies at home terminals will be protected by men from home terminal extra boards, i.e., vacancies on Arkansas City crews from Arkansas City extra boards and on Gainesville crews from Gainesville extra boards.

(c) Vacancies resulting from emergencies at the away-from-home terminal will be protected by men from the away-from-home terminal extra board. Such extra men so used will be deadheaded to their extra board terminal after completion of trip.

(d) Employees in interdivisional service who lay off at away-from-home terminal account of illness or injury to himself or an immediate member of his family will be permitted to ride a train to home terminal.

- (e) Interdivisional crews used as a unit in other than inter-divisional service will be paid not less than they would have earned in interdivisional service.

SECTION V

- (a) It is not intended that interdivisional service crews assigned under the terms of this Agreement, will be required to perform local freight work such as station, plant and industrial switching. If, however, such service is required, said crew will be allowed actual time consumed with a minimum of thirty minutes (30") at pro rata rate, for each point, in addition to all other compensation for the day or trip.

Note 1: At yards where payments are due under Section 3 or 4 of the Eastern Lines Switching Agreement the above will not apply.

Note 2: Spotting of cars at a particular location on a designated track, switching out cars from behind other cars, or making other than straight set out and/or pick up, shall be considered station or industrial switching in the application of this Section V.

- (b) When a crew in interdivisional service is required to stop at more than three points enroute for the purpose of making any change in the train content (other than setting out bad order car from train) said crew will be allowed actual time aggregated with a minimum of thirty minutes (30") at pro rata rate, in addition to all other compensation for the day or trip. "Change in the train content" means when cars are added to or taken from the train.

Note: When switching is paid for under Sections 3 or 4 of the Eastern Lines Switching Agreement at an intermediate point such point will be excluded from count or consideration of this Section V(b).

- (c) The provisions of the conversion rules of the respective agreements are set aside when crew receives compensation under the provisions of Sections V(a) and/or (b) of this Agreement.

SECTION VI

- (a) The carrier shall determine the conditions under which interdivisional service crews may stop to eat. When such crews are not permitted to stop to eat, members thereof shall be paid an allowance of \$1.50 for the trip, it being understood such crews will not be required to make request to eat.
- (b) Crews required to report for duty or who are relieved from duty, at a point other than the on and off-duty points designated for the service established, the Carrier shall provide suitable transportation for the crews between such point and the designated on and/or off-duty point.
- (c) Crews will be allowed a \$2.00 meal allowance after 4' at the away-from-home terminal

and another \$2.00 allowance after being held an additional 8'.

Note: If any agreement is reached in negotiations between the United Transportation Union and the National Railway Labor Conference which amends either Article

XI

or Article XII of the January 27, 1972 Agreement and such amendments improve the conditions provided for in this Agreement those provisions will supersede the provisions of this Agreement.

SECTION VII

- (a) When a crew assigned to interdivisional service is called and released, after time of going on duty, but before road trip commences, such crew will be paid as provided in the respective Schedules, Awards or practices, and stand first out.
- (b) When a crew is called and released before going on duty, they will be paid as provided in the respective Schedules, Awards or practices, and maintain their standing on the board.
- (c) Crews in interdivisional service, working in the same pool, departing from the same initial terminal and going to the same objective terminal over the same route, who are run around on the road by home crew, or crews, will regain their turn at the away-from-home terminal, if possible, otherwise, they will regain their turn at their home terminal with the same relative standing held with other home crews before being run around.

Additionally,

such crews not called in turn account insufficient rest will regain their turn at their home terminal with the same relative standing held with other home crews at the away-from-home terminal. At time of tying up, such crews will notify the forces in charge

of crew board, in writing, of the crew and/or crews they are entitled to be marked ahead of. When crews are given their turn in accordance with information furnished, the

Carrier

will not be penalized. This does not relieve the Carrier of payment provided for in the respective Schedules when crews are not run in proper turn.

SECTION VIII

- (a) All miles run over 100 shall be paid at the mileage rate established by basic rate of pay for the first 100 miles or less.
- (b) In the application of the Local Freight Conversion Rule, one tour of duty encompassing service on both districts will be considered a single trip and the highest local freight differential will be applicable. Also, the 1'45" referred to in Section 1(c) of the Eastern Lines' Conversion Rule is changed to 1'30".

SECTION IX

- (a) When a crew is required to exchange trains with another crew enroute, the crew will be paid the full mileage of the trip for which originally called, plus extra compensation on a

minute basis for all time consumed from departure after trading trains until arrival and going off duty at their final terminal. All payments to be at the highest rate applicable to any of the service performed enroute.

SECTION X

Crews will continue to receive not less than the mileage allowances presently being paid between Arkansas City and Gainesville and between Gainesville and Arkansas City, unless such mileage is decreased or increased due to line changes.

SECTION XI

Employees in interdivisional service will be permitted to advance starting date of vacation to coincide with start of layover days.

SECTION XII

Rules, Agreements, interpretations or practices, however established, are changed only to the extent necessary to permit Carrier to establish interdivisional service as covered by this Agreement.

SECTION XIII

- (a) Except as modified by this Agreement, the Santa Fe Eastern Lines Schedules will continue to apply to Middle Division crews and the Southern and Northern Division, Western Lines Agreements will apply to Northern Division crews on these extended runs.

EXCEPTIONS: The May 7, 1937 so-called Switching Agreement and supplements thereto in effect on the Eastern Lines will be made applicable to Northern Division crews. The provisions of the May 7, 1937 Switching Agreement will apply to Oklahoma District crews at Gainesville.

- (b) Any alleged inequity, problem or conflict in rules arising as a result of the application of this Agreement will be discussed between the General Managers and the General Chairmen and if determined to be well founded, effort will be made to resolve the issue.

SECTION XIV

This Agreement entered into at Dallas, Texas October 4, 1972, shall become effective October 16, 1972 and remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

(Signatures not reproduced)

In recognition of unusual conditions existing with respect to track rehabilitation and high traffic volume which prevent efficient and economic operations in interdivisional service between Arkansas City, Kansas and Gainesville, Texas, under terms of an Agreement dated October 4, 1972,

IT IS UNDERSTOOD AND AGREED:

- (1) The Agreement of October 4, 1972 remains in effect under the terms thereof, except as modified by the understandings and principles contained herein.
- (2) For the purpose of this Understanding, the following terms are defined:
 - (a) "Long pool" shall be a pool of employees in through and irregular freight service who will operate prescribed trains in interdivisional service between Arkansas City, Kansas and Gainesville, Texas.

The trains to be operated by this pool shall be the first section of the following:

TRAINS

_____	195	591
	305	593
	315	513
	325	523

- (b) "Short pool" shall be a pool of employees in through and irregular freight service who will operate trains to be protected by chain gang crews on the separate operating and seniority districts as were in existence immediately prior to the effective date of the Agreement dated October 4, 1972. The benefits provided in the Agreement of October 4, 1972 will be applicable to crews operating in short pool interdivisional service, except as set forth herein.
- (3) Section 1(a) of the Agreement of October 4, 1972, will be inactive for other than the long pool during the term of this Understanding.
- (4) Section 1(b) of the Agreement is modified by continuation of Enid, Oklahoma as an away-from-home terminal for Oklahoma District, Middle Division crews in other than long pool service.
- (5) Section 1(c) of the Agreement will be inactive during the term of this Understanding with exception of sub-paragraph (1).
- (6) Section III(c)(4) of the Agreement will not be applicable to short pool crews.

- (7) Section III(f) will be applicable only to long pool service.
- (8) Section IV(e) will be applicable only to long pool service.
- (9) Without prejudice to the positions of the parties hereto as to proper application of Article XII, Section 3(d) of Mediation Agreement, Case A-8830, dated January 27, 1972, Section VI(a) of the Agreement of October 4, 1972 shall be applicable to pool crew members deadheading on freight trains when the train on which deadheading is not stopped at a location where eating facilities are available a sufficient time to permit obtaining a meal. This does not apprehend the crew operating the train will be permitted to suspend work in order to eat.
- (10) Section VIII(b) will be applicable in long pool service only.
- (11) Section X will be applicable to long pool service only.
- (12) Section XI will be applicable to long pool service only.
- (13) Section XIII will be applicable to long pool service only.
- (14) If a short pool crew has been used out of an away-from-home chain gang terminal for one trip to Enid or to relieve a crew tied up under the Hours of Service Law and stands for a second such trip in succession, and there is another chain gang crew standing second out with sufficient time under the law to perform the service, such second out crew will be used without penalty under existing rules. The crew so runaround shall remain first out for service or deadhead to the home terminal.

Where the only rested available crew at the terminal has made a trip, such as here described, out of the terminal, the restrictions regarding calling the crew for a second trip will not apply.

- (15) The Letter Agreement dated October 4, 1972 relating to a fireman assigned in interdivisional service used as an emergency engineer will be applicable in both long and short pool service.
- (16) When crews in short pool service are tied up under the Hours of Service Law and they are to be relieved by another crew, an extra crew from the extra board will be used to handle a train destined to a home terminal. A pool crew available at the away-from-home terminal will be used to handle a train destined to an away-from-home terminal. A pool crew destined Enid, Oklahoma will be relieved by an extra crew.
- (17) The Carrier shall provide suitable transportation for short pool crews at away-from-home terminals where suitable lodging and eating facilities are not available within ~ mile of the

designated on and off-duty point.

- (18) This Understanding is considered an interim provision to relieve conditions presently existing. No provision hereof is intended to create any precedent or establish any practice.
- (19) This Understanding will be effective March 1, 1974 and shall remain in effect until December 31, 1974, except the parties hereto shall have the right to request conference for the purpose of giving consideration to the cancellation or modification of the Understanding in the event of substantial changes occurring in the present conditions.

Signed at Fort Worth, Texas this 7th day of February, 1974.

(Signatures not reproduced)

APPENDIX NO. 63

ARTICLE IV - EMPLOYEE INFORMATION

Commencing June 1975, the carriers will provide each General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days after the month in which the employee is hired or terminated. Where railroads can not meet the 30-day requirement, the matter will be worked out with the General Chairman.

(From Article IV of January 29, 1975 National Agreement)

APPENDIX NO. 64

ARTICLE V - PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this article.

(a) Covered Conditions:

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

- (1) deadheading under orders or
- (2) being transported at carrier expense.

(b) Payments to be Made:

In the event that any one of the losses enumerated in sub-paragraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The Carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$150,000
Loss of Both Hands	\$150,000
Loss of Both Feet	\$150,000
Loss of Sight of Both Eyes	\$150,000
Loss of One Hand and One Foot	\$150,000
Loss of One Hand and Sight of One Eye	\$150,000
Loss of One Foot and Sight of One Eye	\$150,000
Loss of One Hand or One Foot or Sight of One Eye	\$ 75,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$150,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of any injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss

_____ The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$150.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

_____ The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) Exclusions:

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;

- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or an employee passenger who is under the influence of alcohol or drugs who in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset:

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

(f) Subrogation:

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

The payments provided for above will be made, as above provided, for covered accidents on or after July 1, 1969.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article V of the Agreement of March 19, 1969, _____
(employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article V."

Savings Clause

This Article V supersedes as of July 1, 1969 any agreement providing benefits of a type specified in Paragraph (b) hereof under the conditions specified in Paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by June 2, 1969, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in

this Article V in lieu of this Article V.

(From March 19, 1969 National Agreement as amended by August 25, 1978 National Agreement)

APPENDIX NO. 65

ARTICLE IX - ENTRY RATES

Section 1 - Service First 12 Months

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

- (a) For the first twelve (12) calendar months of employment, new employees shall be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered, exclusive of arbitraries and/or special allowances which shall be paid at the full amount.
- (b) Employees who have had an employment relationship with the carrier and are rehired will be paid at established rate after completion of a total of twelve (12) months' combined service.
- (c) Train service employees who transfer to the fireman craft will be paid at established rates after completion of a total of twelve (12) months' combined service, in both crafts.
- (d) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the twelve (12) month period.

Section 2 - Preservation of Lower Rates

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

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

APPENDIX NO. 66

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company and the United Transportation Union (CT&Y Committee) covering employees holding seniority presently identified as Second, Third and Fourth Districts of the Colorado Division and El Paso District of the New Mexico Division and the New Mexico Division.

In connection with the employees' request to consolidate these seniority districts into one district, utilizing top and bottom procedures,

IT IS AGREED:

1. As of the effective date of this Agreement, employees holding seniority as conductor, brakeman and yardman on the Second, Third and Fourth Districts of the Colorado Division and El Paso District of the New Mexico Division will be placed, in their relative standing, below the most junior employee on the New Mexico Division Seniority rosters as of 11:59 PM preceding the effective date of this Agreement.
2. As of the effective date of this Agreement, employees holding seniority as conductor, brakeman and yardman on the New Mexico Division Seniority roster, except the El Paso District of the New Mexico Division, will be placed, in their relative standing, below the most junior employee on the Second, Third and Fourth Districts of the Colorado Division and El Paso District of the new Mexico Division seniority rosters as of 11:59 PM preceding the effective date of this Agreement.
3. Employees hired on and after the effective date of this agreement will establish seniority date over the entire consolidated seniority district.
4. Except to the extent set forth in agreement dated April 26, 1978 concerning waiver of seniority, no change is made in the handling provided for in the Conductors', Trainmen's and Yardmen's and Dual Seniority Agreements.
5. Employees entitled to an exercise of seniority will be subject to Agreement dated April 26, 1978, concerning waiver of seniority. For the purpose of determining whether or not seniority will be exercised, the employees will contact the crew clerk, or the office normally utilized, specifying the location of their choice and will not make a blanket request for all locations and positions where junior employees are located.
6. No additional deadhead allowance will be paid because of this agreement, in other words, the deadhead allowance will be no greater than what would have been received before the seniority rosters referred to herein were consolidated by top and bottom procedures.

Any deadheading as result of mileage regulations or an employee's utilization of seniority will be without deadhead allowance. Any employees who elect to waive displacement

rights under the provisions of Memorandum of Agreement dated April 26, 1978 (so-called stay-at-home agreement) and are notified their services are needed, will report to the location where needed without payment of deadhead, including those employees which are force assigned.

7. When the yard extra board at Albuquerque is exhausted and no yardmen are available to protect an 8'00" or more tour of duty, yardmen may be used from the Belen yard extra board. At the completion of that tour of duty yardmen so used will be returned to the bottom of the Belen extra board, being allowed deadhead to and from Albuquerque.

This agreement will become effective July 1, 1978.

(Signatures not reproduced)

Memorandum of Agreement between the Atchison, Topeka and Santa Fe Railway Company and its employees represented by the United Transportation Union (CT&Y Committee).

In connection with the employees request to consolidate seniority districts identified as Second, Third and Fourth Districts of the Colorado Division and El Paso District of the New Mexico and the New Mexico Division,

IT IS AGREED:

- (a) When an extra board, road or yard, is reduced at a time additional employees are not needed at any point on the consolidated seniority district, the affected cut-off employees, will be required within 72 hours from the time cut-off, to displace junior employees on the entire district, unless they waive such displacement rights by filling written notice to that effect with the Trainmaster, or designated representative, within the 72-hour period and will not be permitted to later exercise displacement rights over junior employees. In other words, employees waiving within the 72-hour period will have no displacement rights over junior employees until they are again notified to report for service.
- (b) When an extra board, road or yard, is reduced when additional employees are needed at any point on the consolidated seniority roster, the senior cut-off employees will be required to place themselves, in seniority order, within 72 hours from the time cut-off, unless such senior employees waive their rights by filing written notice to that effect with the Trainmaster, or designated representative, within the 72-hour period in which event the required number of junior cut-off employees will be forced to accept service where needed.

In other words, employees waiving within the 72-hour period will have no displacement rights over junior employees until they are again notified to report for service.

- (c) When additional employees are needed at any point on the consolidated seniority district at a time employees are off because of having waived, they will be notified in seniority order to report for service. Those notified will report, unless they again waive their rights within 72 hours, from notification, by giving written notification to the Trainmaster, or designated representative, in which event sufficient number of junior employees will be forced to report for the service. Anyone not waiving within the 72-hour period specified must report for service by the end of that period.

Example: Five extra employees are cut-off at Point "A" on the first day of the month and at that time the senior employees elect to waive their rights to go to Point "B" or any other Point, at a time when additional employees were not needed.

On the 15th of the month two employees were needed at Point "B", at which time the five Point "A" employees are still off. Those initially waiving on the first of the month will be notified to report, to Point "B", which they must do unless they again waive their rights, the two junior employees being required to report to Point "B" within 24 hours from notification of being force assigned due to senior employees again waiving their rights.

- (d) Employees electing to "stay at home" under the provisions of this Agreement must report for service within 72 hours from time of notification.

Note: The 72-hour periods specified herein, to waive or to report, are understood to be calculated concurrently.

- (e) Employees who are working on the El Paso District (excluding Albuquerque Yard) at time displaced or cut-off will not be permitted to waive exercise of seniority on the El Paso District but will be permitted to waive exercise of seniority on the New Mexico Division (former Pecos Division) or the Second, Third and Fourth Districts of the Colorado Division, (including Albuquerque Yard). Employees who are working on the Second, Third or Fourth Districts of the Colorado Division (including Albuquerque Yard) will not be permitted to waive exercise of seniority on that territory, but will be permitted to waive exercise of seniority on the El Paso District of the New Mexico Division and the New Mexico Division (former Pecos Division). Likewise, employees who are working on the New Mexico Division (former Pecos Division) will not be permitted to waive exercise of seniority on that territory but will be permitted to waive exercise of seniority on the El Paso District and the Second, Third and Fourth Districts of the Colorado Division (including Albuquerque Yard).

In the application of this paragraph (e) it is understood no one will be permitted to waive when his services are needed at any point on the consolidated seniority district under other

provisions of this Agreement.

- (f) Employees who have waived will not be permitted to bid for any vacancy until after reporting for service following notification.
- (g) Whenever additional employees are needed, notification will be given to those employees in a cut-off status on the prior right seniority district where the need exists. In the absence of a sufficient number of cut-off employees on the district, notification will be given to the required number of junior employees on the consolidated roster for that territory where the vacancy exists.

This Agreement shall remain in effect subject to ten (10) days' written notice by either party on the other for modification or abolishment.

Signed at Chicago, Illinois this 26th day of April, 1978.

(Signatures not reproduced)

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company - Western Lines - (excluding Northern and Southern Divisions), and the United Transportation Union (Conductors' and Trainmen's Committee).

In connection with Agreement this date establishing Zones 1 (original Plains Division) and 3 (former Slaton Division) seniority for Brakemen and Yardmen on the Plains Division, Zone 1 and Brakemen and Yardmen on the Plains Division, Zone 3 (former Slaton Division).

IT IS AGREED:

The handling of furloughed (cut-off) Brakemen and Yardmen shall be as follows and will modify Article 23(m) of the Trainmen's Schedule and Article 16(c) of the Yardmen's Schedule to the extent provided for herein:

- (a) When, due to force reduction in either road or yard service, men are cut off in either Zone 1 or 3 at a time additional men are not needed on the extra boards in the other zone the affected employees will be required to displace junior employees assigned to the service of their choice within three (3) days from the date of such reduction, unless they waive such displacement rights by filing written notice to that effect with the trainmaster within the three-day period, but they will not be permitted to later exercise displacement rights over the junior employees during the time they are furloughed; in other words, men waiving such rights within the three-day period specified will have no displacement rights over junior employees until after they are again recalled to service.

- (b) (1) When men are cut off in either yard or road service in either Zone 1 or 3 at a time additional men are needed on extra board(s) in the other zone the senior furloughed employees will be required to place themselves on the extra board of their choice, seniority permitting, within three (3) days from the date of such reduction, unless such senior furloughed employees waive their rights to go to the other extra board(s) by filing written notice to that effect within the three day period with the trainmaster, and with the further understanding that the required number of junior furloughed employees will be forced to accept service on the extra board(s) where needed.
- (2) Senior furloughed employees waiving their rights to work on the other extra board(s) within the three (3) day period referred to in the section above, will not be permitted to later displace junior employees during the time they are furloughed, and they will remain furloughed until such time as extra board(s) is again increased.
- (c) When one of the extra boards in the other zone is increased at a time while extra employees are off in force reduction, they will be recalled to service in seniority order and placed on the extra board, unless such senior furloughed employees waive their rights to go to the extra board in the other zone by filing written notice within three (3) days (from receipt of recall notice per second paragraph of Article 23(m) of the Schedule, and Article 16(c) of the Yardmen's Schedule) with the trainmaster of their desire to waive the service, in which latter event the junior employees will be forced to go to the extra board where their service is needed. If a Brakeman or Yardman does not waive within the specified three (3) days he must report in accordance with Article 23(m) of the Schedule and Article 16(c) of the Yardmen's Schedule.
- (d) The handling in Sections (a), (b) and (c) will only apply to service in the zone other than where the men are furloughed. Yardmen or Brakemen who are cut off in a particular zone who can hold a regular assignment or a place on the extra board, in the other class of service, in that zone will be required to transfer to such service immediately, unless permitted to lay off.

ENACTING AND TERMINATING CLAUSE

This Agreement shall become effective as of May 18, 1972, subject to thirty (30) days' written notice by either party of a desire to change or terminate same, in accordance with the Railway Labor Act, as amended.

Dated at Amarillo, Texas, September 7, 1972.

(Signatures not reproduced.)

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company, Western Lines (excluding Northern and Southern Divisions), and the United Transportation Union (Conductors' and Trainmen's Committee), covering employees identified as Conductors of Seniority Districts, Zones 1 (original Plains Division) and 3 (former Slaton Division) of the Plains Division.

Preamble:

On the territory aforementioned, it is the purpose of this Agreement to establish seniority for the Conductors of Zone 1 in Zone 3, and vice versa, of the Plains Division, as of 12:01 AM, May 18, 1972.

IT IS AGREED:

SECTION 1

- (a) Effective 12:01 AM, May 18, 1972, all Conductors holding seniority as such as of 11:59 PM, May 17, 1972, in Zone 1 of the Plains Division will be placed on the seniority roster of Conductors in Zone 3 of the Plains Division, following those Conductors holding seniority in Zone 3, and vice versa, in the same relative standing that they hold as Conductor on their individual respective seniority rosters, and shall retain "prior rights" as Conductors on their respective Zones.
- (b) As Brakemen holding a "consolidated" seniority date (Brakeman's seniority date of May 18, 1972 or later), when promoted to Conductor in Zone 1 as they hold as Brakemen in Zone 1, standing ahead of any Zone 3 "prior rights" men, and vice versa.
- (c) Brakemen having a "consolidated" seniority date (Brakeman's seniority date of May 18, 1972 or later), when promoted to Conductor, will be placed on the Consolidated Conductors' seniority roster in the same relative standing they hold on the Brakemen's roster, in accord with Article 22, Conductors' and Trainmen's Agreement.
- (d) The seniority standing established in conformity with the foregoing provisions hereof may be used only in reference to Zones 1 and 3 seniority and can be exercised subject to the provisions of applicable Schedule or Agreement rules not in conflict with this Agreement.

SECTION 2

- (a) The application of Single Seniority, Paragraphs (F) and (H), Appendices 15, Conductors' and Trainmen's Agreement, shall apply only to Conductors not working as such in that particular Zone on the date when necessary to use emergency Conductors or force assign the junior Conductor. In the absence of such junior Conductor in that particular Zone, the junior Conductor on the Consolidated Seniority roster will be assigned.

- (b) Except in the exercise of seniority, Conductors desiring to bid on an advertised assignment or to transfer from one Zone to the other for extra board or chain gang service may do so when a vacancy exists or force is increased, seniority permitting, by filing an advance written application designating service desired, with the trainmasters having jurisdiction over the Zone from and to which transfer is desired. Bids on advertised Conductors' vacancies or requests for transfer to the other Zone will not be accepted when such Conductor is junior in point of seniority to all Conductors working as such on the Zone on which the vacancy exists, unless an increase in forces is needed on that Zone.
- (c) Deadheading or loss of time resulting from the exercise of seniority rights by employees in going from one zone to the other will be without expense to the Company.

SECTION 3
GENERAL

Schedule rules or Agreements which are in conflict with this Agreement are not changed or modified, except as indicated herein.

SECTION 4
ENACTING AND TERMINATING CLAUSE

This Agreement shall become effective as of May 18, 1972, subject to thirty (30) days' written notice by either party of a desire to change or terminate same, in accordance with the Railway Labor Act, as amended.

Dated at Amarillo, Texas, September 7, 1972.

(Signatures not reproduced.)

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MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company, Western Lines (excluding Northern and Southern Divisions), and the United Transportation Union (Conductors' and Trainmen's Committee), covering employees identified as Brakemen and Yardmen of Seniority Districts, Zones 1 (Original Plains Division) and 3 (former Slaton Division) of the Plains Division.

Preamble:

It is the purpose of this Agreement to establish seniority for the Brakemen of Zone 1 in Zone 3, and vice versa, and Yardmen of Zone 1 to establish seniority in Zone 3, and vice versa, of the Plains Division, as of 12:01 AM, May 18, 1972.

IT IS AGREED:

SECTION 1

- (a) Brakemen and Yardmen holding seniority as such, as of 11:59 PM, May 17, 1972, in Zones 1 and 3 of the Plains Division, will be known as "prior rights" men and will retain their seniority rights and privileges and, in addition, will be assigned a seniority date of May 18, 1972 as Brakemen and Yardmen in the other Zone by the senior Brakeman in each Zone being placed below the last name shown on the other Zone's Brakemen's Roster, as of 11:59 PM, May 17, 1972, etc., in the same relative standing that they hold as
as
Brakeman; and by the senior Yardman in each Zone being placed below the last name shown on the other Zone's Yardmen's Roster, as of May 17, 1972, etc., in the same relative standing they hold as Yardmen.
- (b) Employees who enter the service and establish seniority as Brakemen and Yardmen in Zones 1 and 3 of the Plains Division after 12:01 AM, May 18, 1972, shall, insofar as this Agreement is concerned, establish a seniority date as of that date as Brakemen and Yardmen on the Plains Division, Zones 1 and 3. These employees are referred to hereinafter as "consolidated" men.

SECTION 2 SENIORITY DISTRICTS

The separate seniority districts for Brakemen and Yardmen in effect on the aforementioned territory as of May 17, 1972, are not amended or changed in any manner by this Agreement. It is understood this Agreement, establishing Zone 1 and Zone 3 seniority rights for Brakemen and Yardmen, will not affect the seniority standing of either Brakemen or Yardmen as such whose names appear on the seniority rosters as of 11:59 PM, May 17, 1972.

SECTION 3 SENIORITY ROSTERS

- (a) Separate seniority rosters for Brakemen and Yardmen will be maintained so that the ebb and flow between Brakeman service and Conductor service shall be between the Conductors' roster and the Brakemen's roster.
- (b) Seniority rosters for Plains Division Zone 1 and Zone 3 Brakemen and Yardmen will be revised effective May 18, 1972, to conform to the provisions of Section 1 hereof and will be open to correction for a period of ninety (90) days after date of issue. Requests for correction must be addressed in writing to the officer who issued the seniority roster within ninety (90) days following date of issuance. No request for correction will be entitled to or receive consideration if such request reaches the officer who issued the seniority roster more than ninety (90) days following date of issuance of the roster. Typographical errors may be corrected at any time.

SECTION 4
APPLICATION OF PRIOR RIGHTS AND ZONES 1 AND 3
SENIORITY RIGHTS UNDER THIS AGREEMENT

- (a) The seniority date established in conformity with this Agreement may be used only in reference to Zones 1 and 3 seniority and can be exercised as such in bidding or bumping. Transfer to Zones 1 or 3 will be made on written application. Dependent upon the requirements of the service, transfers may be deferred until replacements are available and the employee requesting transfer is released. Such deferments will not subject the Company to penalty payments.
- (b) When assignments are advertised and no bids received, or when adding a chain gang car and no requests for transfer to the particular Zone involved is on file with the trainmaster under Section 4(c), the junior unassigned Brakeman or Yardman, or Brakemen or Yardmen, working in the class of service in the Zone where the vacancy exists will be assigned.
- (c) Except in the exercise of seniority, Brakemen or Yardmen, desiring to transfer from one Zone to the other for extra board or chain gang service may do so when a vacancy exists or force is increased, seniority permitting, by filing an advance written application designating service desired, with the trainmasters having jurisdiction over the Zones from and to which transfer is desired. Bids on advertised Brakemen or Yardmen vacancies or requests for transfer to the other Zone will not be accepted when such Brakemen or Yardmen are junior in point of seniority to all Brakemen or Yardmen working as such on the Zone on which the vacancy is advertised, unless an increase in forces is needed on that Zone.
- (d) Deadheading or loss of time resulting from the exercise of seniority rights by employees in going from one Zone to the other will be without expense to the Company.
- (e) Employees with less than one year's experience transferring from one Zone to another Zone will be required to make student trips to the extent considered necessary by Management, without expense to the Company, and will not be permitted to perform service in Zone to which he transfers until he has satisfactorily done so.
- (f) It is understood and agreed that at points where Brakemen's or Yardmen's extra boards are established prior to May 18, 1972, such extra boards will continue to be maintained, unless otherwise agreed to by the Organization and the Carrier.

SECTION 5
GENERAL

Schedule rules or agreements which are in conflict with this Agreement are not changed or modified, except as indicated herein. It is further agreed nothing herein is intended to change the application of Dual Seniority Agreements in effect on the respective Zones.

SECTION 6
ENACTING AND TERMINATING CLAUSE

This Agreement shall become effective as of May 18, 1972, subject to thirty (30) days' written notice by either party of a desire to change or terminate same, in accordance with the Railway Labor Act, as amended.

Dated at Amarillo, Texas, September 7, 1972.

(Signatures not reproduced.)

APPENDIX NO. 67

Agreement General Manager Briscoe and General Chairman Cantrill, October 22, 1975:

On the Pueblo and/or Denver Districts, when assignments are advertised and no bids received for a conductor's vacancy, or when adding a chain gang turn or filling a conductor's vacancy in chain gang and no request is on file, the junior unassigned conductor, holding seniority on the District where the vacancy exist and working as brakeman on that District, will be assigned. Failing this, the junior unassigned conductor, holding seniority and working on the Division will be assigned.

EXCEPTION: In making force assignments as conductor on the Denver District, the following prior rights Pueblo District brakemen will not be force assigned to the conductor's vacancy on the Denver District, unless working as brakeman on that District.

G. C. Pool
N. W. Walker
R. C. Wolf
C. H. Gloystein
J. C. Murphy
C. L. Nix
R. L. Boyles
V. F. Conklin
J. H. Brenizer

W. D. Dickerson
D. B. Parks

(Signatures not reproduced)

APPENDIX NO. 68

Letter Agreement Vice President Elterman and General Chairman Cantrill, August 7, 1978:

This confirms our understanding that henceforth temporary vacancies of conductors and brakemen disciplined by suspension of thirty (30) days or more will be handled similarly and filled promptly under Article 23(n) and Article 23(o) of the Schedule.

The foregoing does not apply to suspensions of less than thirty (30) days.

APPENDIX NO. 69

MEMORANDUM OF AGREEMENT entered into between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines (excluding Northern and Southern Divisions), and its employees represented by the United Transportation Union, Conductors, Trainmen and Yardmen's Committee:

IT IS AGREED:

1. (a) An informal time claims conference arrangement is hereby established for handling of time claims between the Local Chairmen and Division Superintendents of the
 - Kansas City Terminal Division
 - Eastern Division
 - Middle Division
 - Colorado Division
 - Plains Division
 - New Mexico Division
- (b) All informal time claims conferences will be held at the Local Chairman's home point unless otherwise mutually agreed between the Local Chairman and Superintendent.
2. When a Local Chairman on one of the territories listed in paragraph 1(a) desires an informal conference on a claim or claims with the Superintendent, a written request, in duplicate, in the format presently followed in handling informal conference dockets, must be made to the Superintendent within ninety (90) days from date of rejection of such claim or claims by the Centralized Timekeeping Bureau.

3. Such conference will be scheduled by the Local Chairman and Superintendent consistent with their availability and such conference if at all possible will be held within sixty (60) days from the date request is received by the Superintendent.
4. Claims paid, withdrawn or compromised by the Local Chairman and Superintendent in these informal conferences will not be used by either party as a precedent and are not to be referred to by either party.
5. The results of individual claim handling during these informal conferences will be provided in writing by the Superintendent to the Local Chairmen within ten (10) days after completion of the informal conferences.
6. Claims not disposed of in these informal conferences, if to be handled further, must be progressed as provided in the Memorandum of Agreement signed July 10, 1975, as amended, provided such appeals are initiated within ninety (90) days of the date of the letter furnished the Local Chairman following completion of the informal conference on such claims, the same as though the declination of such claims had been made by the Centralized Timekeeping Bureau for procedure purposes.
7. Claims not listed by a Local Chairman within the time limit provided under this Agreement will be handled in line with Memorandum of Agreement signed July 10, 1975, as amended.

This Agreement shall become effective February 1, 1979, and may be cancelled by either party upon ten (10) days written notice.

Signed at Kansas City, Kansas this 18th day of January, 1979.

(Signatures not reproduced)

APPENDIX NO. 70

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the UTU (CT&Y) Committee, Eastern and Western Lines, excluding Northern and Southern Divisions, consummated for the purpose of establishing guidelines to determine when station switching has been performed versus a lap back.

IT IS AGREED:

1. At locations where switching limits are in effect, switching limits will govern.
2. At other locations, station limits (those limits within which road crews may traverse the

trackage in either direction as many times as necessary to complete the work without

claim for additional mileage) shall be from the point of the furthest switch in each direction plus one mile.

Note: (a) The switch referred to herein shall not be one leading to a stub track but shall be the switch to any track which has a switch at the opposite end.

(b) In determining the switch in each direction from which point the one mile will be added, it will be the furthest switch, as defined in Note (a), in each direction and need not be the switches from the same track.

The above will apply for determining the furthest switch in each direction in double track territory also, and in addition, the switch will be the furthest in each direction on either track, which point will apply for both tracks as the point to which the one mile will be added.

3. Within the station limits set forth in (2) hereof, no road crew will have any claims for additional mileage and/or lap back. This will not effect total miles run for crew in turnaround service.

4. When work, which constitutes a lap back, must be performed outside of the station limits set forth in (2) hereof, the following shall govern:

(A) Unassigned road freight crews notified prior to departure from the initial terminal will be allowed the additional miles to and from the end of station limits, as defined herein, to the point where this work is performed.

(B) If the unassigned road freight crew is not notified of this work to be performed outside of station limits, as defined, prior to departure from initial terminal, they will be allowed 100 miles for the performance of such work which required the lap back.

(C) When this type work is to be performed by assigned crews outside of defined station limits, the assignment bulletin will specify the day(s) of the week on which the work is to be performed. The additional mileage for such day(s) will become a part of the assigned mileage, regardless of whether this work is actually performed on such day(s). If work which constitutes a lap back is performed and is not included within the bulletined assignment, 100 additional miles will be allowed.

Note: It was understood a crew going beyond the defined station limits for the purpose of having sufficient so-called "head or tail room" will not be

considered as having gone beyond defined station limits.

5. At stations where no track meets the criteria set forth in Section (2) hereof, only a spur track, the rule of reasonableness will be applied.

6. Attached is copy of Plainview station taken from track chart upon which has been shown the furthest switch and the approximate station limits, as requested. This was to be an example of application of Section (2) hereof.
7. The foregoing shall not be applicable to crews in road switcher and/or work train service.
8. Where lap back is used herein it is understood to mean the necessity to leave station limits, perform work outside station limits, and return to station limits, without proper notification prior to departure from initial terminal and/or being a part of bulletined assignment.

If the foregoing outlines the understanding reached, please signify by signing in the space provided below:

Signed at Chicago, Illinois this 11th day of November, 1977.

(Signatures not reproduced)

APPENDIX NO. 71
ARBITRATION BOARD NO. 329
CASE NO. A-8830
THE ATCHISON, TOPEKA AND SANTA FE
RAILROAD COMPANY - UNITED TRANSPORTATION UNION

AWARD

On February 16, 1972, Carrier served notice of intent to establish intraseniority district runs in freight service between Clovis and Belen, New Mexico. This notice was in accordance with Section 1(a) of Article XII of the January 27, 1972 Agreement. Conferences were held between the interested parties beginning on February 24, 1972, as provided in Section 1(b) and (c) of Article XII. The parties to this dispute were unable to agree on the details of operation and working conditions of the proposed runs within the time limitations specified in Section 1 of Article XII, and Carrier instituted the runs for a test period of 60 days under the provisions of Section 1(d) of Article XII. The test period began on March 18, 1972. A Task Force representing the parties made diligent study of activities carried on during the test period and conducted several meetings, but were also unable to produce an agreement satisfactory to both parties. On August 1, 1972, Carrier suggested to the United Transportation Union that this matter should be submitted to arbitration under the provisions and time limitations specified in Article XII, Section 1(f), of the January 27, 1972 Agreement. Subsequent correspondence and telephone conversations between Carrier and Union representatives failed to produce an agreement on either the procedures to be followed in establishing this Board or the specific issues

of dispute to be decided by the Board. Therefore, this Neutral, in this Award, will resolve both the procedure and the disputed issues concerning details of operation and working conditions of the proposed runs.

On June 28, 1973, this Neutral met with the partisan members of this Board. At said hearing, lengthy and well prepared arguments were heard. Detailed submissions were presented by each of the parties, together with pertinent exhibits.

Contrary to the position of the Carrier, this Board finds that under authority of Article XII, Section 1(f), of the January 27, 1972 National Agreement, this Award is final and binding on both parties and the intradivisional service between Clovis and Belen, New Mexico, eliminating Vaughn as a terminal, will remain in effect until changed under the procedure of Section 6 of the Railway Labor Act. This Board finds that the intradivisional runs between Clovis and Belen have been established and that it will be to the best interests of both the Employees and Carrier to continue said runs between Clovis and Belen, New Mexico, eliminating Vaughn as a terminal.

Two home terminals will be maintained, one at Clovis, New Mexico, and one at Belen, New Mexico, with the provision that the Belen, New Mexico terminal will eventually be eliminated as a home terminal through attrition as hereinafter set out. The intradivisional service will operate under the following terms and conditions, to-wit:

SECTION I

Where the term "crew(s)" is used in this Agreement, it refers to conductors, brakemen and firemen.

SECTION II

In accordance with Section 1 of Article XII of the National Agreement dated January 27, 1972, the Company will establish intradivisional and/or intraseniority district service for unassigned freight crews on the New Mexico Division as set forth below:

- (a) Vaughn, New Mexico, will be eliminated as an away-from-home terminal, and the First and Second District crews will operate between Clovis, New Mexico and Belen, New Mexico.
- (b) Clovis will continue to be the home terminal for the present First District crews, and Belen will continue to be the home terminal for the present Second District crews, with no change of home terminals as of the date of this Award.
- (c) Initially, to develop experience and determine service requirements, Clovis crews upon arrival at Belen will be marked on the Board in proper order ahead of Belen crews for service back to Clovis subject to their availability under the Hours of Service Law,

provided no more than two (2) Clovis crews will be operated out of Belen before using a Belen crew. Belen crews upon arrival at Clovis will be marked on the Board in proper order ahead of Clovis crews for service back to Belen, subject to their availability under the Hours of Service Law, provided no more than two (2) Belen crews will be operated out of Clovis before using a Clovis crew. The Superintendent, or his designated representative, and the Local Chairmen will meet periodically for the purpose of making whatever adjustments or changes necessary in the manner in which crews are placed or marked up on the respective boards to avoid excessive held-away-from-home terminal time.

- (d) As and when employees presently assigned to crews in intradivisional service at Belen retire or otherwise leave the service of the Company for any reason, or voluntarily elect to transfer from Belen to Clovis following the effective date of this Award, additional crews will be assigned as needed to work out of Clovis which will have the effect through attrition of eventually eliminating Belen as a home terminal for unassigned freight crews, as no additional crews in intradivisional service will be assigned with home terminal at Belen.
- (e) When one member of a crew is eliminated under the foregoing Item (d), the vacancy will be filled until a total of three crew members in intradivisional service are eliminated by attrition at which time one crew will be abolished at Belen.

SECTION III

- (a) All miles run or deadheaded over 100 shall be paid at the mileage rate established by basic rate of pay for the first 100 miles or less.
- (b) Crews will continue to receive not less than the mileage allowance presently being paid between Belen and Clovis and between Clovis and Belen.
- (c) Crews, in intradivisional service, will receive the time and one-half rate, for all time on duty after nine (9) hours, 36 minutes, in addition to mileage of trip called for.
- (d) Individual members of crews in intradivisional service who are used out of turn for other service will be paid not less than the earnings of their regular turns.
- (e) When crews are required to report for duty and are relieved from duty at a point other than the on and off duty points fixed by bulletin for the service established hereunder, the Carrier shall authorize and provide suitable transportation to the on and/or the off duty point. When crews are required to receive and/or deliver the engine at a point in excess of one-fourth (~th) mile from the point where they register on and/or off duty, transportation will be furnished to the involved crew members.

- (f) Crews working or deadheading will be paid a \$1.50 meal allowance and will not stop to eat en route. If the crews encounter unusual or excessive delay, they will be permitted a reasonable time to eat at convenient places without additional payment and will in such cases notify the dispatcher in advance.

SECTION IV

Crews deadheading on freight trains will be provided with suitable facilities on which to deadhead, without being required to deadhead on the engine. No more than one (1) crew will be required to deadhead on a caboose with the working crew. Each additional deadhead crew will be provided a caboose.

SECTION V

- (a) All service short of the away-from-home terminal, including work and wreck trains, will be protected by extra boards at the home terminal.
- (b) Crews in intradivisional service will not be required to make more than one (1) turnaround trip out of the away-from-home-terminal before standing to return in service, or deadhead, to the home terminal on the next following trip for which called. After performing such trip, and, if again standing for service, the crew next out not having performed such service will be called therefor around any crews standing hereunder for return trip to the home terminal, without penalty.

Crews not deadheaded or run to the home terminal as provided above will be allowed 100 miles in addition to all other time earned on such date or trip.

- (c) In case of wreck, when an extra crew cannot be made available, a crew in intradivisional service may handle wrecker cranes out of the away-from-home terminal. When wrecker crane is handled by a crew in intradivisional service, such crew will be relieved by an extra crew at end of first tour of duty, if relief crew, or another tour of duty, is required. The crew in intradivisional service that handled the wrecker crane when relieved by a crew at an intermediate point, will be, as soon as practical, deadheaded to their home terminal.

SECTION VI

- (a) When a crew assigned in intradivisional service is called and released after time of going on duty, but before road trip commences, such crew will be paid 100 miles and stand first out.
- (b) When a crew is called and released before going on duty, they will be paid fifty (50) miles and maintain their standing on the Board.

(c) Crews in intradivisional service, working in the same pool, departing from the same initial terminal and going to the same objective terminal over the same route, who are run around on the road by home crew, or crews, will regain their turn at the away-from-home terminal, if possible, otherwise, they will regain their turn at their home terminal with the same relative standing held with other home crews before being run around.

Additionally, such crews not called in turn account insufficient rest will regain their turn at their home terminal with the same relative standing held with other home crews at the away-from-home terminal. At time of tying up, such crews will notify the forces in

charge of crew board, in writing, of the crew and/or crews they are entitled to be marked ahead of. When crews are given their turn in accordance with information furnished, the

Carrier will not be penalized. This does not relieve the Carrier of payments provided for in the respective Schedules when crews are not run in proper turn.

(d) Crews, at away-from-home terminal, runaround account not rested, such crews will not be due additional payment, but will be restored to their same relative position on the pool board at the home terminal, on their arrival, upon making proper request.

SECTION VII

(a) If crew is required to exchange trains en route, the crew will be paid the full mileage of the trip Clovis to Belen or vice versa.

(b) When required to exchange engines or units of engines, or pick up and/or set out engines or units at points between Clovis and Belen, or vice versa, the fireman and head brakeman will be paid the time consumed with a minimum of one (1) hour at each point, in addition to all other earnings, at pro rata for the trip.

(c) It is not intended that intradivisional service crews assigned under the terms of this agreement, will be required to perform local freight work such as station, plant and industrial switching. If, however, such service is required said crew will be allowed actual time consumed with a minimum of thirty minutes (30") at pro rata rate, for each point, in addition to all other compensation for the day or trip.

Note 1: At yards where payments are due under Sections 3 or 4 of the Switching Agreement the above will not apply.

Note 2: Spotting of cars at a particular location on a designated track, switching out cars from behind other cars, or making other than straight set out

and/or pick up, shall be considered station or industrial switching in the application of this Section VII(c).

- (d) When a crew in intradivisional service is required to stop at more than three points en route for the purpose of making any change in the train content (other than setting out bad

order car from train) said crew will be allowed actual time aggregated with a minimum of thirty minutes (30") at pro rata rate, in addition to all other compensation for the day or trip. "Change in the train content" means when cars are added to or taken from the train.

Note: When switching is paid for under Sections 3 or 4 of the Switching Agreement at an intermediate point such point will be excluded from count or consideration of this Section VII(d).

- (e) The provisions of the conversion rules of the respective agreements are set aside when crew receives compensation under the provisions of Sections VII (c) and/or (d).

SECTION VIII

- (a) Crews will be allowed a \$2.00 meal allowance after four (4) hours at the away-from-home terminal and another \$2.00 allowance, after being held an additional eight (8) hours.
- (b) Crews at the away-from-home terminal will be placed under pay at the hourly rate of the last service rendered after sixteen (16) hours off duty. Such pay will continue until departure regardless of whether working or deadheading.
- (c) At away-from-home terminals, the Carrier will provide suitable lodging as required in the current Lodging Agreements, and when the place of lodging and/or suitable eating place is over one-half (~) mile from the on and off duty point, transportation will be furnished.
- (d) 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.

SECTION IX

When a crew in intradivisional service is tied up under the Hours-of-Service Law, and is to be relieved by another crew, an extra crew from the destination extra board will be used to handle train to destination.

SECTION X

Employees in intradivisional service, ordered by Carrier to appear at investigation, at other than their home terminal will be paid the deadhead mileage or time lost, whichever is greater.

SECTION XI

- (a) Employees in intradivisional service will lay off at home terminal, except in case of emergency, and will report at home terminal only.

- (b) Employees in intradivisional service who lay off at away-from-home terminal account of illness or injury to himself or an immediate member of his family will be permitted to ride any train to home terminal.

SECTION XII

Employees in intradivisional service will be permitted to advance or delay start of vacation to the day following service on an intradivisional trip, when proper officer, at the home terminal, approves written request for such employee.

SECTION XIII

- (a) A Board is hereby established to be composed of the Superintendent, or his designated representative, and the Local Chairmen for the purpose of equalizing mileage. This Board is instructed to conform with a ratio of 55% for Clovis crews and 45% for Belen crews, but to make proper adjustments by majority vote of said Board in the interest of efficiency of operation and protection of the two (2) Pools operating out of the two home terminals, and/or in accord with Section II (d) and (e). Deadhead crews will be counted the same as working crews. The Board shall be composed of the Superintendent, or his designated representative, and the Local Chairmen involved.
- (b) Mileage equalization shall be at intervals requested by the United Transportation Union, but not more frequent than at seven (7) day intervals.

SECTION XIV

Any employee assigned in intradivisional service, or who has dual road and yard seniority, with home terminal at Belen, as of the date of this award shall have the option to change his residence to Clovis. If this option is exercised by an employee, Carrier shall be obligated to pay for such employee's normal, necessary and reasonable moving expense and cost of transportation for such employee and his immediate family or any dependent living with such employee moving to Clovis. Carrier must be given at least ten (10) days' advance notice of the employee's intent to move. Carrier will not be obligated to move any employee more than one time from Belen to Clovis.

SECTION XV

Nothing herein contained shall be construed as modifying or amending any of the provisions of the Schedule Agreements between the Carrier and the United Transportation Union (C,T&E) except as herein provided.

SECTION XVI

The provisions contained in this Award shall become effective at 12:01 AM, on the 1st day of November, 1973, and remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Amarillo, Texas, on the 19th day of October, 1973.

(Signed by Labor Member C. F. Christianson and Chairman Gene T. Ritter)

APPENDIX NO. 72

Letter dated July 7, 1978, Vice President Elterman to General Chairman Cantrill, Easley and Sawyer, U.T.U.:

This will confirm our discussion concerning operation of the so-called "Ten Packer" at which time it was understood a Ten Packer would be considered as five (5) regular cars on the basis two (2) units of the Ten Packer were the equivalent of one regular car. Also, if for some reason one or an odd number of Ten Packer component units had to be removed, resulting in an odd number of units being handled in the train, the odd units would be considered as a whole car. For example, three (3) component units had been removed, the remaining seven (7) handled in the train would be considered as four (4) regular cars.

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

APPENDIX NO. 73

Letter Agreement, General Chairman Faulkner to General Managers Olson and Stuppi, July 22, 1964:

Please refer to your letter of July 20, 1964, your files B-20.2-34 and S-27-15, concerning the application of Article 40(c) of the Agreement covering temporary vacancies in baggage service, which will read:

"Temporary vacancies in train baggage service known to be of more than thirty days will be advertised; i.e., that advertisement will be issued when leave of absence for more than thirty days is requested by the incumbent of the run; with the further understanding that when the employee requesting the leave returns to service before the expiration of the advertisement the advertisement will be cancelled.

"The successful bidder for such vacancies will be assigned and may hold until displaced under seniority rules, or by the regular man returning to duty. When the regular man returns to duty he will be permitted to go back on his assignment held at the time he left the assignment, creating the temporary vacancy, unless an assignment has been advertised during his absence which he may desire.

"The man bidding in temporary vacancy and displaced by the regular man returning to duty, or by seniority rules, will exercise his seniority; except he will not be allowed to displace the regular man returning to position for which the temporary vacancy was created."

This will advise you that the above has been approved by our Committee and we suggest this be made effective August 1, 1964.

APPENDIX NO. 74
DUAL TRAINMEN'S AND YARDMEN'S SENIORITY

Agreements providing for dualization of seniority between trainmen and yardmen have been made effective on the following divisions as of the dates listed below:

Division	Date
Illinois Division, excluding former Missouri Division 60	5-01-
Middle Division, including former Western Division 60	5-01-
Former Oklahoma Division, excluding former Southern Kansas Division	5-01-60
Former Panhandle Division	5-01-60
Colorado Division, Pueblo and Canon City Districts only	5-01-60
Slaton Division	5-01-60
New Mexico Division	5-01-60
Former Pecos Division	1-01-62
Colorado Division, First, A.V. and Boise City Districts	3-01-63
Original Plains Division	
Yard/Road	1-01-62
Road/Yard	4-01-72
Former Missouri Division	
Yard/Road	3-01-62
Road/Yard	4-01-72
Former Southern Kansas Division	
Yard/Road	3-01-62
Road/Yard	7-28-71
Eastern Division	
Yard/Road	5-20-62
Road/Yard	4-01-72

Kansas City Division/Eastern Division Yard/Road	4-01-71
Colorado Division - Denver District Yard/Road	9-02-75

The following reproduced Agreement, placed in effect on the first five territories listed above, is representative of the Agreements in effect on all of the divisions listed in the foregoing. IT IS UNDERSTOOD, HOWEVER, THAT HANDLING WILL BE GOVERNED BY THE ACTUAL AGREEMENT SIGNED COVERING EACH SUCH TERRITORY:

SECTION 1
Establishment of Dual Seniority

- (a) Effective as of 1201 am, August 1, 1960, employees holding seniority dates of April 30, 1960 or earlier as yardmen on the territories aforementioned will be given a seniority date as brakeman of May 1, 1960, with the same relative standing among themselves that they hold as yard helper, following junior brakeman as of that date.
- (b) Effective as of 1201 am, August 1, 1960, employees holding seniority date of April 30, 1960 or earlier as brakemen on the territories aforementioned will be given a seniority date as yardman of May 1, 1960, with the same relative standing among themselves that they hold as brakeman, following junior yardman as of that date.
- (c) Brakemen or yardmen who enter the service and establish seniority on the districts and divisions appearing in the preamble hereof after 1201 am, May 1, 1960, shall insofar as this agreement is concerned, retain their present seniority date and acquire corresponding seniority date as brakeman or yardman.

SECTION 2
Seniority Districts and Rights

The separate seniority districts for brakemen and yardmen in effect as of August 1, 1960 are not amended or changed in any manner by this agreement. It is understood that this agreement establishing dual seniority rights for brakemen and yardmen will not affect the seniority standing of either class as such whose names appear on the seniority rosters prior to 1201 am, May 1, 1960.

SECTION 3
Seniority Rosters

- (a) Separate seniority rosters for brakemen and yardmen will be maintained so that the ebb and flow between brakemen service and conductor service shall be between the conductor's roster and the brakemen's roster. Seniority rosters for brakemen and yardmen

will be revised effective August 1, 1960 to conform to the provisions of Section 1 hereof and will be open to correction for a period of 90 days after date of issue. All requests for corrections must be addressed in writing to the officer who issued the seniority roster within 90 days following date of issuance. No request for correction will be entitled to or receive consideration if such request reaches the officer who issued the seniority roster more than 90 days following date of issuance of the roster. Typographical errors may be corrected at any time.

- (b) In preparing the revised seniority rosters as of August 1, 1960, in the event two or more employees hired on or after May 1, 1960 have the same seniority dates, their relative position on the revised rosters will be based on the time of day at which each started his first service. If this does not take care of the question in all cases a representative of the Management and the Organization will confer and agree in what order such individuals are to appear on the revised rosters.

SECTION 4 Application of Dual Seniority

- (a) Nothing herein shall change or abrogate the provisions of the agreements covering road and yard service, i.e., while employed in road service the provisions of the agreement governing road service employees shall apply; while employed in yard service the provisions of the agreement governing yard service employees shall apply.
- (b) On or after August 1, 1960, employees may exercise their seniority from yard to road service, or vice versa, by bidding or bumping only. A written application for chain gang road service by an employee in yard service will be considered as a bid. An employee having displacement rights may exercise his seniority in either road or yard service.

- (1) Except in the exercise of seniority, transfer to extra board in the other class of service will only be made upon written application and will be made effective when additional men are to be placed on that board. Dependent upon the requirements of the service, transfers may be deferred until replacements are available and such deferment will not subject the Company to penalty payments.

- (A) When forces are reduced or adjusted to the extent that an employee is unable to hold a position in the class of service assigned he shall, unless permitted to lay off, immediately place himself, seniority permitting, in the other service.

- (c) Brakemen and yardmen bidding, bumping and/or transferring from road service to yard service, or vice versa, will be required to remain in such service for a period of seven (7) calendar days unless unable to hold a regular assignment or the extra board in such service, in which event he will be subject to the above Item (A) of Paragraph (b). It is

understood that employees moving from road service to yard service, or vice versa, will not be permitted to place a bid, in the other class of service, on any advertisement closing within such seven (7) day period.

Note 1: The seven (7) day requirement of this rule will be waived when brakemen are forced into yard service, or yardmen are forced into road service as a result of force reduction. The employee may return to the service from which forced before expiration of the seven day period at the first opportunity based on his seniority standing, provided he files written request to do so. (Letter Agreement General Managers Olson and Stuppi to General Chairman Faulkner, April 30, 1962.)

Note 2: In calculating the above seven day period, the day on which the change from road to yard service, or vice versa, is made will count as the first calendar day, which will permit such employees to return to the class of service in which previously working at any time subsequent to 1201 am of the same day in the following calendar week. (Letter Agreement General Managers Olson and Stuppi to General Chairman Gloystein, June 14, 1967.)

- (d) It is understood that the ebb and flow between brakemen's service and conductor's service must be between employees working within the scope of those agreements. An employee moving from yard to road service can only take service under the Trainmen's Agreement. An employee moving from road to yard service can only come from the ranks of employees subject to the Trainmen's Agreement.
- (e) Yardmen when first taking road service will be required to pass necessary examinations and/or make student trips to the extent considered necessary by Management, without expense to the Company.

(See Appendix No. 76.)

SECTION 5 Promotion

- (a) Applicable rules will govern the promotion of brakemen and yardmen in their respective service.
- (b) Roadmen transferring to yard service shall be governed by August 8, 1953 Agreement (now Article 15(d)) and required to take promotion to engine foreman upon accumulating 18 months in either road or yard service or any combination thereof, except in cases where employees with road seniority dates prior to May 1, 1960 fail to pass the necessary

promotion examination they will forfeit their yard seniority and be restricted to road service. Brakemen holding yard rights will automatically be considered qualified as engine foremen as of date promoted to conductor. (From Letter of Understanding dated October 25, 1974, General Managers Briscoe and Fitzgerald to General Chairman Gloystein.)

- (c) Yardmen transferring to road service will be governed by Section C of the Single Seniority Agreement and Article 22(b) of the Road Schedule, except in cases where employees with yard seniority dates prior to May 1, 1960 fail to pass the necessary promotion examination they will forfeit their road seniority and be restricted to yard service.

(As revised by Memorandum of Agreement effective November 11, 1977.)

Note: For application to protected employees under Crew Consist Agreement effective May 15, 1981, refer to Addendum No. 1 of Appendix No. 75.

SECTION 6 Extra Boards

This dualization agreement will in no way serve to merge or bring together extra boards covering road and yard service.

SECTION 7 Deadheading

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

SECTION 8 General

- (a) This dualization agreement will in no way change the line of demarcation between road and yard service.
- (b) (First sentence this paragraph no longer applicable). Otherwise, this agreement shall not be construed as changing or amending the Road Agreement applicable to road service or the Yardmen's Agreement applicable to yard service, except as is necessary to make the provisions of those agreements conform with this agreement.

SECTION 9
Enacting and Terminating Clause

This agreement shall be effective as of August 1, 1960 and shall continue in effect subject to thirty (30) days' written notice by either party of a desire to change or terminate same in accordance with the Railway Labor Act, as amended.

Dated at Topeka, Kansas, June 9, 1960.

(Signatures not reproduced)

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Letter Agreement, General Managers Olson and Stuppi to General Chairman Faulkner, March 14, 1962:

Referring to your file 135.14(a) and recent conversation concerning the question of accepting bids on advertised brakemen's vacancies under the Dual Seniority Agreement from employees working as yardmen when such yardmen are junior in point of brakeman's seniority to all brakemen working as such, and vice versa:

We have drafted the following:

Bids on advertised yardmen vacancies will not be accepted from employees working as brakemen when such brakemen are junior in point of yardmen's seniority to all yardmen working as such. Likewise, bids on advertised brakemen's vacancies will not be accepted from employees working as yardmen when such yardmen are junior in point of brakemen's seniority to all brakemen working as such.

which we feel will effect uniform handling, and if you are in accord and will so advise it will be made effective.

Note: Applicable to non-protected employees only, as amended by Addendum No. 2 of Appendix No. 75.

APPENDIX NO. 75

CREW CONSIST AGREEMENT
between the
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
and the
UNITED TRANSPORTATION UNION

In full and final settlement of the Carrier's Section 6 Notice dated June 13, 1977, as it pertains to the consist of crews in road and yard service:

IT IS AGREED:

The consist of all road freight and yard crews, except as otherwise provided in this agreement, shall be not less than a conductor (foreman) and two brakemen (helpers). Such crews will hereinafter be referred to as standard crews.

Question and Answer No. 1

Q. Does this agreement change in any manner affect the consist of crews in passenger service?

A. **No.**

Question and Answer No. 2

Q. Does this agreement change in any manner agreement rules and practices pertaining to the filling of conductor/foreman vacancies?

A. **No.**

Question and Answer No. 3

Q. Does brakeman/helper indicate a combined extra board of brakemen and yardmen?

A. **No.**

ARTICLE 1

The reduction of road freight service brakeman or yard brakeman (helper) positions from any crew shall be made solely on a pure attrition basis, i.e., no road freight brakeman or yard helper position available to a protected employee under schedule rules will be blanked, nor will a protected employee be furloughed or remain on furlough as long as a reduced crew is operating

on his seniority district, except under certain conditions hereinafter provided. A protected employee may elect and be allowed to go on furlough and remain furloughed until needed on a must-fill position rather than exercise seniority on a blanked position.

Question and Answer No. 1

Q. When protected employee(s) voluntarily elects under a stay-at-home agreement to go to a furlough status, is the Carrier prevented from operating a reduced crew under any provisions of the Crew Consist Agreement?

A. No, assuming there is no protected employee(s) off-in-force involuntarily.

Question and Answer No. 2

Q. Inasmuch as "A protected employee may elect and be allowed to go on furlough and remain furloughed until needed on a must-fill position rather than exercise seniority on a blanked position", may such protected employee rescind his voluntary furlough status and return to service?

A. After 120 days, the employee may advise in writing of desire to relinquish voluntary furlough status and will also advise board(s) in order of preference he desires to be placed upon at next increase of extra board, being placed thereon, seniority permitting.

Question and Answer No. 3

Q. When is a protected employee considered involuntarily off-in-force reduction?

A. When the employee's seniority will not permit the holding of any position, including an extra board, on the employee's entire seniority district.

Question and Answer No. 4

Q. When will protected employee(s) called from off-in-force reduction status to protect an outside assignment be relieved?

A. When an extra board employee becomes available.

ARTICLE 2

(a) All employees holding a seniority date on road brakemen and/or yard switchmen seniority rosters on the effective date of this agreement shall be known and designated as "protected employees". Any such employee in a dismissed or suspended status as of the effective date of this agreement, or thereafter, who is subsequently reinstated with seniority rights

unimpaired shall also be a protected employee.

Question and Answer No. 1

Q. Does "or thereafter" apply to future dismissals?

A. Yes.

ARTICLE 2(b)

(b) A protected employee shall retain the right to exercise seniority to must-fill, blanked or blankable second brakeman or second yard helper positions (except those specified in Article 15 below and assignments which could be manned by one conductor (foreman) and one brakeman (helper) prior to the effective date of this agreement), subject to certain conditions provided for in this agreement. The protection against furlough for employees protected under pre-existing crew consist agreements is preserved.

Question and Answer No. 1

Q. Will blankable second brakeman/helper positions continue to be bulletined?

A. Yes, where rules now require until no bids are received on such positions from protected employees, in which event the positions will be blanked.

Question and Answer No. 2

Q. Does a protected employee retain the right to exercise seniority to a blanked second brakeman/helper position?

A. Yes, if he has a bump coming, except on those specified in Article 15 and assignments which could be manned by reduced crew prior to this agreement.

Question and Answer No. 3

Q. Will crews hereafter operated on a "one and one" basis pursuant to prior crew consist agreements be subject to the Special Allowance and Productivity Fund payments on the effective date of this agreement?

A. Yes.

Question and Answer No. 4

Q. If a permanent vacancy on a blankable position closes without bid, at a time protected employees are off-in-force involuntarily, can you blank position?

- A. No. The junior unassigned protected is force assigned. Past practice would then be followed as to whether a recall to senior OIFR protected (involuntary) is issued immediately or wait until normal checking time when determination will be made as to whether the regulation of the extra board requires issuing recall(s). If there are no protected employees off-in-force involuntarily at the time bids close, the position is blanked.

ARTICLE 2(c)

- (c) Brakemen and/or switchmen establishing seniority after the effective date of this agreement shall be known and designated as "non-protected employees" and shall not have the right to exercise seniority to or otherwise be used on blanked or blankable second brakeman or second yard helper positions.

Question and Answer No. 1

- Q. Is a non-protected employee's seniority restricted except as set forth in Article 2(c)?

A. **NO.**

Question and Answer No. 2 (Coast Lines Only)

- Q. Under Article 10, Section 18 of the current agreement a helper who fails promotion on second attempt forfeits seniority and acquires a new date as helper. Since this new date will be subsequent to the effective date of the Crew Consist Agreement, would a protected employee retain that status?

A. Yes.

ARTICLE 3

- (a) The term "must-fill" positions are positions covered by agreements between Carrier and UTU, except second brakeman (yard helper) positions in road and yard service which may be blanked pursuant to this agreement.
- (b) The term "blanked" position refers to a second brakeman or helper position on a crew which is not filled and works as a "reduced crew."
- (c) The term "blankable" position refers to a second brakeman or helper position on a standard crew which is filled by a protected employee and which, under certain specified conditions, can be operated as a "reduced crew" in the absence of a second brakeman/helper.

- (d) A "reduced crew" is a crew that operates with a conductor (foreman) and one brakeman (helper).

ARTICLE 4

No Carrier supervisor, official, or non-craft employees (including yardmasters) shall be used to supplant or substitute in the exclusive work of any train or yard crew working under UTU Agreements.

ARTICLE 5

No protected employee will be moved from a standard crew of a conductor/foreman and two brakemen/helpers to a reduced crew of a conductor/foreman and one brakeman/helper in order to make such crew a standard crew of a conductor/foreman and two brakemen/helpers, except as provided in Article 13 hereof.

ARTICLE 6

Permanent must-fill vacancies (other than those referred to in Paragraphs (a), (b) and (c) below), which are not filled voluntarily in the usual manner, will be filled by assigning the most junior brakemen/helpers on the extra board. If non-protected employees are assigned (either by choice or if forced), an equal number of protected employees electing to remain on or go on the extra board will, in reverse order of seniority, lose their status in filling blankable positions so long as non-protected employees are holding must-fill positions. However, a protected employee on the extra board so affected will be permitted to exercise his seniority on any must-fill position held by a non-protected employee at any time by giving the appropriate Carrier officer a twenty-four (24) hour notice.

Question and Answer No. 1

- Q. Do protected employees who lose their status as such, due to non-protected employees holding must-fill positions, lose their trip credits toward the distribution of the Productivity Fund during the period of time they are considered non-protected?
- A. Yes, they are considered for all purposes during this time of lost status the same as any other non-protected employees.

Question and Answer No. 2

- Q. When the above protected employees, who have lost their status, elect to give the 24-hour notice, what are their rights?
- A. They will gain no rights other than those in effect under Dual Seniority prior to crew consist except that granted by Article 6 of this agreement.

ARTICLE 6(*a)

- (a) Permanent must-fill vacancies and/or additional turns in pool freight service not voluntarily filled in the usual manner will be filled by assigning the most junior protected brakemen among those on the extra board and those holding blankable positions in that pool.

Question and Answer No. 1

- Q. Will the junior protected extra board employee be assigned or the junior of the protected on the extra board and those on blankable pool positions?
- A. The junior protected from the combination of the extra board and the blankable pool positions.

ARTICLE 6(b)

- (b) Permanent must-fill vacancies in yard service not voluntarily filled in the usual manner will be filled by assigning the most junior protected helpers among those on the extra board and those holding blankable positions on the same shift (starting time bracket) in the same yard (switching limits).

Question and Answer No. 1

- Q. Does the wording in 6(b) and 7(a) reading "same starting time bracket" mean the time periods referred to in existing starting time rules?
- A. Yes, for example, 0630 to 0800, 1430 to 1600, and 2230 to 2400 where three eight-hour shifts are worked in continuous service.

ARTICLE 6(c)

- (c) Permanent must-fill vacancies at outlying points not filled voluntarily in the usual manner will be filled by assigning the most junior protected brakemen/helpers among those on the extra board(s) and those holding blankable positions in the same class of service on jobs with the same on-and-off duty points; same working limits; same rates of pay; and the same or nearest the same starting time (not to exceed one hour earlier or later).

Protected brakemen/helpers being moved from a blankable position to a must-fill position, as outlined in Paragraphs (a), (b) and (c) above will be made whole for any loss of time that might be incurred while making the forced move.

Question and Answer No. 1

- Q. How is the make-whole calculated for protected employees moving from blankable to must-fill positions under (a), (b) and (c)?
- A. What would have been earned on the last trip or tour of duty on the blankable position versus what was earned on the first trip or tour of duty on the must-fill position.

Question and Answer No. 2

- Q. Does the last paragraph provide for deadhead payment, when deadheaded, if the employee is force assigned?
- A. Current rules prevail.

ARTICLE 7

Protected brakemen and switchmen on the extra board shall be used on blankable second brakemen/yard helper vacancies and on must-fill vacancies to the extent specified below. However, as provided in Article 6 of this agreement, protected extra board employees will not be used on blankable second brakemen/yard helper vacancies as long as they remain on the extra board and must-fill positions are assigned to non-protected employees.

Non-protected brakemen/yardmen on the extra board shall be used only on must-fill vacancies and shall have no claim if run around by a protected brakeman/yardman used on a blankable vacancy.

Question and Answer No. 1

- Q. Will non-protected brakemen/yardmen be called in their turn from the extra board to fill second brakemen/helper positions or vacancies in instances where it is mandatory to use a standard crew under the terms of this agreement?
- A. Yes, under such circumstances second brakemen/yardmen positions or vacancies will be classified the same as "must-fill" positions or vacancies.

Question and Answer No. 2

- Q. If the vacancy is for a blankable position and one or more non-protected stand 1st, 2nd, etc., do you run around these and call a protected extra board employee?
- A. Yes.

Question and Answer No. 3

Q. Would you call a protected extra board brakeman with prior service (not rested) for a blankable position, even if called around a non-protected brakeman?

A. Yes, if in the opinion of dispatcher the employee has sufficient time to make the trip. Prior rules and practices remain unchanged.

Question and Answer No. 4

Q. Will a protected employee occupying a blankable position be subject to discipline if a call is missed for service on other than his regular assignment?

A. **No.**

ARTICLE 7(a)

(a) Yardmen's Extra Board. All extra board yardmen will continue to be confined to five straight-time, eight-hour shifts in their work week under the Five-Day Work Week Agreement currently in effect. Road service work not to be considered.

After all available extra board yardmen have worked their allotted number of shifts, or the

extra board is exhausted, any must-fill vacancy will be filled in seniority order by a protected helper who has in a written request and who is assigned to work that day on a blankable position in the same starting time bracket in which the vacancy exists. The senior protected yardman contacted will fill the vacancy and will receive no less compensation than would have been earned on his own assignment. In the absence of an available protected helper with a written request, the junior protected helper working a blankable position in the same starting time bracket will fill the vacancy and will receive

no less compensation than would have been earned on his own assignment.

In the event there are no available protected yard helpers holding blankable positions in the same starting time bracket in which the vacancies exist, said vacancies will be filled

in accordance with the rules or practices in effect prior to this agreement.

Question and Answer No. 1

Q. Will a time and one-half tour of duty in yard service be counted as a day against a helper on the yard extra board under the provisions of this Article 7(a)?

A. No, time and one-half tours will not be counted in computing the five straight-time, eight-hour shifts in his work week.

Question and Answer No. 2

Q. When the most junior available protected yard helper on a blankable position in the same starting time bracket is used on a must-fill vacancy, does the overtime rate apply because of doubling?

A. No, only straight time rate is applicable.

Question and Answer No. 3

Q. If a yardman is holding a 3:00 p.m. assignment and is not notified until arrival his services are needed at 4:00 p.m., when will his pay and overtime commence?

A. Pay shall commence at 3:00 p.m., overtime after 11:00 p.m.

Question and Answer No. 4

Q. If a yardman is holding a 4:00 p.m. assignment and is not notified until arrival at 4:00 p.m. his services were needed at 3:00 p.m., when will his pay and overtime commence?

A. Pay shall commence at 4:00 p.m. with a minimum of a basic day, overtime after 12:00 midnight.

Q. If the above man shows at 3:30 p.m., when will pay and overtime commence?

A. 3:30 p.m. and 11:30 p.m., i.e., when placed with the crew.

Question and Answer No. 5

Q. Would you run around non-protected yardmen and use a protected employee even if it would result in time and one-half payment?

A. Yes, so long as the employee is fully rested under the Hours of Service Law.

Question and Answer No. 6

Q. If there was a blankable vacancy on a 7:00 a.m. engine and a must-fill vacancy on an 8:00 a.m. engine with only one extra board yardman, who was a protected employee, how would you fill the positions assuming the one regular helper on the 7:00 a.m. engine was the junior protected helper working a blankable position in the same starting time bracket?

A. The protected extra board yardman would be called for the 7:00 a.m. blankable vacancy

and then notified to protect the 8:00 a.m. must-fill position.

Question and Answer No. 7

Q. Is it permissible to hold back a yard extra board protected employee, thus running around such employee, so he may be used at a later time to fill a specified vacancy requirement?

A. **No.**

Question and Answer No. 8

Q. Are employees who have filed request for service under Side Letter 8, Article 23(M)(10), or the Agreement of December 30, 1981, eligible for service on must-fill positions?

A. If the steps outlined in Articles 7(a) and 7(b) do not provide an employee for a must-fill position, said vacancies will be filled in accordance with rules and practices in effect prior to the Crew Consist Agreement.

ARTICLE 7(b)

(b) Brakemen's Extra Board.

- (1) When extra board brakemen have earned 1,000 miles in a work week (a period of seven consecutive days starting with Friday), they will not be used for the remainder of the work week on other than must-fill vacancies.
- (2) When the extra board is exhausted, must-fill vacancies on assignments protected by that extra board will be filled by the junior available protected brakemen holding blankable positions at that point. The protected brakemen being forced from their regular blankable positions will be paid not less than they would have earned on their regular assignments.
- (3) The rotation of pool turns will be maintained and the turns will be run first in first out.
- (4) When the extra board is exhausted and a must-fill vacancy cannot be filled in accordance with Item (2) above, a must-fill vacancy in pool freight service will be filled by stepping up the first out available brakeman in that pool. In other service, the senior brakeman at that point will be used on the must-fill vacancy.
- (5) When a brakeman is used from a must-fill position to another must-fill position under Item (4) above, he will be paid the earnings of his regular assignment in addition to what he earns on the temporary vacancy.

Question and Answer No. 1

- Q. What earnings will be used to compute the 1,000 miles in road service for extra board employees under the provisions of Article 7(b)?
- A. All miles paid for less arbitraries, i.e., miles run, with a minimum of 100, overtime and deadhead, passenger miles to be equivalent freight miles.

Question and Answer No. 2

- Q. Will an extra board employee be relieved from an outlying assignment after earning 1,000 miles in a work week?
- A. Yes, provided relief is available and the position is to be filled under the terms of this agreement.
- Q. Will the extra board employee sent to relieve the employee who has earned 1,000 miles in the work week be allowed deadhead pay when deadheaded?
- A. Yes, as well as the employee relieved who has earned the 1,000 miles.

Question and Answer No. 3

- Q. Would you call a protected extra board brakeman with prior service (not rested) for a blankable position, even if called around a non-protected brakeman?
- A. Yes, if in the opinion of dispatcher the employee has sufficient time to make the trip. Prior rules and practices remain unchanged.

Question and Answer No. 4

- Q. While it is the responsibility of the extra board brakemen to register their miles, must they also maintain the accumulated total?
- A. **No.**

Question and Answer No. 5

- Q. Would the miles made by an extra board brakeman as emergency conductor be charged against the brakemen's extra board?
- A. No, only to the conductors' extra board.

Question and Answer No. 6

- Q. How long is a standard road switcher crew going to be worked as a reduced crew when a member of that crew lays off for cause after commencing duty or ties up under the Hours of Service, when there are available extra protected brakemen on the extra board?
- A. Assuming the road switcher is assigned on a turnaround basis, until that tour of duty is completed. If the vacancy is for the conductor's position and there is a promoted brakeman on the crew, the senior promoted will be used as conductor and the brakeman's position will not be filled. In either case, the remaining two crew members will be paid the Special Allowance and payment will be made to the Productivity Fund. In both instances there will be no claim for not filling the brakeman's position; however, the brakeman used as conductor will be allowed a minimum of a day as conductor in addition to payment due as brakeman until placed in service as conductor.

Question and Answer No. 7

- Q. When a member of a standard road crew ties up en route under the Hours of Service Law, will the remaining crew members be paid the \$6.98 Special Allowance and \$48.25 payment made to the Productivity Fund if they are instructed to work as a reduced crew?
- A. Yes.

Question and Answer No. 8

- Q. Will a protected employee occupying a chain gang or pool turn position be subject to censure or discipline if a call is missed for service on other than his own pool turn or chain gang position?
- A. **No.**

Question and Answer No. 9

- Q. After extra board trainmen have earned their 1,000 miles, how are they utilized?
- A. They will continue to remain on the extra board, working on a first-in, first-out basis; however, their use from the extra board will be limited to the service available to non-protected extra board brakemen until the commencement of a new work week.

Question and Answer No. 10

- Q. Shall rotation of pool turns be run first-in, first-out?

- A. The provision "first-in, first-out" was written specifically in the agreement to indicate the Carrier would use employees to fill out the crew when the regular members were off the turn, rather than just permit the turn to remain first out and use the second out crew in its place.

Question and Answer No. 11

- Q. What does "at that point" mean in 7(b)(2) and (4)?
- A. In (2) if there was a vacancy at an outlying point, it would first be filled by the junior brakeman holding a blankable position at the same outlying point, thence to the extra board point. In (4), pool service is filled from the same pool, whereas any other service is filled by the senior of all service, i.e., pool, local, switcher, etc., at the pool point regardless of where the vacancy exists.

Question and Answer No. 12

- Q. When a protected employee is involuntarily off in force and a reduced crew is operated, do you count the mileage of the unoccupied position for mileage regulation purposes?
- A. Yes, so long as a protected employee is involuntarily off-in-force reduction and the reduced crew did not result from personal leave day(s).

Question and Answer No. 13

- Q. Does Article 7(b)(3) require running pool turns first-in, first-out even though one or more employees assigned to the turn cannot be used because of prior service on said turn?
- A. No. The next out turn with sufficient time to work under the Hours of Service Law will be used.

Question and Answer No. 14

- Q. Does the above prior service theory also apply to an extra board employee?
- A. If an extra board employee does not have sufficient time under the Hours of Service Law, because of prior service, to make the trip, the extra board employee need not be called.

Question and Answer No. 15

- Q. When will a regular employee(s) be relieved who has been used to fill a must-fill position on an outside assignment under Item (2)?

- A. When regular man reports or an extra board employee becomes available, whichever occurs first.

Question and Answer No. 16

- Q. If both brakemen positions on an outside assignment are temporarily vacant and the extra board is exhausted, how are they filled?
- A. The first vacancy would be must-fill and filled under Article 7(b)(2). The other vacancy would be blankable and an employee involuntarily OIFR with request on file would be used, if available.

Question and Answer No. 17

- Q. In the above example, if the extra board is exhausted the following day, do both brakemen remain on the vacancies?
- A. No. Since both positions are occupied, the brakeman used under Article 7(b)(2) is no longer on a must-fill and should be released.

Question and Answer No. 18

- Q. In the above example, assuming the brakeman used under 7(b)(2) is released, the extra board is still exhausted on day 2 and another OIFR employee with request on file is sent to fill the second position, which OIFR employee should be released on day 3 if one extra board brakeman becomes available?
- A. The junior of the two OIFR employees.

Question and Answer No. 19

- Q. Are employees who have filed request for service under Side Letter 8, Article 23(M)(10), or the Agreement of December 30, 1981, eligible for service on must-fill positions?
- A. If the steps outlined in Articles 7(a) and (b) do not provide an employee for a must-fill position, said vacancies will be filled in accordance with rules and practices in effect prior to the Crew Consist Agreement.

Question and Answer No. 20

- Q. How are the make whole provisions of the Crew Consist Agreement applied?

- A. What the employee would have earned on his/her regular assignment, had the employee remained thereon, less what the employee actually earned for the period the employee was prevented by the Carrier from protecting his/her regular assignment.

ARTICLE 8

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

There will be no change in the existing practices or agreements in the regulation of the number of turns (crews) in chain gang freight pools. Where extra boards are not guaranteed the local chairmen and local officers will agree on the number of employees to be assigned to the respective extra boards under current regulation rules.

Question and Answer No. 1

- Q. When a protected employee is involuntarily off-in-force and a reduced crew is operated, do you count the mileage of the unoccupied position for mileage regulation purposes?
- A. Yes, so long as a protected employee is involuntarily off-in-force reduction and the reduced crew did not result from personal leave day(s).

ARTICLE 9

In the event a standard yard crew member fails to report for duty at the assigned reporting time, the remaining crew members may be required to work on a reduced crew basis not to exceed one hour if there is an available protected helper on the extra board who will be called to fill the vacancy. If there is no available protected helper on the extra board, the position will be blanked and the remaining crew members will finish that tour of duty. They shall be paid the Special Allowance and payment will be made to the Productivity Fund as provided for in Articles 18 and 19 of this agreement.

ARTICLE 10

In the event that any member of a standard yard crew discontinues duty before completion of the crew's tour of duty, he shall be paid for the actual time on duty. If a replacement is called, the remaining two crew members may be required to work not to exceed one hour. The Carrier may elect to tie the crew up rather than call a replacement, or in the event no protected helper is available from the extra board, the remaining two crew members may be required to work on a reduced crew basis and receive the Special Allowance and payment shall be made to the Productivity Fund as hereinafter provided in Articles 18 and 19.

Question and Answer No. 1

Q. When a member of a standard yard crew discontinues service during a tour of duty and the extra board is exhausted, is the Carrier required to call a yardman from any other source, such as those having request under the provisions of Side Letter No. 8 or its equivalent, to fill the vacancy?

A. **No.**

ARTICLE 11

In the event a standard road crew member (brakeman) fails to report before departure of his train from the home terminal (i.e., before the train starts to move from the track on which it was made up), the crew may be used on a reduced crew basis to and from the away-from-home terminal provided the trains they operate do not exceed 121 cars, or 6,840 feet, exclusive of engine(s) but including caboose(s). The two crew members so used will be paid the Special Allowance and payments will be made to the Productivity Fund as provided in Articles 18 and 19 of this agreement.

If a brakeman of a standard crew is given less than the required advance call, the train will be held until the brakeman reports but not to exceed the amount of time the call was short.

Question and Answer No. 1

Q. If there is switching to be performed and one member of the standard road crew fails to report for duty at the on-duty time, may the crew commence switching and depart from the terminal or complete their tour of duty as a reduced crew?

A. Yes, under these circumstances the time the crew starts switching rather than the time "the train starts to move from the track on which it was made up", will be controlling in the application of Article 11.

Question and Answer No. 2

Q. If a reduced crew is used under Article 11, is there any prohibition against setting out, picking up or switching on either the trip to the away-from-home terminal or the trip to the home terminal?

A. No, unless otherwise prohibited in other current rules applicable to standard crews.

ARTICLE 12

If a brakeman on a standard train crew on a straight-away road assignment at the away-from-home terminal is unavailable for reasons of his own, including marking off, the remaining two

crew members may be required to work back to their home terminal, providing the train does not contain more than 121 cars, or 6,840 feet exclusive of engine(s), but including cabooses, and will receive the Special Allowance and payment will be made to the Productivity Fund as provided in Articles 18 and 19 of this agreement.

In the event that the train does contain more than 121 cars, or 6,840 feet exclusive of engine(s), but including cabooses, so as to require a standard crew, and unless otherwise agreed to by the Local or General Chairman, the second brakeman position will be filled in accordance with the applicable provisions of Article 13 below.

Question and Answer No. 1

Q. May a brakeman on a standard train crew who was not available for a turnaround road assignment at the away-from-home terminal, be used for a subsequent straightaway trip to the home terminal when the crew is next called and he is available?

A. **No.**

ARTICLE 13

At the away-from-home terminal, when (1) a vacancy exists on a reduced crew or (2) the train on which the crew is to be used requires a standard crew, or (3) in order to restore a reduced crew to a standard crew handling a train in excess of 121 cars, or 6,840 feet as provided in Articles 11 and 12, the vacancy will be filled in the following sequence:

- (a) By stepping up the first rested and available brakeman from a blankable position in the same pool.
- (b) By stepping up the first rested and available brakeman from a must-fill position in the same pool.
- (c) By deadheading a brakeman from the home terminal.

In the application of Paragraphs (a) and (b), it is understood that subsequent brakemen will not be stepped up to fill a vacancy on a crew from which a brakeman had been stepped up, in order to make that crew a standard crew. The brakeman who is stepped up to restore a crew to a standard crew as provided for in the first paragraph of this Article 13 will be allowed the Special Allowance as provided in Article 18 of this agreement separate and apart from the make-whole provisions set forth next below.

Brakemen used off their regular assignment under (a) or (b) above will be returned to their regular assignment at the home terminal and will receive no less compensation than they would have earned had they remained on their regular assignment.

Question and Answer No. 1

Q. Under what circumstances is the Carrier restricted from stepping up a brakeman at the away-from-home terminal to fill vacancy on a second brakeman position?

A. Only when the vacancy he stepped up to was caused by the Carrier in order to operate a previous train out of the away-from-home terminal requiring a standard crew. Vacancies caused by brakemen marking off at the away-from-home terminal for reasons of their own
on reduced or standard crews may be filled as provided for in Article 13(a) and (b) without restriction.

Question and Answer No. 2

Q. When stepping up a brakeman at the away-from-home terminal under Article 13(a), which brakeman on the crew should be selected?

A. Except when both brakemen on the crew are extra board brakemen, the senior brakeman should be selected. If both are extra board brakemen, the one who stood first out when they were called from the extra board should be selected. If the brakeman so selected cannot be contacted, the other brakeman on the crew may be used.

Question and Answer No. 3

Q. Will a trainman who stands to be stepped up under this article be disciplined should he miss the call?

A. **No.**

Question and Answer No. 4

Q. How are the make whole provisions of the Crew Consist Agreement applied?

A. What the employee would have earned on his/her regular assignment, had the employee remained thereon, less what the employee actually earned for the period the employee was prevented by the Carrier from protecting his/her regular assignment.

ARTICLE 14

The following car limits and train length limitations shall be made effective in road freight service:

Trains of one to 71 cars but not to exceed 4,015 feet in length, exclusive of engine(s) but including caboose(s), may be operated with a reduced crew of one

(1) conductor and (1) brakeman, subject to other provisions of this agreement.

Trains of 72 cars to 121 cars but not to exceed 6,840 feet in length, exclusive of engine(s) but including cabooses, may be operated with a reduced crew of one (1) conductor and one (1) brakeman by agreement between the appropriate UTU Local Chairman or Local Chairmen and local carrier officers with the approval of the appropriate General Chairman or General Chairmen and Carrier's Vice President - Personnel and Labor Relations.

Trains consisting of more than 121 cars or exceeding 6,840 feet in length, exclusive of engine(s) but including cabooses, will be operated only with a standard crew.

Employees will not be required to operate with less than the required train crew consist specified in this agreement nor will they be censured or disciplined in any manner for refusal to do so.

Question and Answer No. 1

- Q. Do the car limits and train length provisions of Article 14 apply to assignments which could be manned by one conductor and one brakeman prior to the effective date of this agreement?
- A. Yes.

Question and Answer No. 2

- Q. Do car limits and train length provisions of Article 14 apply to traveling switchers classified as road assignments?
- A. Yes, when handling train between stations on road trip.

ARTICLE 15

- (a) New business or new service operations of trains not exceeding 121 cars or 6,840 feet in length, exclusive of engine(s) but including cabooses, such as piggyback, unit and commodity trains, established to compete with other modes of transportation, such as trucks, ships and barges; and all non-revenue trains, such as snow plows, work or wreck trains (including handling of wreck trains, terminal to terminal) may be operated with a reduced crew of not less than one (1) conductor/foreman and one (1) brakeman/yard helper.

Question and Answer No. 1

- Q. Prior to the effective date of this agreement, there were four pool crews in service on a division and after the effective date of this agreement business increases and two

additional pool crews are added to the pool service. Can this be considered new business or new service operations?

A. No.

Question and Answer No. 2

Q. If new business is obtained from other modes of transportation, can it be protected by reduced crews, including pool crews?

A. Yes.

ARTICLE 15(b)

(b) Where such service is protected from extra boards or by crews exclusively assigned to such service, it may be manned by reduced crews. When such service is protected by standard crews, second brakeman (helper) vacancies will be filled by available protected extra board brakemen (helpers) to the extent provided for in Article 7 of this agreement.

ARTICLE 15(c)

(c) Car limits and train lengths set forth in this agreement do not apply to reduced Hours of Service relief road crews, except that if the train consists of more than 71 cars or 4,015 feet, no scheduled work will be performed en route to the terminal.

Question and Answer No. 1

Q. In the event a crew is relieved because of the Hours of Service Law before departing its initial terminal and a relief crew is called to handle the train of the crew being relieved, will the car limits and train lengths, as provided for in Article 14 hereof, apply to the relief crew?

A. Yes, because the train has not departed its initial terminal.

Question and Answer No. 2

Q. Does this application have any effect on yard crews, reduced or standard, being used to handle Hours of Service Law trains within the 15-mile limit?

A. **No.**

ARTICLE 16

- (a) Portable radios will be furnished each member of a reduced crew consisting of one conductor (foreman) and one brakeman (yard helper) for his use while on duty. Such radios will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body or will be of such size as to permit being placed in coat or trouser pocket. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function. Carrier will be responsible for maintenance of radios and employees will not be held responsible for failure or malfunction of radio equipment unless obviously caused by employee abuse or tampering.

Question and Answer No. 1

Q. Does any part of Article 16 supersede or amend the provisions of the Radio Rules contained in Rules - Operating Department?

A. **No.**

Question and Answer No. 2

Q. How will the portable radios be "furnished" to members of reduced crews?

A. They will be made available at the on-duty point for crew members to pick up who will turn them in at the off-duty point.

ARTICLE 16(b)

- (b) Sufficient frequency channels will be utilized to provide safe communication.

Question and Answer No. 1

Q. Is it understood the Carrier cannot furnish extra channels if they are not available to the Carrier?

A. Yes.

ARTICLE 16(c)

- (c) Except in an emergency, reduced yard crews will not be required to start switching or perform transfer service without operable portable radios and, in addition, operable radio on engines nor will they be censured or disciplined in any manner for refusing to do so.

Question and Answer No. 1

- Q. Presently there are some reduced crews operating without benefit of radios for each member of crew. Will the new rule require each member to have a radio immediately?
- A. No. Operation will continue in accordance with past practice until an ample supply of radios have been received, but within six months unless otherwise mutually agreed to.

Question and Answer No. 2

- Q. What will be the requirements for providing radios to other reduced crews?
- A. If the Carrier originates an order upon notification of ratification, six months' extension will be provided. Should there be failure of delivery through no fault of the Carrier, the matter will be further discussed.

Question and Answer No. 3

- Q. When a member of a standard yard crew fails to report or discontinues service before completion of tour of duty, will such crew be provided with portable radios?
- A. Yes, when under the provisions of this agreement the crew is classified as a reduced crew and entitled to the Special Allowance and payment is to be made to the Productivity Fund.

Question and Answer No. 4

- Q. How long will a reduced yard crew be required to work after radio fails while working?
- A. After the 6-month period, not to exceed 1'00" from time of notification.

ARTICLE 16(d)

- (d) Except in an emergency, reduced crews in road service will not be required to perform switching or depart a terminal with train not having radio communication between rear and head end of train in addition to operable portable radios, nor will they be censured or disciplined in any manner for refusing to do so.

Question and Answer No. 1

- Q. What is meant by the wording, "head end of train"?
- A. The control unit of the locomotive.

Question and Answer No. 2

Q. What is an "operable portable radio"?

A. One which will transmit and receive.

Question and Answer No. 3

Q. Presently there are some reduced crews operating without benefit of radios for each member of crew. Will the new rule require each member to have a radio immediately?

A. No. Operation will continue in accordance with past practice until an ample supply of radios have been received, but within six months unless otherwise mutually agreed to.

Question and Answer No. 4

Q. What will be the requirements for providing radios to other reduced crews?

A. If the Carrier originates an order upon notification of ratification, six months' extension will be provided. Should there be failure of delivery through no fault of the Carrier, the matter will be further discussed.

Question and Answer No. 5

Q. How long is a road switcher crew going to be worked as a reduced crew without a radio?

A. After the 6-month period, not beyond the end of that tour of duty.

ARTICLE 17(a)

- (a) The Carrier is not restricted by this agreement from establishing or continuing assignments which have been single-position assignments such as but not limited to pilots, skatemen and car retarder operators.
- (b) Where the Carrier elects to operate a job with a crew consist in excess of that required by this agreement, and the excess position on a crew is filled for five (5) consecutive days, the senior employee making application for the position will be assigned if the position is to be continued. The position may be abolished at any time pursuant to the usual notice requirements.

Question and Answer No. 1

Q. How will it be known that the Carrier has elected to operate a job with a crew in excess

of
that required by the agreement?

- A. It will not be assumed that the Carrier has elected to operate a job with a crew in excess of that required by the agreement unless the blankable position on the crew is filled for five (5) consecutive days and on one or more of those days the position is filled by a non-protected employee. In other words, Article 17(b) will not apply to situations where the second brakeman/helper position is filled as the result of using protected employees from the extra board or as the result of a protected employee exercising his right to fill a blankable position in conformity with the agreement. However, the Carrier may post a notice or bulletin a job with two or more brakeman/helper positions designated as must-fill positions.

ARTICLE 18

Beginning on the effective date of this agreement, road freight train and yard service crew members, both protected employees and non-protected employees, working on reduced crews shall be paid an additional Special Allowance of \$4.00, as adjusted, for each tour of duty worked, as compensation for the additional services and responsibilities consistent with the operation of a reduced crew.

The \$4.00 Special Allowance is subject to all retroactive wage and cost-of-living allowance increases from January 1, 1978, and to all future wage and cost-of-living allowance increases becoming effective on or subsequent to the date of this agreement.

Question and Answer No. 1

- Q. With respect to Questions and Answers 1 and 2 applicable to Article 19(a), what Special Allowances would be paid?
- A. The Special Allowances would be paid the same, one.

Question and Answer No. 2

- Q. When a member of a standard road crew ties up en route under the Hours of Service Law, will the remaining crew members be paid the \$6.98 Special Allowance and \$48.25 payment made to the Productivity Fund if they are instructed to work as a reduced crew?
- A. Yes.

ARTICLE 19(a)

- (a) For each yard tour of duty or road freight service trip that a crew is operated with one (1) conductor or foreman and one (1) brakeman or yard helper, the Company will pay into the Employees' Productivity Fund the sum of \$48.25. This payment will be made on a pay period cash basis for the sole and exclusive benefit of the eligible protected road freight

train and yard service employees represented by the United Transportation Union and is to be considered as an account or trust of and for the protected employees as a sharing in productivity savings. The \$48.25 payment will not be subject to future general wage increases or cost-of-living adjustments.

Question and Answer No. 1

Q. When a reduced crew protects an ID train, even though for pay purposes, a new day commences out of a recognized terminal, how many payments are made to the Productivity Fund?

A. One.

Question and Answer No. 2

Q. If a crew is called for straight away or turn around service into or out of a point which, for pay purposes, may require payment of a new day, how many payments will be made to the Productivity Fund?

A. One.

Question and Answer No. 3

Q. When a member of a standard road crew ties up en route under the Hours of Service Law, will the remaining crew members be paid the \$6.98 Special Allowance and \$48.25 payment made to the Productivity Fund if they are instructed to work as a reduced crew?

A. Yes.

ARTICLE 19(b)

(b) Separate Employee Productivity Accounts shall be maintained for each particular road and yard seniority district unless otherwise agreed to by the General Chairmen and Carrier's Vice President - Personnel and Labor Relations. At the end of each year, each protected employee performing service in that particular seniority district will share in the division of the Employees' Productivity Fund, according to the number of yard tours of duty and/or road freight trips performed in that district during that calendar year. For equity purposes, each paid vacation day taken by a protected employee in road freight and/or yard service will be credited in computing his share of the Productivity Fund.

EXAMPLE

Amount in fund at the end of year	\$288,000
Number of protected employees	200
Total number of road freight service trips and/or yard tours of duty by protected employees only	12,000

$\$288,000 + 12,000 = \24 per share
Each protected employee receives
\$24 x the number of his trips or
tours of duty.

Question and Answer No. 1

- Q. Do the number of days not worked while protecting the extra board go to the credit of the protected employee toward the number of yard tours of duty credited for the purpose of sharing in the Productivity Fund?
- A. No, only actual service performed in freight or yard service is so credited.

Question and Answer No. 2

- Q. In the event of the death of a protected employee who is entitled to payment from the Productivity Fund, will his part be paid to the estate or beneficiary?
- A. Yes, at the end of the year when disbursements are made.

Question and Answer No. 3

- Q. Section (b) provides that for each paid vacation day taken by a protected employee he will be credited with that day in computing his share of the Productivity Fund. Will "Personal Leave" days taken by an employee also be credited in computing his share of the Productivity Fund?
- A. **No.**

Question and Answer No. 4

- Q. How many shares will be credited for each week of vacation taken by a protected employee in road freight or yard service under this Article?
- A. Seven.

Question and Answer No. 5

Q. Will tours of duty in road or yard service on single position assignments such as pilots, skatemen and car retarder operators worked by protected employees be credited in computing their share of the Productivity Fund?

A. Yes.

Question and Answer No. 6

Q. If an employee is due an adjustment in wages due to being used off his assignment, does he receive any additional yard tours or road freight trips other than those he actually performed for purpose of determining personal share count?

A. **No.**

ARTICLE 19(c)

(c) The productivity sharing provided for above is limited to the extent that the total amount of a protected employee's annual share of the Employees' Productivity Fund cannot exceed one-third (**6**) of his total compensation for that calendar year.

EXAMPLE

The protected employee earns \$27,000 for service performed. His payment from the fund for the year could not exceed \$9,000 (**6** of \$27,000).

Question and Answer No. 1

Q. Is it understood to mean only compensation from the Carrier?

A. Yes. Compensation from any other source cannot be taken into account.

Question and Answer No. 2

Q. In view of the requirements of the Agreement covering Productivity Accounts, are Articles 19(c) and (i) of the Crew Consist Agreement interpreted to mean fiscal year in lieu of calendar year?

A. Yes.

(d) Payment made to protected employees out of the Productivity Fund shall not be included in computing vacation pay.

- (e) When a protected employee has shares in more than one Productivity Account, the amounts due from each account will be combined and the total amount paid cannot exceed one-third (⅓) of his total compensation for that calendar year.
- (f) When computing one-third (⅓) of a protected employee's total compensation in any calendar year, payments or credits received from the Productivity Fund will not be included in the computation.
- (g) Payments made to protected employees out of the Productivity Fund shall not be used in the computation of any monetary guarantees.
- (h) A part-time Union officer who is unable to work in road freight or yard service due to performing official union work will be credited for such actual days lost from his assignment toward his number of tours of duty or trips in computing his share of the Productivity Fund. The General Chairman will furnish as soon as possible, but not later than October 31 each year, to the Carrier's Payroll Accounting Department the information necessary to properly credit those individuals for the number of tours of duty or trips to be so computed. (Changed from January 31 per Letter of Understanding dated October 5, 1981)
- (i) The Company's pay period cash deposits to the Employees' Productivity Fund may be discontinued after the actual dollar amount deposited in the current calendar year is equal to not less than the full amount required to pay all protected employees a full one-third of their annual compensation for the preceding calendar year, adjusted to include cost-of-living and general wage increases due in the current calendar year. If the amount paid in is not adequate to pay all monies due under this agreement, the Company will make up the deficit.

Question and Answer No. 1

Q. In view of the requirements of the Agreement covering Productivity Accounts, are Articles 19(c) and (i) of the Crew Consist Agreement interpreted to mean fiscal year in lieu of calendar year?

A. Yes.

(j) The necessary arrangements for the establishment and administration of the Employees' Productivity Fund in compliance with ERISA and other applicable legal requirements will be finalized within 120 days from the effective date of this agreement.

ARTICLE 20

To expedite attrition an individual protected employee may request or may be offered in seniority order by the Carrier the opportunity for voluntary early separation and accept a lump

sum

separation allowance and other considerations in lieu of all other benefits and protection provided in this agreement. Such employee will be given an opportunity to elect hospital-surgical coverage for himself and his dependents in lieu of a portion or all of the severance allowance agreed upon, if he so desires.

Such request or offer for early voluntary separation shall be in writing and subject to the approval and option of both the individual employee and Carrier's Vice President - Personnel and Labor Relations.

Question and Answer No. 1

Q. Is the Carrier precluded from entertaining any protected employees' request for separation because there are senior protected employees who have not separated?

A. **No.**

ARTICLE 21

The Carrier shall continue to apply the provisions of Article VIII of Mediation Agreement A-10222 dated August 25, 1978 in the hiring of firemen.

ARTICLE 22

(a) Effective May 15, 1981, all train service employees in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave days on the following graduated basis:

<u>Years of Service</u>	<u>Personal Leave Days Per Year</u>
Less than 5 years	2 Days
Five years and less than 10 years	4 Days
Ten years and less than 15 years	6 Days
Fifteen years and less than 20 years	8 Days
Twenty years or more	10 Days

Question and Answer No. 1

Q. An employee who will have five years of service on August 1, 1981, takes two personal leave days prior to that date. Is he entitled to an additional two personal leave days after August 1, 1981?

A. Yes.

Question and Answer No. 2

- Q. In determining length of service, does clerical, mechanical, etc. service count?
- A. No, only continuous service as brakeman-conductor and/or yard helper-engine foreman.

Question and Answer No. 3

- Q. May the Carrier unilaterally refuse to grant personal leave days to those brakemen/conductors who are working as such, because of being off-in-force reduction as firemen?
- A. The Carrier will attempt to consummate an agreement with the UTU/E and BLE whereby these specific brakemen/conductors will be subject to the same terms and conditions outlined in Article 22 of the Crew Consist Agreement as any other brakeman/conductor who does not have fireman-engineer seniority, including reduction of the number of personal leave days by the number of paid holidays (or pay in lieu thereof) regardless of the class or grade of service in which engaged at the time granted a paid holiday or pay in lieu thereof. If either or both Organization, UTU/E and the BLE, refuse to consummate said agreement on a system basis, the Carrier will have the unilateral right to administer the granting of personal leave days to these specific employees.

ARTICLE 22(b)

- (b) The number of personal leave days each road freight service employee is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road service or in the exercise of dual road and yard seniority rights.

Question and Answer No. 1

- Q. If a man with more than five years and less than ten years of service, who is entitled to four personal leave days a year (receives or could have received 6 paid holidays but did not qualify due to unavailability on qualifying day or days), goes to road service, which does not qualify for holiday pay, would he be entitled to four personal leave days?
- A. Yes, but he could not get more than ten personal leave days and holiday, through the combination of the two.

Question and Answer No. 2

- Q. In the event the same man, who qualified for and who is entitled to four personal leave days, works a yard job or a road job qualifying for holiday pay and earns seven paid holidays and then takes a job that does not qualify for holiday pay, how many personal leave days would he then be entitled to?

A. Three.

Question and Answer No. 3

Q. In the case of a 20-year brakeman working the first part of the year on freight trains not governed by holiday pay, and during such time uses all ten days of his "personal leave," then goes to a road freight run covered by Holiday Pay rules, or yard service covered by Holiday Pay rule, what is his eligibility for holiday pay?

A. He would not be eligible for holiday pay, as he used his maximum ten days for the year, and no more holiday pay days would be due; similarly, if he used five days of personal leave, he would only be eligible for the five holiday pay opportunities the remainder of the year, i.e., in no event can a man accrue more than ten days' personal leave or holiday pay opportunities in combination.

Question and Answer No. 4

Q. If a passenger service employee, where no holiday pay applies, goes into freight service where the personal leave days apply, is he eligible for such days when in freight service?

A. Yes.

Question and Answer No. 5

Q. If the employee requests and is granted a personal leave day on the day that would be a qualifying day for holiday pay, how shall such day be treated?

A. For holiday pay purposes, it will be treated the same as a vacation day.

Question and Answer No. 6

Q. How will the maximum of ten (10) personal leave/paid holidays be computed for employees who hold seniority as engineer/fireman and exercise their seniority as conductors/brakemen while furloughed as firemen?

A. The number of personal leave days will be reduced by the number of paid holidays (or pay in lieu thereof) regardless of the class or grade of service in which engaged at the time granted a paid holiday (or pay in lieu thereof).

ARTICLE 22(c)

(c) Personal leave days may be taken upon 24 hours' notice to the designated carrier representative, and the employee will be paid one basic day at the rate of the last service

performed for each personal leave day or days. Should the Carrier refuse an employee's request for personal leave day or days, any leave days not granted by subsequent requests will be carried over, but will be requested and granted prior to May 1 of the following year.

The Carrier will have the option of granting personal leave days which are requested with less than 24 hours' notice, but refusal of such request shall not constitute a right to carry those day(s) over.

Question and Answer No. 1

Q. An employee has five years of service as of December 29, 1980, and is entitled to four personal leave days, but there are only three days remaining in the year. After taking three personal leave days, may he then carry the fourth day over into the next year?

A. **No.**

Question and Answer No. 2

Q. If an employee did not request all or part of entitled personal leave days, can they be carried over to the next calendar year?

A. **No.**

Question and Answer No. 3

Q. Does an employee going into road freight service have to perform one or more road trips before requesting personal leave day(s)?

A. Yes.

Question and Answer No. 4

Q. If an employee expires before taking his personal leave days, will the personal leave days be paid to his estate?

A. **No.**

Question and Answer No. 5

Q. Is it permissible for an employee to request 10 personal leave days and then only take 5 personal leave days?

A. No, unless authorized by the Carrier.

Question and Answer No. 6

Q. Can an employee request 5 personal leave days and then extend the leave days to 10 after starting the leave days?

A. Yes, if Carrier grants approval.

Question and Answer No. 7

Q. May employees request personal leave days in the same manner as they presently request layoff, i.e., by telephone?

A. If an employee is working out of an outlying point, or resides at a location which is distant _____ from his on-duty point, arrangements may be made by telephone; however, the form used by the Carrier to request personal leave days must be formally completed, and submitted no later than the first tour of duty following the request, whether the request is granted or denied.

Question and Answer No. 8

Q. May an employee who was denied the right to take personal leave day(s) that have been carried over to the following year, be allowed to take such personal leave day(s) between January 1 and May 1 of the following year even though such employee is not now in road service, having been cut back into yard service where he would not be otherwise qualified for personal leave?

A. Under Santa Fe Agreement, No.

Question and Answer No. 9

Q. If the answer to the above question is in the affirmative, will the Carrier be allowed to take credit in yard service by working a yard crew on a reduced basis when such an employee takes personal leave day(s) carried over?

A. Since the answer was "no", this question is moot under Santa Fe Agreement.

Question and Answer No. 10

Q. What does "subsequent requests" mean under Article 22(c)?

A. At least two requests in addition to the original or initial request.

ARTICLE 22(d)

- (d) Personal leave day or days will not be scheduled or allowed to start on other than a work day of the employee's position. Personal leave days for extra board employee and those in pool freight service will begin when they otherwise would have been called. When a member of a crew is on his personal leave day(s), if his position is not a must-fill position, it may be blanked. Personal leave days paid for will be counted as qualifying days for vacation purposes.

Question and Answer No. 1

- Q. If an employee on an assigned local requests personal leave day(s), how are they counted?
- A. Personal leave day(s) must commence on an assigned workday and will then be consecutive calendar days for the number of day(s) requested.

Question and Answer No. 2

- Q. If an employee requests four personal leave days and his chain gang turn is called Monday at 11:00 p.m., when does the leave expire?
- A. At 12:01 a.m., Friday, unless other arrangements are made.

Question and Answer No. 3

- Q. Is it permissible for an employee to couple his personal leave days with his scheduled vacation?
- A. Yes, with prior approval of Carrier officer.

Question and Answer No. 4

- Q. How do you determine when an employee's personal leave days commence when he is bumped off his regular assignment after completing last tour, but before his regular assignment is next called?
- A. If bumped, the employee has no regular or any assignment, therefore, no personal leave days will start until he again places himself. (See Article 22(d))

Question and Answer No. 5

- Q. Can an employee be paid for a personal leave day on a day on which he has worked?

- A. If the employee has performed prior service on a calendar day and after arrival then requests, and is granted permission to observe a personal leave day, it would be permissible provided the employee would have protected service again on the same calendar day the prior service was performed. Otherwise a personal leave day commences with the first service the employee would have protected out of his home terminal on the calendar day requested.

Question and Answer No. 6

- Q. When an extra board brakeman observes personal leave day(s) will another extra board brakeman be called to fill a blankable position the extra brakeman would have protected had he not been observing personal leave day(s)?
- A. Not until after the position he would have protected returns to the home terminal. After departing the home terminal the first time, and returning thereto, if the extra brakeman would have caught additional service during the period personal leave days had been granted, the position will not be considered blankable under Article 22(d) during the balance of the personal leave day(s) previously granted.

If the extra brakeman is protecting or stands to protect an outside assignment at the time personal leave day(s) would commence, the position will not be considered as automatically blankable under Article 22(d), but will be subject to filling in accordance with other provisions of the Crew Consist Agreement.

Question and Answer No. 7

- Q. Will the vacancy of a regularly assigned trainman who is stepped up or used off his position as trainman to fill the vacancy of a conductor who is taking personal leave days be filled?
- A. Yes, subject to conditions of the Crew Consist Agreement.

Question and Answer No. 8

- Q. May an employee's position be blanked when that employee is observing personal leave day(s) at a time protected employees are involuntarily off-in-force reduction?
- A. Yes, including those incidents when the train is covered by Side Letter No. 1.

Question and Answer No. 9

- Q. May a pool freight employee observing personal day(s) report prior to 12:01 a.m. as available for call to go on duty after 12:01 a.m.?

- A. Yes, but the employee may not report before 4:00 p.m. the last day of personal leave nor later than one hour prior to the normal calling time.

ARTICLE 23

The parties hereto recognize the complexities involved in this agreement and, in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, arrangements will be made for periodic conferences for the purpose of agreeing on interpretations. It is further agreed that at least for the first year the agreement is in effect, disputes arising from its application will be handled expeditiously in conference by the General Chairman and Vice President - Personnel and Labor Relations. Such conferences will be held promptly at the request of either party.

ARTICLE 24

The parties to this agreement shall not serve or progress, prior to the attrition of all protected employees, any notice or proposal for changing the specific provisions of this agreement governing pure attrition, protected employees, car limits and train lengths, special allowance payment to reduced crew members, Employee Productivity Fund deposits and the administration thereof.

This section will not bar the parties from making changes in the above provisions by mutual agreement.

ARTICLE 25

This agreement will be made effective within 30 days of the date the Carrier is notified by the Organization that the agreement has been ratified, and, except as provided above, will continue in effect until revised or amended by agreement of the parties, or in accordance with the Railway Labor Act, as amended, and will supersede all other agreements, rules and/or understandings which are in conflict herewith.

ARTICLE 26

Gender where used is intended to cover male or female as appropriate.

This agreement effective 12:01 a.m., May 15, 1981.

Signed at Los Angeles, California, this 19th day of May, 1981.

(Signatures not reproduced)

SIDE LETTER NO. 1

Letter from General Chairmen C. P. Sawyer, J. L. Easley and M. R. Hicks, United Transportation Union to Vice President F. L. Elterman, dated May 19, 1981:

In connection with Article 14 of the Crew Consist Agreement signed May 19, 1981.

IT IS AGREED:

Car Limit Exception. Trains of seventy-two to one hundred twenty-one cars and not exceeding 6,840 feet in length, exclusive of engine(s) but including caboose(s), such as unit trains (empties in connection with unit trains), piggyback, grain, coal, ore, gravel, mail trains and through freight (combination commodity) trains operated from terminal to terminal intact without picking up, or setting out (except bad order cars from their own train), or doing switching en route, may be operated with one conductor and one brakeman. However, a reduced crew of one conductor and one brakeman will not be used on such trains when protected employees are available at the location of the protecting extra boards or when a protected employee has exercised seniority to the blankable (blanked) second brakeman position on the crew handling such trains.

Note: Any such trains required to pick up, set out (except bad order cars from their own train), or perform switching en route will entitle the conductor and brakeman of the reduced crew to one-half each of the amount that would have been earned by a second brakeman had he been a member of the crew, which will be in addition to all of their other earnings. No payment will be made to an employee who might have stood for this service. Also, the conductor and brakeman on such train would be paid the Special Allowance and the Productivity Fund would be credited.

Interpretation

(Car Limit - Exception)

- Q. Does this restriction also apply within the initial or final terminal?
- A. No, this will not affect the rights granted the Carrier under Article IX of the January 27, 1972 National Agreement, as amended.

This agreement will become effective sixty (60) days from date the master Crew Consist Agreement becomes effective.

(Signatures not reproduced)

Side Letter No. 1

Question and Answer No. 1

- Q. Do you calculate the amount to be paid under the provisions of the Note on a round trip basis or the trip on which the crew set out, picked up or performed switching en route?
- A. The amount is calculated only on the basis of the single trip on which the work was performed.

Question and Answer No. 2

- Q. Can trains of 72 to 121 cars, operated with a conductor and one brakeman, be stopped en route to permit a yard crew or another road crew to change consist of train?
- A. A change in engine or waycar will not constitute a change in the train consist; however, if a yard crew or another road crew does make a change in train consist payment provided for in the Note will be made.

Question and Answer No. 3

- Q. If a brakeman on a blankable position observes a personal leave day(s), must his position be filled even though a protected extra board brakeman is available and the train exceeds 71 cars or 4,015 feet in length, but not more than 121 cars or 6,840 feet in length?
- A. Under Santa Fe Agreement, no.

Question and Answer No. 4

- Q. Under the Note, how will you determine "the amount that would have been earned by a second brakeman"?
- A. It is the mileage allowed the brakeman who actually protected the trip on which the violation occurred.

Question and Answer No. 5

- Q. After Side Letter No. 1 becomes effective, can you use a reduced crew on a train that departs with 69 cars, 4,000 feet, and is required to pick up 20 cars en route without payment of the penalty provided in the Note of Side Letter No. 1?
- A. **No.**

Question and Answer No. 6

- Q. If a member of a standard road crew ties up en route under the Hours of Service Law, or for any cause, will an employee be called to relieve him if train exceeds 71 cars or 4,015 feet but less than 122 cars or 6,841 feet?
- A. After Side Letter No. 1 becomes effective, if a brakeman ties up, he will not be replaced. If the conductor ties up, and there is a promoted brakeman on the crew, the senior promoted will be used as conductor, and the brakeman's position will not be filled. In either case, the remaining two crew members will be paid the Special Allowance and payment will be made to the Productivity Fund. In both instances, there will be no claim for not filling the brakeman's position; however, the brakeman used as conductor will be allowed a minimum of a day as conductor in addition to payment due as brakeman until placed in service as conductor. If the reduced crew should set out, pick up or perform switching en route, the payment specified in Side Letter No. 1 will apply.

Question and Answer No. 7

- Q. If a solid train is handled A to intermediate point B and another train is secured at B for return to A, is this considered picking up and/or setting out under Side Letter No. 1 requiring payment of the penalty?
- A. No, even if crew is deadheaded, transported or run lite in either direction in connection with the delivery or receipt of solid over-the-road trains and/or empties such as coal cars. For example, so-called CT'ing at Los Angeles, Chillicothe to Streator and return, receipt and delivery of coal train and empties at Fort Worth, etc.

Question and Answer No. 8

- Q. A reduced crew is placed on duty at initial terminal and transported to an intermediate point where they take charge of a train which exceeds 71 cars or 4,015 feet in length. After taking charge of the train at that point they are required to perform switching at that point. Would they be entitled to the payment provided for under Side Letter No. 1?
- A. No, because the train has not commenced its road trip insofar as the reduced crew in question is concerned.

SIDE LETTER NO. 2

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm understanding reached in conference with respect to interpretation of the word "emergency" as used in Sections (c) and (d) of Article 16 of the Crew Consist Agreement signed May 19, 1981.

We adopt, as a general proposition, the definition of "emergency" as set forth in Webster's New World Dictionary, Second College Edition, copyright 1974, to-wit:

"EMERGENCY.... a sudden, generally unexpected occurrence or set of circumstances demanding immediate action."

Without attempting to set forth all of the many circumstances and events that would and/or would not constitute emergencies under that or any other general definition, the following are some practical examples of each:

A. EMERGENCIES

- _____1. A derailment or other accident necessitating immediate action to protect persons and/or property.
2. Immediate action to avert accidents and obviate personal injuries and/or property damage.
3. Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitates immediate action to protect persons and/or property.
4. In road service, when a radio becomes inoperable after a train departs the initial terminal, as defined in Article 11 of the Crew Consist Agreement.
5. When a radio becomes inoperable on a yard assignment but only for the length of time it takes to get an operable radio to the crew.

B. NOT EMERGENCIES

- _____1. No operable radio available.
2. The need to perform work immediately, minus a condition such as those mentioned in A, above.
3. To clear a track for an inbound train, a transfer cut or other cut of cars.
4. To commence weighing cars.
5. To start humping a train or cut of cars.

If the above accurately reflects our understanding, please so signify in the space provided below.

(Signatures not reproduced)

SIDE LETTER NO. 3

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. O. Tuffley, United Transportation Union:

This letter will confirm the following understanding in connection with the application of Article 10 of the Crew Consist Agreement signed May 19, 1981:

If the Carrier believes that the number of lay-offs during employees' tours of duty have increased as a result of said Article 10, a prompt conference will be held in order to modify the agreement to the extent necessary to obviate excessive lay-offs.

(Signatures not reproduced)

SIDE LETTER NO. 4

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm our several discussions and our agreement that the Crew Consist Agreement signed May 19, 1981, will not have any bearing whatsoever on the administration of discipline procedures, or the amount of discipline assessed, in an effort to reduce the lists of "protected employees".

If at any time you feel that this commitment is not being honored, a prompt conference will be afforded to review the matter and whatever steps are warranted will be taken to alleviate the complaint.

(Signatures not reproduced)

SIDE LETTER NO. 5

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm our understanding that the Crew Consist Agreement signed May 19, 1981, does not change present rules, agreements or practices concerning the use of cabooses; nor does it change the present practice of placing them on the rear of trains and cuts, or the present practice of placing them elsewhere under certain circumstances.

(Signatures not reproduced)

SIDE LETTER NO. 6

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm our understanding concerning the train-length limitations referred to in Article 14 of the Crew Consist Agreement signed May 19, 1981:

Methods satisfactory to both parties will be established at all terminals by the Superintendents and the Local Chairmen, or their designees, for determining the length of trains.

(Signatures not reproduced)

SIDE LETTER NO. 7

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm our understanding of Article 2 of the Crew Consist Agreement signed May 19, 1981, to the extent that any employee who has worked for the Carrier under UTU agreements for at least 30 days prior to the effective date of the agreement will not have his application disapproved without furnishing the General Chairman satisfactory reasons for such disapproval.

(Signatures not reproduced)

ADDENDUM NO. 1

Letter from Vice President - Personnel and Labor Relations Elterman to General Chairman Hicks dated May 19, 1981:

In connection with current rules governing promotion to Engine Foreman and Conductor, it is agreed the following will be applicable to those helper/brakemen who are designated as "protected employees" under the provisions of the Crew Consist Agreement signed May 19, 1981:

1. A protected employee who fails promotion to engine foreman on fourth attempt will automatically forfeit all road seniority, and will thereafter be confined to yard service. Such employee will not be eligible to reestablish road seniority even though subsequently promoted to Engine Foreman. The Carrier may require the protected employee to make further attempt(s) to satisfactorily complete promotional examination for engine foreman; however, such attempt(s) will not be required in less than twelve (12) months following last failure, unless the Carrier has need for additional foremen. The protected employee will not be suspended during interim periods between attempts.
2. A protected employee who fails promotion to conductor on fourth attempt will automatically forfeit all road seniority, and will thereafter be confined to yard service. Such employee will not be eligible to reestablish road seniority. If this employee has not been promoted to Engine Foreman, the provisions of (1) above govern. The protected employee will not be suspended during interim periods between attempts.
3. Where the current rules provide for forfeiture or termination of seniority because of failure, such provisions will not be applicable to protected employees, except as provided herein.
4. Nothing herein is intended to modify the current rule governing promotion to Engine Foreman or Conductor except as specifically set forth herein.
5. Non-protected employees will be governed by the current rules concerning promotion to Engine Foreman or Conductor.

If the foregoing outlines the understanding reached, please signify in the space provided below.

(Signatures not reproduced)

ADDENDUM NO. 2

Letter from Vice President - Personnel and Labor Relations Elterman to General Chairman Hicks dated July 15, 1981:

This will confirm our discussions at Chicago during week of July 7, 1981, at which time it was agreed Appendix No. 30 of the current Yardmen's Agreement and Appendix No. 74 of the Brakemen's Agreement would only be applicable to non-protected employees. Also, that sentence reading:

"If no bids are received, the junior assigned employee working in the class of service advertised shall be assigned."

is cancelled.

If the foregoing outlines the understanding reached, please signify in the space provided below.

(Signatures not reproduced.)

ADDENDUM NO. 3

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

IT IS AGREED:

Regulation of Yardmen's guaranteed extra boards in connection with application of Article 7(a) of the Crew Consist Agreement will be as follows when protected employees are involuntarily off-in-force reduction.

When protected employees are off-in-force involuntarily at the extra board point, the yardmen's guaranteed extra board will be regulated on Friday. To determine the number of protected employees to be assigned to the extra board, the total number of vacancies protected by that extra board during the preceding seven (7) calendar days plus any unfilled blankable vacancies during the same seven (7) calendar day period will be divided by four (4) to determine the lowest whole number. This number of protected employees will then be maintained until the next checking period even though there may be yardmen exercising seniority to the extra board.

Protected employees involuntarily furloughed who desire to be used for vacancies when the extra board is exhausted will be furnished a form by Carrier to indicate whether they wish to be called for such service. If, after indicating in writing a desire to be called, the employee refuses a call for service, such employee will not be available for further call on that calendar day.

If a protected extra board yardman is cut off, as result of reducing the extra board, the yardman will have an exercise of seniority in accordance with the Crew Consist Agreement and other applicable rules of the current Yardmen's Agreement.

(Signatures not reproduced. Signed by Vice President - Personnel and Labor Relations Elterman and General Chairman Hicks dated December 30, 1981.)

Questions and Answers in connection with operation of Yardmen's Guaranteed Extra Boards, Eastern-Western Lines, excluding Northern and Southern Divisions.

Question and Answer No. 1

Q. It is understood protected Yardmen off-in-force involuntarily who desire to be used for vacancies when the extra board is exhausted will be furnished a form upon which to indicate they wish to be called for such services?

A. Yes.

Question and Answer No. 2

Q. It is understood if Carrier is unable to contact any of these furloughed protected employees with request on file, crew may be operated as a reduced crew?

A. Yes.

Question and Answer No. 3

Q. Can an employee be cut off at one point on his seniority district and then request to be placed on an emergency board at another point on his seniority district?

A. Yes. If the protected employee's seniority would not permit the holding of a position, including an extra board, on his entire seniority district.

Question and Answer No. 4

Q. If a protected employee has filed a request for service when the extra board is exhausted and is called but refuses service, is the employee subject to further call on that calendar day?

A. **No.**

Question and Answer No. 5

Q. Is he subject to discipline if refuses call or cannot be contacted?

A. **No.**

Question and Answer No. 6

Q. When will protected employee(s) called from off-in-force reduction status to protect an outside assignment be relieved?

A. When an extra board employee becomes available.

Question and Answer No. 7

- Q. Are yardmen-brakemen on emergency lists restricted to the five straight-time eight hour shifts in their work week under the Five-Day Work Week Agreement as indicated under Section (a) of Article 7 and the 1,000 miles referred to in Section (b) of Article 7; also, are these employees entitled to time and one-half for working a second shift within a twenty-four hour working period?
- A. Since these employees are off-in-force reduction, they are not subject to the rules governing assigned work week or overtime rules applicable to service on the sixth or seventh day or performing service on a second trick in a twenty-four (24) hour period.

ADDENDUM NO. 4

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

IT IS AGREED:

Article 23(M) of the current Brakemen's Agreement is amended to read:

REGULATION OF BRAKEMEN'S EXTRA BOARDS

- #(a) The brakemen's extra board will be regulated to provide an average of between 1000 and 1200 miles each ten (10) days, by the Local Chairman of the UTU/T and the trainmaster, or their representatives, on the 1st, 11th and 21st of each month, which are the only dates brakemen will be added to, or reduced from, the extra board.
- (b) When the average exceeds 1200 miles in a checking period, the extra board will be increased to bring the average as close to 1100 miles as possible. When the average is less than 1000 miles in a checking period, the extra board will be reduced to bring the average as close to 1100 miles as possible. Neither the maximum of 1200 miles nor the minimum of 1000 miles will constitute a guarantee for pay purposes.
- #(c) Each ten (10) days will be considered as a checking period, except in a 31-day month, and during the month of February. The 31st day of any month will be omitted from the mileage count, the on-duty time to govern the day to which the mileage is chargeable in all instances. The last checking period in February will be calculated on the basis of a minimum of 100 miles and a maximum of 120 miles for each day.

- (d) All mileage made by extra board brakemen in all classes of service as well as the mileage made by a regularly assigned brakeman when used off his regular assignment to protect brakeman vacancies, and mileage which would have been incurred by an unfilled blankable vacancy at a time a protected brakeman is off-in-force involuntarily on that seniority district, will be counted in determining the average mileage. In determining the average mileage, chargeable to the extra board, it will be all miles paid for less arbitraries, i.e., miles run with a minimum of 100, overtime and deadhead, passenger miles to be equivalent freight miles.
- (e) Extra brakemen will be required to correctly register all miles upon arrival at their home terminal, or home terminal of the assignment being protected. Such brakemen will not be considered available for service until they have correctly registered their miles and the Company shall not be penalized for runarounds or other claims by reason of failure to call such brakemen for service.
- (f) Reduction in force will be made in seniority order beginning with the junior brakeman on the extra board. Brakemen off-in-force reduction will be recalled to the extra board in seniority order, beginning with the senior employee, and will retain their original seniority date and standing provided they report for duty within thirty (30) days from (a) date such notice is received as evidenced by return register receipt, or (b) letter is returned unclaimed to employing officer, in which latter event the date as shown on sending party's receipt affixed by Post Office will establish date from which the 30-day period will run.
- (g) The brakemen's freight extra board will be regulated in accordance with the foregoing. If this results in cutting off an extra brakeman protecting an outlying assignment, he will be relieved by an available brakeman, in accordance with the terms of the Crew Consist Agreement, without deadhead payment, the cut-off brakeman to return without payment of deadhead. In other words, the Company is to assume no additional deadhead expense as result of this Agreement. When the cut-off brakeman is en route to the away-from-home terminal of the assignment, he will not be relieved until his return to the home terminal of the outlying assignment.
- (h) Brakemen off-in-force reduction will be required to keep the trainmaster currently informed of their address and telephone number and any subsequent change, by certified letter with copy to the Local Chairman of the United Transportation Union (T).
- (i) Failure to report for duty within thirty (30) days from date of notification will result in automatic forfeiture of their seniority.
- (j) Protected employees involuntarily furloughed who desire to be used for vacancies when the extra board is exhausted will be furnished a form by Carrier to indicate whether they wish to be called for such service. If, after indicating in writing a desire to be called, the

on employee refuses a call for service, such employee will not be available for further call that calendar day.

- (k) If an extra board brakeman is cut off, as result of reducing the extra board, that brakeman will have an exercise of seniority in accordance with the Crew Consist Agreement and other applicable rules of the current Brakemen's Agreement.

(Signatures not reproduced. Signed by Vice President - Personnel and Labor Relations Elterman for the Carrier and General Chairman Hicks for the Organization.)

Note:

#Paragraphs (a) and (c) of Article 23(M), Brakemen's Schedule, were amended, by Memorandum of Agreement dated July 11, 1982 to read as follows:

"(a) The brakemen's extra board will be regulated to provide an average of between 1,000 and 1,200 miles each ten (10) days by the local chairman of the UTU/T and the trainmaster, or their representatives, on Friday of each week, which are the only dates brakemen will be added to, or reduced from the extra board.

"(c) The ten (10) calendar days immediately preceding Friday will be considered as the checking period and the on duty time will govern the day to which the mileage is chargeable in all instances."

This agreement may be automatically cancelled upon ten (10) days' written notice by either party.

Question and Answer No. 1

Q. When will protected employee(s) called from off-in-force reduction status to protect an outside assignment be relieved?

A. When an extra board employee becomes available.

Question and Answer No. 2

Q. Are yardmen-brakemen on emergency lists restricted to the five straight-time eight hour shifts in their work week under the Five-Day Work Week Agreement as indicated under Section (a) of Article 7 and the 1,000 miles referred to in Section (b) of Article 7; also,

are

these employees entitled to time and one-half for working a second shift within a twenty-four hour working period?

A. Since these employees are off-in-force reduction, they are not subject to the rules governing assigned work week or overtime rules applicable to service on the sixth or seventh day or performing service on a second trick in a twenty-four (24) hour period.

ADDENDUM NO. 5

Letter from Vice President - Personnel and Labor Relations Elterman to General Chairman Hicks dated July 15, 1981.

In connection with conferences at Chicago beginning July 7, concerning crew consist, we discussed specifically the handling of Hours of Service Relief and Work Train Crews when such service is protected from an extra board.

Article 15 of Crew Consist provides for use of reduced crews, and the parties agreed to the following procedures:

- (1) If there are no protected employees off in force involuntarily, reduced crew will be used.
- (2) If there are protected employees off in force involuntarily, a standard crew will be used if there is at least one request filed under Paragraph (j) of the mileage regulation rule, and if it can be filled by the following procedures:

First, by available protected extra board brakemen;

Second, if insufficient available protected brakemen on the extra board, attempt will be made in seniority order to contact those protected off in force who have written request filed in accordance with Paragraph (j) of the mileage regulation rule;

Third, failure to provide a standard crew from these sources will permit operation of a reduced crew.

- (3) A furloughed employee used under the second step of Paragraph (2) hereof will protect the service until released at the home terminal, at which time the employee will revert to an off-in-force status. Mileage made by this individual will be charged to the extra board for mileage regulation purposes.

If the foregoing outlines the understanding reached, please signify in the space provided below.

(Signatures not reproduced.)

APPENDIX NO. 76

Letter agreement, General Managers Olson and Stuppi to General Chairman Faulkner, April 19, 1963:

Your letter of March 29th, files 135.14(a) and 116.30, in regard to application of the rule in Dual Seniority Agreements with regard to yardmen making student trips prior to initial service as brakeman on the road:

In line with our discussion in Topeka today, we will follow the following practice in the future:

1. We will require these road trips only by yardmen who are hired subsequent to the effective date of Dual Seniority Agreements on the respective divisions or districts involved.
2. This will exclude all yardmen who have been in service prior to the date the existing Dual Seniority Agreements became effective.
3. We understand you have no quarrel about our present practice with respect to requiring yardmen to make sufficient trips as baggageman to qualify to perform the duties of such assignments.
4. In any future Dual Seniority Agreements we will stipulate excluding yardmen from making student trips as brakeman provided they have one year or more Santa Fe service as yardmen.

APPENDIX NO. 77

This agreement is entered into between the carriers listed in Appendix "A" attached hereto and made a part hereof, represented by the duly authorized Conference Committee signatory hereto, as party of the first part, and the trainmen and yardmen employed by said carriers covered herein and represented by the Brotherhood of Railroad Trainmen, signatory hereto and party of the second part, by its duly authorized Committee consisting of W. P. Kennedy, Vice-President, P. C. Bradley, H. W. Gross, C. P. Tonner, T. S. Jackson, C. J. Jenkins, General Chairmen.

1. The railroads will permit the use of white electric hand lanterns by trainmen and yardmen.
2. Trainmen and yardmen 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 trainmen and yardmen by depositing cash therefor or by signing a deduction order for the amount to be deducted from their pay checks on the current payroll.
4. When a trainman or yardman leaves the service, either voluntarily, by discharge or by

death, or those retaining employee relationship but not in active service, the lantern may be returned to the railroad, whereupon the amount of deposit made when the lantern was issued, 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 employee under the following conditions:
 - A. When worn out or damaged in the performance of railroad service upon return of the lantern issued by the railroad.
 - B. When stolen while employee is on duty without neglect on part of employee.
 - C. When destroyed in the performance of duty.
6. Employees will not be compelled to purchase lantern from the railroad, but may purchase it from other sources of their own choice, provided, however, that any lantern so purchased must conform with the standard prescribed by the railroad.
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 two white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.
8. Trainmen and yardmen 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 two 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 trainman and yardman must provide himself with an electric white lantern, meeting the specifications set out in paragraph 7.
10. Each railroad will maintain at convenient locations a supply of batteries and bulbs to be drawn by trainmen and yardmen as needed to replace those worn out or broken without cost to the employees.
11. The railroads will continue to use oil burning lanterns with red globes for flagging, but they 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 trainmen and yardmen with respect to its adoption for flagging service. When such lanterns are adopted for flagging service, they will be furnished by the railroads without expense to trainmen and yardmen.
12. The Brotherhood of Railroad Trainmen agrees to withdraw Case No. 3666, now pending before the Interstate Commerce Commission, and accepts this agreement as a final and complete disposition of the use of electric lanterns subject to the provisions of paragraph 11.

13. All agreements, with respect to the use of electric lanterns by trainmen and yardmen, now in effect and which have heretofore been entered into between any railroad or railroads signatory hereto and the representatives of the Brotherhood of Railroad Trainmen are hereby cancelled.
14. This agreement shall become effective as of June 1, 1941, or as soon thereafter as Case No. 3666, now pending before the Interstate Commerce Commission, is withdrawn by the Brotherhood of Railroad Trainmen, and will remain in effect for a period of two years and thereafter subject to thirty days' written notice given by one of the parties to the other.

Signed at Chicago, Illinois, April 18, 1941.

(Signatures not reproduced)

Agreement General Managers Olson and Stuppi and General Chairman Gloystein, May 23, 1972:

It has been brought to our attention that the invoice cost of the Conger or Justrite electric lanterns is now exceeding considerably the amount specified in the current agreements, and we have also been informed other railroads have made arrangements with the organization to amend similar understandings to provide for the increased cost of these lanterns.

Under the circumstances, the Carrier would like to propose that Appendix 77 of the current Trainmen's Agreement, Appendix 21 of the current Road Yardmen's Agreement, and Appendix 16 of the current Chicago Terminal Yardmen's Agreement be amended by elimination of the language "not exceeding \$2.00 each" from Sections 2 and 4, and we request your concurrence by signing in the space provided below.

(Signatures not reproduced)

APPENDIX NO. 78

Letter agreement, General Managers Lautz and Gillies to General Chairman Gross, September 9, 1940:

Employees who have obtained or may in the future obtain annuities because of permanent and total disability will be considered automatically on leave of absence and carried on the seniority rosters with the designation "Disability Annuitant" until one of the following first occurs:

"First, such annuitant loses his annuity upon finding of the Retirement Board that he is no longer disabled, and such annuitant signifies his desire to return to our service and satisfactorily

passes physical examination by the Company's doctors.

or

"Secondly, such annuitant attains the age of 65 years."

APPENDIX NO. 79

Letter agreement, General Managers Lutz and Gillies to General Chairmen Kowaiski, Collins, Keiser and Gross, June 20, 1940:

In so far as trainmen's extra boards are concerned, we are agreeable to rotating the men in protecting vacancies at the point where the extra boards are maintained in all classes of service, except passenger vacancies to be protected in assignments working into or out of the Kansas City terminal.

Agreement General Managers Olson and Stuppi and General Chairman Gloystein (B of RT), August 11, 1967:

Further ours of May 18 and conference, August 11, your files RA-143-39 and 99-322-B, concerning Appendix No. 79 of the Agreement:

Solely on a trial basis, subject to cancellation on ten (10) days' written notice by either party, we are agreeable to considering as inapplicable the exception contained in Appendix No. 79 reading:

"* * * except passenger vacancies to be protected in assignments working into or out of the Kansas City Terminal."

In view of the foregoing, you agreed that the claim of Eastern Division Brakeman J. D. Elrod, September 4, 1966, would be withdrawn.

(Signatures not reproduced)

APPENDIX NO. 80

Agreed to April 27, 1944 by Assistant to Vice-President S. C. Kirkpatrick for the Carrier and Vice-President F. W. Coyle and General Chairman H. W. Gross for the Brotherhood of Railroad Trainmen:

Brakemen who are required, in addition to their duties as such, to handle baggage and/or U. S. mail, will be classified as brakemen-baggage men and will be paid a rate three-quarters of one cent (\$0.0075) per mile higher than the established brakeman's rate applicable to the service and territory affected.

APPENDIX NO. 81

The following understanding was addressed to General Manager Lehman, August 9 and General Manager Allison, August 11, 1927, by General Chairman Gross, and agreed to by General Managers, August 24, 1927:

My memo indicates that you are agreeable to permitting the extra man, first out on the board, to relieve a trainman occupying an outside run who has been cut off and is out of service immediately. This being in accord with our views, that phase of the question may be considered closed.

Relative the payment for deadhead - it is our thought that inasmuch as the individual occupying an outside run under such circumstances having been cut off the board is actually out of service, therefore, is not entitled to payment for the return deadhead trip. Neither should the Company be required to pay the man first out who is sent out to relieve him on the outbound trip, but will receive pay for the return trip to his home terminal when he is relieved. This will result in the Company only being required to pay one round trip for the deadhead service, the same as though there had been no change in the personnel of the extra trainmen occupying the vacancy.

APPENDIX NO. 82

Letter agreement, General Managers Olson and Stuppi to General Chairmen Faulkner and Phillips, March 3, 1966:

During our conference beginning at Amarillo March 2, 1966, we arrived at the following understanding with regard to the supplying of assigned cabooses:

"Assigned cabooses will be supplied with necessary equipment and supplies, including stationery, water, sanitary drinking cups, paper towels and fuel by other than trainmen.

"This rule does not apply to cabooses that do not reach a recognized terminal where cabooses can be supplied by other than trainmen.

"At outlying points when a trainman is required to supply caboose he will be allowed fifteen (15) minutes separate and apart from all other earnings."

It was the understanding that this Letter Agreement will be made effective at the time the caboose pooling arrangement becomes effective on the individual division involved.

If this correctly expresses our understanding, will you so indicate by signing in the space provided below?

(Signatures not reproduced)

APPENDIX NO. 83

AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company - Eastern and Western Lines (excluding Northern and Southern Divisions) and the Brotherhood of Railroad Trainmen.

IT IS AGREED:

Section 1. All road freight crews will consist of not less than two brakemen (in addition to a conductor).

Exception:

Assigned local crews on the following territories may be operated with not less than one brakeman (in addition to a conductor):

- One crew between Henrietta and St. Joseph.
- One crew between Chanute and Pittsburg.
- One crew between Great Bend and Scott City.
- One crew between La Junta and Holly (AV District).
- One crew between Pampa and Clinton.
- One crew between Carlsbad and Paces.
- One crew between Ft. Stockton and Presidio.
- One crew between Hamlin and Altus.
- One crew between Sayard and Sonora.

Section 2. A passenger crew will consist of one (1) brakeman (in addition to a conductor) and, in addition, a brakeman-baggage man or train-baggage man when required under Article 1(a-3) of the Road Schedule.

Section 3. Yard crews will consist of not less than one foreman and two helpers (Article 2(a) Yardmen's Agreement).

Exception:

The following yard engine assignments may be operated with not less than one foreman and one helper:

#Chillicothe	-	One yard engine
Atchison	-	One yard engine
Coffeyville	-	One yard engine
Great Bend	-	One yard engine
Colorado Springs	-	One yard engine
Pampa	-	One yard engine
Hamlin	-	One yard engine

#As and when service requirements demand, the Carrier may establish a second yard engine assignment at Chillicothe, Illinois consisting of a foreman and one (1) helper.

Section 4. This Agreement does not change currently effective agreements, rules, awards and practices relating to self-propelled machines.

Section 5.

- (a) Road brakemen and/or yardmen who establish seniority in their respective seniority districts on or prior to May 10, 1968, shall be known and designated for the purposes of this Agreement as "protected employees".
- (b) A "non-protected employee", for the purposes of this Agreement, is a road brakeman or yardman who establishes a seniority date in his respective seniority district on or after May 11, 1968.
- (c) Protected employees will not be furloughed until reducible positions in their seniority districts are filled. However, no protected employee shall have any right to fill jobs or positions that the Carrier may discontinue pursuant to the provisions of this Agreement if other employment in other classes of road or yard service is available to him on his seniority district.
- (d) A "non-protected employee" will have no right to jobs or positions that the Carrier may discontinue pursuant to the provisions of this Agreement.
- (e) A "protected employee" will have no right to occupy a reducible position or assignment if a "non-protected employee" is occupying a position or assignment (including the extra board) which the Carrier may not discontinue pursuant to the provisions of this Agreement.

- (f) The purpose of this Agreement is to specify the number of employees to be used on certain crews and nothing herein shall be construed as limiting or restricting the Carrier's right to establish or discontinue crew assignments to conform with the needs of the service in accordance with the applicable rules and agreements. The abolishment of any reducible assignment does not preclude the Carrier's right to re-establish the assignment at a later date with a reduced crew.
- (g) Nothing in this Agreement shall prevent the Carrier from adding an additional position of road brakeman or an additional position of yard helper to any assignment when in its judgment the additional position is deemed necessary for a period of time.

Section 6. The Carrier will restore brakemen and yardmen positions to the minimum crew consist provided in Sections 1 and 3 hereof, as of the effective date of this Agreement, except those which are not required to be filled under the terms of this Agreement. This restoration is to be subject to available manpower; however, the Carrier will use its best efforts to hire the necessary additional men promptly. Doubling will not be required directly or indirectly to fill these restored assignments. However, all positions restored under the provisions of this Agreement will be filled in accordance with provisions of the schedule agreements no later than September 1, 1968.

Section 7. This Agreement, which shall become effective May 16, 1968, is in full and final settlement of the notices served by the Eastern Lines of the Carrier on December 24, 1965, by the Western Lines on December 27, 1965 and notices served by the Brotherhood of Railroad Trainmen on both Eastern and Western Lines on January 3, 1966, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Chicago, Illinois this 10th day of May, 1968.

(Signatures not reproduced)

APPENDIX NO. 84

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the United Transportation Union (CT&Y).

IT IS AGREED:

Effective January 1, 1980, the former exclusivity associated with the handling of train orders was removed from the current BRAC Agreement. In an effort to resolve the question of copying train orders by a member(s) of a train crew, without submitting the question to a Board of Adjudication, the parties agreed to the following:

- (1) Member(s) of a train crew while on duty and under pay may be required to copy train order(s) at any location, including initial terminal, except as specifically set forth in Sections 7 and 8 herein.
- (2) A train order is one identified as such by the current Operating Book of Rules in Examples A through X, inclusive.
- (3) Train order(s) copied by member(s) of a crew for any reason, will qualify such member(s) who actually copy the order(s), in whole or in part, for an allowance of one hour separate and apart from all other earnings for that trip at the rate of pay for that service trip.
- (4) The allowance of one hour will cover payment for all train orders copied during the crew's entire tour of duty, regardless of the number of locations where train orders are copied, and will be limited to not more than two members of the crew, when one member of the crew cannot handle the work because of operating conditions.
- (5) Only the copying of train orders, as identified in Section 2 hereof, will qualify the member(s) who actually perform the work for the one-hour allowance. Such items as messages, the so-called Blue Form and clearance card without running orders are not considered train orders for the purpose of this Agreement, and will continue to be copied by member(s) of the crew without additional allowance.
- (6) It shall be the responsibility of the conductor to designate the crew member(s), which may include the conductor, responsible for copying train order(s). If train orders are to be copied at a location where one member can perform the work, it shall be handled in that manner. Once a designation has been made, the same crew member(s) shall copy any other train order(s) received during the balance of that trip; therefore, when making the designation, the conductor will take into account the initial copying of train order(s) may be at a location where the train is not in motion whereas subsequent copying of train order(s) may be necessary while the train continues in motion. If the original order(s) only required one crew member, but later order(s) required two, an additional crew member may be used and also paid. The only exception would be when a crew member who previously copied train orders has been released from the crew for cause, such as the Hours of Service Law, injury or illness, and subsequently, it is necessary to copy train order(s) requiring use of another member of that crew who previously had not been designated, by the conductor, to copy train order(s). Under this condition more than two crew members may be paid the allowance.
- (7) No member(s) of a crew shall be required to copy orders at their final terminal for another crew, unless paid per Section 8(b).

- (8) (a) At the chain gang terminals listed in (c) below, a member of a crew may be required at the initial terminal to:

- (1) Copy clearance card which contains running orders; and,
- (2) List on clearance card previously prepared slow orders; and,
- (3) Copy, not to exceed two (2), train orders, as defined in Section 2,

In whole or in part. At other initial terminals there are no restrictions. Under all above situations, the allowance provided in Section 3 herein will apply.

- (b) If the member of the crew is required to exceed that set forth in (1), (2) and (3) above, such member who performed the work will receive a penalty allowance of three (3) hours in addition to the one-hour allowance, separate and apart from all other earnings for that entire trip.

(c)	Corwith	Albuquerque	Houston
	Chillicothe	Boise City	Galveston
	Fort Madison	Waynoka	Silsbee
	Marceline	Amarillo	Somerville
	Argentine	Borger	Belen
	Emporia	Slaton	Gallup
	Chanute	Clovis	Winslow
	Arkansas City	Sweetwater	Seligman
	Wellington	Carlsbad	Needles
	Newton	El Paso	Ash Fork
	Dodge City	Deming	Mobest
	Purcell	Brownwood	Barstow
	Gainesville	Fort Worth	San Bernardino
	La Junta	Dallas	Los Angeles
	Pueblo	Cleburne	Bakersfield
	Denver	Temple	Calwa
	Raton	Bellville Yard	Richmond
	Las Vegas	San Angelo	San Diego

- (d) The parties understand the above list does not include all recognized chain gang terminals; therefore, it is understood if, in the future, regular chain gang service is established at a recognized chain gang terminal not listed above, such terminal will be added to the list, and conversely if regular chain gang service to a listed terminal is discontinued, such terminal will be removed from the list until regular chain gang service is again reestablished.

- (9) Payment(s) under this rule does not offset a duplicate payment for overlapping period under final terminal delay, initial terminal delay, or overtime rules, or for any other rule.

- (10) Either party will have the option of adopting a subsequent National Agreement which provides for train crews copying train orders, in which event that agreement will prevail in lieu of this agreement.
- (11) Outstanding claims of record involving the copying of train orders shall be disposed of by an allowance of one hour to cover the entire trip, which allowance will be made to the member(s), not to exceed two, who copied numbered train orders during the entire trip.

(Signatures not reproduced)

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the United Transportation Union (CT&Y).

IT IS AGREED:

- (1) Member(s) of a train crew while on duty and under pay may be required to copy so-called "track warrants" at any location, including initial terminal, except as specifically set forth in Sections 7 and 8 herein.
- (2) Track warrants are currently covered by Operating Rules 400 to 411 inclusive, Rules of the Operating Department.
- (3) Track warrant(s) copied by member(s) of a crew for any reason, will qualify such member(s) who actually copy the warrant(s), in whole or in part, for an allowance of one hour separate and apart from all other earnings for that trip at the rate of pay for that service trip.
- (4) The allowance of one hour will cover payment for all track warrants and/or train orders copied under train order agreement during the crew's entire tour of duty, regardless of the number of locations where track warrants and/or train orders are copied, and will be limited to not more than two members of the crew, when one member of the crew cannot handle the work because of operating conditions.
- (5) Only the copying of track warrants, as identified in Section 2 hereof, will qualify the member(s) who actually perform the work for the one-hour allowance.
- (6) It shall be the responsibility of the conductor to designate the crew member(s), which may include the conductor, responsible for copying the track warrant(s). If track warrants are to be copied at a location where one member can perform the work, it shall be handled in that manner. Once a designation has been made, the same crew member(s) shall copy any other track warrant(s) received during the balance of that trip; therefore, when making the

designation, the conductor will take into account the initial copying of track warrant(s) may be at a location where the train is not in motion whereas subsequent copying of track warrant(s) may be necessary while the train continues in motion. If the original warrant(s)

only required one crew member, but later warrant(s) requires two, an additional crew member may be used and also paid. The only exception would be when a crew member who previously copied track warrant(s) has been released from the crew for cause, such as

the Hours of Service Law, injury or illness, and subsequently, it is necessary to copy track

warrant(s) requiring use of another member of that crew who previously had not been designated, by the conductor, to copy track warrant(s). Under this condition more than two crew members may be paid the allowance.

(7) No member(s) of a crew shall be required to copy track warrants at their final terminal for another crew, unless paid per Section 8(b).

(8) (a) At the chain gang terminals listed in (c) below, a member of a crew may be required at the initial terminal to copy, not to exceed two (2), track warrants, as defined, in Section 2, in whole or in part. At other initial terminals there are no restrictions. Under all above situations, the allowance provided in Section 3

herein

will apply.

(b) If the member of the crew is required to exceed that set forth in (a) above, such member who performed the work will receive a penalty allowance of three (3) hours in addition to the one-hour allowance, separate and apart from all other earnings for that entire trip.

(c)	Corwith	Albuquerque	Houston
	Chillicothe	Boise City	Galveston
	Fort Madison	Waynoka	Silsbee
	Marceline	Amarillo	Somerville
	Argentine	Borger	Belen
	Emporia	Slaton	Gallup
	Chanute	Clovis	Winslow
	Arkansas City	Sweetwater	Seligman
	Wellington	Carlsbad	Needles
	Newton	El Paso	Ash Fork
	Dodge City	Deming	Mobest
	Purcell	Brownwood	Barstow
	Gainesville	Fort Worth	San Bernardino
	La Junta	Dallas	Los Angeles
	Pueblo	Cleburne	Bakersfield
	Denver	Temple	Calwa
	Raton	Bellville Yard	Richmond

Las Vegas

San Angelo

San Diego

- (d) The parties understand the above list does not include all recognized chain gang terminals; therefore, it is understood if, in the future, regular chain gang service is established at a recognized chain gang terminal not listed above, such terminal will be added to the list, and conversely if regular chain gang service to a listed terminal is discontinued, such terminal will be removed from the list until regular chain gang service is again reestablished.
- (9) Payment(s) under this rule does not offset a duplicate payment for overlapping period under final terminal delay, initial terminal delay, or overtime rules, or for any other rule.
- (10) Either party will have the option of adopting a subsequent National Agreement which provides for train crews copying track warrants, in which event that agreement will prevail in lieu of this agreement.

If the foregoing outlines the understanding reached, please signify by signing in the space provided below.

Signed at Chicago, Illinois, this 28th day of March, 1983.

(Signatures not reproduced)

APPENDIX NO. 85 ELIMINATION OF CABOOSES

*****Pursuant to the recommendations of Emergency Board No. 195, the elimination of requirements for or affecting the utilization of cabooses, as proposed by the carriers in their notice served on or about February 2, 1981, will be handled on an individual railroad basis in accordance with the following agreed upon procedures and guidelines.

Cabooses may be eliminated from trains or assignments in any or all classes of service by agreement of the parties.

Cabooses in all classes of service other than through freight service are subject to elimination by agreement or, if necessary, by arbitration.

In through freight service, cabooses on all trains are subject to consideration in the negotiation of trains that may be operated without cabooses and there is no limit on the number that can be eliminated by agreement. However, there shall be a 25% limitation on the elimination of cabooses in through freight (including converted through freight) service, except by agreement. If arbitration becomes necessary to achieve the 25 percent of cabooses that may be eliminated in through freight service it shall be handled as hereinafter provided.

Section 1. Procedures

- (a) When a carrier desires to operate without cabooses in any service, it shall give written notice of such intent to the General Chairman or General Chairmen involved, specifying the trains, runs or assignments, territory, operations and service involved. A meeting will be held within fifteen (15) days from the date of such notice to commence consideration of the carrier's request subject to the guidelines outlined in Section 2 below.
- (b) There is no limit on the trains, runs or assignments in any class of service that may be operated without cabooses by agreement. If the carrier and the General Chairman or General Chairmen are able to reach an agreement, the elimination of cabooses pursuant to such agreement may be implemented at the convenience of the carrier.
- (c) In the event the carrier and the General Chairman or General Chairmen cannot reach an agreement within sixty (60) days from the date of the notice, either party may apply to the National Mediation Board to provide the first available neutral from the panel provided for below.
- (d) Within fifteen (15) days from the date of this Agreement, the parties signatory to the Agreement shall agree on a panel of five qualified neutrals and an alternate panel of five qualified neutrals who shall be available to handle arbitrations arising out of this Article. If the parties are unable to agree on all of the neutrals within fifteen (15) days, the National Mediation Board shall appoint the necessary members to complete the panels. If one or more members of a panel becomes unavailable he shall be replaced under this procedure. A neutral shall not be considered available if he is unable to serve within thirty (30) days from the date requested. Should a neutral be requested and none of the panel members is available to begin review of the dispute with the parties within thirty (30) days of such request, the National Mediation Board shall appoint a non panel neutral in such dispute.
- (e) The neutral member will review the dispute and if unable to resolve by agreement the neutral member will, within thirty (30) days after the conclusion of the hearing, make a determination on the proposed elimination of cabooses involved in the dispute. The determination of the neutral member authorizing the elimination of cabooses shall be final and binding upon the parties except that the carrier may elect not to put such determination into effect on certain trains or assignments covered thereby by so notifying the General Chairman in writing within thirty (30) days from the date of the determination by the neutral. If a carrier makes such an election it shall be deemed to have waived any right to renew the request to remove the caboose from any such train or assignment covered thereby for a period of one year following the date of such determination.

- (f) It is recognized that the operating rules, general orders and special instructions should be reviewed and revised by the carrier, where necessary, to accommodate operations without cabooses. Any necessary revision will be in effect when trains are operated without cabooses.

Section 2. Guidelines

The parties of this Agreement adopt the recommendations of Emergency Board No. 195 that the elimination of cabooses should be an on-going national program and that this program can be most effectively implemented by agreements negotiated on the local properties by the representatives of the carriers and the organization most intimately acquainted with the complexities of individual situations.

In determining whether cabooses are to be eliminated, the following factors shall be considered:

- (a) safety of employees
- (b) operating safety, including train length
- (c) effect on employees' duties and responsibilities resulting from working without a caboose
- (d) availability of safe, stationary and comfortable seating arrangements for all employees on the engine consist
- (e) availability of adequate storage space in the engine consist for employees' gear and work equipment.

Section 3. Conditions

Pursuant to the guidelines described in Section 2, the following conditions shall be adhered to in an arbitration determination providing for operations without cabooses:

- (a) Where suitable lodging facilities for a crew are required and the caboose is presently used to provide such lodging, the carrier shall continue to provide a caboose for that purpose until alternate suitable lodging facilities become available.
- (b) Except by agreement cabooses will not be eliminated on certain mine runs, locals and road switchers where normal operations require crews to stand by waiting for cars or trains for extended periods of time and such crews cannot be provided reasonable access to the locomotive or other appropriate shelter during such extended periods.
- (c) Except by agreement cabooses will not be eliminated from trains that regularly operate with more than 35 cars where the crews are normally required to provide rear-end flagging protection.
- (d) Crew members will not as a result of the elimination of cabooses be required to ride on the side or rear of cars except in normal switching or service movements or reverse movements that are not for extended distances.

- (e) Additional seating accommodations will not be required on trains having a locomotive consist with two or more cabs equipped with seats. Crews required to deadhead on the locomotive will be provided seating in accordance with Section 2(d).
- (f) A carrier may operate a train, run or assignment with a cabooses if it so desires despite the fact that it may have the right to operate such train without a cabooses.
- (g) The conditions and considerations applicable to the elimination of cabooses by agreement of the parties pursuant to this Agreement in each class or type of service shall not be disregarded by the neutral in formulating his award covering a similar class or type service.

Section 4. Through Freight Service

- (a) There shall be a 25% limitation on the elimination of cabooses in through freight (including converted through freight) service, except by agreement. The 25% limitation shall be determined on the basis of the average monthly number of trains (conductor trips) operated in through freight service during the calendar year 1981. Trains on which cabooses are not presently required by local agreements or arrangements shall not be included in such count, shall not be counted in determining the 25% limitation, and any allowance paid under such agreements or arrangements shall not be affected by this Article. A carrier's proposal to eliminate cabooses may exceed the minimum number necessary to meet the 25% limitation. However, implementation of the arbitrator's decision shall be limited to such 25% and shall be instituted on the basis established below.

In the event a carrier's proposal is submitted to arbitration, it shall be revised, if necessary,

so that such proposal does not exceed 50% of the average monthly number of trains (conductor trips) operated in through freight service during the calendar year 1981.

- (b) In the selection of through freight trains from which cabooses are to be eliminated, a carrier shall proceed on the basis of the following categories:
 - (i) trains that regularly operate with 35 cars or less;
 - (ii) trains that regularly operate with 70 cars or less which are scheduled to make no stops en route to pick up and/or set out cars;
 - (iii) trains that regularly operate with 70 cars or less which are scheduled to make no more than three stops en route to pick up and/or set out cars;
 - (iv) trains that regularly operate with 120 cars or less which are scheduled to make no stops en route or pick up and/or set out cars;
 - (v) trains that regularly operate with 120 cars or less which are scheduled to make no

more than three stops en route to pick up and/or set out cars;

- (vi) trains that regularly operate with more than 120 cars which are scheduled to make no stops en route to pick up and/or set out cars;
 - (vii) all other through freight trains.
- (c) The implementation of the arbitrator's decision shall be phased in on the following basis: the carrier may immediately remove cabooses from one-third of the trains that may be operated without cabooses, another one-third may be removed thirty (30) days from the date of the arbitrator's decision and the final one-third sixty (60) days from the date of the arbitrator's decision.

Section 5. Purchase and Maintenance of Cabooses

In addition to the foregoing, a carrier shall not be required to purchase or place into service any new cabooses. A carrier shall not be required to send cabooses in its existing fleet through existing major overhaul programs nor shall damaged cabooses be required to undergo major repairs. However, all cabooses that remain in use must be properly maintained and serviced.

Section 6. Subsequent Notices

A carrier cannot again seek to eliminate a caboose on a train, run or assignment where the request has been denied in arbitration unless there has been a change in conditions warranting such resubmission. Conversely, where a carrier has eliminated a caboose on a train, run or assignment and the characteristics of that train, run or assignment are subsequently changed in a way that the General Chairman believes cause it to depart from the guidelines, he may propose restoration of the caboose and, if necessary, invoke binding arbitration.

Section 7. Penalty

If a train or yard ground crew has been furnished a caboose in accordance with existing agreement or practice on a train or assignment prior to the date of this Agreement and such train or assignment is operated without a caboose other than in accordance with the provisions of this Article or other local agreement or practice, the members of the train or yard ground crew will be allowed two hours' pay at the minimum basic rate of the assignment for which called in addition to all other earnings.

Section 8. Restrictions

The foregoing provisions are not intended to impose restrictions with respect to the elimination of cabooses or in connection with operations conducted without cabooses where restrictions did not exist prior to the date of this Agreement.

(From Article X, UTU National Agreement, October 15, 1982.)